



## END USER AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF THE SYNACK SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE THROUGH THE USE OF THE SYNACK PLATFORM OR BY PLACING AN ORDER WITH A RESELLER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND WILL BE REFERRED TO AS "*YOU*" OR "*END USER*" IN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "*YOU*" AND "*END USER*" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SYNACK SERVICES.

This End User Agreement ("*Agreement*") was last updated on December 11, 2023. It is effective between End User and Synack, Inc., a Delaware corporation with offices at 303 Twin Dolphin Drive, 6th Floor, Redwood City, CA 94065 ("*Synack*"), as of the date End User accepted this Agreement ("*Effective Date*"). Synack and End User are each referred to herein as a "*Party*" and collectively as the "*Parties*." In consideration of the mutual promises and upon the terms and conditions herein, the Parties agree as follows:

### 1. DEFINITIONS.

1.1 "*Confidential Information*" means, collectively, Confidential End User Information and Confidential Synack Information.

1.2 "*Confidential End User Information*" means non-public, confidential or proprietary information disclosed by End User to Synack, or to any employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "*Representatives*") of Synack, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether identified at the time of disclosure as confidential, or which would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential or proprietary. Confidential End User Information does not include System Data that has been aggregated and anonymized.

1.3 "*Confidential Synack Information*" means any non-public, confidential or proprietary information disclosed by Synack to End User, or to any of End User's Representatives, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether identified at the time of disclosure as confidential, or which would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential or proprietary.

1.4 "*End User Account*" means the account used by End User to access the Synack Platform, as permitted by Synack in accordance with this Agreement.

1.5 "*End User Materials*" means any application, software, technology, or other product or service that is submitted by End User to Synack for testing in connection with the Synack Services, and any environment in which the foregoing exist, as well as any other software, technology, information, data, materials and intellectual property provided or made available by End User to Synack hereunder.

1.6 "*Data Processing Addendum*" means the Data Processing Addendum hosted at <https://www.synack.com/data-processing-addendum/>.

1.7 "*FedRAMP End User*" any End User using Synack's FedRAMP cloud environment as part of the Synack Services.

1.8 "*Information Security Addendum*" means the Information Security Addendum hosted at <https://www.synack.com/information-security-addendum/>.

1.9 "*Rules of Engagement*" means the technical guidelines and restrictions mutually agreed upon in writing from time to time by End User and Synack regarding the Synack Services.

1.10 "*Subscription Period*" means the subscription period of the Synack Services purchased in an order document with the Reseller, including any renewal subscription period.

1.11 "*Synack Personnel*" means the Synack employees and contractors performing the Synack Services hereunder.

1.12 “*Synack Platform*” means the platform provided by Synack to End User in connection with the Synack Services which includes all software, interfaces, tools, utilities, and other technologies (and any related intellectual property) relating thereto.

1.13 “*Synack Services*” means all services provided by Synack to End User as set forth in on or more order documents, and any additional related support services as Synack may provide in its sole discretion.

1.14 “*System Data*” means information that is collected, derived, or otherwise generated in the course of providing the Synack Services.

1.15 “*Vulnerability*” means a weakness or mistake in a End User Material that (i) allows an attacker to gain access to a system or network or otherwise reduce a network or system's information security; and (ii) meets the terms provided in the End User's Rules of Engagement.

## 2. SYNACK SERVICES.

2.1 **Synack Services.** End User may order Synack Services from Synack through an order document with a Reseller. Synack shall provide End User the Services as specified in such order document. All changes to a order document must be approved by Synack.

2.2 **Synack Platform.** Synack will make the Synack Platform available to End User for use pursuant to this Agreement and the applicable order document during the Subscription Period specified in the applicable order document. End User will access the Synack Platform through the End User Account. End User will choose login credentials, including a password, for the End User Account. End User is responsible for all activities that occur through the End User Account or through use of the End User Account credentials. End User agrees to keep all End User Account credentials secure and will not provide this information to any third party. End User will notify Synack immediately of any loss or involuntary disclosure of its End User Account credentials, any unauthorized use of the End User Account, or any other breach of security.

