

**SAFE SECURITIES INC.  
TERMS OF SERVICE**

These Terms of Service (this “**Agreement**”) are entered into by and between SAFE Securities Inc. (“**Company**”) and the entity or person placing an order for or accessing the Services (“**End User**”).\* If you are accessing or using the Services on behalf of your company or another legal entity, you represent that you are authorized to accept this Agreement on behalf of your company, in which case all references to “you” or “End User” in this Agreement shall refer to such entity. Company and the End User are hereinafter collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’. This Agreement consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Order Forms.

Please note that the Company may modify the terms and conditions of this Agreement in accordance with Clause 13.1 (Amendments; Waivers).

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

**\*Notwithstanding the foregoing, if End User and Company have entered into a separate written agreement signed by the Parties governing Company’s provision of the Services to End User (“Signed Agreement”), the terms of the Signed Agreement shall apply to End User’s access to and use of the Services to the exclusion of the terms set forth in this Agreement.**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Capitalized terms as used in this Agreement shall have the meanings as indicated below or defined elsewhere in this Agreement and if not defined in this Agreement, it shall have the meaning ascribed to them under the relevant statute/legislation:
- 1.1.1 “**Confidential Information**” means any information, oral or written, that relates to either Party’s technical, financial, marketing or other proprietary information relating, without limitation, to business, products, processes, or services, whether or not designated as confidential or proprietary, or that a reasonable Party would understand to be confidential or proprietary. For the avoidance of doubt, Company’ pricing, the Services, and support & maintenance policy, shall be deemed Confidential Information regardless of any lack of designation. With regard to orally disclosed Confidential Information, the disclosing Party must confirm the confidential nature of such oral disclosures in writing within seven (7) days from the date of the disclosure;
- 1.1.2 “**Channel Partner**” means the third party reseller, distributor or other channel partner (if applicable) from whom End User has purchased a subscription to the Services;
- 1.1.3 “**Content**” means the information, media, and keywords, including without limitation, files, calendars, events, audio, image, video, and blog entries, alone or in combination as wiki documents or otherwise, uploaded, posted, and published by End User;
- 1.1.4 “**Documentation**” means the explanation, text, documents, and other media produced by Company regarding how Services operates, how to use Services, the system requirements for operating Services;
- 1.1.5 “**End User Data**” means any data collected from or by the Service on behalf of End User and any data or content

that End User provides to the Services;

- 1.1.6 **“Order Form”** means Company’s online-sign-up or subscription flow or Company’s or Channel Partner’s provided order form, purchase order or other ordering documentation specifying the Services to be provided to End User by Company;
- 1.1.7 **“Personal Data”** means the personal information that End User provides to Company in registering for and/or installing the Services including name, business email address, title, employer, business telephone number, which identifies an individual as an individual; and
- 1.1.8 **“Services”** means the products, services or other materials made available by Company to End User and as set forth in the applicable Order Form agreed to by End User. Services include patches, updates, improvements, additions, enhancements, and other modifications or revised versions of the same that may be provided to End User by Company from time to time.

