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ENTERPRISE SUBSCRIPTION AGREEMENT

READ THIS CLICK-THROUGH ENTERPRISE SUBSCRIPTION AGREEMENT BEFORE COMPLETING THE ORDER FORM WITH PANTHER LABS, INC. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT COMPLETE THE ORDER FORM. BY COMPLETING THE ORDER FORM, YOU (AS “**CUSTOMER**” AND AS A REPRESENTATIVE AUTHORIZED TO BIND THE CUSTOMER) CONSENT AND AGREE, ON BEHALF OF THE CUSTOMER, TO BE BOUND BY THIS AGREEMENT. FURTHER, CUSTOMER REPRESENTS THAT IT IS A SOPHISTICATED ENTITY, THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL, PRIOR TO AGREEING TO THE TERMS HEREIN AND SUBMITTING THE ORDER FORM. IF THE CUSTOMER HAS ANY QUESTIONS OR CONCERNS, OR DESIRES TO SUGGEST ANY MODIFICATIONS TO THIS AGREEMENT, PLEASE CONTACT PANTHER LABS, INC. TO BE REFERRED TO PANTHER LABS LEGAL.

This Enterprise Subscription Agreement (this “**Agreement**”), effective as of the date that Panther Labs, Inc., a Delaware corporation (“**Company**”), accepts the Order Form (the “**Effective Date**”), sets forth terms under which Company, shall provide services to you (the “**Customer**”). Company and Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

1. DEFINITIONS.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity.

“**Authorized Contractors**” means independent contractors, licensors or subcontractors.



“Computer” means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.

“Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Customer Data” means all data, records, files, images, graphics, audio, video, photographs, reports, forms and other content and material, in any format, that are submitted, stored, posted, displayed, transmitted or otherwise used with the Subscription Services.

“Data Center Region” means the geographic region in which the Customer Data is housed.

“Documentation” means Company’s product guides and other end user documentation for the Subscription Services available online and through the help feature of the Subscription Services, as may be updated by Company from time to time to reflect the then-current Subscription Services.

“Order” or **“Order Form”** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Company and Customer from time to time, including any addenda and supplements thereto. Customer Affiliates may purchase Services subject to this Agreement by executing Orders hereunder.

“Services” means the Subscription Services that Customer may purchase under an Order.

“Subscription Services” means the license to the Company’s Enterprise software made available by Company to Customer, or the cloud platform made available by Company to Customer and the software made available by Company to Customer online via the applicable customer logins and/or associated Support Services, as ordered by Customer under an Order, as applicable.

“Subscription Term” means the term of Subscription Services purchased by Customer, which shall commence on the start date specified in the applicable Order and continue for the subscription term specified therein and any renewals thereto.

“Support Services” means the support services included with the subscription purchased by Customer pursuant to an Order.

“Third Party Products” means any non-Company software solutions, proprietary databases or other products or services made available as an accommodation through Company’s Subscription Services from time to time.

“Trial Services” means any Company product, service or functionality that may be made available by Company to Customer to try at Customer’s option, and which is designated as “beta,” “trial,” “non-GA,” “pilot,” “developer preview,” “non-production,” “evaluation,” or by a similar designation.

2. SUBSCRIPTION SERVICES.

2.1 Provision of Subscription Services. Company will make the Subscription Services available to Customer pursuant to this Agreement, the Documentation and the relevant Order Form during the Subscription Term, solely for Customer’s internal business purposes. Company’s Affiliates and its Authorized Contractors may perform certain aspects of the Services and may access certain aspects of the Services and Customer Data hosted or provided through such Services provided that Customer remains fully liable for the same. Customer’s use of the Subscription Services includes the right to access all functionality available in the Subscription Services during the Subscription Term. So long as Company does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term, Company may: (a) modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use; and (b) update the Documentation accordingly. Subsequent updates, upgrades, and enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. New features, functionality or enhancements to the Subscription Services may require the payment of additional fees.

2.2 Trial Services. If Customer registers or accepts an invitation for Trial Services, including through Company’s website, or executes an Order for the same, Company will make such Trial Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order. Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility for any data that Customer may choose to upload to the Trial Services. Company assumes no liability for any Customer Data that Customer may choose to upload to the Trial Services.

Company assumes no liability for any Customer Data that Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors, and may be subject to additional terms. TRIAL SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. Company may, in its sole discretion, discontinue Trial Services at any time.

2.3 Third Party Products. As part of the Subscription Services, Company may provide access to the Third Party Products solely as an accommodation to Customer. Customer may choose to use any, all or none of the offerings on such Third Party Products at its sole discretion. Customer's use of any offering on the Third Party Products is subject to the applicable provider's terms and conditions and any such terms and conditions associated with such use are solely between Customer and such third party provider. Customer agrees to adhere to the terms of use of each Third Party Product it chooses to use, as a condition of its use. Company does not provide any Support Services for Third Party Products.

