

# NORDSTELLAR MASTER SERVICE AGREEMENT

Effective from: January 27, 2025

This Master Service Agreement, including any of its exhibits, annexes, appendixes, or other document to which these Master Service Agreement terms incorporate by reference (collectively, “**Agreement**”) is entered into by and between Nord Security Inc., registered at Americas Towers, 1177 6<sup>th</sup> Avenue, 5<sup>th</sup> FLR, New York, NY 10036, USA (“**NordStellar**”) and the customer purchasing NordStellar Services (“**Customer**”), whose details are provided in the Services Order Form (“**Order Form**”) signed by both Parties and shall govern Customer’s purchase and/or use of the respective NordStellar Services and forms an integral part of the respective Order Form. For the purposes of this Agreement, NordStellar and Customer may be individually referred to as a “**Party**” and jointly as the “**Parties**”.

This Agreement shall come into force as of the date indicated in the respective Order Form and/or first usage of the Services, whichever is earlier (“**Effective Date**”). By undertaking an Evaluation Use of NordStellar Services, Customer is agreeing to the terms of this Agreement.

Capitalized terms not otherwise defined in the text of this Agreement will have the meanings assigned to them in Exhibit A (Definitions).

In this Agreement, unless elsewhere otherwise expressly provided, or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

In consideration of the mutual promises, covenants and understandings contained herein, the Parties agree as follows:

## 1. GRANT OF RIGHTS AND RESTRICTIONS

- 1.1. **Grant of Rights.** During the term of this Agreement and subject to Customer’s compliance in all material respects with the terms and conditions of this Agreement (including any limitations on use set forth herein or in the Order Form), NordStellar hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferrable right to access and use the Services only in the form made available by NordStellar and only as necessary for Authorized Users to monitor or investigate potential breaches of data security involving Customer or Data Subjects. NordStellar may provide the Services through access to: (1) an application programming interface that allows Authorized Users to run API Queries through the Service for information relevant to Data Subjects (“**API**”); or (ii) through a platform that allows Authorized Users to continuously monitor Customer’s own Monitored Assets (“**Platform**”). All rights granted to Customer may only be exercised by Customer for Customer’s internal business purposes and in accordance with the license granted herein. Any rights not expressly granted herein are hereby reserved and Customer is granted no other right or license to the Service, the API, the Platform, or related Documentation, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.
- 1.2. **Restrictions.** Except as expressly permitted under this Agreement, Customer shall not itself, nor shall it permit any other party to: (i) reproduce, modify, translate, adapt or create derivative works based upon the Services; (ii) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the API or Platform; (iii) access the Service for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service; (iv) rent, lease, lend, sell or sublicense the Services or otherwise provide access to the Services to any third party who is not an Authorized User or as part of a service bureau or similar fee-for-service purpose; or (v) use the Services in any way that does not comply with this Agreement and all applicable laws and regulations.
- 1.3. **Modifications.** Customer acknowledges and agrees that NordStellar may at its own discretion improve, modify, add or remove functions or features to or from the Services from time to time, with or without notice to Customer.

## 2. PROFESSIONAL SERVICES

- 2.1. To the extent Professional Services are applicable under the Order Form, Customer hereby authorizes NordStellar to act on its behalf in initiating and pursuing Risk Mitigation Measures and other related threat mitigation activities that may be requested by the Customer, during the Term (“**Professional Services**”).
- 2.2. Customer acknowledges and agrees that NordStellar does not: (i) exert control over aspects of the Risk Mitigation Measures processed beyond its direct purview, including procedures carried out by third parties, nor does it guarantee the success of such procedures; (ii) provide any legal advice with

respect to the Risk Mitigation Measures; and (iii) assume any liability for the associated consequences of Risk Mitigation Measures.

- 2.3. Customer hereby agrees to fully, unconditionally and immediately indemnify, defend and hold harmless NordStellar and its Affiliates, directors, officers, employees and subcontractors against any claims, demand, suit, or action and will indemnify each indemnified party for any and all liabilities, awards, damages, losses, costs and expenses (including without limitation reasonable attorneys' fees and expert witness costs) incurred or suffered by the indemnified party under or in connection with any Risk Mitigation Measures, Deliverables and/or related procedures or documentation.

### **3. CUSTOMER RESPONSIBILITIES**

- 3.1. Customer and Authorized Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software required to access the Service, including computers, operating systems, web browsers and storage devices ("**Customer Facilities**").
- 3.2. Customer shall: (i) ensure that each Authorized User only uses his or her unique Credentials and that each set of these Credentials is not used more than once at the same time; (ii) provide NordStellar with user information and other assistance as needed to enable NordStellar to provide Authorized Users with access to the Services; (iii) verify all Authorized User requests for access to the Services; (iv) ensure that Credentials issued to an Authorized User shall be used only by such Authorized User; (v) maintain the confidentiality of all Authorized Users' Credentials; and (vi) ensure internal access control procedures for the Authorized Users based on strict need to know / need to use basis, including but not limited to, requirements for authorization, periodic review, suspension and/or removal of access rights to Services.
- 3.3. Customer shall only make the Services available to Authorized Users. Customer shall be solely responsible for all actions taken by persons having access to Authorized Users' Credentials and shall promptly notify NordStellar of actual or suspected unauthorized use of any account, username, or password. NordStellar may suspend or disable any Authorized User's access to the Service if NordStellar reasonably suspects that such Authorized User's credentials may have been acquired or used by an unauthorized third party.
- 3.4. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to the Service through Customer Facilities. All such measures shall comply with prevailing industry standards, but in no case consist of less than reasonable care, based on the requirements set forth in Section 3.2 above.

