

**STRAIKER, INC.**  
**TERMS OF SERVICE**

YOU AGREE TO ACCESS AND USE THE SERVICES (AS DEFINED BELOW) MADE AVAILABLE TO YOU BY STRAIKER INC. (“**STRAIKER**”) SOLELY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS (THIS “**AGREEMENT**”). YOUR ACCESS AND USE OF THE SERVICES IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT ACCESS OR USE THE SERVICES.

IF YOU ARE USING THE SERVICES ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY, THE “**CUSTOMER**”) THEN YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER WITH THE AUTHORITY TO BIND SUCH CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) HAVE READ THIS AGREEMENT; (III) UNDERSTAND THIS AGREEMENT, AND (IV) AGREE TO THIS AGREEMENT ON BEHALF OF SUCH CUSTOMER AND THE CUSTOMER IS BOUND BY AND A PARTY TO THIS AGREEMENT. STRAIKER AND CUSTOMER MAY BE REFERRED TO HEREIN COLLECTIVELY AS THE “**PARTIES**” OR INDIVIDUALLY AS A “**PARTY**.”

**1. DEFINITIONS.**

1.1 “**Aggregated Data**” means Customer Data that has been aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

1.2 “**Authorized User**” means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

1.3 “**Customer Data**” means, other than Usage Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.4 “**Documentation**” means Straiker's user manuals, handbooks, and guides relating to the Services provided by Straiker to Customer either electronically or in hard copy form.

1.5 “**High Risk Activities**” means activities where use or failure of a Service could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

1.6 “**Prohibited Data**” means any: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”); (c) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (“**PCI DSS**”); (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver’s license numbers, or other government ID numbers; or (f) any data similar to the above protected Laws.

1.7 “**Services**” means the software-as-a-service offering described in an Order as updated from time-to-time by Straiker in its sole discretion.

1.8 “**Straiker IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Straiker IP includes Usage Data and any information, data, or other content derived from Straiker's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

1.9 “**Third-Party Platform**” means any third-party platform, add-on, service, or product not provided by Straiker that Customer elects to integrate or enable for use with any Service.

1.10 “**Third-Party Products**” means any third-party products provided with or incorporated into the Services.

1.11 “**Usage Data**” means data and information related to Customer's use of the Services that is used by Straiker in an

aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

## 2. ACCESS AND USE.

2.1 Permitted Use. During the Term, subject to Customer's compliance with the terms of this Agreement, Customer may access and use the Services only for its internal business purposes in accordance with the Documentation, this Agreement, and any limitations set forth in an Order, and Customer may be unable to access the Services if it does not have a sufficient usage token balance at any given time.

2.2 API License. During the Term, subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order, Straiker grants Customer a limited, non-transferable, revocable, non-exclusive, non-sublicensable right and license for each Authorized User to: access and use the API provided by Straiker in accordance with the Documentation solely for the purposes of transmitting Customer Data to the Services.

2.3 Authorized Users. Only Authorized Users, using the mechanisms designated by Straiker ("**Log-in Credentials**"), may access and use the Services. Each Authorized User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with this Agreement and all actions taken through their Log-in Credentials. Customer will promptly notify Straiker if it becomes aware of any compromise of any Log-in Credentials. Straiker may process Log-in Credentials in connection with Straiker's provision of the Services or for Straiker's internal business purposes.

2.4 Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense a Service to a third party (other than Authorized Users); (b) use a Service on behalf of, or to provide any product or service to, third parties; (c) use a Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to a Service, except to the extent expressly permitted by applicable law (and then only with prior notice to Straiker); (e) modify or create derivative works of a Service or copy any element of a Service; (f) remove or obscure any proprietary notices in a Service; (g) publish benchmarks or performance information about a Service; (h) interfere with the operation of a Service, circumvent any access restrictions, or conduct any security or vulnerability test of a Service; (i) transmit any viruses or other harmful materials to a Service; (j) take any action that risks harm to others or to the security, availability, or integrity of a Service; or (k) access or use a Service in a manner that violates any applicable law. Additionally, Customer must not use a Service with Prohibited Data or for High Risk Activities. Notwithstanding anything else in this Agreement, Straiker has no liability for Prohibited Data or use of a Service for High Risk Activities.

2.5 Use of Customer Data. Customer grants Straiker the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide any Services, Support, and Technical Services; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by Laws or as agreed to in writing between the parties. Customer agrees that Straiker may use Customer Data to train and improve the Services, provided that such Customer Data is de-identified and does not identify Customer as the source of the Customer Data.

2.6 Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Straiker does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Services, Customer authorizes Straiker to access and exchange Customer Data with such Third-Party Platform on Customer's behalf and Customer further agrees that the use of the Services may require Customer to enter into agreements governing the use of such Third-Party Platforms.

2.7 Reservation of Rights. Straiker reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Straiker IP.

2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, Straiker may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Straiker reasonably determines that (a) there is a threat or attack on any of the Straiker IP; (b) Customer's or any Authorized User's use of the Straiker IP disrupts or poses a security risk to the Straiker IP or to any other customer or Straiker of Straiker; (c) Customer, or any Authorized User, is using the Straiker IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) Straiker's provision of the Services to Customer or any

Authorized User is prohibited by applicable law; or (ii) any Straker of Straker has suspended or terminated Straker's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension described in subclause (i) or (ii), a "***Service Suspension***"). Straker shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Straker shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Straker will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.9 **Usage Data.** Notwithstanding anything to the contrary in this Agreement, Straker may monitor Customer's use of the Services and collect and compile Usage Data. As between Straker and Customer, all right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by Straker. Customer acknowledges that Straker may compile Usage Data based on Customer Data input into the Services. Customer agrees that Straker may: (i) make Usage Data publicly available in compliance with applicable law; and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data do not identify Customer or Customer's Confidential Information.