2.4 Maintenance. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Documentation) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, on being provided by Company to Customer hereunder, are deemed Subscription Services subject to all applicable terms and conditions in this Agreement. Customer does not have any right hereunder to receive any new versions of the software included in the Subscription Services that Company may, in its sole discretion, release from time to time. As used herein, "**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of software included in the Subscription Services, including any updated Documentation, that Company may provide to Customer from time to time during the Subscription Term, which may contain, among other things, error corrections or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Subscription Services.

2.5 Support. During the Subscription Term, Company will provide Customer with technical support concerning use of the Subscription Services as set forth in the applicable Order Form and in accordance with the Service Level Agreement available at <https://panther.com/sla>.

3. SECURITY AND DATA PRIVACY.

3.1 Security and Internal Controls. In accordance with Company's Security Annex available at <https://panther.com/security-annex>, as updated from time-to-time and incorporated herein by reference, Company shall (a) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Subscription Services, and (b) protect Customer Data contained within the Subscription Services, using the capabilities of commercially available technologies and in accordance with prevailing industry practices and standards. (b)

available technologies and in accordance with prevailing industry practices and standards, (b) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and (c) perform periodic testing by independent third-party audit organizations, which include Service Organization Controls 2 (SOC 2) audits or penetration testing performed annually. In no event during the Subscription Term shall Company materially diminish the protections provided by the controls set forth in Company's then-current Security Annex.

3.2 Data Privacy. In performing the Subscription Services, Company will comply with the Company Data Processing Agreement available at <https://panther.com/dpa>, as updated from time-to-time and incorporated herein by reference. The Company Privacy Policy is subject to change at Company's discretion; however, Company policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Subscription Term.

3.3 Data Center Region. Customers may select the Data Center Region from those available for the applicable Subscription Services. Company will not move the selected Data Center Region and the Customer Data contained within such Data Center Region, without Customer's written consent or unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas or court orders). Customer consents to Company's storage of Customer Data in, and transfer of Customer Data into, the Data Center Region Customer selects.

3.4 Compliance with Law. Company will comply with all laws applicable to the provision of the Subscription Services, including applicable security breach notification laws, but not including any laws applicable to the Customer's industry that is not generally applicable to information technology services providers.

4. CUSTOMER OBLIGATIONS.

4.1 Responsibilities. Customer shall (a) access and use the Services in accordance with this Agreement, applicable laws and government regulations, and (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use.

4.2 Customer Data. Customer has and shall maintain all rights as are required to allow Company to provide the Subscription Services to Customer as set forth in this Agreement, including without limitation to send the Customer Data to Company pursuant to this Agreement and to allow Company to access, use, and store Customer Data to provide the Subscription Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Subscription Services and shall make Company aware of any Customer Data processed, stored or transmitted through the Subscription Services for

which regulations other than those set forth in the Security Annex apply. If, in the course of providing Subscription Services, Company agrees in writing to process such Customer Data and Customer has subscribed to any applicable Subscription Services, Company shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Company is subject as a service provider.

4.3 Restrictions. Except to the extent permitted by applicable law, Customer shall not, and shall ensure that all of its personnel accessing and using the Services do not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services; (b) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services; (c) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services; or (d) disclose any benchmark or performance tests of the Subscription Services.

4.4 Audits; Overages. During the Subscription Term, Company may conduct an audit of Customer's usage and provide Customer with a report identifying Customer's usage compared to the usage rights purchased. In order to conduct such audits, Company will require access to Customer's usage data to allow Company to continually track usage amount. If Customer's actual usage exceeds the amount purchased by Customer, Customer shall be responsible for paying for such overages.

5. FEES AND PAYMENT.

5.1 Fees. Customer shall pay all fees specified in each Order and any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order. Except as otherwise specified herein or in an Order: (a) fees are payable in United States dollars; (b) fees are based on Services purchased, regardless of usage; and (c) payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2 Invoicing and Payment. Unless otherwise specified in an Order, fees for Subscription Services specified in an Order will be invoiced annually in advance, and fees for overages will be calculated and invoiced monthly in arrears. Customer agrees to pay all invoiced amounts within thirty (30) days of invoice date. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (a) Company reserves the right to suspend the Subscription Services upon thirty (30) days' notice, until such amounts are paid in full (b) Company will have the right to charge interest at a rate equal to the lesser of one and half percent (1.5%) per month or the maximum rate permitted by applicable law, until

half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Company will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue..

