ISLAND SUBSCRIPTION TERMS

Last Updated: February 11, 2026 (v.2.2)

Introduction

The Island Subscription Terms below govern Customer's access to and use of Island's Services. If you have any questions about the Island Enterprise Browser or the Island Subscription Terms, please contact us at: Legal@island.io.

Assent to the Island Subscription Terms

The Island Subscription Terms (this "**Agreement**") are by and between the customer entity listed on an Order ("**Customer**") and Island Technology, Inc., a Delaware corporation having its principal place of business at 3200 Olympus Blvd, Suite 200, Dallas, TX 75019 ("**Company**") (each, a "**Party**" and collectively, the "**Parties**").

The Parties hereby agree to the terms of this Agreement, which shall form a binding contract between them and be effective on the earliest of (i) Customer's access to or use of the Services (as defined below), (ii) where the Agreement is linked or referenced in an Order, on the date of last signature to such Order or (iii) where a click-through or check-box is provided within the Services, on Customer's clicking or checking "I agree" (or similar alternative language). This Agreement does not have to be signed in order to be effective, and shall govern the relationship of the Parties unless another valid agreement has been entered into by the Parties. If Customer does not agree to the terms of this Agreement or cannot otherwise comply with the Agreement, Customer shall not assent to the Agreement or access or use the Services.

With respect to any individual assenting to this Agreement on behalf of its employer or another entity, that individual represents and warrants that it: (i) has full legal authority to bind its employer or such entity to this Agreement; (ii) has read and understood this Agreement; and (iii) agrees to this Agreement on behalf of the Party that it represents. In the event that an individual registers or signs up for the Services using an email address from its employer or another entity on behalf of which it is providing services, then that individual (a) will be deemed to represent such employer or other entity Party, and (b) will bind such employer or other entity Party to this Agreement. If an individual does not have the legal authority to bind its employer or the applicable entity, that individual should not access or use the Services, should not sign the Order and should not click or check "I agree" (or similar alternative language).

Partner Purchases

If Customer has purchased the Services from a partner, reseller or distributor authorized by Company (a "**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and such Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form, which are not contained in this Agreement, apply only as between Customer and such Partner, and Company shall have only those obligations set forth herein. Accordingly, Customer must seek redress or realization or enforcement of such rights solely from such Partner, and not from Company.

Evaluations

If you are using the Services as a proof of value, proof of concept or for evaluation purposes, the Services are provided "AS IS" without warranty of any kind and in accordance with the terms of Section 10.1 (*Evaluations*) below.

ISLAND SUBSCRIPTION TERMS

1.   **Subscription**.
1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and, to the extent expressly provided in the applicable Order, its Affiliates (as defined below) a limited, worldwide, non-exclusive, non-sublicensable, non-assignable and revocable right and license to install, remotely access (i.e. on a SaaS basis) and for Permitted Users to use the Company proprietary software products (the "**Software**") during the applicable Subscription Term (as defined below), solely for Customer's internal business purposes. Unless otherwise indicated, the term "**Software**" also includes any appliance and any manual or documentation ("**Documentation**") provided or made available to Customer in connection with the operation of the Software. Customer may only use the Software strictly in accordance with this Agreement and the Documentation, subject to the use limitations indicated in the Order or Partner Order Form (if purchased via Partner) and applicable laws and regulations. Each Order is hereby incorporated into this Agreement by reference. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and an Order, this Agreement shall prevail (unless an Order specifically states otherwise). The Software and any related services provided to Customer and detailed in an Order shall be referred to as the "**Services**". "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests or equity of the subject entity.
1.2 For the purpose of this Agreement, "**Order**" means either (i) an order document issued by Company and agreed to by Customer for the provision of the applicable Services pursuant to this Agreement; (ii) if approved and accepted by Company in writing, a purchase order delivered by Customer provided that such purchase order incorporates by reference all of the terms and conditions reflected in this Agreement; or (iii) a Partner Order Form.

1.3 Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Services, and for ensuring their compatibility with the Services. Company shall have no liability for any failure of the Software to function properly due to Customer's equipment or systems which do not meet the compatibility requirements in the Documentation. Company may modify or update the Services at any time, in its discretion. All updates provided to Company's customers generally shall also be made available to Customer. After the effective date of such update, Company shall bear no obligation to run, provide or support legacy versions of the Services.