## 2. LICENSE TO USE

- 2.1 Grant of License. Subject to End User’s compliance with the terms and conditions of this Agreement (including any limitations set forth in the Order Form), Company hereby grants to End User a limited, non-perpetual, subscription, non-exclusive, non-transferable, royalty-free, revocable, and non-sublicensable right to access and use the Services internally for business purpose strictly in accordance with the terms of this Agreement. To the extent Company provides End User with any downloadable or locally-installed software (**“Local Components”**), the foregoing right also includes the right for End User to install and use such Local Components.
- 2.2 Reservation of Rights. Any and all rights not expressly granted to End User in this Agreement are hereby reserved by Company, including without limitation, that neither the license nor this Agreement grants to End User or any third party any right, title or interest, including without limitation, any security interest, in any of the Services or any other property of Company, its licensors, or its affiliates. Company reserves the right to exercise any rights in the Services, including the right to license, sublicense or otherwise exploit or dispose of such rights to any Party and in any manner, without restriction. End User agrees that all proprietary right, title and interest in the Services shall remain with Company, and that all uses of the Services by End User shall not create any interest or right, express or implied, in the Services in End User except as expressly set forth in this Agreement, and that End User does not and will not assert any claim to any ownership thereof, except the license as expressly set forth in this Agreement. If, by operation of the law of any jurisdiction, or otherwise, End User is deemed to or appears to own any property rights in the Services other than the license as set forth herein, End User hereby assigns all right, title and interest in such property rights to Company, and End User shall, at the request of Company, execute any and all documents necessary to confirm or otherwise establish the rights of Company therein.
- 2.3 Restrictions on Use. Except as expressly authorized by Company, End User agrees: (i) not to disassemble, decompile, reverse engineer, copy, translate, modify, sell, lease, rent, loan, redistribute, sublease, sublicense and/or make copies of or create derivative works from the Services or any part of the Services; (ii) not to remove or alter any copyright notices or other legal notices or disclaimers that may be included in or on copies of the Services; (iii) not to use the Services: to access communicate and/or transmit any information that: (a) infringes any third party intellectual property rights; (b) contains Services viruses, Trojan horse, worms or other malicious code; (iv) to obtain any and all necessary consents and/or authorizations for the use of any Content uploaded, posted, or published using the Services; (v) not to provide or otherwise make available the Services to any person other than End User’s employees; and (vi) not otherwise use the Services in violation of any applicable law or outside the scope expressly permitted hereunder.
- 2.4 Support and Maintenance. Company shall provide generic support and maintenance of the Services during the Term. Such support shall be available during business hours or other hours if specifically agreed with the End User. The support and maintenance will include any bug fixes, updates and upgrades of versions as and when released by Company and shall be automatically provided to the End User as part of the Services. Support and maintenance

under this Agreement shall cease along with the termination of this Agreement.

- 2.5 Free Access Subscriptions. Company may provide End User with certain Services for free or on a trial basis (“**Free Access Subscriptions**”). To the extent End User is using the Services pursuant to a Free Access Subscription, each Party may terminate this Agreement for convenience upon written notice to the other Party.

### 3. ACKNOWLEDGEMENTS

Responsibility for Manner of Use. End User acknowledges that, End User alone is responsible for its own (and those of its employees’) actions and omissions related to the use of the Services, ensuring that the use of the Services by End User is compliant with all applicable laws, and that End User is aware that any use inconsistent with such laws may subject End User to potential criminal and/or civil liabilities.

### 4. PRIVACY INFORMATION; END USER DATA

- 4.1 Collection of Personal Data. By accepting this Agreement, End User also agrees that Company may collect and process the Personal Data in accordance with Company’s [Privacy Policy](#) solely for the purpose of providing the Services to End User and as otherwise set forth in such Privacy Policy.

- 4.2 Accuracy of Personal Data. End User agrees that it will provide accurate Personal Data and that it will update the same as and when necessary ensuring at all times that such information remains accurate.

- 4.3 End User Data. As between the parties, End User retains all right, title, and interest (including any intellectual property rights) in and to the End User Data. End User grants Company a non-exclusive, worldwide, royalty-free right to collect, use, modify and process End User Data, including technical logs, account and login information, frequency of logins, the volume and type of data uploaded, feature usage and engagement solely: (i) to provide the Services to End User, which may include providing customer support and (ii) to use such data to review user trends and performance, improve and develop Company’s Services, and to generate separate anonymous data sets about product usage and other analytics relating to the Services that do not identify End User and that do not contain any persistent identifiers (such as name and email address) (“**Aggregate/Anonymous Data**”). Company shall retain ownership of all Aggregate/Anonymous Data.

### 5. FEES & PAYMENT TERMS

End User shall pay to Company or Channel Partner (as applicable) the Service fee as set forth in the corresponding Order Form (“**Service Fee**”).

### 6. TERM

- 6.1 The term of the Agreement shall commence on the Start Date as indicated in the Order Form and will remain in force until the End Date as specified in the Order Form (“**Initial Term**”), unless terminated earlier in accordance with Clause 7 below.
- 6.2 Upon expiration of the Initial Term, the Parties may extend the term of the Agreement for additional period as may be mutually agreed, in writing, between by the Parties (each an ‘Extended Term’ and, with the Initial Term, collectively the “**Term**”).

### 7. TERMINATION

- 7.1 Termination for Non-Payment. Company may immediately terminate this Agreement and the provision of all Services to End User upon the inability or failure of End User to make any and all payments within thirty (30) days of such payment due date.

