

Salted Terms of Service

These Terms of Service (the “**Terms**”) are between **Salted, a.s.** with its registered office at Antala Staška 1859/34, Krč, 140 00 Praha 4, Czech Republic, ID No 17327008, registered with the commercial register at the Municipal Court in Prague under the file No B 27458 (“**Salted**”) and the entity identified during the registration process for the Services or identified in the Order form referencing these Terms (“**Customer**”).

BY ACCEPTING THESE TERMS EITHER THROUGH THE ORDER FORM OR BY CLICKING “I ACCEPT” DURING YOUR REGISTRATION, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND ALL OTHER SUPPLEMENTAL TERMS ATTACHED HERETO OR REFERENCED HEREIN WHICH ALL TOGETHER CONSTITUTES THE “**AGREEMENT**”. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT WITH SALTED, OR IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS, NEITHER YOU NOR THE CUSTOMER MAY USE THE SERVICES, AS DEFINED BELOW.

1. **Definitions.**

All capitalized terms not otherwise defined herein will have the meaning set forth below.

1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. “**Authorized Users**” means employees, consultants, individual contractors or agents of Customer or its Affiliates, authorized by Customer to access the Subscription Services.

1.3. “**Confidential Information**” means non-public information provided under the Agreement that is identified or labeled at the time of disclosure as or would be reasonably understood to be confidential and/or proprietary. Confidential Information will include any information regarding a party’s financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, Customer Data, and login credentials for the Subscription Services. Salted’s Confidential Information includes, without limitation, the Salted Technology, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Customer includes Customer Data. Except for Personal Data, Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the receiving party; (ii) the disclosing party regularly discloses to third parties without restriction on disclosure; (iii) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to receiving party; or (iv) is independently developed by the receiving party without use of Confidential Information.

1.4. “**Customer**” means an entity or individual that has entered into the Agreement to use the Subscription Services. A Customer, as defined herein, is expressly excluded from the category of “Consumer.” A “Consumer” is defined as an individual who uses the Subscription Services for personal, household, or family purposes. Therefore, by agreeing to these Terms, the Customer acknowledges and agrees that they are not using the Subscription Services as a Consumer and that the rights and protections afforded to Consumers under applicable consumer protection laws do not apply to their use of the Subscription Services.

1.5. “**Customer Data**” means information provided, entered or uploaded for use by or with the Services by the Customer or its Authorized Users. Customer Data excludes i) data once it has been exported from the Subscription Services and ii) Usage Data.

1.6. “**Documentation**” means the then-current documentation made generally available by Salted relating to the features, functions, and use of the Subscription Services.

1.7. “**Order Form**” means the mutually executed document between the parties incorporating these Terms which describes the Subscription Services and/or Professional Services that Customer licenses or purchases from Salted in accordance with the terms and conditions of these Terms.

1.8. “**Personal Data**” means Customer Data that is “personal data,” “personal information,” “personally identifiable information,” or an equivalent term, as defined by applicable data protection laws that apply to the processing activities under the Agreement (including, where applicable, EU General Data Protection Regulation 2016/679 (“GDPR”) and any applicable national laws made under the GDPR).

1.9. **“Professional Services”** means implementation, training or other consulting services performed by Salted, as may be requested from time to time and as described in a statement of work, which may be subject to additional terms. Professional Services expressly excludes Subscription Services.

1.10. **“Salted Technology”** means collectively or individually the computer software programs identified in the applicable Order Form for which Salted is providing access via the Subscription Services, any previews, deliverables by Professional Services, Usage Data, Documentation, and all derivatives thereof.

1.11. **“Subscription Services”** means the Salted application hosting services and related Support (as defined in Section 3.2.) that Salted provides Customer under the Agreement.

1.12. **“Services”** means Subscription Services and Professional Services.

1.13. **“Subscription Term”** means the subscription period set forth on the applicable Order Form, as may be renewed subject to the terms set forth herein.

1.14. **“Third Party Licensor”** means a third party whose software products or services have been made available to Salted for distribution and licensing under the terms of its agreement with Salted.