## 3. END USER OBLIGATIONS.

3.1 **Cooperation; End User Primary Contact.** End User shall cooperate with Synack in all matters relating to Synack Services. End User shall appoint a End User employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of End User with respect to matters pertaining to this Agreement.

3.2 **End User Information and Materials.** End User shall provide such End User Materials as Synack considers reasonably necessary in order to carry out the Synack Services in a timely manner and to ensure that Synack has adequate information to undertake the Synack Services. If End User provides Synack or Synack Personnel with access to any non-public End User Materials, End User shall cooperate with Synack in its efforts to make such End User Materials available through the Synack Platform and allow Synack Personnel to access the End User Materials.

3.3 **End User Authorization.** Subject to the terms and conditions of this Agreement, End User grants to Synack the right to use and access the End User Materials and to permit Synack Personnel to use and access the End User Materials for the purpose of performing and providing the Synack Services.

3.4 **Synack Platform Restrictions.** In connection with End User's use of the Synack Platform, End User shall not:

- (a) copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute or publicly display the Synack Platform, Synack Services, any other material made available via the Synack Services, or any part of any of the foregoing, without the prior written consent of Synack;
- (b) decompile, disassemble, translate or otherwise reverse engineer or attempt to derive the source code for the Synack Platform or the Synack Services or any portion thereof;
- (c) attempt to obtain any information or content from the Synack Platform or Synack website using any robot, spider, scraper or other automated means for any purpose, except as otherwise expressly permitted in writing by Synack;
- (d) transmit or upload any software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of Synack or any third party;
- (e) misrepresent or impersonate any person or entity, including any employee or representative of Synack;
- (f) interfere or attempt to interfere with the proper working of the Synack Platform or Synack Services or any activities conducted on the Synack Platform or Synack Services;
- (g) use the Synack Platform or the Synack Services in any manner that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contract; (ii) is false, misleading or inaccurate; (iii) is unlawful, threatening, abusive, harmful, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane or invasive of another's privacy; (iv) makes any unsolicited communications or advertising not authorized by Synack, promotional materials or any other form of solicitation for any type of information; or (v) imposes, as determined in Synack's sole discretion, an unreasonable or disproportionately large load on Synack's IT infrastructure; or
- (h) violate or otherwise not comply with any applicable local, state, national or international law or regulation.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1 **Synack Platform and Synack Services.** Subject to the rights expressly granted to End User in this Agreement, any and all intellectual property rights in or related to the Synack Platform and Synack Services, including all related technology and services, are and shall remain, as between End User and Synack, the sole and exclusive property of Synack.

4.2 **End User Materials.** Subject to the rights expressly granted to Synack and Synack Personnel, any and all intellectual property rights in or related to the End User Materials are and shall remain, as between End User and Synack, the sole and exclusive property of End User.

4.3 **System Data.** Synack may use System Data (i) to analyze the performance of and enhance Synack products and services, and (ii) Synack may disclose such information and data in reports, presentations and other publications solely in an aggregated and anonymized manner such that it does not identify End User, any End User Material, or any individual, or enable any such information or data to be associated with End User, a End User Material, or any individual.

#### 5. CONFIDENTIAL INFORMATION.

5.1 **Obligations.** Each Party (each, a “Receiving Party”) will maintain in confidence all Confidential Information disclosed to it by the other Party (the “Disclosing Party”). Each Receiving Party agrees not to disclose such Confidential Information except as expressly authorized by this Agreement or unless the Disclosing Party provides the Receiving Party with written consent. Each Receiving Party agrees not to use the Disclosing Party’s Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement. Each Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees, agents or subcontractors who need to know such Confidential Information for the purposes of this Agreement (including, in Synack’s case, to Synack Personnel) who are under an obligation of confidentiality to the Receiving Party. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information. At the end of the Term, each Receiving Party will destroy any Confidential Information still in its possession, provided that backup copies may be retained for compliance purposes or in accordance with an ordinary course document retention policy of Receiving Party. All such copies remain subject to the confidentiality obligations of this Agreement.

