TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement ("**Agreement**") is a binding agreement between you ("**End User**", "**Customer**" or "**you**") and Lynk Me Inc. ("**Company**") (together the "**Parties**"). This Agreement establishes the terms of the relationship between the Parties for the Services provided by Company.

BY CLICKING THE "AGREE" BUTTON DURING THE REGISTRATION PROCESS OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.

In consideration of the mutual promises set out in this Agreement and for other good and valuable consideration, Company and Customer agree as follows:

1. **Definitions.**

"**Affiliate**" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Party to this Agreement (whether by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for so long as such control exists).

"**Confidential Information**" means, except as set forth herein: (a) Customer Data; (b) the terms of this Agreement; and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party (the "**Disclosing Party**") to the receiving party (the "**Receiving Party**") for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" and (ii) information that under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Notwithstanding the foregoing, the following shall not be Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the Receiving Party (2) information that was rightfully in the Receiving Party's possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the Receiving Party by a third-party without restriction (4) information that was independently developed by employees and/or contractors of the Receiving Party who did not have access to and without use of or reference to the Disclosing Party's Confidential Information; and (5) aggregated data collected or generated by Company or on behalf of Company regarding Company's products and services (for purposes of providing or improving Company products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any Personal Information and other Customer-specific information.

"**Customer Data**" means all electronic data or information submitted to and stored in the SaaS Solution.

"Documentation" means digital or hardcopy, help guides and manuals published by Company that relate to the use of the SaaS Solution that have been provided to Customer. Documentation shall include any updated Documentation that Company provides with Updates.

"**Electronic Communications**" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Services.

"**Order Form**" means an order form in the name of the Customer or its Affiliate and accepted by Company which specifies the SaaS Solution and other terms of service.

"**Personal Information**" means any information that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information under Applicable Laws.

"**Professional Services**" means the general consulting, implementation or training professional services to be provided to Customer pursuant to a related Statement of Work for Professional Services ("SOW").

"SaaS Solution" means the software as a service solution being provided to Customer as further set forth in an Order Form to be made available by Company for use by Customer under the terms of this Agreement.

"**Sensitive Data**" means data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

"**Services**" means, collectively, SaaS Solution and the Professional Services.

"**Third-Party Applications**" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Company that interoperate with the SaaS Solution.

"Updates" shall mean (a) subsequent releases of the SaaS Solution that (i) add or remove features, functionality, and/or improved performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; (b) bug or error fixes, patches, workarounds, and maintenance releases.

"**Users**" means individuals who are authorized by Customer or its Affiliate to use the SaaS Solution pursuant to the Agreement or as otherwise defined, restricted or limited in an Order Form or amendment, for whom subscriptions to the SaaS Solution have been procured. Users include but are not limited to Customer's and Customer's Affiliates' employees, consultants, contractors, and agents.

2. **Use of Service**.

   a. **Term.** This Agreement will remain in effect for an initial one-year term or as otherwise set forth on the Customer's Order Form (the "**Initial Term**") unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall automatically renew at the end of the Initial Term for additional one-year terms (the "**Renewal Term**" and, collectively with the

Initial Term, the "**Term**"), unless either party notifies the other party in writing that it wants to cancel sixty (60) days prior to the end of the Intial Term or the Renewal Term(s). The term of each SOW shall be set forth in such SOW.

b. **Right of Use**. Company grants to Customer a non-exclusive, worldwide, and non-transferable license to use the SaaS Solution during the Initial Term and any subsequent Renewal Term(s) according to the Customer's Order Form. The Customer may only use the SaaS Solution for Customer's internal business purposes. Only authorized Users may access and use the SaaS Solution.

c. **Customer Responsibilities and Obligations**.

i. Customer shall be responsible at all times for: (a) all activity generated by the Company or its authorized Users; (b) ensuring compliance with this Agreement by Customer and each User; and (c) ensuring compliance with applicable local, state, national, and foreign laws, treaties, and regulations in connection with the use of the SaaS Solution, including those related to data privacy and the transmission of data. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Solution and shall promptly notify Company in writing of any unauthorized access or use of the SaaS Solution. Customer is fully responsible for ensuring that its internet connections and hardware are compatible with the SaaS Solution as provided by the Company. Customer represents and warrants that it has the authority and necessary consents for all third party Personal Information input into the SaaS Solution. Company explicitly disclaims all liability related to the accuracy and ownership of all third party personal data input into the SaaS Solution.