- 7.2 Termination for Breach. Either Party may, at its option, terminate this Agreement upon the material breach by the other Party of any provision of this Agreement, if such breach is not cured by the breaching Party within thirty (30) days after receipt of written notice thereof from the non-breaching Party.
- 7.3 Termination for Bankruptcy or Change of Control. Company shall have the right to terminate this Agreement immediately if End User becomes insolvent, or is unable to pay its debts as due, or enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy or similar laws. Company shall have the right to terminate this Agreement immediately if End User is acquired by a third party, whether by means of an acquisition of substantially all of End User's assets, by merger, stock purchase, reorganization or other transaction or series of transactions in which at there is a fifty percent (50%) or greater change in control of End User.
- 7.4 Obligations on Termination. Upon any termination of this Agreement, (i) the rights and licenses granted to End User shall terminate, which may include Company remotely disabling the Services, and (ii) End User shall (a) immediately discontinue use of the Services and relinquish any and all rights with respect to the Services; and (b) each Party shall promptly return to the other Party the original and return, or certify to the destruction of, all copies of the other Party's Confidential Information or (in the case of the End User) any other information relating to any of the Services furnished by Company or otherwise in the possession of the End User, and any reproductions, notes, summaries, translations or similar documents relating to the other Party's Confidential Information or (in the case of the End User) relating to any Services. End User will be granted access to data stored in the solution for 30 days after expiration or termination of this Agreement for the sole purpose of copying such data off the solution. If the End User terminates this Agreement for cause, Company will promptly refund any prepaid but pro rata unused Service Fee covering use of the Services after termination. If the Company terminates this Agreement for cause, End User will promptly pay all unpaid Service Fee due through the end of the Term. Service Fee are otherwise non-refundable.
- 7.5 Continuing Obligations. The Agreements, representations, warranties, covenants, duties and obligations as set forth in this Agreement, which by their terms or to the extent consistent with the intent and purpose of this Agreement extend beyond the term of this Agreement, shall survive termination or expiration of the term of this Agreement.

## **8. INDEMNITY**

- 8.1 INDEMNIFICATION BY END USER. END USER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS AND AGENTS OF EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ANY BREACH BY END USER OF ANY OF ITS REPRESENTATIONS, WARRANTIES. OR COVENANTS HEREUNDER; OR (II) THE USE BY END USER OF THE SERVICES IN MANNER AND FOR PURPOSE NOT COVERED UNDER THIS AGREEMENT.
- 8.2 INDEMNIFICATION BY COMPANY. COMPANY SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD END USER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS, EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ADJUDICATED THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; OR (II) ANY LOSS CAUSED TO END USER DUE TO WILFUL MISCONDUCT OF COMPANY OR ITS EMPLOYEES. IF THE USE OF THE SERVICES BY END USER HAS BECOME, OR IN COMPANY'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF ANY CLAIM OF INFRINGEMENT, COMPANY MAY AT ITS OPTION AND EXPENSE (I) PROCURE FOR END USER THE RIGHT TO CONTINUE USING AND RECEIVING THE SERVICES AS SET FORTH HEREUNDER; (II) REPLACE OR MODIFY THE SERVICES TO MAKE IT NON-INFRINGEMENT (WITH COMPARABLE FUNCTIONALITY); OR (III) IF THE OPTIONS IN CLAUSES (I)

OR (II) ABOVE ARE NOT REASONABLY PRACTICABLE IN COMPANY'S OPINION, TERMINATE THE APPLICABLE ORDER FORM AND PROVIDE A PRO RATA REFUND OF ANY PREPAID SERVICE FEE CORRESPONDING TO THE TERMINATED PORTION OF THE APPLICABLE TERM. COMPANY WILL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY CLAIM TO THE EXTENT SUCH CLAIM IS CAUSED BY (a) USE OF THE SERVICES BY END USER NOT IN ACCORDANCE WITH THIS AGREEMENT; (b) MODIFICATION OF THE SERVICES BY OR ON BEHALF OF END USER; (c) END USER'S CONFIDENTIAL INFORMATION OR CONTENT OR (d) THE COMBINATION, OPERATION OR USE OF THE SERVICES WITH OTHER PRODUCTS OR SERVICES WHERE THE SERVICES WOULD NOT BY ITSELF BE INFRINGING. THIS SECTION STATES COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND END USER'S EXCLUSIVE REMEDY, FOR ANY CLAIM OF ANY NATURE RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

- 8.3 INDEMNIFICATION PROCEDURE. THE INDEMNIFIED PARTY WILL PROVIDE THE INDEMNIFYING PARTY WITH (I) PROMPT WRITTEN NOTICE OF THE CLAIM; (II) THE SOLE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF THE CLAIM (PROVIDED THAT THE INDEMNIFYING PARTY MAY NOT SETTLE ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT, NOT TO BE UNREASONABLY WITHHELD); AND (III) REASONABLE COOPERATION IN CONNECTION WITH THE CLAIM.