### **4. CUSTOMER DATA**

- 4.1. Customer represents and warrants that Customer has and shall have all notices, consents, permissions, approvals, authorizations, rights of access, rights of use and licenses pertaining to API Queries and/or Monitored Assets (collectively, "**Customer Data**") as are reasonably required for NordStellar to perform the Services. Customer shall have sole responsibility for the accuracy, quality, composition, integrity, legality, reliability, proportionality and appropriateness of all Customer Data provided or granted to NordStellar for the purposes of provision of the Services under this Agreement. NordStellar may, at its sole discretion and on a case-by-case basis, decline to use any Customer Data and shall use commercially reasonable technical, organizational and administrative security measures to keep Customer Data protected, in accordance with generally accepted industry standards. NordStellar may ask the Customer to (i) verify the ownership and/or proof of legitimate use, or right to access and use the Monitored Assets, and/or (ii) verify that data pertaining to Data Subjects are obtained by the Customer in accordance with applicable laws.
- 4.2. Customer shall retain all rights to its Customer Data and shall only grant to NordStellar Customer Data processing rights in so far as required for the purposes of provision of the Services under this Agreement, all in accordance with the provisions of [Data Processing Agreement](#). If NordStellar is required to disclose Customer Data pursuant to applicable law or the lawful order of a court or governmental authority, NordStellar shall notify Customer of any such disclosure to the extent permitted by law and as soon as NordStellar is permitted to do so.

## 5. COMPLIANCE WITH LAW

Customer shall be solely responsible for its compliance with any import/export, data privacy or security breach notification laws, rules or regulations relating to Customer's use of or access to Services. Customer shall not disclose any personal information included in the Customer Data or in any Deliverables in breach of the obligations set forth herein. Customer agrees that it is the "data controller" of all "personal data" (as such terms are defined in the GDPR) contained in the Customer Data and processed for the purpose of providing Services hereunder. Similarly, Customer agrees that it is the "business" (as such term is defined in the CCPA and CPRA) responsible for the control of the purposes and means of processing personal information contained in the Customer Data and processed for the purpose of providing Services, including any Deliverables, to the Customer.

## 6. EVALUATION USE

If NordStellar grants a potential customer a right to use any part of the Service on a trial, evaluation, beta, proof-of-concept, or other free-of-charge basis ("**Evaluation Use**"), then the potential customer may only use the Service on a temporary basis for the period of time as agreed by NordStellar. If there is no period identified by NordStellar, such use is limited to 14 days. If the potential customer does not cease the Evaluation Use by the end of the trial period, NordStellar, in its sole discretion, may stop providing the Evaluation Use at any time, at which point the potential customer will no longer have access to the Service, Deliverables, Documentation or any related data, information, and files and must immediately cease using the Service. The potential customer acknowledges that during an Evaluation Use, the Service (or respective portion thereof) may not have been subject to NordStellar's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by NordStellar, the Evaluation Use is provided "AS-IS" without technical support or any express or implied warranty or indemnity for any problems or issues, and NordStellar will not have any liability relating to your Evaluation Use.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. NordStellar is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service, Documentation and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by NordStellar to ensure and/or provide NordStellar the ownership rights set forth in this paragraph. NordStellar shall be entitled, from time to time, to modify and replace the features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of NordStellar's intellectual property rights under any law.
- 7.2. Customer understands and agrees that any marks, trade names, logos, service marks or symbols adopted by NordStellar to identify the Service belong exclusively to NordStellar and/or its licensors. NordStellar shall retain ownership of any complete or partial back-up copies of the Deliverables at all times. Customer shall not remove, modify, or obscure any patent, copyright, trademark or other proprietary notices from the Service or Documentation.
- 7.3. All information, data, and other materials accessible through the Service are the sole responsibility of the Party from whom such materials originated. Customer acknowledges and agrees that: (i) the Service may provide access to or rely on the data from third parties or infer results on the basis of the data from third parties, and such third parties, and not NordStellar, are entirely responsible for such data; (ii) Customer and Authorized Users, and not NordStellar, are entirely responsible for all Customer Data that Customer and Authorized Users submit, upload, email, transmit or otherwise make available through the Service (including in cases where such data is inferred by NordStellar on behalf of Customer on the basis of predetermined set of criteria and that are identified by NordStellar as qualifying for monitoring within the scope of the Services); (iii) Customer and Authorized Users are entirely responsible for the transfer and provision of all Customer Data to NordStellar, including the data from third parties, that Customer and Authorized Users submit, upload, email, transmit or otherwise make available through the Service; and (iv) Customer and Authorized Users are solely responsible for providing all required notices and obtaining all necessary consents (including all required permissions from Intellectual Property holders and relevant consents from third parties, to the extent required by virtue of applicable laws) before submitting or otherwise making available Customer Data through or to the Service. Customer and Authorized Users shall not submit, upload, email, transmit or otherwise make available through the Service any data processing instruction (as defined in [Data Processing Agreement](#) and its annexes thereto) pertaining to any Customer Data that is not duly owned, controlled or managed by Customer or Authorized Users or that is otherwise noncompliant with the requirements set out in Section 4 hereof.