1.15. **“Usage Data”** means anonymized, de-identified or aggregated information collected or generated by or on behalf of Salted which Salted may use pursuant to the Agreement.

2. Licenses and Restrictions.

2.1. **Access Rights.** Subject to the terms and conditions of the Agreement, Customer is permitted to allow its Authorized Users to access and use the Subscription Services, during the Subscription Term, in an operating environment hosted by Salted, solely for its internal use. Except for the rights expressly granted in this Section, Salted and its licensors own and reserve all right, title, and interest in and to the Salted Technology and all intellectual property rights therein. Customer shall ensure that its Affiliates and Authorized Users comply with the terms of the Agreement and shall be liable for any noncompliance by its Affiliates and Authorized Users.

2.2. **Documentation.** Customer may make a reasonable number of copies of the Documentation for its internal use in accordance with the terms of the Agreement. Customer must reproduce the unaltered intellectual property rights notice(s) in any full or partial copies that Customer makes of the Documentation.

2.3. **Restrictions on Use of the Subscription Services.** Use of the Subscription Services is subject to specification in the applicable Order Form. Customer will not (and Customer will not permit any third party to): (i) sell, lease, assign, license, sublicense, distribute, make available or otherwise transfer in whole or in part the Subscription Services or any component thereof to any third party; (ii) modify the Salted Technology or any component thereof; (iii) reverse engineer, disassemble, or decompile the Salted Technology or any component thereof, or attempt to discover or disclose the source code of the Salted Technology or any component thereof unless it is provided to Customer in source code form; (iv) encumber, time-share, rent, or lease the rights granted under the Agreement; (v) remove, obscure, or alter any notice of intellectual property rights present on or in the Salted Technology or any component thereof; (vi) make any representations or warranties regarding the Salted Technology that are false or misleading or which exceed those contained in the Agreement, the Documentation, or any marketing materials made available to Customer; (vii) use the Salted Technology in a manner that is in violation of any third party rights of privacy or intellectual property rights; (viii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (ix) send or store material containing malware or any other harmful computer code, files, scripts, agents or programs; (x) permit the concurrent use of a single User Credential; (xi) attempt to circumvent, modify, or disable the authentication required to use the Subscription Services, any technical restrictions in the Subscription Services, or any other security measures of the Subscription Services; (xii) conduct a penetration test or a vulnerability scan of the Salted Technology unless explicitly allowed by Salted in writing; (xiii) use the Salted Technology to create or distribute unsolicited messages, including but not limited to advertisement, spam, phishing or otherwise fraudulent messages; (xiv) use the Salted Technology to participate in or allow for security attacks and/or hacking attempts against Salted or a third party or (xv) publish or otherwise distribute the results of any benchmarking studies related to the Subscription Services to third parties unless Customer provides a copy of its study to Salted prior to distribution. Customer acknowledges and agrees that U.S. export control laws and other applicable export and import laws may govern its use of the Subscription Services and Customer will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Services for any purpose prohibited by applicable laws.

2.4. **Customer Data.** Subject to the terms of the Agreement, Customer hereby grants to Salted, its contractors, and its Affiliates a non-exclusive, worldwide, royalty-free right to collect, store, process and disclose the Customer Data solely to the extent necessary for Salted to provide the Services or as may be required by law. Except for the rights granted in this Section, Customer owns and reserves all right, title, and interest in and to the Customer Data, and any intellectual property rights therein, respectively. Customer will not process through the Services, and Salted will not have any liability to Customer for Protected Health Information subject to the Health Insurance Portability and Accountability Act, data subject to PCI-DSS, or other data which are subject to special legal regime and not explicitly allowed in the Agreement.

2.5. **Feedback.** From time to time, Salted may request that Customer may provide Salted with verbal and/or written suggestions, comments or other feedback related to existing or prospective Salted Technology or Professional Services, including, without limitation, design input, and troubleshooting or other assistance provided in response to support requests (collectively, “**Feedback**”). Customer is not obligated to provide Salted with Feedback. To the extent Customer provides Feedback to Salted, Customer hereby grants to Salted a perpetual, irrevocable, royalty-free, fully paid, sub-licensable, transferable, non-exclusive, worldwide right and license to exploit the Feedback in any manner without restriction (whether of confidentiality, compensation or otherwise). All Feedback is provided “AS IS” and Customer makes no warranties whatsoever about any Feedback.