5.2 **Exceptions.** The obligations of confidentiality contained in Section 5.1 will not apply to the extent that it can be established by the Receiving Party beyond a reasonable doubt that such Confidential Information:

- (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;
- (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure by the Disclosing Party to the Receiving Party;
- (c) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party and other than through any act or omission of the Receiving Party in breach of this Agreement;
- (d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others;
- (e) was developed independently by the Receiving Party without any use of or reference to Confidential Information of the Disclosing Party; or
- (f) was disclosed with the prior written consent of the Disclosing Party.

5.3 **Required Disclosures.** The foregoing confidentiality and nondisclosure obligations shall not prohibit the disclosure of Confidential Information, to the extent such disclosure is required by law or by regulation; provided, however, that, in such event, the Receiving Party provides the Disclosing Party with prompt notice of such disclosure so that the Disclosing Party has the opportunity if it so desires to seek a protective order or other appropriate remedy.

5.4 **Injunctive Relief.** Each Party acknowledges that the other Party’s Confidential Information is unique and valuable, and that breach by a Receiving Party of the obligations of this Section 5 regarding the Disclosing Party’s Confidential Information could result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or anticipated breach of this Section 5, the affected Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages

#### 6. DATA SECURITY AND PRIVACY

6.1 **Information Security Requirements.** Synack shall maintain the information security standards set forth in Synack’s Information Security Addendum during the Term.

6.2 **End User Data.** To the extent that Synack processes personal data in the course of providing the Synack Services to End User, End User agrees to Synack’s Data Processing Addendum.

6.3 **Data Privacy.** End User represents and warrants that End User has obtained all necessary rights to permit Synack to collect and process the End User data described in Section 6.2, including, without limitation, data from endpoints, servers, cloud applications, and logs.

## 7. WARRANTIES.

7.1 **Both Parties.** Each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the acceptance of this Agreement by its representative who accepted this Agreement has been duly authorized by all necessary corporate action of the Party; and
- (d) when accepted and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2 **Synack Warranties.** Synack shall perform the Synack Services in a timely and professional manner consistent with industry standards, and in conformance in all material respects with the requirements set forth in the applicable order document.

7.3 **End User Warranties.** End User represents and warrants that (a) it owns or has sufficient license or other legal rights to authorize the Synack Services with respect to all End User Materials and (b) the End User Materials do not infringe or otherwise misappropriate or violate (i) any third party intellectual property rights including, but not limited to, patents, trade secrets, trademarks, and copyrights or (ii) any other rights. End User shall immediately notify Synack in writing if End User becomes aware of any actual or suspected infringement, misappropriation, or other violation of rights by the authorization provided by End User to Synack with respect to the Synack Services.

7.4 **Disclaimer of Warranties.** THE SYNACK SERVICES, THE SYNACK PLATFORM AND ANY CONTENT AND INFORMATION PRESENTED ON OR VIA THE SYNACK SERVICES OR THE SYNACK PLATFORM ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TIMELINESS, ACCURACY, COMPLETENESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SAFETY. ANY ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SYNACK OR ITS AUTHORIZED REPRESENTATIVES, OR BY SYNACK PERSONNEL, WILL NOT BE DEEMED TO CREATE ANY WARRANTY. WITHOUT LIMITING THE FOREGOING, NEITHER SYNACK NOR ITS LICENSORS WARRANT THAT ACCESS TO THE SYNACK SERVICES OR THE SYNACK PLATFORM WILL BE UNINTERRUPTED OR THAT THE SYNACK SERVICES OR THE SYNACK PLATFORM WILL BE ERROR-FREE.

## 8. INDEMNIFICATION.

8.1 **By End User.** End User shall defend, indemnify, and save harmless Synack and its officers, directors, employees, Synack Personnel, agents and representatives ("*Indemnified Synack Parties*") from and against any and all damages, liabilities, losses and other costs (including without limitation reasonable attorneys' fees) relating to any claim, demand, suit, or any other proceeding brought by a third party ("*Claim*") against any Indemnified Synack Party arising from or relating to any actual or alleged violation or infringement of any proprietary right of any third party (including, but not limited to, any patent, copyright, trademark, trade secrets or any other intellectual property rights) by the End User Materials or the use thereof by Synack or Synack Personnel in accordance with this Agreement. This Section 8.1 will not apply to any Claim to the extent that the Claim arises out of (a) any unauthorized modification of the End User Materials by Synack or any Synack Personnel, or (b) any combination of the End User Materials with other products, services or materials not authorized by End User.