ii. In addition to and without limitation to the foregoing, Customer shall: (a) integrate the SaaS Solution, consistent with all applicable laws and regulations, and obtain all consents necessary to enable the Company to lawfully process User and Customer Data, (b) implement appropriate information security controls having regards to the sensitivity of the User and Customer Data and in compliance with all country-specific applicable laws, (c) notify the Company as soon as reasonably practical of any non-conforming transmissions, failure to receive transmissions or failure to send or receive such transmissions, (d) accurately supply all requested data fields, (e) set reasonable data processing and transmission parameters to minimize the cost of delivering the service, (f) implement and maintain appropriate safeguards to identify data and processing errors, (g) maintain its own computer and telecommunication systems for communication and data exchange with the Company's systems and SaaS Solution, (h) monitor and restrict the use of all passwords, user identification numbers and other security measures subject to their control and in accordance with the Customer's policies, (i) select qualified personnel to operate systems, software and equipment integrating and interfacing with the SaaS Solution, (j) train all applicable personnel in the use of the SaaS Solution, unless otherwise specified in the Order Form, and (k) implement any country-specific compliance requirements in accordance with applicable law.

iii. The Customer shall implement all Updates provided to it by the Company within fourteen (14) days of notification of the applicable Update, and acknowledges that failure to implement such Updates may render the SaaS Solution unusable or defective.

iv. Without prejudice to Company's other rights under this Agreement, if Customer fails to comply with the obligations set out in this Section 2(c), the Company may delay the provision or performance of the Services until: (i) the Customer is fully compliant with those obligations; or (ii) the parties agree to a reasonable increase in the fees to reflect any non-compliance. The Company may engage a reputable, independent third party to audit the Customer's compliance with this Section 2(c) at the Company's cost and expense, provided that in the event that the third party determines that the Customer is not compliant with this Section 2(c), the Customer must: (i) implement all reasonable recommendations of the third party, and (ii) reimburse the Company for any and all third party expenses in connection with the audit conducted pursuant to this Section.

d. **Accuracy of Customer's Contact Information**. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

e. **Changes to Services**. Company may, in its sole discretion, make any changes to any Service that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Company's products or services to its customers, or (ii) to comply with applicable law.

f. **General Restrictions**. Customer is responsible for all activities conducted under User logins and for Users' compliance with this Agreement. Customer and Affiliates may not rent, resell, sublicense, or permit the concurrent use of a single User login, or time- sharing of the SaaS Solution. Customer shall not and shall not permit any Affiliate, User or other third-party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the SaaS Solution or any part thereof or otherwise attempt to discover any source code or modify the SaaS Solution in any manner or form; (b) access or use the SaaS Solution to circumvent or exceed SaaS Solution account limitations or requirements; (c) use the Services for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the SaaS Solution (including without limitation permitting access to or use of the SaaS Solution via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Services in a manner that is in violation of any third-party rights of privacy or intellectual property rights; or (f) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, Personal Information or property of another. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with this Agreement, including without limitation those related to privacy, electronic communications and anti-spam legislation.

g. **Third-Party Applications**. Company or third-party providers may offer Third-Party Applications. Except as expressly set forth in the Order Form, Company does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party

Applications are provided by a third-party that is a member of a Company partner program or otherwise designated by Company as “built for”, "certified," "approved" or “recommended.” Any procurement by Customer of such Third-Party Applications is solely between Customer and the applicable third-party provider. Customer may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the SaaS Solution unless Customer has procured the applicable subscription to the SaaS Solution for such use and access. Company is not responsible for any aspect of such Third-Party Applications that Customer may procure or connect to through the Services, or any interoperation, descriptions, promises or other information related to the foregoing. If Customer installs or enables Third-Party Applications for use with the SaaS Solution, Customer agrees that Company may enable such third-party providers to access Customer Data for the interoperation of such Third-Party Applications with the SaaS Solution, and any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider pursuant to a separate privacy policy or other terms governing Customer’s access to or use of the Third-Party Applications. Company shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Applications or third-party providers.

h. **Subscription Services**. Each applicable Order Form shall specify the SaaS Solution to be provided and shall identify each applicable application.

i. **Professional Services**. To implement Customer’s use of the SaaS Solution, Company will provide to Customer the professional services as described in the Customer’s Order Form and/or any associated Statement of Work (SOW). Each SOW will include, at a minimum: (a) a description of the Professional Services to be provided; (b) the scope of Professional Services; and, (c) the applicable fees for such Professional Services. All SOWs shall be deemed part of and subject to this Agreement.