5.3 Taxes. Fees for Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Customer is responsible for payment of all taxes, levies, duties, assessments, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "**Taxes**") arising from Company's provision of the Services hereunder, except any taxes assessed on Company's net income. If Company is required to directly pay or collect Taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse Company for any amounts paid by Company.

6. PROPRIETARY RIGHTS.

6.1 Subscription Services. Except for the rights expressly granted under this Agreement, Company and its licensors retain all right, title and interest in and to the Subscription Services and Documentation, including all related intellectual property rights therein. Company reserves all rights in and to the Subscription Services and Documentation not expressly granted to Customer under this Agreement. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary notices of Company.

6.2 Customer Data. As between Customer and Company, Customer is and will remain the sole and exclusive owner of all right, title and interest to all Customer Data, including any intellectual property rights therein. Customer hereby grants Company, its Affiliates and applicable Authorized Contractors all necessary rights to host, use, process, store, display and transmit Customer Data solely as necessary for Company to provide the Services in accordance with this Agreement. Customer represents that it has, and warrants that it shall maintain, all rights as required to allow Company to compile, use, store, and retain aggregated Customer Data, including without limitation in combination with other Company customers' data, for internal or marketing uses (provided that no such marketing use shall include any information that can identify Customer or its customers). Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or Customer licensors hereunder in or to Customer Data, including any intellectual property rights therein.

7. CONFIDENTIALITY.

7.1 Definition. "**Confidential Information**" means all confidential or proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or reasonably should be understood to be confidential given the nature of information and the circumstances of disclosure. Without limiting the coverage of these confidentiality obligations, the Parties

acknowledge and agree that Confidential Information of each Party shall include the terms and conditions of this Agreement (including pricing and other terms set forth in all Order Forms), related benchmark or similar test results, other technology and technical information, security information, and security audit reports. Confidential Information shall not include information that (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party, (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to Disclosing Party, or (d) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party shall use the same degree of care used to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and, except with Disclosing Party's written consent, shall (a) not use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of Disclosing Party to those of its and its Authorized Contractors, Affiliates' employees, and agents who need such access for purposes consistent with this Agreement and who have a duty or obligation of confidentiality no less stringent than that set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party (a) provides prompt written notice to the extent legally permitted, (b) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure, and (c) limits disclosure to that required by law, regulation or legal process.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

8.1 Company Representations & Warranties. Company represents and warrants that (a) Company has the legal authority to enter into this Agreement, (b) the Subscription Services will materially conform with the relevant Documentation, and (c) the functionality and security of the Subscription Services will not be materially decreased during a Subscription Term.

8.2 Remedies. For any failure of any Subscription Services, as applicable, to conform to their respective warranties, Company's liability and Customer's sole and exclusive remedy shall be for Company, in the case of a breach of the warranty set forth in Section 8.1(b), and/or 8.1(c), to use commercially reasonable efforts to correct such failure. If the foregoing [REDACTED] are not commercially practicable, Company may, in its sole discretion, terminate the applicable Order upon providing Customer with written notice thereof, and, as Customer's

sole and exclusive remedy, refund to Customer in the case of breach of the warranty set forth in Section 9.1(b) or 9.1(c), any Subscription Services fees paid by Customer with respect to the unexpired portion of the current Subscription Term for the non-conforming Subscription Services.

8.3 Customer Representations & Warranties. Customer represents and warrants that (a) it has the legal authority to enter into this Agreement, and (b) it will use the Services in

accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

8.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. MUTUAL INDEMNIFICATION.

9.1 Indemnification by Company. Company shall indemnify, defend and hold Customer harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Subscription Services hereunder infringes or misappropriates the valid intellectual property rights of a third party (a "**Claim Against Customer**"). In the event of a Claim Against Customer, or if Company reasonably believes the Subscription Services may infringe or misappropriate, Company may in Company's sole discretion and at no cost to Customer (a) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching Company's warranties hereunder, (b) obtain a license for Customer's continued use of Subscription Services in accordance with this Agreement, or (c) terminate Customer's subscriptions for such Subscription Services and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination. Notwithstanding the foregoing, Company shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim Against Customer to the extent it arises from (a) Customer Data or Customer Applications, (b) use by Customer after notice by Company to discontinue use of all or a portion of the Subscription Services, (c) use of Services by Customer in combination with equipment or software not supplied by Company where the Service itself would not be infringing, (d) or Customer's breach of this Agreement.

9.2 Indemnification by Customer. Customer shall indemnify, defend and hold Company harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data or Customer Application violates applicable law or a third party's rights.