2.6. **Usage Data.** Salted may collect and use Usage Data to (a) provide, analyze, support and improve Salted Services; (b) enforce the rights and obligations in the Agreement; and (c) create and distribute reports and materials about Salted Services. Salted will not identify Customer as a source of information for any report or material described in this Section.

3. **Subscription Services.**

3.1. **Hosted Environment.** Salted will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Salted supports use of the Subscription Services, on servers located at facilities selected by Salted. Customer is not permitted to access the Subscription Services on any environment outside the hosted environments selected by Salted as part of the Subscription Services.

3.2. **Support.** As a part of the Subscription Services, Customer is entitled to receive technical support services through the email address help@salted.cx and/or through other means as may be established by Salted. Salted will make commercially reasonable efforts to provide an initial response to Customer’s support request as soon as practicable. Customer acknowledges that any response times and accuracy of responses are not guaranteed .

3.3. **Subscription Services Level Availability.** Salted will make a commercially reasonable effort to make the Subscription Services and its functionalities generally available to Customer during the Subscription Term, except during Maintenance or Other Causes periods. “**Maintenance**” means activity delivering upgrades and improvements impacting Subscription Service availability. Maintenance may be scheduled either regularly or on an ad hoc basis. “**Other Causes**” is an unscheduled unavailability of the Subscription Service including but not limited to (i) force majeure event(s); (ii) emergency maintenance beyond Salted’s control; (iii) unavailability caused solely by Customer’s use of the Subscription Services other than in accordance with the Agreement; (iv) lack of availability or untimely response time from Customer with regard to incidents that require its participation for source identification and/or resolution; (v) system impairment or unavailability caused by scheduled routine activities; and others.

3.4. **User Accounts and Activity.** Customer shall ensure that a unique user identification credential and a unique password (“**User Credentials**”) is assigned to each Authorized User accessing the Subscription Services and Customer shall be responsible for managing such User Credentials through the Subscription Services interface. Customer shall maintain the confidentiality of User Credentials and shall cause its Authorized Users to maintain the confidentiality of their User Credentials. Customer is responsible for all uses of and activities undertaken with User Credentials registered on Customer’s account. Customer agrees to immediately notify Salted of any unauthorized use of User Credentials of which Customer becomes aware. Salted reserves the right, in its sole discretion, to deactivate, change and/or require Customer to change User Credentials for any reason and at any time, with or without prior notice.

3.5. **Connectivity.** Salted will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the Hosted Environment. Customer is responsible for providing connectivity to the Internet for itself and its Authorized Users. Customer shall also be responsible for ensuring that latency and available bandwidth from the device of the Authorized User to Salted’s hosted routers is adequate to meet Customer’s desired level of performance. Customer is responsible for all costs associated with any specialized network connectivity required by Customer. Customer Data will be subject to transmission over the Internet and over various networks. Salted will not be held responsible for such transmissions or any

Customer Data which is lost, altered, or intercepted during the transmission of any data across networks not owned and/or operated by Salted.

3.6. **Subscription Services Updates.** Salted reserves the right, in its sole discretion, to change or update the Subscription Services from time to time. Salted will notify the Customer in advance of changes to the Subscription Services that materially reduce their functionality.

3.7. **Trial Services.** Salted may provide Customer with its Services on a trial or evaluation basis for free from time to time ("Trial Services"). Customer acknowledges and agrees that: (i) the features and functionality of the Trial Services may be limited. Trial Services are provided on an "as-is" basis without any indemnification, support, or warranties or representations of any kind. Salted will make the Trial Services available to Customer until: (a) the end of the then-current Trial Services period offered by Salted, unless otherwise extended by Salted in writing and in its sole discretion, (b) the start date of any paid version of Salted's Services purchased by Customer, or (c) the date on which Salted elects in its sole discretion to terminate Customer's access to Trial Services with or without reason. Unless parties agree otherwise in writing, all Trial Services will expire after one (1) calendar month.