- 7.4. NordStellar acknowledges and agrees that, as between Customer and NordStellar, Customer owns all right, title and interest (including all Intellectual Property) in and to Customer Data. Customer hereby grants NordStellar and its service providers a worldwide, royalty-free, non-exclusive license to access, use, process, transmit and reproduce Customer Data as necessary for NordStellar to provide the Service to Customer and Authorized Users.
- 7.5. Each of the Parties reserves all rights and remedies not expressly granted under this Agreement.

## **8. MAINTENANCE**

NordStellar may enhance or refine the Service from time to time, but when it does NordStellar will not materially reduce the core functionality of the Service. Such changes may be required to comply with applicable laws and/or requirements of NordStellar's third parties. NordStellar will also perform scheduled maintenance on the infrastructure of the Service, during which time the Customer may experience some disruption to the Service. NordStellar will provide the Customer advance notice of such maintenance periods; however, the Customer acknowledges that NordStellar may need to perform emergency maintenance without providing the Customer advance notice, during which time NordStellar may temporarily suspend the Customer's access to, and use of, the Service.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1. **Mutual representations and warranties.** Each Party represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of such Party.
- 9.2. **NordStellar's representations and warranties.** NordStellar represents and warrants that:
1. it shall make the Service available to the Customer pursuant to this Agreement;
  2. it has the ability, experience, skills, expertise and necessary resources to provide the Service during the Term;
  3. it shall use commercially reasonable efforts to make the Platform and/or the API available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which NordStellar shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond NordStellar's reasonable control, including, for example, an event of Force Majeure (as specified below in Section 17), Internet failure or delay, malfunction of Customer's Facilities, or denial of service attack;
  4. there is no legal, commercial or contractual restriction which precludes or may preclude it or the NordStellar representatives from performing their obligations pursuant to this Agreement. Engagement of subcontractors by NordStellar is permitted and shall not release NordStellar from any of its undertakings hereunder;
  5. except for the warranties set forth in this section, NordStellar makes no warranty or guarantee whatsoever with respect to the Service; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.
- 9.3. **Customer's representations and warranties.** Customer represents and warrants that:
1. it will not: (i) use Service and/or Deliverables in violation of applicable laws and regulations; (ii) send to or store at NordStellar any infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) use the Service and/or Deliverables in a manner which violates or causes misappropriation of NordStellar's intellectual property rights; (iv) use the Service and/or Deliverables without holding the required authority, including any required authorization from third parties. The Customer shall be liable for the acts and omissions of its Authorized Users, representatives, Affiliates, and any other persons who access or use the Service and/or Deliverables through the Authorized Users account or with the Customer's authorization, relating to this Agreement;
  2. it has all authorizations, permissions, consents, licenses, notices, approvals, rights of access and licenses relevant to Data Subjects and Customer Data to submit API Queries and/or monitor Monitored Assets.

## **10. TERM, SUSPENSION AND TERMINATION**

- 10.1. Any Order Forms under this Agreement shall commence on the Effective Date and continue in effect until the End Date (the "**Initial Term**"), each as specified in the Order Form. Unless otherwise stated in the applicable Order Form, or unless either Party has given the other Party written notice of non-

renewal at least thirty (30) days prior to the end of the then-current Term, Customer agrees that this Agreement and any applicable Order Form will automatically renew at the end of the then-current Term for a renewal period equal to the then-current Term (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) at NordStellar’s then-current rate. NordStellar reserves the right to change prices for the Service for any upcoming Renewal Term by providing notice of such change within the Service or via email to Customer at least sixty (60) days before the commencement of the applicable Renewal Term.

