LICENSE AGREEMENT FOR USE OF EVERBRIDGE SOLUTIONS, INCLUDING USAGE BY CLIENTS OF EVERBRIDGE RESALE CHANNEL PARTNERS

1. CERTAIN DEFINITIONS AND LICENSE AGREEMEN SCOPE.

1.1 Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means (a) the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (b) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that becomes an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this Clause.

"Channel Partner" means an authorized reseller, distributor, partner, or marketplace provider through which Client purchases or otherwise obtains access to the Services. This is an independent contractor that cannot bind Company.

"Client" and **"Company"** mean, respectively, the entity accepting this Agreement for access to and use of the Services (including its permitted Affiliates, if applicable) and the Everbridge, Inc. entity that provides the Services. Company and Client are each sometimes referred to as a "Party" and collectively, the **"Parties".**

"Contacts" are Client individuals designated as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Company, including through an opt-in portal.

"Effective Date" means the date specified on the Quote, or if no date is specified, then the earlier of (a) date Company provides credentials for access to the Services pursuant to such Quote or (b) the date Client (or any User) first accesses or uses any portion of the Services or Solutions.

"Order" means the applicable quote, order form or other ordering document(s) that describe the Services, Solutions, subscription term, quantities/usage metrics (e.g., Users and/or Contacts), and any applicable Solution-specific terms, whether issued by Everbridge or a Channel Partner, and that incorporate or reference this Agreement. Each Order forms a material part of this Agreement.

"Professional Services" means any training or professional services of Company or its Affiliates identified in a Order.

"Services" means the Solutions and, if applicable, any Professional Services.

"Solution(s)" means the proprietary solution(s) and platform(s) of Company or its Affiliates identified in a Order.

"Users" are Client individuals who are authorized by Client from time to time to use the Solutions for the purposes of serving as system administrators, sending notifications, configuring templates, reporting or managing data, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates.

1.2 LICENCE AGREEMENT SCOPE

Acceptance; Assent by Use. This License Agreement ("Agreement") is a condition of, and constitutes the exclusive terms governing, Client's and its Users' access to and use of the Services and Solutions, including where access is provisioned or facilitated through a Channel Partner. BY EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT OR BY ACCESSING OR USING THE SERVICES OR SOLUTIONS (INCLUDING WHERE ACCESS IS PROVIDED THROUGH A CHANNEL PARTNER), CLIENT AGREES TO BE BOUND BY THIS AGREEMENT DIRECTLY WITH COMPANY. If Client does not agree, Client must not access or use the Services or Solutions. Client represents that the individual accepting this Agreement has authority to bind Client. Client acknowledges that Channel Partner's failure to provide, present, or obtain a separate signature to this Agreement does not affect the applicability or enforceability of this Agreement, which applies upon access or use.

Online Availability. A current copy of this Agreement is available at the Company Policies Page. Client is responsible for reviewing the then-current version prior to continued use.

Updates to this Agreement. Company may modify this Agreement from time to time by posting an updated version on the Company Policies Page and updating the "Last Updated" date. Except where applicable law requires a different process, the updated Agreement will become effective on the date posted (or a later effective date stated in the update). If a modification materially reduces Client's rights or materially increases Client's obligations, Company will use commercially reasonable efforts to provide notice (e.g., via the admin console, email to the billing/administrative contact, or release notes) prior to the effective date. Client's continued access to or use of the Services or Solutions after the effective date constitutes acceptance of the updated Agreement. If Client does not agree to the update, Client must stop using the Services and Solutions.

2. SERVICES.

2.1. Orders. Subject to this Agreement, the Company or one of its Affiliates shall provide Client access to the Services as described in an applicable Order. For any Services listed on a Order, there may be certain Solution-specific or Service-specific terms or conditions referenced therein, including by means of inclusion sheets, annexes, or appendices, or links to an online repository of applicable terms and conditions, all of which are deemed a material part of the Order and this Agreement. Company is not responsible for any obligations of the Channel Partner to Client, including fees, refunds or other commercial terms.

2.2. Setup. Company shall provide Client with login and password information for each User and will configure the Solutions based on the maximum number of Contacts, or Users, as applicable depending on the Solutions ordered.