2. **Permitted Users**.

2.1 The Services may be accessed solely by Customer's and its Affiliates' employees or other personnel acting on behalf of Customer or its Affiliates, who are explicitly authorized by Customer to access and use the Software (each, a "**Permitted User**"). Customer shall immediately report any unauthorized access or use of the Software to Company. In order to access the Software, Customer or its Permitted Users may be required to set up an administrative account with Company ("**Account**").

2.2 Customer will ensure that the Permitted Users comply with the terms of this Agreement at all times and shall be fully responsible and liable for any breach of this Agreement or applicable law by a Permitted User. Customer will require that all Permitted Users keep their user ID and password information strictly confidential and shall not share credentials among multiple users or permit any user to access the Software using another user's credentials. Unauthorized access or use of the Software must be immediately reported to Company.

3. **Subscription Fees**.

3.1 If Customer has purchased the license granted under Section 1 and the Services directly from Company this Section 3.1 shall apply. The Services are conditioned on Customer's payment in full of the applicable fees. Unless otherwise specified in the respective Order: (i) the Services are conditioned on Customer's payment in full of the applicable fees set forth in each Order; (ii) Customer will pay all amounts due under this Agreement in U.S. Dollars; (iii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iv) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law. All amounts payable under each Order are exclusive of all sales, use, excise, gross-receipts, value-added, withholding, and other direct or indirect taxes, charges, levies, duties or governmental charges which shall be payable by Customer, except for taxes based upon Company's net income.

3.2 If Customer purchased the license via a Partner, the Services are subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise in writing, Company will refund any applicable fees to the Partner, and the Partner will be solely responsible for refunding the appropriate amounts to Customer.

4. **Prohibited Uses**. Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing, managed service provider, or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) export, make available or use the Software in any manner prohibited by applicable laws; or (ix) store or transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

5. **Mutual Warranties**. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) any individual assenting to this Agreement on its behalf is authorized to do so; and (iii) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

6. **Intellectual Property Rights**.

6.1 The Software is licensed, not sold, and is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, or related to the Software (and any and all improvements, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not

convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

6.2   If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

6.3   Any anonymized or aggregated information, which is derived from Customer Data or the use of the Software and the Services (i.e., metadata, statistics or analytics information, intelligence relating to the operation, support or Customer's use thereof) which is not personally identifiable information ("**Analytics Information**") may be used by Company for providing the Software and the Services and the development and improvement thereof, or for statistical purposes (internally or externally). Notwithstanding anything to the contrary, the Analytics Information is Company's exclusive property.

6.4   As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer or otherwise integrated with the Software via an API, or data belonging to Customer's applications within the environment in which the Software is made available ("**Customer Data**"). Customer shall be solely responsible for the legality, reliability, integrity, accuracy, quality, and appropriateness of all Customer Data, and Customer represents and warrants that Customer Data does not violate any applicable laws, regulations, or third-party rights. Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Software or related services hereunder. Company shall use Customer Data solely as necessary in providing the Services or as otherwise agreed by the parties.

7.   **Third Party Components**. The Software may use or include third party open source software and commercial software, files, libraries or components (including plug-ins and extensions) that may be   made available to Customer and are subject to third party license terms which are made available in the Software. If there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail but solely in connection with the related third-party software. Company does not control and makes no representation, warranty or indemnity hereunder with respect to any third-party software.

8.   **Confidentiality**. Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own similar confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving Party's obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, use of, or reliance on, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts or omissions of such persons. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with the disclosing Party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

9.   **Personal Data.** While using the Services or the Software, certain Customer Data will be made available or accessible to Company or the Services. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform our Services. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, or process the Customer Data through Company's affiliates, subsidiaries, third party service providers and vendors as reasonably necessary to provide the Services.

10. **Additional Services**

10.1 **Evaluations.** If Customer is using the Services for a fee-free trial, proof of value, proof of concept, evaluation, one-time assessment, or other similar purpose ("**Evaluation**"), such Evaluation is granted for a limited period of sixty (60) days, unless otherwise stated in the Order and in each case solely for the purpose of evaluating and testing the Services to determine whether to purchase a subscription for Customer's internal use. Company may terminate Customer's access to and use of any Evaluation at any time. Evaluations are provided "as is" without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 12 (*Limitation of Liability*) or any other provision of this Agreement, Company's maximum aggregate liability under any Evaluation shall be capped at five thousand dollars US ($5,000 US).