   i. Scope Changes**.** If Customer requests a change in any of the specifications, requirements, or scope (including drawings and designs) of the Professional Services described in any SOW, then Company will propose the applicable changes by written notice. After receipt of the proposed change, each party’s project leads shall meet within a reasonable time, either in person or via telephone conference, to discuss and agree upon the proposed changes. Company will prepare a change order (“**Change Order**”) describing the proposed changes to the SOW and the applicable fees and expenses, if any. Change Orders are not binding unless and until they are executed by the Parties. Executed Change Orders shall then become a part of the SOW and subject to this Agreement.

   ii. Training Materials. If printed materials are required by Customer, then Customer is solely responsible for any printing, shipping, and copying charges. All electronic and hard copy versions of any training materials are provided for Customer’s internal training purposes only. Customer is prohibited from: (i) modifying the training materials, unless otherwise authorized in writing by Company; (ii) utilizing the training materials to replicate or attempt to perform the training, unless otherwise authorized in writing by Company; and (iii) reselling or sublicensing any training materials. Customer may not record, stream or otherwise capture any performance or aspect of the training unless Company provides prior written consent. Subject to terms and conditions of this Agreement, and during the Term hereof, Company hereby

grants to Customer a limited, non-exclusive, non- transferable, terminable license to use the training deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Service.

iii. Subcontracting. Company reserves the right to use third parties, including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, and implementation processes.

iv. Professional Services Warranty. Company warrants that: (i) Company and each of Company's employees (consultants and subcontractors, if any), that provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with any applicable SOW; and (ii) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards. Company's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation.

j. **Trial.** If Customer has registered for a trial use of the SaaS Solution, Customer may access the SaaS Solution as a trial for the time period set forth in the Order Form. The SaaS Solution is provided 'AS IS', with no warranty during this trial time period.

3. Customer Data and Security

a. **Customer Data**. Customer must provide all data for use in the SaaS Solution, and Company is not obliged to modify, or add to the Customer Data. Customer remains solely responsible at all times for the content and accuracy of the Customer Data, and for ensuring that the Customer Data complies with the terms of this Agreement. Company has no obligation to monitor or pre-screen any Customer Data uploaded, generated, stored, or transmitted by Customer as part of, or in conjunction with, the Services.

b. **Ownership of Customer Data**. As between Company and Customer, all Customer Data is owned exclusively by Customer. Customer grants Company the right to use the Customer Data solely for purposes of performing under this Agreement. Following expiration or termination of this Agreement or an Order Form, Company may deactivate the applicable Customer account(s) and delete any data therein upon 60 days advance notice or as otherwise agreed upon in writing between the Customer and the Company.

c. **Sensitive Data.** Customer acknowledges that the Services are not intended for the processing of Sensitive Data. Customer is responsible for ensuring that suitable safeguards are in place prior to transmitting or processing any Sensitive Data over the Services, or prior to permitting Users to transmit or process Sensitive Data over the Services. Except in the context of a specific agreement between the Parties regarding processing Sensitive Data, any transmission or processing of Sensitive Data is at Customer's own risk. Company will have no additional liability whatsoever for Sensitive Data sent via the Services.

d. **Security**. Company will implement and deploy security features, procedures and technologies that will, in accordance with Applicable Law, provide protection from unauthorized access to or use, disclosure, modification, transmission or destruction of Customer Data and other data hosted in connection with the SaaS Solution.

e. **Authority to Transfer to Company**. Customer represents and warrants that Customer has the authority and right, including consent where required, to lawfully transfer to Company all Customer Data and any other data or information related to Customer's access or use of the services.

f. **Compliance with Applicable Law**. In performing their respective obligations, each Party warrants that it shall comply with (i) all applicable federal and state laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective which apply to the Services being provided under the Agreement and relate to the privacy, confidentiality, and/or security of Customer Data, and any amendments and successors to the foregoing; and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security which apply to the Services being provided under this Agreement. Company shall implement processes and maintain procedures designed to comply with applicable laws and shall facilitate Customer's compliance with its obligations for data security and response to individual data subject requests with respect to Personal Information in Company's possession or control any existing or newly enacted applicable laws regarding privacy.

