MITHRL

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("MSA" or "Agreement) is effective as of the effective date of an applicable signed order form ("Order Form" and such date the "Effective Date") and is by and between Mithrl Inc., a Delaware corporation with a place of business at 100 Montgomery St, Suite 1700, San Francisco, CA 94104 ("Mithrl"), and the customer (i) set forth on the Order Form or (ii) who registers for the Services on a free trial basis ("Trial Services") and accepts this MSA (each, a "Customer") (each a "Party" and together the "Parties"). In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form control. If Customer is provided with access to the Services on a free trial basis, the section of this Agreement entitled "Free Trial Services" will govern such access and, unless as otherwise indicated on an applicable Order Form, certain of Mithrl's obligations under this MSA will not apply, as further described below.

1. **SERVICES.** The "Services" mean the products and services that are ordered by Customer from Mithrl in an Order Form referencing this MSA, if applicable, the "Trial Services" that are made available to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services. Subject to the terms and conditions of this MSA, Mithrl will make the Services available to Customer during the Term.

2. FEES AND PAYMENT.

2.1. **Fees.** Customer will pay the fees specified in the Order Form (the "Fees").

2.2. **Payment; Taxes.** Customer shall keep a payment method on file with Mithrl for payment of Fees. Mithrl shall invoice Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date, the start of the Renewal Term (as defined below), or otherwise as specified in the Order Form. Customer shall pay all invoiced Fees (i) charged automatically via the payment method associated with your Mithrl Account or (ii) if agreed otherwise in writing by both parties, upon receipt of such invoice. In the event of non-payment of Fees by Customer for thirty (30) days after the due date of an invoice, Customer's access to the Services may be immediately suspended and Customer must pay the entire remaining balance of Fees to regain access to the Services. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer, except for taxes on Mithrl based on Mithrl's income or receipts.

2.3. **Price Changes.** Mithrl may change prices for the Services from time to time, in its sole discretion. Any price changes will be effective upon the commencement of Customer's next Renewal Term; provided, that Mithrl shall provide Customer with reasonable notice of any such fee increase prior to the expiration of the Term or any Renewal Term.

2.4. **Discounts and Promotional Pricing.** Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire upon the commencement of a Renewal Term, without additional notice. Mithrl reserves the right to discontinue or modify any promotion, sale or special offer at its sole and reasonable discretion.

2.5. **Free Trial Services.** If Customer is granted access to Trial Services, Mithrl will make the applicable Trial Services available to Customer pursuant to this MSA starting from the time that Customer registers and is approved for such Trial Services until the earlier of: (a) the end of the Trial Services period communicated to Customer; (b) the start date of any Order Form executed by Customer for Service(s) in exchange for payment; or (c) termination by Mithrl in its sole discretion. ANY CUSTOMER INFORMATION THAT CUSTOMER PROVIDES OR MAKES AVAILABLE TO MITHRL DURING THE PROVISION OF

TRIAL SERVICES MAY BE PERMANENTLY DELETED, AT MITHRL'S DISCRETION, UNLESS CUSTOMER EXECUTES AN ORDER FORM FOR THE SAME SERVICES AS THOSE COVERED BY THE TRIAL SERVICES OR EXPORTS SUCH CUSTOMER INFORMATION BEFORE THE END OF THE TRIAL SERVICES PERIOD. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION" SECTION BELOW, FREE TRIAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND Mithrl SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE MITHRL'S LIABILITY WITH RESPECT TO THE TRIAL SERVICES SHALL NOT EXCEED $1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO Mithrl AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE TRIAL SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. TERM AND TERMINATION

3.1. Term and Renewal. This MSA commences on the Effective Date and will remain in effect through the term specified in the Order Form (or, in the case of Trial Services, for the period of time as agreed upon between Mithrl and Customer), and will renew as specified in the Order Form unless otherwise terminated in accordance with this Section (collectively the "Term"). If the Order Form does not specify, the Term will be one year and will automatically renew for successive one-year periods unless Customer provides Mithrl with notice of termination at least thirty (30) days prior to the end of the Term (a "Renewal Term").

3.2. Termination for Cause. A Party may terminate this MSA for cause (a) upon notice to the other Party of a material breach if such breach remains uncured after ten (10) days from the date of the breaching Party's receipt of such notice; (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) immediately by Mithrl if Customer makes one of the Prohibited Uses below. Non-payment of Fees by Customer for sixty (60) days after issuance of an invoice, and any violation of the Prohibited Uses clause below will be considered material breaches of this MSA.