- 10.2. NordStellar reserves the right to suspend Customer or any Authorized User’s access to the Service in the following scenarios: (i) in the event that Customer fails to fulfill its payment obligations in Section 11 for thirty (30) days; (ii) in the event of an Emergency Security Issue; (iii) if Customer’s usage of the Service exceeds any limits set forth in any Order Form; or (iv) if Customer or any Authorized User violates this Agreement, Prohibited and Restricted Use Policy and/or [Data Processing Agreement](#). NordStellar will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the issue.
- 10.3. Notwithstanding anything to the contrary, this Agreement may be terminated as follows: (i) by the non-breaching Party upon a material breach of this Agreement by the other Party, which breach is not cured within thirty (30) days after receipt of written notice from the non-breaching Party; or (ii) by either Party in the event the other Party becomes insolvent or bankrupt; (iii) becomes the subject of any proceedings under bankruptcy, insolvency or debtor’s relief law; (iv) has a receiver or manager appointed; (v) makes an assignment for the benefit of creditors; or (vi) takes the benefit of any applicable law or statute in force for the winding up or liquidation of such Party’s business; or (vii) by NordStellar if Customer fails to remedy a suspension event pursuant to Section 10.2 within fifteen (15) days.
- 10.4. NordStellar may also suspend or terminate Customer’s access to the Services: (i) if required to do so by law; or (ii) if reasonably suspected by NordStellar, for conducting criminal or illegal activities by Customer or its Authorized Users when using the Services; or (iii) if NordStellar determines in its absolute discretion that the provision of the Services to Customer is not in the best interests of NordStellar. If NordStellar terminates the Customer’s access to the Services as per the event indicated in (iii) above, the Fees already paid for the Services (for the then-current unused Term only) will be refunded to Customer and Customer will be released from paying any Fees that were or are to be due for the then-current Term. Customer acknowledges and agrees that in the event of suspension or termination of Services in accordance with (iii) above, NordStellar’s refund of Fees to Customer is Customer’s sole and complete remedy and all other liability of NordStellar is hereby expressly excluded.
- 10.5. Upon termination of this Agreement for any reason: (i) all rights granted by the Parties under this Agreement shall immediately terminate; (ii) Customer shall immediately cease all use of the Service; and (iii) each Party shall immediately cease all use of the other Party’s Confidential Information (as defined in Section 12 and return or destroy all copies of such Confidential Information that are within its custody or control. Notwithstanding the foregoing, each Party shall be permitted to retain the other Party’s Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and neither Party will be required to search archived electronic back-up files of its computer systems for the other Party’s Confidential Information in order to purge the other Party’s Confidential Information from its archived files; provided further, that any Confidential Information so retained will (A) remain subject to the obligations and restrictions contained in this Agreement, (B) will be maintained in accordance with the retaining Party’s document retention policies and procedures, and (C) the retaining Party will not use the retained Confidential Information for any other purpose.
- 10.6. Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Sections: 1.2 (Restrictions); 11 (Fees and Taxes); 7 (Intellectual Property Rights); 10.5 (Events Upon Termination); 10.6 (Survival); 9 (Representations and Warranties); 2.3, 13 (Indemnification); 12 (Confidential Information); 14 (Disclaimer of Warranties); 15 (Limitation of Liability); 20 (Governing Law and Dispute Resolution); and 21 (Other Provisions).

## **11. FEES AND TAXES**

1. In consideration for the provision of Services by NordStellar it shall be entitled to receive the amounts specified in the Order Form (the “**Fees**”).
2. Payment of Fees shall be made according to the payment terms specified in the Order Form and shall be rendered against a duly issued invoice.

3. Except as otherwise specified in the Order Form or this Agreement: (i) payment obligations are non-cancelable and Fees paid are non-refundable, and (ii) quantities purchased cannot be decreased during the relevant Term.
4. Unless otherwise specified in the Order Form, NordStellar will invoice Customer in advance in accordance with the relevant provision in the Agreement. Unless otherwise stated in the Order Form, invoiced Fees are due net 30 days from the invoice date and shall be paid in U.S. dollars by electronic funds transfer or by any other means deemed appropriate in the Parties' mutual consent. Customer is responsible for providing complete and accurate billing and contact information to NordStellar and notify NordStellar of any changes to such information.
5. NordStellar's Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). If NordStellar has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, NordStellar will invoice Customer and Customer will pay that amount unless Customer provides NordStellar with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, NordStellar is solely responsible for taxes assessable against it based on its income, property, and employees.
6. Fees overdue more than thirty (30) days will accrue interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Customer shall bear all costs of collection for unpaid Fees. If Customer requires NordStellar to submit invoices through a portal that imposes an administrative fee, Customer shall provide the correct instructions for NordStellar to access the portal and reimburse NordStellar for such fees. The invoice due date is governed by the invoice issuance date, not the date of Customer receipt of the invoice or any portal submission date.

## **12. CONFIDENTIAL INFORMATION**

- 12.1. "**Confidential Information**" shall mean (a) any information (including any usage data and compilations thereof) relating to the business of the disclosing Party, including product designs, product plans, data, software and technology, clients, financial information, marketing plans, business opportunities, proposed terms, pricing or rate information, discounts, inventions and know-how disclosed to the other Party; and/or (b) any other information designated in writing, or identified orally at time of disclosure, by the disclosing Party as "confidential" or "proprietary", or which a reasonable person would understand to be confidential, including but not be limited to, the terms and conditions of this Agreement, the source code and architectural framework of the Service, API specifications, and Documents, information relating to future releases of the Service, information available via the Service, and pricing information and business plans provided by either Party; and/or (c) the existence and the terms of this Agreement.
- 12.2. The receiving Party shall not use for any purpose, or disclose to any third party, any Confidential Information of the disclosing Party except as specifically permitted herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving Party without access to the other Party's Confidential Information; (ii) has become publicly known through no breach of this Section 12 by the receiving Party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing Party; (v) is required to be disclosed by a competent legal or governmental authority, provided that the receiving Party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing Party, to the extent permitted by law, so that the disclosing Party may take lawful actions to avoid or minimize such disclosure.
- 12.3. Notwithstanding anything to the contrary, NordStellar shall be permitted to identify Customer as a NordStellar customer.