2.3. Accuracy of Information. Client shall provide accurate and complete information to Company in connection with the Solutions and related Services. Company will not be responsible for any of its or its third-party service providers' acts or omissions that are due to inaccurate or incomplete information submitted by or on behalf of Client.

3. COMPANY POLICIES & COMPLIANCE.

3.1. Company Policies. This Clause3 details service specific and compliance terms, including but not limited to data privacy, security, resilience, and Client acceptable usage. Such applicable policies, information, and terms (collectively, the **"Company Policies")** are incorporated by reference and available at https://www.everbridge.com/company-policies (the **"Company Policies Page").** The Company Policies, and Client's compliance with them, are a material part of this Agreement. Company may make updates to the Company Policies from time to time, for example to describe new features and other improvements or address new regulatory requirements, but the functionality and protections afforded the Client shall not be diminished materially.

3.2. Use of Solutions. Client's Users and Contacts may use the Services on Client's behalf, provided Client remains responsible and liable for the acts and omissions of each, (including its provision of Client Data to Company) and the applicable Company Policies. Client shall be responsible for ensuring that there is a lawful basis for sending communications and, where applicable, obtaining the consent of or providing notice to Contacts.

3.3. Client Data. Client shall retain all ownership rights in all Contact data, electronic data, and content Client transmits to Company to or through the Solutions **("Client Data").** Client shall act as the owner and controller of Client Data in accordance with the terms of this Agreement, including Company's Data Processing Agreement, at the Company Policies Page. Client shall maintain a copy of all Contact data it provides to Company. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data and that Company has no obligation to screen any Client Data or other content. Client is solely responsible for (a) the accuracy, quality and legality of Client data, and (b) third party licenses, consents and permissions needed for Client to capture and transmit Client Data without violating legal requirements or third party rights hereunder.

3.4. Data Security. Company's IT security program includes: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Company, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) Solutions are independently audited annually by an accredited third party audit firm in accordance with industry standards. Where Company has obtained ISO 27001 and SSAE 18 Service Organization Control 2 (SOC 2) reports for a Service, Company shall provide Client with a copy of current certifications on request. The Company's Security Information and Procedures Policy applies, which is available at the Company Policies Page. Upon Client's written request once annually, Company shall respond to a reasonable questionnaire regarding Company's compliance with the security obligations under the agreement. In lieu of completing Client's security questionnaire, Company may make compliance information available to Client in the form of a copy of the summary of Company's then-current applicable security audit report or an industry standard questionnaire response.

3.5. Privacy Compliance. Company shall abide by applicable Privacy Laws in connection with the processing of personal data in providing the Solutions to the Client. Company is registered under the EU-US Data Privacy Framework. **"Privacy Laws"** means all applicable laws, treaties and regulations applicable to the Parties' respective processing of personal data, including the GDPR, the United Kingdom's DPA 2018, the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100, et seq. and its implementing regulations, as amended by the California Privacy Rights Act (the **"CCPA/CPRA"),** and Canada's Personal Information Protection and Electronic Documents Act (the **"PIPEDA").** The Company's standard Data Processing Agreement applies, which is available at the Company Policies Page. For clarity, Company is not responsible for the Channel Partner's handling of data and Channel Partner does not act on behalf of Company for data handling unless explicitly designated in writing.

3.6. Resilience. Company maintains (a) a business continuity program for restoring the availability and access to Services in a timely manner in the event of a physical or technical incident; and (b) a process for regularly testing the effectiveness of technical and organizational measures for ensuring such business continuity. Company will abide by the Company Policies for resilience.

4. TERM & TERMINATION & SUSPENSION.

4.1. Term. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Orders with Client or its Affiliates have expired in accordance with the terms of such Orders, unless terminated earlier as provided herein.

4.2. Termination- Channel Partner Dependency. If Client obtains access to the Services through a Channel Partner, Client's right to access and use the Services is contingent upon Company's relationship with such Channel Partner and the Channel Partner's fulfillment of its obligations to Company. Company may suspend or terminate Client's access to the Services upon notice if (a) the applicable Channel Partner agreement is terminated, or (b) the Channel Partner fails to fulfill its obligations to Company relating to the Services. Company will use commercially reasonable efforts to provide advance notice where practicable.