3.3. Effect of Termination and Survival. Upon termination of an Order Form or this MSA (a) with respect to termination of the entire MSA, all Order Forms will concurrently terminate, (b) Customer will have no further right to use the Services under the terminated or cancelled Order Forms and Mithrl will remove Customer's access to same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 4 (Ownership), Section 5 (Confidentiality), Section 7.3 (Disclaimers), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous). Termination of this MSA will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this MSA.

4. OWNERSHIP, LICENSE, AND USE OF THE SERVICES.

4.1. **Ownership.** Each Party will retain all rights, title and interest in any of its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights ("Intellectual Property Rights"). Mithrl will retain Intellectual Property Rights in the Services and all components of, or used to, provide the Services or created by the Services or by Mithrl in the course of providing the Services (the "Services Information"). Customer will retain Intellectual Property Rights in

all information it provides to Mithrl as part of this MSA (other than Feedback as described below), including but not limited to in the course of its use of the Services (the "Customer Information").

4.2. **Feedback.** Customer may, under this MSA, provide suggestions, enhancement requests, recommendations about the Services, or other feedback to Mithrl (the "Feedback"). Customer provides Mithrl a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services, or otherwise use any Feedback. Mithrl also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such Feedback. Mithrl acknowledges and agrees that it shall not use or seek intellectual property protection for any features, functionality, or components that are based on or derived from Customer Data, including any insights, analyses, or reports generated from the use of the Services, all of which shall remain the sole property of the Customer. Notwithstanding the foregoing, Mithrl may use general, anonymized, or de-identified Feedback that does not contain or derive from Customer Data, including but not limited to comments or suggestions regarding the user interface, performance, features, functionality, or usability of the Services, solely for the purpose of maintaining, developing, or improving the Services. Mithrl shall own all right, title, and interest in and to any such improvements, enhancements, or derivative works resulting therefrom.

4.3. **Licenses.** Mithrl hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services as set forth in the Order Form or on a Trial Services basis all subject to the terms and conditions of this MSA and the Order Form (if applicable). Customer hereby grants Mithrl a non-exclusive, non-transferable, non-sublicensable right and license to use the Customer Information solely to provide the Services to Customer.

4.4. **Authorized Users.** Customer may designate and provide access to the Services to employees, agents, or authorized contractors (each an "Authorized User"). Customer is responsible for all use and misuse of the Services by Authorized Users and for adherence to all terms of this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify Mithrl of any unauthorized access or use of which Customer becomes aware. Authorized Users are strictly prohibited from sharing their accounts or account passwords and their doing so is a material breach of this MSA by Customer.

4.5. **Prohibited Uses.** Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than as allowed by the features and functionality of the Services; (b) use the Services in violation of applicable laws; (c) interfere with, disrupt, or gain unauthorized access to the Services; (d) successfully or otherwise, attempt to: decompile, disassemble, reverse engineer, discover the underlying source code or structure of, or copy the Services; (e) provide Mithrl any Customer Information or Feedback that is unlawful, defamatory, harassing, discriminatory, or infringing of third party intellectual property rights; (f) transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm or provide unauthorized access to the Services; (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services; (h) provide access to the Services to an individual associated with a Mithrl Competitor (defined below); (i) extract information from the Services in furtherance of competing with Mithrl; (j) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party; (k) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (l) introduce into the Services any software containing a virus, worm, "back door," Trojan horse or similarly harmful code; or (m) permit any third party to engage in any of the foregoing proscribed acts. A "Mithrl Competitor" is any entity that provides the same or similar goods and services to those provided by Mithrl, as would be determined by a commercially reasonable individual. Customer will promptly notify Mithrl of any violations of the above prohibited uses by an Authorized User or a third

party and require such Authorized User or third party to immediately cease any such use. Mithrl reserves the right to suspend Customer and/or Authorized User's access to the Services in the event Mithrl suspects Customer or an Authorized User is in breach of this MSA.

5. CONFIDENTIALITY.

As used herein, the "Confidential Information" of a Party (the "Disclosing Party") means all any and all information that is disclosed by either Party to the other Party, including financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the "Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Services Information constitutes Mithrl's Confidential Information under this MSA. Customer Information constitutes Customer's Confidential Information under this MSA. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this MSA, such obligations including, in the case of Mithrl, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) in the event that the Disclosing Party is either unable to obtain a protective order or other appropriate relief or waives compliance with the provisions of this Agreement, the Receiving Party will thereafter disclose only the minimum Confidential Information required in order to comply. Further, Confidential Information does not include any information that the Receiving Party can demonstrate by then-contemporaneous written records: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is known by the Receiving Party when disclosed by the Disclosing Party if the Receiving Party does not then have a duty to maintain its confidentiality or (iv) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. This MSA is not intended and shall not be deemed to grant or convey to the Receiving Party any license or other rights in or to Confidential Information of the Disclosing Party, including without limitation any intellectual property rights therein. All Confidential Information and all tangible embodiments of Confidential Information shall remain the exclusive property of the Disclosing Party.