9.3 Indemnification Procedure. The party seeking indemnification ("Indemnatee") shall: (a) promptly give written notice to the indemnifying party ("Indemnitor") of the claim for which it seek indemnification; (b) give Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor may not settle any claim unless the settlement unconditionally releases Indemnatee of all liability and that Indemnitor may not admit guilt or liability on behalf of Indemnatee without Indemnatee's written consent); and (c) provides to Indemnitor all reasonable assistance, at Indemnitor's expense.

9.4 Exclusive Remedy. This Section 9 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the indemnifying Party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. OTHER THAN EACH PARTY'S OBLIGATIONS SET FORTH IN SECTION 9 (MUTUAL INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THOSE SERVICES GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE INCIDENT.

10.2 Exclusion of Consequential and Related Damages. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until otherwise terminated, by written agreement of the Parties, in accordance with Section 11.3 or upon the expiration of the Subscription Term or renewal thereof.

11.2 Renewal of Subscription Services. Except as otherwise specified in the applicable Order, the Subscription Services shall automatically renew for successive one-year periods unless and until terminated by either Party in accordance herewith or unless either Party

unless and until terminated by either Party in accordance herewith or unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current Subscription Term. Company may increase pricing applicable to the renewal of any then-current Subscription Term by providing Customer with notice thereof, including by email, at least seventy-five (75) days prior to the end of such term.

11.3 Termination. A Party may terminate this Agreement or the individual Order Forms affected by the applicable breach, for cause immediately (a) the other Party's material breach if such breach remains uncured at the expiration of a thirty (30) day notice period, or (b) if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination of an Order for cause by Customer and upon Customer's written request, Company shall refund, on a pro rata basis, any fees paid thereunder that cover the remainder of the applicable Subscription Term after the effective date of termination. Upon termination of an Order for cause by Company, all amounts owed by Customer thereunder shall become due and payable. In no event shall any termination relieve Customer of the obligation to pay all fees payable to Company for the period prior to the effective date of termination.

11.4 Data Portability and Deletion. Upon request made by Customer within seven (7) days of termination or expiration of the Subscription Services, Company will make Customer Data available to Customer for export or download as provided in the Documentation. At the end of such seven (7) day period, Company will delete or otherwise render inaccessible any Customer Data, unless legally prohibited. Company has no obligation to retain the Customer Data for Customer purposes after this seven (7) day post termination period.

11.5 Survival. Section 6 (Proprietary Rights), 7 (Confidentiality), 8.4 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.3 (Termination), 13 (Notices, Governing Law and Jurisdiction) and 14 (General Provisions) and any other rights and obligations of the Parties hereunder that by their nature are reasonably intended to survive termination or expiration, shall survive any termination or expiration of this Agreement.

12. NOTICES, GOVERNING LAW AND JURISDICTION.

12.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all legal notices of default, breach or termination ("**Legal Notices**") hereunder shall be in writing and shall be deemed to have been given on the date of delivery. Each Party shall send all Legal Notices to the other Party at the address set forth in the applicable Order Form, as such Party may update such information from time to time, with, in the case of notices sent by Customer, a copy sent to the Company Legal Department at the address first set forth above. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer on the applicable Order.

12.2 Governing Law and Jurisdiction. This Agreement shall be governed and construed

in accordance with the laws of the State of California, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of California in San Francisco County. Each Party consents to the jurisdiction of such courts in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such courts. Notwithstanding the foregoing, the Parties acknowledge that any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such Party's or third party's intellectual property rights might cause the other Party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved Party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages.

12.3 Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13. GENERAL PROVISIONS.

13.1 Import and Export Compliance. Each Party shall comply with all applicable import, re-import, export and re-export control laws, treaties, agreements, and regulations. Customer shall not permit users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

13.2 Subscription Service Analyses. Company may compile statistical and other information related to the performance, operation and use of the Subscription Services and (b) use, and share data from the Subscription Services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (a) and (b) are collectively referred to as "**Subscription Service Analyses**"). Subscription Service Analyses will not incorporate any information, including Customer Data, in a form that could serve to identify Customer or an individual. Company retains all intellectual property rights in Subscription Service Analyses.

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

13.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.5 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

13.6 Force Majeure. Neither Party shall be liable under this Agreement for delays or

13.6 **Force majeure.** Neither Party shall be liable under this Agreement for delays or failures to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, natural catastrophe, epidemic, pandemic, infectious disease outbreak, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. The delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than thirty (30) calendar days, then either Party may terminate this Agreement upon written notice to the other Party.

13.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.8 **Assignment.** Neither Party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning or relating to the same. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties. To the extent of any conflict or inconsistency between the provisions of this Agreement, the Documentation, any Order Form, the terms of such Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a PO, payment system, other order documentation or otherwise (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



Detect Any Breach, Anywhere

Detect suspicious activity in real-time, transform raw logs into a robust security data lake, and build a world-class security program with Panther.

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