10.2 **Preview Features**. From time to time, Company may make beta, pilot, or early access features, services or functionality available to Customer on a beta-testing basis ("**Preview Feature(s)**") to try at no charge. Company makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding Preview Features, and Company shall have no liability of any kind arising out of or in connection with Preview Features. Service level agreements otherwise agreed with Customer shall not apply to Preview Features. Customer may choose to try Preview Features in its sole discretion, and Company, in its sole discretion, may (a) discontinue Preview Features at any time, or (b) elect not to make Preview Features generally available.

10.3 **Customer Integrations**. The Services may provide Customer with the ability to integrate certain functionalities of the Services with applications or services separately provided to Customer by third parties ("**Third Party Services**") via API integrations built by either Company or the Third Party Service provider ("**Third Party Integrations**"). Customer's use of such Third Party Integrations is optional and Customer shall be required to take the steps set forth in the Documentation to enable a Third Party Integration. Customer acknowledges and agrees that: (a) the use of Third Party Services are subject to the terms and conditions agreed between Customer and each such Third Party Service provider; (b) Customer may be required to grant Company access to its Third Party Service account or to grant the Third Party Service provider access to its Company account; and (c) Customer Data may be transferred between Company and the Third Party Service provider as required and authorized by Customer for the interoperation with the Services. Since Company does not provide such Third Party Services, Company cannot guarantee the continued availability of such Third Party Integration and may cease supporting them at any time, including if the relevant Third Party Service provider ceases to make its application or service available for integration with the Services or changes the way it does so in a way that is not reasonably acceptable to Company. To the maximum extent permitted by law but without derogating from Company's obligations under this Agreement, Company shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Customer Data by Third Party Service providers.

10.4 **AI Features**. From time to time, Company may make available certain functionalities that allow Customer to utilize artificial intelligence, machine learning, or similar technologies through the Services in connection with the Services' processing of Customer Data (the "**AI Features**"). Customer's use of such AI Features is optional. If Customer elects to use AI Features, Customer Data will not be used to train or improve third-party foundation models without Customer's consent. Customer or its Permitted Users may provide input, including Customer Data, for use with the AI Features ("**AI Input**") and receive output generated and returned by the AI Features based on the AI Input ("**AI Output**"). Other Company customers providing similar AI Input to the AI Features may receive the same or similar AI Output. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for accuracy, completeness and to determine if it meets Customer's needs and technical environment before electing to use AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. Notwithstanding anything to the contrary in this Agreement, Company expressly disclaims any warranty that the AI Output will be accurate, complete, error-free, or fit for a particular purpose.

11. **LIMITED WARRANTIES**. Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. Customer shall notify Company of any failure of the Software to substantially conform with the Documentation and shall provide Company with (i) Customer's estimation of the severity of such non-conformity; and (ii) such reasonable screenshots, printouts, documentation and other details of such non-conformity as Company shall request. AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY, COMPANY SHALL USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR OR REPLACE THE SOFTWARE OR IF NEITHER OF THE FOREGOING IS COMMERCIALLY FEASIBLE, AS DETERMINED BY COMPANY IN ITS SOLE DISCRETION, TERMINATION OF THE APPLICABLE SOFTWARE FUNCTIONALITY. The warranty set forth herein shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Documentation; or (iv) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, ITS RELATED SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOFTWARE OR THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED

WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

12. **LIMITATION OF LIABILITY**.

12.1 WITHOUT DEROGATING FROM THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 13 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CUSTOMER'S MISAPPROPRIATION OR OTHER VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE): (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (THE "GENERAL LIABILITY CAP"). NOTWITHSTANDING THE FOREGOING, IN THE CASE OF PROTECTED INFORMATION CLAIMS (DEFINED BELOW), COMPANY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO CUSTOMER AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM ("EXPANDED LIABILITY CAP"). "PROTECTED INFORMATION CLAIMS" MEANS ANY DAMAGES ARISING FROM THE BREACH OF CONFIDENTIALITY, SECURITY OR DATA PRIVACY OBLIGATIONS UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT.

13. **Indemnification**.