3.8. **Previews.** Salted may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available and which are labeled as "early access," "beta" or similar (collectively, "**Previews**"). Previews are not Subscription Services and Customer rights with respect to Services will not apply to Previews. Previews may be provided to Customer under separate terms and conditions. In the event of any conflict between the Agreement and the Preview terms, the Preview terms will govern and control solely with respect to the Previews. In the absence of a separate agreement for a Preview, if Salted provides Customer with access to a Preview, then Salted hereby grants Customer a worldwide, non-exclusive, non-sublicensable, and non-transferable right and license to: (i) access and use the Preview (if any) that is provided by Salted as software-as-a-service, solely to internally evaluate the Preview in a non-production environment with non-confidential, non-production data; and (ii) install and execute a Preview made available to Customer as downloadable software, solely on machines operated by or for Customer for internal evaluation. Previews, including their features and functionality: (A) are not an official product and have not been commercially released; (B) may not be in final form or be fully functional; (C) may contain errors, design flaws or other problems; (D) may generate or produce inaccurate information or unexpected or incorrect results; (E) may cause loss of data or communications, project delays or other unpredictable damage or loss; (F) may never be released as a commercial version; and (G) may be discontinued by Salted in whole or in part, at any time and without any obligation or liability to Customer.

3.9. **Contract for the Provision of Digital Content.** Should provision of the Subscription Services be classified as a contract for the provision of digital content as per Section 2389a and subsequent provisions of Act No. 89/2012 Coll., Civil Code, as amended, the parties expressly exclude the application of the relevant provisions of the Czech Civil Code regulating this type of contract.

4. Professional Services.

4.1. **Statement of Work.** Customer may purchase Professional Services from Salted by mutually executing a Statement of Work which shall contain at minimum the scope of Professional Services, duration of the engagement and the Professional Services fees.

4.2. **IP Ownership.** As between Customer and Salted, Salted reserves all rights, title and interest, including all intellectual property rights in and to any and all ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Salted as part of Professional Services, including but not limited to and all modifications to any of the foregoing made by Salted.

5. Payment and Taxes.

5.1. **Payment of Services Fees.** Customer shall pay Salted the Services fees set forth on the applicable Order Form or Statement of Work. Unless otherwise specified in the Order Form or the Statement of Work, Services fees are payable in advance and Salted will invoice Customer for Services fees on or after the Effective Date specified in the Order Form or Statement of Work. Unless otherwise specified in the Order Form or Statement of Work, invoices are due within 30 days of invoice date. Following the initial Subscription Term, the Services fees shall be subject to annual adjustment. Except as otherwise set forth in the Agreement, Services fees are non-refundable. Late payments are subject to a late charge equal to the lesser of: (i) one percent (1%) per month; and (ii) the highest rate permitted by applicable law.

5.2. **Taxes.** Customer is responsible for paying all taxes relating to the Agreement. Applicable tax amounts (if any) are not included in the Services fees set forth on any Order Form or a Statement of Work.

5.3. **Purchases from Authorized Partners.** Customer may procure use of Services from a third-party authorized reseller of Salted, including third party marketplaces (“Authorized Partner”) pursuant to a separate agreement with the Authorized Partner. Customer’s use of any Services procured through an Authorized Partner will be subject to the terms of this Agreement, and all fees payable (including all applicable taxes) for such use will be payable to the Authorized Partner pursuant to the terms agreed to between Customer and Authorized Partner.