4. **Confidentiality and Property Rights**.

a. **Confidentiality**. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and Companies who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Agreement. Either Party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority.

b. **Intellectual Property Rights**. All rights, title and interest in and to the SaaS Solution and Professional Services (including without limitation all intellectual property rights therein and all modifications, Source Code, extensions, customizations, scripts or other derivative works of the SaaS Solution provided or developed by Company) are owned exclusively by Company or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the SaaS Solution, express or implied, or ownership in the SaaS Solution or any intellectual property rights thereto. Any rights in the SaaS Solution or Company's intellectual property not expressly granted herein by Company are reserved by Company.

c. **Documentation.** The Company alone shall own all right, title, and interest, including all related intellectual property rights, for any documentation, and any suggestions, ideas, requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Services.

d. **API.** The Company may provide access to one or more of its application-programming interfaces (each, an "**API**") as part of the Services and may charge as described on the Order Form or SOW. Subject to the other terms of this Agreement, Company grants

Customer a non-exclusive, nontransferable, terminable license to interact only with the SaaS Solution as allowed by the API.

e. **Anonymized Data.** During and after the Term of this Agreement, Company may use and owns all anonymized data ("**Company Data**") within the SaaS Solution for purposes of enhancing the SaaS Solution, aggregated statistical analysis, technical support, and other business purposes. Customer grants Company a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the SaaS Solution (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the SaaS Solution.

f. **Injunctive Relief**. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies to seek injunctive relief for any violation of this Agreement, without posting a bond and without prejudice to any other rights and remedies that the Disclosing Party may have for breach of this Agreement.

g. **Destruction or Return of Confidential Information**. Within forty-five (45) days of termination or expiration of the Agreement, or upon Disclosing Party's written request, Recipient will, at the Disclosing Party's direction, promptly dispose of or return the other party's Information (including Customer Data). If the return of Customer Data is requested by Customer, export of such data will be commercially reasonable exportable media files using the standard export functions provided by the Services. Notwithstanding the foregoing, Recipient will not be required to return to the Disclosing Party or destroy copies of Disclosing Party's Confidential Information that Recipient is obligated by applicable law or governmental regulations to retain. All copies retained under this Section will remain subject to all confidentiality obligations under this Section.

5. **Payment**. Customer must pay all fees specified in the applicable Order Form or SOW within 30-days of receipt of an invoice or as otherwise provided. Customer is responsible for the payment of all sales, use, withholding, VAT, and other similar taxes. Company's invoices shall be deemed correct and acceptable to Customer unless Customer advises Company of disputed items within thirty (30) days of receipt of such invoice.

6. **Warranty and Disclaimer**.

a. **Limited Warranty**. Company warrants to Customer that the Services will substantially conform with generally accepted industry standards of care and competence for other providers of similar hosted solutions. Notwithstanding anything to the contrary herein, Company has no warranty obligations: (a) to the extent that Services were modified by Customer or any third party, unless the modification was approved in writing by Company; (b) for a version of the Services that has since been Updated and made available to Customer if the problems would have been avoided by use of the Updated version; or (c) for problems caused by any third party software or hardware, by accidental damage or by other matters beyond Company's reasonable control; or for interruptions to the Services related to emergency maintenance.

b. **Compliance with Laws.** Company represents and warrants that it will comply with all applicable federal, state, and local laws and regulations with respect to the Services**.**

c. **Performance Warranty**. The Services shall perform in accordance with their intended purpose as set forth in this Agreement, and any applicable Order Form or SOW.

d. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF WORK, COMPANY DOES NOT WARRANT THAT ACCESS TO THE SAAS SOLUTIONS WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING HOSTING AND MAINTENANCE SERVICES. THE SAAS SOLUTION AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND OTHER THAN THE SERVICE LEVEL WARRANTY, COMPANY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Indemnification**.

a. **Indemnification by Company.** Company shall defend and indemnify Customer from any claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction by a third party which allege that the Customer's use of the Services otherwise not in violation of any of the terms this Agreement causes an infringement of such third party's intellectual property rights and any judgment finally awarded in respect of such Claim, for which all avenues of appeal have been exhausted, or any final settlement of such Claim, to the extent that such Claim arises solely as a result of Customer's use of the Services in accordance with the provisions of the Agreement, and provided: (a) the alleged or actual infringement has not been caused by the use of a superseded version of the Services if the infringement would have been avoided by: (i) the use of a then current version the Services, or (ii) the modification of the Services by any party other than Company, or (iii) the combination or use of the Services with software, hardware, firmware, data, or technology not licensed to Customer by Company or approved by Company in writing; and (b) Customer notifies Company in writing within fifteen (15) days of Customer first becoming aware of each such Claim; and (c) Customer does not make any admission against Company's interests and Customer does not agree to any settlement of any Claim without the prior written consent of Company; and (d) Customer, at the request of Company, provides all reasonable assistance to Company in connection with the defense, litigation, and/or settlement by Company of the Claim; and (e) Company has sole control over the selection and retainer of legal counsel.

b. **Indemnification by Customer.** Customer shall defend and indemnify Company from any claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction by a third party which allege misuse of Personal Information input by Customer into the Services.