4.3. Other Suspension. Company may temporarily suspend Client's access to the Solutions or any portion thereof for (a) emergency network repairs, threats to, or actual breach of network security; (b) any legal, regulatory, or governmental prohibition affecting the Solution; or (c) Client's non-payment. Company shall use its best efforts to notify Client through the Client's portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

5. PROPRIETARY RIGHTS & RELATED PROTECTIONS.

5.1. Grant of Use Rights. Subject to the usage requirements of Clause 3.2, Company hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable (except as permitted by Clause 11.2), non-sublicensable right to, solely for its internal business purposes, (a) for those Solutions expressly indicated on a Order (or documents referenced therein) as intended for download by the Client, to download and install the Solutions in object code form only on the number of servers and for the Users specified in the Order; and/or (b) otherwise access and use the Solutions that are offered on a remotely-hosted basis by Company (in which case a copy of the software itself will not be made available for download).

5.2. Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, **"Properties"),** whether conceived by Company alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Company (for purposes of this Clause 5.2, "Company" includes its Affiliates) and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Company owns (a) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Company by Users, Client and Contacts in conjunction with the Services, and (b) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services and cannot be disaggregated or deanonymized. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Company and its respective licensors. Company may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Company may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client's Confidential Information is disclosed thereby.

5.3. Restrictions. Client shall not, and shall not permit any User or other Party to: (a) use the Properties on a service bureau basis, outsource, rent, resell, sublicense, or time-share the Properties; (b) sell, transfer, assign, distribute or otherwise commercially exploit or make the Properties available to any third party except as expressly set forth herein; (c) modify, adapt, translate, alter, or make derivative works based upon the Properties; (d) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Properties; (e) remove, obscure, cover, or alter any proprietary notices or labels on the Properties or any materials made available by Company; (f) interfere in any manner with the operation of the Properties or the network used to operate the Properties; (g) access or use the Properties to build, improve, or enhance a similar or competitive product or service; (h) attempt to access the Properties through any unapproved interface; (i) use the Properties in a manner that, as determined by Company in its discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or inconsistent with any part of the documentation; (j) imply inaccurate creation, affiliation, sponsorship or endorsement of Client or the Properties; or (k) otherwise use the Properties in any manner inconsistent with applicable law. Client bears responsibility to obtain any telecommunications or computer hardware or software required to access the Properties.

6. CONFIDENTIAL INFORMATION.

Each Party, as a receiving Party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and or/confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral discloser or should reasonable be understood to be confidential by the receiving Party ("the **"Confidential Information"**). For the avoidance of doubt, the Services are deemed the Confidential Information of the Company and the Client Data is Confidential Information of the Client. Each Party agrees to: (a) preserve and protect the confidentiality of the other Party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other Party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each Party agrees to promptly notify the other Party of any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving Party without use of, reliance upon, or reference to, the Confidential Information of the disclosing Party, as shown in records of the receiving Party; or (c) otherwise known to the receiving Party through no wrongful conduct of the receiving Party. In addition, the receiving Party may disclose the disclosing Party's Confidential Information if required to do so by law or court order; provided that the receiving Party, to the extent legally permitted, shall provide prompt notice thereof and commercially reasonable assistance to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either Party hereto may disclose any Confidential Information hereunder to such Party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each Party agrees and acknowledges that any breach or threatened breach of this Clause 6 may cause irreparable injury to the disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving Party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

Upon any termination of this Agreement, the receiving Party shall continue to maintain the confidentiality of the disclosing Party's Confidential Information and, upon request and to the extent practicable, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

7. WARRANTIES; DISCLAIMER.

7.1. Limited Warranty. Company shall provide the Services in a professional manner and in material compliance with the documentation referenced in the applicable Order in connection with the specific Services to be provided. Client's sole and exclusive remedy for any breach of this warranty shall be, at no additional charge to Client, to use commercially reasonable efforts to offer Client an error correction or work-around.

The Company commits to offering Client support 24 hours a day, 7 days a week, 365 days a year in accordance with its most recently published Support Services Guide, which serves as the full scope of the Company's support obligations. Notwithstanding the foregoing, Channel Partner provided support is separate and not binding on Company, and Company has no obligation to provide Client with any administrative support but if Company agrees to do so Company may charge Client the reasonable applicable fees for the additional support provided.