6. Confidentiality and Security.

6.1. **Confidentiality.** Receiving party will take reasonable measures designed to prevent the unauthorized use or disclosure of disclosing party’s Confidential Information, including, at a minimum, those measures receiving party takes to protect its own Confidential Information of a similar nature. Receiving party will use and disclose the Confidential Information disclosed to it under this Agreement only to the extent necessary to fulfill the purposes of the Agreement. Except for Personal Data, the non-disclosure and non-use obligations of the Agreement will remain in full force with respect to each item of Confidential Information for a period of three (3) years after termination of the Agreement except that source code will be held in confidence in perpetuity. Receiving party shall be responsible for any breach of the confidentiality terms contained in this Section 6. by any of its directors, officers, employees, Authorized Users (in the case of Customer), Affiliates, contractors and agents. If the receiving party should receive any legal request or process in any form seeking disclosure of disclosing party’s Confidential Information, or if the receiving party should be advised by counsel of any obligation to disclose such Confidential Information, the receiving party shall (if allowed by law) provide the disclosing party with prompt notice of such request or advice so that the disclosing party may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the receiving party shall provide only that portion of the disclosing party’s Confidential Information which is legally required to be provided and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. Customer shall ensure that Authorized Users are bound by confidentiality obligations consistent with those above.

6.2. **Security Procedures.** Salted will maintain administrative, physical and technical safeguards reasonably designed for the protection of the confidentiality, integrity and availability of Customer Data processed through Services, if applicable, taking into consideration Salted’s size, resources and nature and scope of its activities. Subject to this Section 6.2. and the effective Data Processing Addendum, Salted will use commercially reasonable efforts to maintain physical and information security management programs designed to achieve such objectives, in accordance with the Documentation, including procedures designed to protect (i) the security and confidentiality of all Customer Data; (ii) against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) against unauthorized access to or use of Customer Data that could result in substantial harm to Customer.

6.3. **Personal Data Protection.** Customer agrees to the terms and conditions of the Data Processing Addendum available at www.salted.cx/data-processing-addendum which is hereby incorporated herein by reference and governs processing of Personal Data under the Agreement.

7. Limited Warranties, Disclaimer of Warranties, and Remedies.

7.1. **Limited Warranty.** Each party warrants that it has the legal authority to enter into the Agreement. Salted warrants to Customer that: (i) the Subscription Services will materially conform to the relevant feature and functionality descriptions set forth in the Documentation; (ii) the Subscription Services will be free of viruses and other malicious code; and (iii) Professional Services will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards. Customer’s sole and exclusive remedy for Salted’s breach of these warranties will be Salted’s provision of support services to Customer or prompt re-performance of the Professional Services, as applicable, provided that Customer provides Salted with reasonably detailed notice of the breach.

7.2. **DISCLAIMER OF WARRANTIES.** THE SALTED TECHNOLOGY IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SALTED DOES NOT WARRANT THAT CUSTOMER’S USE OF THE SALTED TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS IN THE SALTED TECHNOLOGY WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, SALTED MAKES NO ADDITIONAL WARRANTIES AND EXPRESSLY DISCLAIMS AND EXCLUDES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3. **HIGH RISK ACTIVITIES.** THE SUBSCRIPTION SERVICES ARE NOT FAULT-TOLERANT AND THEY ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, SALTED DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. CUSTOMER AGREES THAT SALTED SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SERVICES IN SUCH APPLICATIONS.

7.4. **Third Party Applications.** The Subscription Services may include URL links or integrations with separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Salted that can be used in connection with the Subscription Services ("**Third Party Applications**") to facilitate Customers' use of such Third-Party Applications, at Customer's sole discretion. Notwithstanding the foregoing, any procurement or use of Third-Party Applications is solely between Customer and the applicable third party, and Salted will have no liability for such Third-Party Applications. Salted cannot guarantee the continued availability of such Third-Party Applications or the Subscription Services' integration with them and may cease providing the integrations without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperability with the Subscription Services in a manner acceptable to Salted.

8. Indemnification Obligations.

8.1. **Indemnity by Salted.** Salted will defend, indemnify and hold Customer harmless from and against any loss, cost and expense to the extent arising from a third party claim against Customer that the Subscription Services infringe any intellectual property rights of others.

8.2. **Indemnification Procedures.** Salted's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Salted of any such claim; (ii) Customer must, in writing, grant Salted sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Salted's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must reasonably cooperate with Salted to facilitate the settlement or defense of the claim.