8.2 **By Synack.**

- (a) Synack shall defend, indemnify, and save harmless End User and its officers, directors, employees, agents and representatives ("*Indemnified End User Parties*") from and against any and all damages, liabilities, losses and other costs (including without limitation reasonable attorneys' fees) relating to any Claim against any Indemnified End User Party arising from or relating to any actual or alleged violation or infringement of any proprietary right of any third party, (including, but not limited to, any patent, copyright, trademark, trade secrets or any other intellectual property rights) by the Synack Services or Synack Platform. This Section 8.2(a) will not apply to any Claim in the event and to the extent that the Claim (i) arises out of or is related to (A) any modification of the Synack Services or Synack Platform other than by Synack, (B) any combination of the Synack Services or Synack Platform with other products, services or materials not authorized by Synack, or (C) End User's failure to use the replacement or modification provided by Synack pursuant to Section 8.2(b), or (ii) is subject to indemnification by End User pursuant to Section 8.1.
- (b) If Synack believes the Synack Services and/or Synack Platform infringe or may be alleged to infringe any third party proprietary right, then Synack may, in addition to its indemnification obligations set forth above, and at its sole option and expense: (i) procure for End User the right to use the allegedly infringing Synack Services or Synack Platform, as applicable, (ii) replace the Synack Services or Synack Platform, as applicable, with other non-infringing services or products, or (iii) modify the Synack

Services or Synack Platform, as applicable, so that it does not infringe. If none of (i) through (iii) is commercially feasible, Synack may terminate this Agreement immediately upon written notice to End User. This Section 8.2 states the entire liability and obligations of Synack, and the exclusive remedy of End User, with respect to any actual or alleged infringement of any third-party proprietary rights in connection with this Agreement.

**8.3 Indemnification Procedure.** The indemnification obligations above in Sections 8.1 and 8.2 are contingent on the indemnified party (a) promptly notifying the indemnifying party of any Claim (provided that the indemnified party's failure to provide such prompt notice will not release the indemnifying party from its indemnification obligations except to the extent the indemnifying party is materially prejudiced thereby); (b) providing the indemnifying party with any reasonable information and assistance needed to defend or settle the Claim (provided the indemnifying party bears any out of pocket expenses incurred by the indemnified party in providing such assistance or information) and (c) allowing the indemnifying party the right to have sole control of the investigation, defense and settlement of the Claim, provided that the indemnifying party will not enter into any settlement of a Claim that: (i) imposes a monetary obligation on the indemnified party that is not covered by the indemnification; (ii) imposes a material, non-monetary obligation on the indemnified party, (iii) does not include an unconditional release of the indemnified party; or (iv) admits liability on the part of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party shall have the option, at its expense, to participate in the defense or settlement of the Claim with counsel of its own choosing.

**9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE BY A PARTY PURSUANT TO SECTION 8 (INDEMNIFICATION), (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY LOST PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND (B) IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL AMOUNT OF FEES PAID BY END USER FOR THE SYNACK SERVICES PROVIDED TO THE END USER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

## **10. TERM AND TERMINATION.**

**10.1 Term.** This Agreement shall continue in full force and effect during the Subscription Period unless earlier terminated in accordance with this Agreement.

**10.2 Termination.** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches this Agreement and does not cure such breach within twenty (20) days following its receipt of written notice thereof from the non-breaching Party. Synack may terminate this Agreement (a) for any reason upon thirty (30) days prior written notice to End User, and (b) immediately, with or without prior notice, if Synack determines, in its sole discretion, that any End User Material violates the warranties set out in Section 7.3.

### **10.3 Effect of Termination.**

- (a) Except as otherwise expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the Parties shall immediately cease and terminate. Termination or expiration of this Agreement will not relieve or release either Party from any liability which, at the date of termination, has already accrued to the other Party.
- (b) Upon any expiration or termination of this Agreement each Party shall promptly return to the other Party all Confidential Information of the other Party in its possession or under its control, or, upon written request of the other Party, destroy all Confidential Information in its possession.
- (c) Notwithstanding anything to the contrary in the foregoing, the provisions of this Section 10.3 and of Sections **Error! Reference source not found.**, 4-9, and 12.2-12.12 shall survive the termination or expiration of this Agreement in accordance with their terms.