13.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Software, when used as permitted under this Agreement and each respective Order or Partner Order (as the case may be), infringes a third party patent, copyright or trademark or constitutes the misappropriation of a trade secret of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

13.2 If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate all affected Orders and Company (or the applicable Partner, if applicable) shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

13.3 Notwithstanding anything to the contrary in this Agreement, Company shall have no liability or obligation for any IP Infringement Claim to the extent any such claim or action arises from or in connection with: (i) any use of other than the then-current version of the relevant Services; (ii) Customer's modification of any portion of the Services; (iii) use of any portion of the Services in combination with any software or other product or material not provided by Company or authorized in the Documentation; (iv) any open-source software or other third party materials; (v) any compliance by Company with Customer's designs, specifications or modifications; or (vi) any use of any portion of the Software and Services in breach of this Agreement. In the event any of the foregoing occurs, Customer shall indemnify Company pursuant to Section 13.4 below.

13.4 Except as set forth in 13.1 above, Customer agrees to defend, indemnify and hold harmless Company, with respect to any action or suit brought by any third party or any Permitted User against Company arising from Customer's or its Permitted Users' (i) use of the Services, (ii) Customer Data, (iii) any of the circumstances described in Section 13.3 above, (iv) Customer's breach of this Agreement or violation of applicable law or (v) otherwise brought by any Permitted User.

13.5 This Section 13 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

14. **Term and Termination**.

14.1 This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect until all Orders or Partner Order Form (as the case may be) expire or are terminated (the "**Term**"). An Order or Partner Order Form (as the case may be) commences on the effective date specified therein (or if no effective date is

specified, then upon execution) and continues for the initial subscription term specified therein (the "**Initial Subscription Term**").

14.2 Unless specified otherwise in the applicable Order or Partner Order Form (as the case may be): (i) following such Initial Subscription Term of an Order, such applicable Order shall be automatically renewed for successive one (1) year terms, at Company's then current price list, unless terminated earlier as set forth herein or either Party provides the other Party with at least sixty (60) days' prior written notice of non-renewal, and (ii) following the Initial Subscription Term of a Partner Order Form, such Partner Order Form shall be extended only if agreed to be extended between the Partner and Customer (each a "**Renewal Subscription Term**" (if applicable), and together with the Initial Subscription Term, the "**Subscription Term**").

14.3 Either Party may terminate an Order, or this Agreement: (a) in respect of an Order also in accordance with any termination rights specified therein; (b) with immediate effect upon written notice if (i) the other Party materially breaches an Order or this Agreement and such breach remains uncured thirty (30) days after having received written notice thereof (or ten (10) days in the case of non-payment); or (ii) a receiver is appointed for the other Party, if the other Party makes a general assignment for the benefit of its creditors, or if the other Party commences proceedings under any bankruptcy or insolvency law.

14.4 Upon termination or expiration of an Order or Partner Order Form: (i) the Software license granted to Customer under such Order or Partner Order Form shall expire, and Customer shall discontinue any further use thereof; and (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including but not limited to Sections 6, 8, 10, 12, 13, 14 and 16 hereof. The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law. Customer shall be solely responsible for downloading its Customer Data prior to termination of this Agreement. Each Partner Order Form may be terminated also in accordance with any termination rights specified therein.

15. **Customer Reference**. Customer agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Software, on Company's web site, marketing materials or otherwise.

16. **Miscellaneous**. This Agreement, including any Order(s) or any Partner Order Form and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, may be amended only by a written agreement executed by both Parties and supersedes and replaces all prior and contemporaneous oral or written understandings, agreements and statements by the Parties with respect to such subject matter, including prior non-disclosure agreements or evaluation agreements. Without limiting the generality of the foregoing, this Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Customer's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Delaware, without reference to principles and laws relating to the conflict of laws. The competent courts of the State of Delaware shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by certified mail or registered mail, postage prepaid, (b) the same business day, if dispatched by electronic mail before 13:00 hour (Delaware time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by electronic mail after the hour 13:00 (Delaware time) and sender receives acknowledgment of receipt, in each case, to the address set forth on the signature page hereto. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one

and the same agreement.

17. **Subscription Terms.** From time to time, Company may modify this Agreement. Unless otherwise specified by Company, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order after the updated version of this Agreement goes into effect. Company will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order, and in any event continued use of any Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

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