8.3. **Exclusions.** Salted will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Services by, on behalf of, or at the request of Customer; or (b) the use or combination of the Subscription Services with any computer, computer platform, operating system and/or data base management system other than as specified in the Documentation or otherwise authorized by Salted in writing. If any Subscription Services are, or in Salted's opinion is likely to become, the subject of an intellectual property rights infringement claim, then Salted, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Subscription Services under the terms of the Agreement; (B) replace the Subscription Services with products that are substantially equivalent in function, or modify the Subscription Services so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the unused portion of the Subscription Fee, if any, paid to Salted for the Subscription Services giving rise to the infringement claim, and discontinue Customer's use of such Subscription Services. **THE FOREGOING SETS FORTH SALTED'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. Limitation of Liability.

9.1. **EXTENT OF LIABILITY.** THE LIABILITY OF SALTED WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SALTED HAVE ANY LIABILITY ASSOCIATED WITH TRIAL SERVICES.

9.2. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO (I) SALTED'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.; (II) UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY'S BREACH OF THE AGREEMENT (III) CUSTOMER'S

INFRINGEMENT OR MISAPPROPRIATION OF SALTED'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) CUSTOMER'S OBLIGATION TO PAY FEES, THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF SALTED), WHATEVER THE BASIS OF LIABILITY, (i) IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SERVICES OR ANY OTHER MATTER RELATING TO THE AGREEMENT (OTHER THAN PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT, WHICH IS ADDRESSED IN (ii) BELOW) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. (ii) IN CONNECTION WITH OR RELATED TO PROFESSIONAL SERVICES PROVIDED UNDER THE AGREEMENT, THE PROFESSIONAL SERVICES FEES PAID OR PAYABLE TO SALTED FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY UNDER THE APPLICABLE STATEMENT OF WORK.

9.3. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO (I) SALTED'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.; OR (II) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF SALTED'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THIRD PARTY LICENSORS (IN THE CASE OF SALTED) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

9.4. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY'S BREACH OF THE AGREEMENT, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF SALTED), SHALL NOT EXCEED THREE (3) TIMES FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION, DIRECT DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Term and Termination.

10.1. **Term.** These Terms shall remain in effect until expiration of all Services or until terminated by either party. The Subscription Term will be specified in the applicable Order Form. After the initial Subscription Term, the Subscription Term shall automatically renew for successive one-year period(s), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the end of the previous Subscription Term period. Except as set forth in Section 10.2. below, the Subscription Term cannot be terminated prior to its expiration date.

10.2. **Right of Termination.** Either party may terminate the Agreement upon written notice if the other party materially breaches the Terms and fails to correct the breach within 30 days following written notice specifying the breach. Professional Services are separately ordered from the Subscription Services and are not required for the Subscription Services. A breach by a party of its obligations with respect to Professional Services will not by itself constitute a breach by that party of its obligations with respect to the Subscription Services even if enumerated in the same Order Form.

10.3. **Effect of Termination.** Upon termination or expiration of the Agreement all rights and licenses granted to Customer hereunder, will immediately cease and each party will return or destroy (or in the case of electronic information, render practically inaccessible) the Confidential Information of the other. Additionally, each party will cease using the other party's trade marks. Upon termination or expiration of the Agreement, Salted will have no obligation to maintain or provide Customer with copies of Customer Data. Termination of this Agreement will not limit either party from pursuing any other remedies available to it. Unless terminated for material breach caused by Salted, termination of the Agreement will not release either party from making payments which may be owing to the other party through the effective date of such termination. Salted shall have no obligations and does not provide any warranty with regards to any Customer Data provided, entered or uploaded by Customer for use by or with the Trial Services. ANY CUSTOMER DATA ENTERED INTO THE TRIAL SERVICES AND ANY CHANGES MADE TO THE CUSTOMER DATA BY

OR FOR CUSTOMER DURING THE USE OF TRIAL SERVICES MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (A) PURCHASES PAID SERVICES FROM SALTED, OR (B) EXPORTS ITS CUSTOMER DATA BEFORE THE TERMINATION OF THE TRIAL SERVICES.