## **11. PRODUCT SPECIFIC TERMS.**

**11.1 FedRAMP.** Non-federal Customers who purchase FedRAMP Synack Services will be required to enter into a FedRAMP addendum to be provided by Synack prior to the commencement of such use. FedRAMP Customers must notify and receive prior approval from Synack for third party functions, ports, protocols, and services intended for organizational use. The only integrations the FedRAMP Customer may use in Synack's FedRAMP cloud environment are those integrations provided by Synack. Further, these integrations may only integrate with environments which are hosted by FedRAMP authorized cloud providers or self-hosted by the FedRAMP Customer which adhere to the NIST SP 800-53 compliance standards. FedRAMP Customers must notify Synack prior to making any changes that will cause any previously approved integrations to no longer adhere to the NIST SP 800-53 compliance standards.

**11.2 Synack Credits.** To the extent End User has purchased Synack Credits from a Reseller, such Synack Credits will be promptly credited to the End User Account and will be redeemable for the Synack Services described in the catalog published within the Synack Platform or such other site as indicated by Synack (the "*Synack Catalog*"). The Synack Services and the number of Synack Credits required to redeem Synack Services set forth in the Synack Catalog may change at any time. Synack Credits may only be redeemed for

the Synack Services listed in the Synack Catalog. Synack Credits have no cash value, are non-transferable and non-refundable. All Synack Credits are valid only during the Subscription Period defined in the applicable order document in which they were purchased (or if undefined, one (1) year from the date of purchase). Synack Credits will expire upon the earlier of the end of the applicable Subscription Period or the termination of the Agreement unless used prior to such expiration or termination.

## **12. GENERAL.**

**12.1 Publicity.** Synack shall have the right to use and display End User's name and logo on Synack's website and in other advertising and marketing materials and to otherwise disclose that End User is a client of Synack.

**12.2 Governing Law.** The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to the conflict of law provisions thereof, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereto consent to the jurisdiction of the state and federal courts of the U.S. located in San Mateo County, California in connection with any controversy arising out of this Agreement and agree not to bring any action in any other jurisdiction.

**12.3 Waiver and Amendment.** No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder shall be effective unless made in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced, and this Agreement may only be amended by a writing signed by both Parties. No failure by any Party to exercise, and no delay by any Party in exercising, any right, power or remedy with respect to the obligations secured hereby shall operate as a waiver of any such right, power or remedy.

**12.4 Assignment.** End User shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Synack. Synack shall have the right to freely assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and the permitted assigns of the respective Parties hereto.

**12.5 Force Majeure.** Neither Party shall be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement on account of, riots, insurrections, fires, floods, storms, explosions, acts of nature, acts of terrorism, war, governmental action, labor conditions, earthquakes, or any other cause that is beyond the reasonable control of such Party.

**12.6 Notices.** All notices required by or permitted under this Agreement shall be in writing and shall be deemed given as of the day personally delivered or electronic mail (provided that delivery to the recipient is confirmed), or sent by express courier, each such delivery method delivered, sent or addressed to the address set forth below the signature line, or at such other address as properly designated in writing from time to time.

**12.7 Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be enforced to the maximum extent possible and the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way.

**12.8 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

**12.9 Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall confer any rights upon any person other than the Parties, and each such Party's respective successors and permitted assigns.

**12.10 Independent Contractors.** The relationship between the Parties is and shall be that of independent contractors. It is expressly agreed that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, fiduciary or agency relationship, or contract of employment. Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, that shall be binding on the other Party.

**12.11 Headings.** The headings used in this Agreement are for convenience only and shall not be considered part of the Agreement.

**12.12 Entire Agreement.** This Agreement, including the Information Security Addendum and the Data Processing Addendum incorporated herein, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, between the Parties hereto with respect to the subject matter hereof. This Agreement shall supersede any separate confidentiality or nondisclosure agreement signed by the Parties with respect to the performance of the Synack Services hereunder.