### 13. INDEMNIFICATION

- 13.1. **Indemnification by NordStellar.** NordStellar shall indemnify Customer and its Affiliates, directors, officers, employees and subcontractors, from and against claims, damages, losses, suits, actions, expenses and/or liabilities (including but not limited to reasonable attorneys' fees) in connection with a third party claim alleging that the use of the Service, when used as permitted under this Agreement, infringes the intellectual property rights of a third party ("**Claim**"), provided, however, that NordStellar shall have no obligation to indemnify Customer from any Claim to the extent it arises from: (i) use of the Service in any manner that does not comply in all material respects with the terms and conditions of this Agreement, [Data Processing Agreement](#) or any Exhibits or applicable laws or regulations; (ii) use of the Service in combination with any hardware or software not provided or approved by NordStellar; (iii) modifications to the Service not made or authorized by NordStellar; or (iv) any Customer Data. In the event that any part of the Service becomes the subject of a Claim or NordStellar reasonably determines that any part of the Service is likely to become the subject of a Claim, NordStellar may, at its sole discretion: (a) procure for Customer a license as necessary for Customer to exercise the rights granted by NordStellar under this Agreement; (b) modify or replace the Service to avoid infringement, provided, however, that the Service as modified or replaced retains materially the same or better features and functionality; or (c) terminate this Agreement and provide a pro-rata refund of the Fees paid by Customer to NordStellar for the unused portion of the Term.
- 13.2. **Indemnification by Customer.** Customer shall fully indemnify NordStellar and its Affiliates, directors, officers, employees and subcontractors from and against claims, damages, losses, suits, actions, expenses and/or liabilities (including but not limited to reasonable attorneys' fees) in connection with (i) a third-party claim resulting from any complaint, claim, allegation, or demand arising in connection with Customer's usage and/or actions associated with the Service and/or Deliverables, (ii) any Customer Data, Risk Mitigation Measures and related services or Deliverables, and any data processing instructions delivered to NordStellar pursuant to [Data Processing Agreement](#) as attached hereto in Exhibit D and its annexes; (iii) use and access to Customer Facilities; (iv) compliance with laws, applicable to Customer and its Authorized Users, (v) breaches by Customer of Section 1.2, 3, 4, 9, 12.
- 13.3. **Indemnification procedure.** These mutual indemnification obligations under this Section 13 are subject to the following preconditions: (i) the indemnified Party promptly notifies the indemnifying Party in writing of any such third-party claim; and (ii) the indemnifying Party is given the sole authority to handle the defense or settlement of any such third-party claim; and (iii) the indemnifying Party shall not settle any such third-party claim without receipt of the indemnified Party's prior written consent.
- 13.4. The above mutual indemnification undertakings are limited to the actual sums the indemnifying Party shall be obliged to pay following and pursuant to final judgment given by a competent court following such third-party claim (if and to the extent proven to have been caused by the indemnifying Party) or following a settlement agreement approved by the Parties. This indemnification section states the Parties entire liability, and the Parties exclusive remedy for any alleged or actual third-party claims.
- 13.5. CUSTOMER ACKNOWLEDGES THAT ACTIONS TAKEN IN RESPONSE TO DELIVERABLES ARE NOT UNDER NORDSTELLAR'S CONTROL. CUSTOMER ACCORDINGLY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NORDSTELLAR AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, FROM AND AGAINST ANY THIRD PARTY CLAIM BASED ON ANY LOSS, DAMAGE, SETTLEMENT, COST, EXPENSE, AND ANY OTHER LIABILITY (INCLUDING, BUT NOT LIMITED TO, REASONABLE LEGAL FEES INCURRED AND/OR THOSE NECESSARY TO SUCCESSFULLY ESTABLISH THE RIGHT TO INDEMNIFICATION) ARISING OUT OF OR RELATING TO ACTIONS TAKEN WITH RESPECT TO A THIRD PARTY IN RESPONSE TO THE DELIVERABLES.

### 14. DISCLAIMER OF WARRANTIES

1. ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 9), EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT USE OF SUCH PRODUCTS AND SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET CUSTOMER'S OR AUTHORIZED USER'S REQUIREMENTS.

## **15. LIMITATION OF LIABILITY**

- 15.1. IN NO EVENT SHALL THE PARTIES AND/OR THEIR AFFILIATES, NOR THE OFFICERS, AGENTS OR EMPLOYEES OF ANY OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM ANY CLAIM OR ACTION UNDER OR RELATED TO THIS AGREEMENT HOWEVER CAUSED AND WHETHER BASED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.
- 15.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID TO NORDSTELLAR IN RESPECT OF THE SERVICE DURING THE 12 MONTHS PRECEDING THE CLAIM (THE "**LIABILITY CAP**").
- 15.3. THE ABOVE LIABILITY CAP SHALL NOT APPLY TO: (I) VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY UNDERTAKINGS; OR (II) THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (III) CUSTOMER PAYMENT OBLIGATIONS; OR (IV) BREACH OF SECTION 1.2 (RESTRICTIONS); OR (VI) BREACH OF SECTION 9 (REPRESENTATIONS AND WARRANTIES); OR (VII) BREACH OF SECTION 12 (CONFIDENTIAL INFORMATION); OR (VIII) FRAUD OR WILLFUL MISCONDUCT BY EITHER PARTY.

## **16. DATA PRIVACY**

- 16.1. Each Party's obligations with respect to any information that constitutes "personal data" pursuant to applicable data protection legislation are outlined in the [Data Processing Agreement](#).

## **17. FORCE MAJEURE**

1. Neither Party shall be liable for any failure or delay in performing any of its obligations hereunder if such delay is caused by any event or circumstance beyond its reasonable control, including acts of nature, accidents, breakdowns of third-party equipment or software, power failures, strikes, lockouts, war, terrorism or any other industrial, civil or public disturbance.