## **9. LIMITATION OF LIABILITY**

- 9.1 LIMITATION OF LIABILITY. IN NO EVENT WILL PARTIES HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS). EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, BREACH OF APPLICABLE LAW, BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE TWELVE MONTHS OF FEES PAID OR PAYABLE TO COMPANY OR CHANNEL PARTNER UNDER THIS AGREEMENT.
- 9.2 APPLICATION AND BASIS FOR LIMITATIONS. THE INDEMNITY UNDER CLAUSE 8, THE LIMITATIONS OF LIABILITY IN THIS CLAUSE 9, AND THE LIMITED WARRANTY UNDER CLAUSE 10, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF COMPANY OR END USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

## **10. LIMITED WARRANTY**

- 10.1 Limited Warranty. Company warrants that during the Term, the Services will provide the general features and functions described in the then current Documentation. Company's entire liability, and End User's exclusive remedy (the "**Limited Warranty**"), with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, shall be at Company's sole discretion and option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the Service Fee for the most recent renewed Term of this Agreement actually paid by End User and terminate this Agreement. Such refund is subject to the return of all hard copies and the deletion of all electronic copies of the Services. The foregoing warranty shall not apply to extent End User is using the Services pursuant to a Free Access Subscription. THE LIMITED WARRANTY SET FORTH IN THIS CLAUSE GIVES END USER SPECIFIC LEGAL RIGHTS. END USER MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. COMPANY DOES NOT SEEK TO LIMIT END USER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

- 10.2 **DISCLAIMER.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN CLAUSE 10.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR END USER, AS THE CASE MAY BE, MAKES, AND END USER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE SERVICES. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND FEATURES OR FUNCTIONALITY THEREOF OR ANY COMMUNICATION WITH END USER ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. ANY CONTENT OR INFORMATION MADE AVAILABLE BY COMPANY THROUGH THE SERVICES DOES NOT CONSTITUTE PROFESSIONAL ADVICE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR END USER WARRANTS: (a) THAT THE OPERATION OR OUTPUT OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE, (b) THAT ERRORS WILL BE CORRECTED BY COMPANY OR END USER, AS THE CASE MAY BE; OR (c) THAT COMPANY OR END USER, AS THE CASE MAY BE, WILL RESOLVE ANY AND ALL CORRECTION/REPAIR REQUEST AND THAT SUCH RESOLUTION WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

## 11. EXPORT CONTROL

The Parties acknowledge that certain products, technology, software, technical data and Services (including Services and certain services and training) and certain transactions may be subject to export controls and/or sanctions under the laws of the United States and other countries and jurisdictions (including the Export Administration Regulations (EAR), 15 C.F.R. §§730-774, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130, (collectively "**Export/Import Laws**") and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury). No Party shall directly or indirectly export or re-export, or transfer any such items or any direct product thereof or undertake any transaction or service in violation of any such Export/Import Laws or sanctions programs. Each Party agrees to fully comply with all applicable Export/Import Laws and sanctions programs. Without limiting the foregoing, End User hereby represent and warrant that: (i) End User is not a restricted party with whom it would be unlawful for the Company to conduct business and End User shall promptly notify the Company should End User become such a restricted party; and (ii) End User is not accessing or using Company's products, technology, software, technical data, or Services in or from any of the jurisdictions against which the United States maintains comprehensive sanctions, which jurisdictions currently include Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk People's Republic and Luhansk People's Republic regions (in Ukraine), and End User will not do so in the future.