8. **Limitations of Liability**.

a. **Exclusion of Indirect Damages.** NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION, OR LOST PROFITS), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY.

b. **Total Limit on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. **Reserved.**

10. **Suspension/Termination**.

a. **Suspension for Delinquent Account**. Company reserves the right to suspend Customer's and any Customer Affiliates' access to and/or use of the Services if any payment is due but unpaid, but only after Company has provided Customer one (1) delinquency notice, and at least thirty (30) days have passed since the transmission of the first notice. Customer agrees that Company shall not be liable to Customer or to any Customer Affiliate or other third-party for any suspension pursuant to this Section.

b. **Suspension for Ongoing Harm**. Company may upon notice to Customer suspend access to the Services if Company reasonably concludes that Customer's account in Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's account in the Services is causing immediate, material and ongoing harm to Company or others. In the event Company suspends access to the Services, Company will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and work with Customer to resolve the issues causing the suspension of Service. Customer agrees that Company shall not be liable to Customer nor to any third-party for any suspension of the Services under such circumstances as described in this Section. Any suspension under this section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

c. **Termination for Cause**. Either party may immediately terminate this Agreement and all Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. A Party may also terminate if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within thirty (30) days.

d. **Effect of Termination**. Upon termination or expiration of this Agreement, Customer shall have no rights to continued use of the Services. If this Agreement is terminated by Customer for any reason other than for cause, then Company shall be entitled to all of the

fees due under this Agreement for the then-current Term. If this Agreement is terminated as a result of Company's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any unused, prepaid subscription fees paid by Customer to Company under this Agreement for the terminated portion of the Term.

e. **Deletion of Data.**

i. **At Customer's Request.** Upon Customer's request at any time during the Term, Company shall promptly destroy all Customer Data or Customer's Confidential Information, other than Customer Data or Customer Confidential Information contained in automatic computer backups or historical archives or that must be retained to fulfill obligations under the Agreement for regulatory, legal, or audit purposes.

ii. **Upon Termination.** If Customer does not request deletion of its Customer Data or Confidential Information, Company may destroy or overwrite such data and information in accordance with Company's document retention policies and standard backup and archival procedures, after the data or information is no longer reasonably necessary to fulfill obligations under the Agreement or for regulatory, legal, or audit compliance.

11. **General Provisions**.

a. **Audit**. The Company will use commercially reasonable efforts to cooperate with any audit initiated by a regulatory or similar government department or agency with authority over Customer, to the extent reasonably necessary or required for the Customer to comply with its regulatory or legal obligations. The Customer shall be responsible for all costs incurred by the Company in connection with any such audit.

b. **Entire Agreement and Amendment**. This Agreement, and any applicable SOW and Order Form, constitute the entire understanding between the Parties, and accordingly the Parties (i) expressly disclaim any reliance on any and all prior discussions, emails, or RFP's concerning the subject matter hereof; (ii) acknowledge there are no verbal agreements, representations, or warranties between the Parties; and (iii) acknowledge that any terms and conditions included within an invoice provided by the Customer shall not apply and are deemed invalid. The Agreement shall not be modified, or amended, except in writing and signed by the Parties.

c. **Governing Law and Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the state or federal courts located in the State of Delaware and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

d. **Assignment**. Neither Party may assign or transfer any of the rights, duties or obligations herein without the prior written consent of the other Party. Any attempted assignment will be null and void, with no force or effect. Notwithstanding the foregoing, a Party shall have

the right to assign this Agreement without the other Party's consent: (i) if to any Affiliate or (ii) if to any successor in interest by merger or by purchase of substantially all of its assets; provided such assignee executes a written assumption of this Agreement.

e. **Severability**. If any provisions herein are held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

f. **Survival.** Sections concerning Confidentiality, Ownership of Customer Data, Intellectual Property Rights, Limitation of Liability, and Indemnification shall survive the termination or expiration of this Agreement.

g. **Notice**. Any notice required under this Agreement shall be provided to the other party in writing. If Customer wishes to provide a notice to Company, other than operational notices to be provided by email, then notice should be sent to the address and/or email address provided in the signature block below. If Company wishes to provide a notice to Customer, other than operational notices provided by email, then notice should be sent to the address and/or email address provided in the signature block below.

h. **Force Majeure**. Neither Party will be responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, or internet service providers.

i. **No third-Party Beneficiaries**. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and authorized assigns. Except as otherwise provided in this Agreement, nothing in this Agreement, express or implied, is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

j. **Independent Contractors.** Company's relationship with Customer pursuant to this Agreement will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this Agreement.