## **18. ASSIGNMENT**

- 18.1. Customer shall not assign, delegate, subcontract, or transfer any right or obligation of the Agreement without the prior written approval of NordStellar. The sale, dissolution, or merger, or other transfer of assets or controlling interest of Customer shall be deemed an assignment.
- 18.2. NordStellar may use third-party subcontractors to perform any of its obligations under the Agreement and may assign or subcontract the Agreement or any of its rights under it to its Affiliates or a subsequent owner.
- 18.3. The Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns. Persons or entities who are not a party to this Agreement (other than NordStellar's Affiliates and their respective successors and assigns, which are hereby express third party beneficiaries of the Agreement) shall not have any rights under the Agreement and the Parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or NordStellar Affiliate) or a permitted successor assignee of such Party.

## **19. PUBLICITY**

1. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's marks or logos without the prior written consent of the other Party.
2. Notwithstanding anything to the contrary in the Section above, during the Term of this Agreement, NordStellar may use Customer's name and logo on NordStellar's website and marketing materials solely for the purpose of identifying Customer as a NordStellar customer. Any such use of Customer's name and logo shall comply with any usage guidelines provided by Customer.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION**

- 20.1. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any choice of law or conflict of law provisions.



20.2. All claims, disputes, or other differences between or relating to the Parties - including but not limited to all claims, defenses, counterclaims, disputes or other differences arising from or relating in any way to the Agreement (whether contractual, tortious, or otherwise in nature) - shall be exclusively resolved by binding arbitration (all aspects of which shall be kept strictly confidential) pursuant to the United States of America Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, with arbitration to occur in Lewes, Delaware before a sole arbitrator, and the American Arbitration Association to administer the arbitration. The arbitrator, who shall have the exclusive power to rule on his or her own jurisdiction, including but not limited to any objections with respect to the existence, scope or validity of this arbitration provision, shall award the prevailing party attorney's fees, costs and expenses in connection with the arbitration (including, if applicable, its expert witness expenses and attorney's fees associated with its internal attorney hours), including but not limited to any appeal or enforcement proceedings. Prior to or in the absence of any such award, the costs and expenses charged by the arbitrator and the American Arbitration Association shall be split equally amongst the Parties. The award of the arbitrator shall be accompanied by a detailed statement of the reasons upon which the award is based. Any award or judgment will be enforceable in any court of competent jurisdiction. The arbitrator shall issue a final award within one hundred and twenty days of the filing of the arbitration demand.

## **21. OTHER PROVISIONS**

### **21.1. Independent contractual relations**

- 21.1.1. NordStellar is an independent contractor of the Customer. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- 21.1.2. Except as otherwise provided in the Agreement, each Party shall have no authority to act as agent for, or on behalf of the other Party, or to represent the other Party, or bind it in any manner.

### **21.2. Contract for Services**

1. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If Customer is located outside of the territory of the United States, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the Parties under this Agreement.

### **21.3. Authorized Partner transactions**

1. Customer may purchase the Services pursuant to an Order Form submitted to NordStellar by an Authorized Partner on Customer's behalf. If Customer has purchased the Services through an Authorized Partner, then (i) the payment obligations related thereto will be between Customer and the Authorized Partner and not NordStellar, and (ii) Customer will have no direct payment obligations to NordStellar and Section 11 of this Agreement will not be applicable with respect to such Order Form(s); provided, however, that NordStellar may terminate this Agreement (and all Order Forms) if Customer breaches any of its payment obligations to Authorized Partner relating to this Agreement. Any terms agreed to between Customer and the Authorized Partner that are in addition to or inconsistent with this Agreement are solely between Customer and the Authorized Partner. No agreement between Customer and an Authorized Partner is binding on NordStellar, nor will it have any force or effect with respect to the use of the Services or NordStellar's provision of the Services.

### **21.4. Sanctions compliance**

1. At the time of the conclusion of this Agreement, Customer, Authorized Partner, their affiliates (and/or their direct or indirect shareholders, board members, council members, beneficiaries and/or any other natural or legal persons Customer or Authorized Partner or their affiliates are acting on behalf of) must not: (i) be included in any Restricted Party List; (ii) be located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions imposed by relevant Sanctions Authorities that would result in prohibition or restriction of providing the Services to the Customer directly or through an Authorized Partner, including, without limitation, Belarus, Cuba, Iran, North Korea, Russia, restricted regions of Ukraine and Syria.
2. Customer and/or Authorized Partner undertakes not to be engaged, directly or indirectly, in any activity which is prohibited under Sanctions or is considered a breach of Sanctions or

export and re-export control laws and regulations, including, without limitation, reselling or in any other way releasing Services to the Customers and/or Authorized Users directly or indirectly included in any Restricted Party List or located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions imposed by relevant Sanctions Authorities, including, without limitation, Belarus, Cuba, Iran, North Korea, Russia, restricted regions of Ukraine and Syria. NordStellar reserves the right to suspend or terminate any Customer and/or Authorized User that was contracted directly or brought by an Authorized Partner and which appears to be breaching this Section.

3. Customer and/or Authorized Partner undertakes to immediately inform NordStellar if it, its affiliates (and/or their shareholders, board members, council members, beneficiaries and any other natural and legal persons Customer and/or Authorized Partner is acting on behalf of) or any of the Customer's Authorized Users are included on a Restricted Party List or otherwise become subject to Sanctions.