## 12. CONFIDENTIALITY

- 12.1 **Non-Disclosure of Confidential Information.** The Parties agree and understand that in furtherance of, and related to, the purpose of this Agreement, each Party (the "**Receiving Party**") may receive from the other Party (the "**Disclosing Party**") Confidential Information. Each Party agrees that, without the prior written consent of the Disclosing Party to the Receiving Party, the Receiving Party shall only use the Confidential Information in furtherance of this Agreement and shall not, whether during the term of this Agreement or thereafter, itself use such information, except as provided in this Agreement, or disclose, publicize, reveal or make available, directly or indirectly, any Confidential Information to any firm, person or entity whatsoever, except for a disclosure which is required, if at all, by statute, order of court or otherwise by law, or as reasonably required in order to discharge the Receiving Party's obligations pursuant to this Agreement, and then only after first advising the Disclosing Party of such intent to make disclosure with reasonably sufficient advance notice, if permitted by applicable law, so as to afford the Disclosing Party an opportunity to object or otherwise seek a protective order. Information shall not be

considered Confidential Information, or shall cease to be same, when:

- i. At the time of or after its disclosure by the Disclosing Party, it is published, known publicly or becomes part of the public domain through no fault of the Receiving Party or anyone associated with the Receiving Party who had access to the Confidential Information;
- ii. It is or becomes available to the Receiving Party on an unrestricted basis from a third party who does not, to the reasonable knowledge of the Receiving Party, knowingly breach a confidential relationship;
- iii. It is or shall have rightfully been in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party; or
- iv. It is independently developed by employees of the Receiving Party (or any affiliate/related entity of the Receiving Party) without access to or use of the proprietary information.

12.2 Each Party acknowledges and understands that the other Party and/or its affiliates/related entities may in the past, currently or in the future be developing information, products, systems, services or methods internally (by employees without access to or use of the Confidential Information), or receiving Confidential Information from third party, which may be similar to a Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that either Party and/or its affiliates/related entities will not develop products, systems, services or methods contemplated by the other Party's Confidential Information.

12.3 Non-disclosure of Agreement; Announcement of Relationship. The terms and conditions of this Agreement shall not be disclosed by either Party without the consent of the other Party. Each Party shall inform the other prior to making a public announcement (e.g., a press release) of the relationship entered into (which the Parties will reasonably attempt to coordinate), and if reasonably objected to in terms of content it shall not be made.

12.4 Injunctive Relief. End User acknowledges that any material breach of Section 12 by the End User would cause Company irreparable harm for which Company has no adequate remedies at law. Accordingly, the Company is entitled to specific performance or injunctive relief for any such breach.

12.5 Other Agreements Superseded. The terms of this Clause 12 are intended to supersede all prior Agreements, understandings and representations, written and oral, with respect to confidentiality and the nondisclosure of Confidential Information.

### 13. MISCELLANEOUS

13.1 Amendments. Company may update the terms and conditions of this Agreement from time to time with prior notice to End User (*email to suffice*). Unless such changes are required to comply with applicable laws, regulations or other legal requirements, such changes will be effective for End User upon their next renewal.

13.2 Waiver. No waiver shall be deemed effective under this Agreement unless in writing signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing among or between the Parties hereto, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13.3 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall remain in full force and effect, and such holding shall not affect this Agreement or any provision hereof in any other jurisdiction. If any provision of this

Agreement is so held to be illegal, invalid or unenforceable only in part or degree, that provision shall remain in full force and effect to the extent not held illegal, invalid or unenforceable.

- 13.5 Force Majeure. Except for payment obligations for services already rendered, non-performance by either Party of this Agreement shall be excused to the extent that performance is rendered impossible by a strike, acts of God, governmental acts or restrictions, failure of suppliers, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the non performing Party ("**Force Majeure Event**"). The time for performance of this Agreement shall be extended for a period equal to the duration of the Force Majeure Event.
- 13.6 Notices. All notices, demands, or consents required or to be given under this Agreement shall be made in the English language and shall be sent by (i) hand, (ii) electronic mail with receipt confirmation, (iii) registered or certified first-class mail, postage prepaid, or (iv) recognized international courier service (e.g. DHL, Federal Express or United Parcel Service), addressed to the Parties as per the details and addresses provided on the pricing documents in relation of this license executed by the Parties. Any notice, demand or consent shall be deemed to have been delivered as follows: (i) the earlier of the time of receipt or seven (7) days after mailing, (ii) if by recognized courier service, at the time of receipt of same; and (iii) if by facsimile confirmed by a letter sent by registered or certified mail or recognized courier service not later than one business day thereafter, the next business day after the time of sending the facsimile. Any address or facsimile number, for the purposes of above, may be changed by notice given in the manner provided for hereinabove.
- 13.7 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, giving effect to conflict of laws principles. Jurisdiction and venue for any suit or proceeding arising under or in connection with this Agreement or the relationship of the Parties shall lie exclusively in the competent courts of Santa Clara County, California.