2.10 **Trials and Betas.** If Customer receives access to Services or features thereof on a free or trial basis or as an alpha, beta, or early access offering ("***Trials and Betas***"), use is permitted only for Customer's internal evaluation during the period designated by Straker (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Straker may never release, and their features and performance information are Straker's Confidential Information. Notwithstanding anything else in this Agreement, Straker provides no warranty, indemnity, or support for Trials and Betas.

3. **CUSTOMER RESPONSIBILITIES.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. Straker may from time-to-time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions.

4. **SUPPORT.** Subject to payment of the corresponding fees, Straker will respond promptly to technical support requests between 8:00am to 6:00pm Pacific Time ("***Business Hours***"), excluding federal and bank holidays. Straker will use reasonable efforts to respond to technical support requests outside of Business Hours. Straker will use reasonable efforts designed to avoid any disruption of the availability of the Services outside of scheduled maintenance windows and emergency downtime.

## 5. **FEES AND AUDIT.**

5.1 **Fees.** Customer shall pay Straker the fees as set forth in the applicable Order without offset or deduction ("***Fees***"). All Fees are non-refundable and non-cancelable. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Straker's income.

5.2 **Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Straker may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records to evaluate Customer's compliance with this Agreement, including without limitation Customer's payment of all amounts due hereunder. If such inspection and audit reveals that Customer has underpaid Straker with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest, if applicable. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter or if the audit discovers a material breach of this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. **CONFIDENTIAL INFORMATION.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential

information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media that is marked or otherwise designated as "confidential", "proprietary", or something similar at the time of disclosure or within a reasonable period of time thereafter and/or would be considered confidential or proprietary by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## **7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.**

7.1 **Straiker IP.** Customer acknowledges that, as between Customer and Straiker, Straiker owns all right, title, and interest, including all intellectual property rights, in and to the Straiker IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

7.2 **Customer Data.** Straiker acknowledges that, as between Straiker and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants, and hereby represents, warrants, and covenants that it has all rights necessary to grant, to Straiker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Straiker to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Usage Data.

7.3 **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Straiker by mail, email, telephone, or otherwise, suggesting or recommending changes to the Straiker IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Straiker is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Straiker on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Straiker is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Straiker is not required to use any Feedback.

8. **WARRANTY DISCLAIMER.** ALL STRAIKER IP PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE SERVICES, IS PROVIDED "AS IS" AND STRAIKER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. STRAIKER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. STRAIKER MAKES NO WARRANTY OF ANY KIND THAT THE STRAIKER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. **INDEMNIFICATION.** Customer shall indemnify and, at Straiker's option, defend Straiker and its affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns from and against any damages and costs resulting from a third-party claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's rights and any third-party claims based on Customer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; or (iii) use of the Services in combination

with data, software, hardware, equipment, or technology not provided or authorized by Straiker in writing.

10. **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL STRAIKER BE LIABLE TO THE CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. **TERM AND TERMINATION.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period set forth on the applicable Order (the "**Term**"). Straiker may terminate this Agreement, effective on written notice to Customer. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Straiker IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Straiker IP and certify in writing to the Straiker that the Straiker IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination. Notwithstanding any termination of this Agreement, those provisions which by their nature are intended to survive termination, including but not limited to provisions regarding intellectual property rights, confidentiality, indemnification, limitation of liability, disclaimers of warranties, dispute resolution, and governing law, shall continue to remain in full force and effect after such termination.

## 12. MISCELLANEOUS.

12.1 **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

12.2 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the applicable Order or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

12.3 **Force Majeure.** In no event shall Straiker be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Straiker's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.4 **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.5 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California 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 California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in San Francisco County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12.7 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Straiker. Straiker may assign this Agreement freely without restriction. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

12.8 Export Regulation. Customer will comply with all relevant U.S. and foreign export and import Laws in using any Service. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use Services in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

12.9 U.S. Government Rights. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

12.10 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach of any of its obligations under Section 6 or Section 2.3, would cause Straiker irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Straiker will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12.11 Anticorruption Laws. Customer acknowledges that it is familiar with, understands, and agrees to comply with the U.S. Foreign Corrupt Practices Act (the "**FCPA**"), the U.K. Bribery Act of 2010 ("**UKBA**"), and all applicable local anticorruption laws. Customer understands that these laws prohibit the payment or offering of anything of value, including but not limited to payments, gifts, travel, entertainment, and meals, either directly or indirectly, to any foreign government official, political party, or candidate for the purpose of influencing an official act or decision, or inducing such official or party to use their influence to assist in obtaining or retaining business related to the Deliverables. Customer agrees not to violate, or knowingly allow anyone to violate, the FCPA, UKBA, or any other applicable anticorruption or antibribery law. Customer further agrees that no payment it makes will constitute a bribe, kickback, influence payment, rebate, or any other form of illicit payment under the FCPA, UKBA, or any other applicable law.