## **21.5. Amendments and Supplements of the Agreement; Waivers**

- 21.5.1. NordStellar reserves the right, at its sole discretion, to modify or replace the terms of this Agreement at any time. If a revision is material, NordStellar will make reasonable efforts to provide at least 14 (fourteen) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at NordStellar's sole discretion.
- 21.5.2. By continuing to access to or use NordStellar Services after these revisions become effective, Customer agrees to be bound by the revised terms of the Agreement. If Customer does not agree to the new terms of the Agreement, in whole or in part, Customer shall refrain from using the Services.
- 21.5.3. Except as otherwise provided in the Agreement, no failure or delay of a Party to exercise any right or remedy under this Agreement will be considered as a waiver of such right or remedy, or any other right or remedy under this Agreement.
- 21.5.4. Except as otherwise provided in the Agreement, no waiver will be effective unless given in writing and signed by the relevant Party or its duly authorized representative.
- 21.5.5. No terms in Customer's purchase order or other order documents (excluding Order Forms) will be incorporated into this Agreement, regardless of any terms to the contrary, and NordStellar expressly rejects all such terms.

## **21.6. Entire Agreement**

- 21.6.1. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. In the event of any conflict between this Agreement, [Data Processing Agreement](#) and any Exhibit, the terms and conditions of this Agreement shall take precedence.

## **21.7. Severability**

- 21.7.1. If any provision of this Agreement is held illegal, invalid or unenforceable by any court or arbitral tribunal of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held illegal, invalid or unenforceable only in part or to a certain degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties will amend this Agreement by replacing such illegal, invalid or unenforceable provisions with legal, valid and enforceable provisions which would produce as nearly as possible the result intended by the Parties. The Parties will make all their best efforts to ensure the implementation of all the provisions hereof.

## **21.8. Notices**

- 21.8.1. All notices and other communications related to this Agreement must be in writing in English and will be recognized as duly delivered, if they are sent to the address indicated in the Agreement: (i) upon factual receipt when they are sent by pre-paid registered mail (with written confirmation of receipt) or courier, or (ii) on next business day after they are sent by e-mail. Notices to NordStellar should be sent to [legal@nordsec.com](mailto:legal@nordsec.com) or to NordStellar's Legal Department at the address specified above. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.
- 21.8.2. A Party shall immediately (no later than within 5 (five) calendar days) notify the other Party about the change of its address specified herein. In case the Party fails to make such

notification, any notice or communication to the last notified address shall be deemed to be properly made.

**21.9. Interpretation.**

21.9.1. For the purposes of this Agreement: (i) the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation;” (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

**21.10. Expenses**

21.10.1. Each Party will bear all costs and expenses incurred or to be incurred by it in connection with the negotiations, execution and performance of this Agreement.

**21.11. Counterparts and Signing**

21.11.1. The Agreement or any Order Form to which these Agreement terms incorporate by reference may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

21.11.2. A document signed and transmitted electronically by email or any other manner acceptable to both Parties is to be treated as an original and shall have the same binding effect as an original signature on an original document.

## EXHIBIT A - DEFINITIONS

Capitalized terms not otherwise defined in the body of the Agreement shall have the respective meanings assigned to them in this Exhibit A (unless the context requires otherwise).

**"Affiliate"** means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party; "control" means the direct or indirect ownership of more than 50% of the voting securities of a business entity.

**"Authorized User"** means employees and contractors of Customer and its Affiliates.

**"API"** means an application programming interface that allows Authorized Users to run queries through the Service for information relevant to Data Subjects.

**"API Query"** means keyword, email address or other data point or information that Customer or Authorized User submits via API or otherwise identify as query terminology or criteria relevant to Data Subjects to detect potential breach of data security. NordStellar's Services, software, technology stack, Documentation, and any other Intellectual Property of NordStellar, including all derivative works thereof, are not API Queries.

**"Authorized Partner"** means a third-party partner, reseller or distributor authorized by NordStellar to sell the Services provided by NordStellar to customers.

**"Credentials"** means any user accounts, passwords and other authentication credentials associated with use of the Service by Customer or Authorized Users.

**"Customer"** means the respective entity executing the corresponding Order Form and/or the entity which purchased and/or uses the Services, as applicable.

**"Customer Data"** means API Query and/or Monitored Assets.

**"Customer Facilities"** means Credentials and any account, hardware, system or other facility within Customer's custody or control.

**"Data Subjects"** mean any: (i) employees of Customer; (ii) users who sign up for user accounts to purchase or use Customer's products or services; or (iii) users who provide personal information to Customer as part of the process for using or purchasing Customer's products or services.

**"Deliverables"** means the reports, alerts, notices, and other types of information generated by using the Professional Services, the API, the Platform and related functionalities as part of the Service, all as described in the respective Order Form.

**"Documentation"** means operation manuals, reference manuals, specifications, technical documents, advertising materials, and other documentation relating to the Service and/or Deliverables now existing or produced from time to time by or on behalf of NordStellar.

**"Emergency Security Issue"** means any: (i) use of the Service by Customer or Authorized Users in violation of the terms and conditions of this Agreement that disrupts or is reasonably likely to disrupt the availability of the Service to other users; or (ii) access to the Service by any unauthorized third party through use of any Customer Facilities.