10.4. **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of the Agreement.

10.5. **Suspension.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, Salted reserves the right to suspend provision of the Services (i) if Customer has received notice of overdue payment and the payment remains overdue ten (10) business days or more after receiving such notice; (ii) if Customer breach Section 2.; (iii) if Salted reasonably determines suspension is necessary to avoid material harm to Customer, including if the Subscription Services is experiencing attacks or disruptions outside of Salted's control; or (iv) as required by law or at the request of governmental entities.

11. General.

11.1. **Notices.** Customer will receive electronic communications and notifications from Salted in connection with Services and the Agreement generally. Customer agrees that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Salted may provide Customer with notices by email to the email address that Customer registered with (and/or other alternate email address associated with Customer's account if provided and/or other alternate email address provided by Customer in the Order Form and/or Statement of Work), or by regular mail. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Salted sends the email. All notices and requests in connection with the Agreement required to be given by Customer to Salted will be sent via email to legal@salted.cx.

11.2. **Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under the Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing (a "Force Majeure Event"). A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate that the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event that prevents its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within thirty (30) days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

11.3. **Assignment.** Neither party may assign or transfer any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement in connection with the sale, merger or other corporate combination involving all or substantially all of the assets of the assigning party to a third party provided that the assignee assumes all of the assigning party's obligations and liabilities hereunder. Any attempted assignment in violation of this paragraph is void. The Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.4. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of the Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11.5. **Choice of Law; Venue.** The Agreement shall be governed by and interpreted in accordance with the laws of Czech Republic, without application of any conflict of laws provisions thereof. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of the Agreement. For the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Prague, Czech Republic.

11.6. **Severability.** If any provision or part of these Terms is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties intend that the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the illegal, invalid, or unenforceable provision or part from the Terms. Any change to or deletion of a provision or part of the Terms under this Section will not affect the validity or enforceability of the remaining provisions of these Terms, which will continue in full force and effect.

11.7. **Audit.** Salted may audit Customer's compliance with these Terms and applicable Order Form(s) or Statement(s) of Work. If an audit reveals that Customer has exceeded the permitted scope of use, then, in addition to any other remedies available to Salted, Customer will promptly pay Salted any underpaid Subscription Services fees associated with such overuse based on Salted's then-current list prices.

11.8. **Marketing and Trademark License.** Customer grants Salted permission to use its name and logo in marketing materials referencing Customer as a customer.

11.9. **No Agency.** Salted and Customer are independent contractors under the Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. The Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

11.10. **Controlling Language.** These Terms have been prepared and executed in the English language only, which language will be controlling in all respects. Any translations of the provisions of the Terms into any other language are for reference only and will have no legal or other effect.

11.11. **Order of Precedences.** In the case of any conflict or inconsistency, the priority sequence for resolution is as follows: Order Form takes precedence at the highest rank, followed by the Statement of Work, the Data Processing Addendum, and lastly, the Terms. The Terms apply to the exclusion of any other terms that Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by the Agreement.

11.12. **Entire Agreement.** The Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in the Agreement. Any purchase order or similar document that may be issued by Customer in connection with the Agreement does not modify, supplement or add terms to the Agreement. By law, Customer may have certain rights that can't be limited by a contract. These Terms are in no way intended to restrict those rights.

11.13. **Changes to the Terms.** Salted reserves the right to revise these Terms from time to time. Salted will date and post the most current version of these Terms on the www.salted.cx/terms-of-service. Any changes will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). If, in Salted's sole discretion, Salted deems a revision to these Terms to be material, Salted may notify Customer. Customer's continued access or use of any portion of the Services constitutes Customer's acceptance of such changes. If Customer does not agree to any of the changes, Salted is not obligated to continue providing the Services, and Customer must stop using the Services. No modification, amendment, or waiver of any provision of these Terms will be effective unless it specifically references these Terms, explicitly expresses a desire to amend these Terms, is set forth in writing and is signed by both parties.