6. PRIVACY.

For details about how Mithrl operates the Services and handles Customer information, please see Mithrl's Privacy Policy (the "Privacy Policy").

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

7.1. **Warranties**. Mithrl warrants that during an applicable Term (a) the Trust Center accurately describes the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Information; and (b) the Services will be performed materially in accordance with any applicable documentation provided to Customer. For any breach of a warranty in this section, Customer's exclusive remedies are those described in Section 3 (Term and Termination) herein.

7.2. **Disclaimers.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND Mithrl EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT Mithrl DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM Mithrl OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MSA. THE PARTIES ADDITIONALLY AGREE THAT Mithrl WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

7.3. **Authority.** Each Party represents that it has validly entered into this MSA and has the legal power to do so.

8. INDEMNIFICATION.

8.1. **Indemnification by Mithrl.** Mithrl will indemnify and hold Customer harmless from any third party claim against Customer arising out of Customer's use or purchase of the Services as permitted hereunder alleging that such Services infringe or misappropriate a third party's valid patent, copyright, trademark, or trade secret. Mithrl will, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Mithrl for such defense, provided that (a) Customer promptly notifies Mithrl of the threat or notice of such claim; (b) Mithrl will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Mithrl will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Mithrl in connection therewith. If use of a Service by Customer has become, or, in Mithrl's opinion, is likely to become, the subject of any such claim, Mithrl may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Mithrl, terminate this MSA and repay, on a pro-rata basis, any Fees previously paid to Mithrl for the corresponding unused portion of the Term for related Services. Mithrl will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Services by anyone other than Mithrl; or (z) the combination, operation or use of the Services with other hardware or software where the Services would not otherwise be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Mithrl to Customer and constitute Customer's sole remedy with respect to an infringement claim brought by reason of access to or use of a Service by Customer or Authorized Users. Notwithstanding anything to the contrary herein, Mithrl shall have no obligation under this Section 8.1 with respect to Trial Services.

8.2. **Indemnification by Customer.** Customer will indemnify and hold Mithrl harmless against any third party claim arising out of (a) Prohibited Uses in breach of this MSA as set forth above; or (b) alleging that Customer Information infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) Mithrl promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend

and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Mithrl without prior written consent); and (iii) Mithrl fully cooperates in connection therewith.

9. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS MSA, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF Mithrl), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS MSA OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS MSA OR THE SERVICES WILL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; PROVIDED THAT LIABILITY UNDER THE PARTIES' INDEMNIFICATION OBLIGATIONS, FOR BREACHES OF CONFIDENTIALITY, OR FOR DAMAGES DUE TO PROHIBITED USES WILL NOT IN THE AGGREGATE EXCEED TEN TIMES THAT AMOUNT. FOR CLARITY, NOTHING IN THIS MSA WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS MSA BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF Mithrl WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. Mithrl HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS MSA. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. MISCELLANEOUS.

10.1. **Entire Agreement.** This MSA, any active Order Forms, and Side Letter executed as of the date hereof constitute the entire agreement, and supersedes all prior agreements, between Mithrl and Customer regarding the subject matter hereof.

10.2. **Assignment.** Either Party may, without the consent of the other Party, assign this MSA to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this MSA. Subject to the foregoing restrictions, this MSA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

10.3. **Severability.** If any provision in this MSA is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the

original provision to the fullest extent permitted by law, and the remaining provisions of this MSA will remain in effect.

10.4. **Relationship of the Parties.** The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

10.5. **Notices.** All notices provided by Mithrl to Customer under this MSA may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail to legal@____com. Customer must give notice to Mithrl either in writing by Courier or U.S. mail to 100 Montgomery St., Suite 1700, San Francisco CA 94104 Attn: Legal Department or by email to legal@mithrl.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

10.6. **Governing Law, Jurisdiction, Venue.** This MSA will be governed by the laws of the State of Delaware, without reference to conflict of laws principles. Any disputes under this MSA shall be resolved in a court of general jurisdiction in Delaware. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.

10.7. **Export Compliance.** The Services and other software or components of the Services that Mithrl may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it and Authorized Users are located.

10.8. **Anti-Corruption.** Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Mithrl's employees or agents in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Mithrl.

10.9. **Amendments**. Mithrl may amend this MSA from time to time, in which case the new MSA will supersede prior versions. will notify Customer not less than ten (10) days prior to the effective date of any such amendment and Customer's continued use of the Services following the effective date of any such amendment may be relied upon by Mithrl as consent to any such amendment.

10.10. **Waiver.** Mithrl's failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA

MITHRL

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