**"Monitored Assets"** mean keywords, domain names, email addresses and other data, data points or information, including data and information related to or attributable to third parties, that Customer or Authorized User uploads, transfers and/or provides to the Platform, or which on the basis of predetermined set of criteria are identified by NordStellar as qualifying for monitoring within the scope of the Services, for the purposes of (i) monitoring, lookup, analysis, (ii) alerting of potential data security breaches, incidents or compromises, and (iii) provision of the Services, Deliverables and related documentation. NordStellar's Services, software, technology stack, Documentation and any other Intellectual Property of NordStellar, including all derivative works thereof, are not Monitored Assets.

**“Platform”** means NordStellar’s proprietary online service (as may be updated from time to time) for detecting potential breaches of data security through monitoring of Monitored Assets and activities occurring online.

**“Restricted Party List”** means lists of trade, export, economic, financial and other sanctions, administered by Sanctions Authorities and other relevant authorities, including, but not limited to United States Treasury Department’s list of Specially Designated Nationals, the United States Department of Commerce Denied Persons List or Entity List or any other restricted or prohibited party list administered by the United States, United Kingdom, European Union or any of its member states, United Nations, and Japan.

**“Risk Mitigation Measures”** means (as applicable under the Order Form) engaging with third parties on behalf of the Customer to explore and mitigate potential risks or infringements of Customer’s rights, interests and ownership resulting from (i) fraudulent and/or malicious activities against the Customer, its employees, customers or assets, (ii) data security breaches, incidents or compromises; or (iii) other associated risk drivers and vectors.

**“Sanctions”** means economic, trade, or financial restrictions administered, enacted or enforced by any relevant Sanctions Authorities.

**“Sanctions Authorities”** means the sanctions and trade control authorities of the United Nations, the United States, the European Union or any of its member states, the United Kingdom and Japan, which prohibit or restrict conducting business with specific persons, sectors or countries relevant to the transaction or exporting products to specific countries, regions or end users.

**“Services”** means the subscription services of Platform and/or API or other functionality identified in the approved Order Form.

**“Websites”** mean NordStellar websites that Customers use to access, install or use NordStellar Service.

## **Exhibit B – Prohibited and Restricted Use Policy**

1. Customer's access to and use of the Services is subject to the Agreement and all applicable laws and regulations. NordStellar reserves the right, at any time, in its sole discretion, with or without notice, to suspend and/or terminate the Authorized User's accounts and/or Services to any Customers who violate any applicable laws, the Agreement and/or this Prohibited and Restricted Use Policy, whether repeated violation or a single instance. Please read more information in Section 10 of the Agreement ("Term, Suspension and Termination").
2. When using the Service, Customer may not:
  1. **conduct and information restrictions:**
    - undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
    - obtain, export, move or copy any data, information or material when you do not have the right to do so, or which was obtained using the Services for an unlawful purpose;
    - attempt, in any manner, to obtain the password, account, or other security information from any other user of the Services;
    - upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Services or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
    - participate in the collection of very large numbers of e-mail addresses, phone numbers, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
    - participate in an unauthorized collection, use, distribution of any personally identifiable information, such as first and last name, usernames (associated with third party online accounts), email addresses, telephone numbers, date of birth, physical addresses, unique personal identifiers, e.g. social security numbers, tax IDs, driver's license numbers, passport numbers, other national identification numbers, professional or employment-related information, e.g. company name, company website, professional identifier numbers, usernames, and password, credit card numbers, bank account numbers, insurance account numbers, etc., and/or use such data for any illegal purpose, including but not limited to, account takeover, unauthorized credential stuffing, session hijacking, etc.;
    - impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing"); or
    - use the Services for any purpose other than internal business purpose;
  2. **technical restrictions:**
    - attempt to overload the Services with queries or traffic;
    - use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, copy, distribute, or sublicense any proprietary software provided in connection with the Services;
    - alter, modify, or tamper with the Services, or permit any other person to do the same who is not authorized by NordStellar; or
    - decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services;
  3. **network and usage restrictions:**
    - restrict, inhibit, or otherwise interfere with the ability of any other entity to use the Services,



- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the Services or to any NordStellar (or Nordstellar supplier) host, server, backbone network, node or service; or
  - interfere with computer networking or telecommunications service to any user, host or network, use, assist, encourage, or enable others to use the Services/Websites for any unlawful, illicit, illegal, criminal, or fraudulent activities, including but not limited to sending spam, sending unsolicited email or any version or type of email sent in vast quantities even if the email is routed through third-party servers, use of stolen credit cards, credit card fraud, financial fraud, cryptocurrency fraud, cloaking, extortion, blackmail, sale or use of stolen credit cards, sale or use of other types of stolen data, offer or identity theft, hacking, pharming, phishing, digital piracy, harvesting.
3. Customer is solely responsible for any data they submit, request to retrieve or access by using the Services. It is Customer's sole responsibility to comprehend the relevant laws related to any jurisdiction or venue that concerns the Customer, Customer's actions and use of the Services. Customer accesses and uses the Services in Customer's country on its own initiative, and Customer is solely responsible for complying with local laws and regulations and the laws and regulations of any country with which or through which Customer communicates, transmits, or receives data, if and to the extent such laws are applicable.