7.2. Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY PROVIDES THE SOLUTIONS "AS IS" AND DOES NOT WARRANT THAT THE SOLUTION WILL PROVIDE INFORMATION OR OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO INFORM CLIENT OR DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7.3. Message Transmission Risks. The solutions transmit information, data, and content to supported contact paths for public and private networks and carriers using the standard protocol for each path. The Client acknowledges that the use of messaging

services, including email, voice calls, and SMS, carries a risk of messages being delayed, undelivered, or incomplete due to the involvement of multiple third-party entities in the transmission process, including entities that the recipient and service providers the client or recipient select. The final delivery of messages is dependent on the networks, carriers, and devices managed by the Client or recipient, which are beyond the Company's control. Therefore, the Company cannot and does not guarantee delivery and advises against relying solely on any single messaging channel for critical communication.

7.4. Third-Party Services. Client may be able to access and use third-party applications, data, content, software, or services that are integrated into or otherwise made a part of the Services **("Third-Party Services").** Company is not responsible for the acts or omissions of any third party that provides the Third-Party Services. Client acknowledges that such Third-Party Services are controlled by the applicable third parties and are subject to such third parties' terms and conditions. Company provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith.

8. INDEMNIFICATION.

8.1. By Company. Company shall defend, Client from and against any third-party claim, suit or proceeding against Client arising out of an allegation that Client's use of the Solution in accordance with this Agreement infringes an issued patent, copyright, or other IP right **("IP Claims")** and indemnify and hold Client harmless against any amounts owed pursuant to a court judgment or settlement of such IP Claims, as well as any reasonable attorneys' fees incurred prior to Company's assumption of the defense prior to Clause 8.3.

8.2. Infringement Remedy. If (a) any aspect of the Solution is found or, in Company's reasonable opinion is likely to be found, to infringe upon the IP right of a third party or (b) the continued use of the Solution is enjoined, then Company will promptly, at its own cost and expense, at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i) - (iii) are not feasible, Company will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Clause 8.2 are Client's exclusive remedy for IP Claims. Company shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from: (x) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Company to the extent the combination creates the infringement; (y) the unauthorized alteration or modification by Client of the Solution; or (z) Company's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

8.3. Indemnification Process. The indemnifying Party's obligations under this Clause 9 are contingent upon the indemnified Party: (a) promptly giving notice of the claim to the indemnifying Party once the indemnification claim is known; (b) giving the indemnifying Party sole control of the defense and settlement of the indemnification claim (provided that the indemnifying Party may not settle such indemnification claim in a manner that imposes any obligation or restriction upon the indemnified Party absent their consent); and (c) providing the indemnifying Party all available information and reasonable assistance.

9. LIABILITY LIMITS.

Neither Party shall be liable for any lost profits (other than from applicable fees), revenues, goodwill, business interruption, indirect, incidental, or consequential damages under or in connection with this Agreement (including indemnification), even if a Party or its affiliates have been advised of the possibility of such damages or if a Party's or its affiliates' remedy otherwise fails of its essential purpose.

Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by gross negligence, fraud or other liability where such liability may not properly be limited or excluded by applicable law.

Except with respect to amounts owed pursuant to the indemnification obligations under Clause 8 (Indemnification), Company's maximum aggregate liability shall in no event exceed the fees paid on behalf of Client to Company under the applicable Order form during the twelve (12) month period prior to when the claim arose. Each Party understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

10. INSURANCE. Company will maintain during the term of this Agreement the following coverages: (a) General Liability insurance, with liability limits of at least $3,000,000; (b) Professional Liability coverage with limits of at least $3,000,000; and (c) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Company shall provide Client a certificate of insurance evidencing such coverages.

11. MISCELLANEOUS.

11.1. **Force Majeure** Company shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Company's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks.

11.2. **Assignment.** Neither Party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.3. **Governing Law; Attorneys' Fees.** Governing law and court jurisdiction for Agreement and applicable in any dispute or lawsuit between the Parties shall be determined according to the table below, based on where a Client is incorporated, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction:

Client Incorporation Location	Governing Law and Jurisdiction
Anywhere except Europe, UK or the Middle East, or Asia Pacific	Delaware
Europe (non-UK)	Netherlands
UK or the Middle East	England
Asia Pacific	Singapore

The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing Party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.4. **Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by registered prepaid post to the other Party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), two (2) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Clause and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Client Registration Form or to the Company Support Center, including with respect to billing, availability, upgrades, maintenance, or other updates of the Solutions.

11.5. **Marketing.** Client consents to Company referencing Client's name as a Company client in Company publications, its website, and other marketing materials pursuant to Client's branding guidelines. Client may revoke this right at any time upon written notice to Company.

11.6. **Anti-corruption.** Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti-bribery and anti-corruption, including but not limited to, the FCPA and Bribery Act 2010. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.7. **U.S. Government Users and Contacts.** For U.S. government sales: Client is the government entity identified in the Order that funds the acquisition of Services. Another separately-funded independent government entity must be explicitly added to the Order or obtain its own subscription. The software contained within the Solutions and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

11.8. **Export Controls.** Client understands that the software, technologies or other aspects of the Services provided to Client pursuant to this Agreement may be subject to various export control and sanctions laws and regulations of the United States and possibly other jurisdictions (collectively, **"Trade Controls"**). Company and Client each represent that it is not on any applicable government's prohibited or restricted parties list or otherwise the subject of applicable Trade Controls (a **"Restricted Party"**). Client will conduct its activities under this Agreement in compliance with applicable Trade Controls and, without regulatory authorization as may be required, will not export, reexport, or transfer the Services in violation of applicable Trade Controls.

11.9. **General.** This Agreement constitutes the terms of service / end user license terms governing Client's and its User's access to and use of the Services and Solutions, whether Client purchases or obtains access directly from Company or through a Channel

Partner, and Company is not responsible for commercial terms (fees, credits, etc.). For clarity, commercial terms between Client and a Channel Partner (including pricing, invoicing, payment terms, refunds, taxes collected by the Channel Partner, and Channel Partner service commitments) do not bind Company unless expressly agreed in writing signed by Company. Channel Partner serves as the sole commercial recourse for the Client and is not a party to the Agreement. Client's right to access and use the Services and Solutions is conditioned on Client's compliance with this Agreement. No contractual relationship for commercial terms exists between Company and Client except as expressly stated. If Client obtains access to the Services through a Channel Partner, Client acknowledges and agrees that: (i) this Agreement applies to Client and its Users regardless of the commercial terms agreed between Client and the Channel Partner; and (ii) the Channel Partner is not authorized to modify or waive this Agreement on Company's behalf. Client further agrees that Company and its Affiliates may directly enforce the Agreement, and alternatively where the Agreement is included in an Order, are intended third-party beneficiaries of the Order agreement terms between the Channel Partner and Client and may directly enforce such provisions (and this Agreement as a whole) against Client and its Users as if Company were a party to the Order. Except as expressly stated there are no third-party beneficiaries to this Agreement. This Agreement, together with each applicable Order, constitutes the entire agreement governing Client's use of the Services and Solutions and supersedes all prior or contemporaneous agreements and understandings on that subject matter. If there is a conflict, the following order of precedence applies (highest to lowest): (1) the Order (but only for Service description, quantities/usage metrics, subscription term, and Solution-specific terms expressly referenced in the Order); (2) this Agreement; and (3) any documentation or policies incorporated by reference. No Channel Partner, and no other third party, has authority to make commitments, warranties, representations, or modifications on Company's behalf. Sections that by their nature should survive will survive expiration or termination, including (as applicable) confidentiality, IP ownership, disclaimers, limitations of liability, and enforcement/beneficiary rights. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable and the remainder will remain in effect. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES ISSUED IN A PURCHASE ORDER OR OTHER DOCUMENT TO COMPANY ARE VOID AND OF NO FORCE OR EFFECT. COMPANY'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT IS FOR PAYMENT PROCESSING PURPOSE ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. This Agreement does not create any joint venture, partnership, employment, or agency relationship. There are no third-party beneficiaries to this Agreement, including under the Contracts (Rights of Third Parties) Act 1999. A waiver must be in writing and applies only to the specific instance. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.