

SUBSCRIPTION LICENSE STANDARD CONTRACT

This Subscription License Standard Contract (the “Standard Contract”) sets forth the terms and conditions applicable to the Services (defined below) provided by **Sensiple Inc.**, a Corporation with offices located at 1460 US Highway 9 North Suite 303 Woodbridge, New Jersey – 07095 USA. (“Licensor”) and the Party subscribing to the license (“Customer”). Licensor and Customer are collectively referred to as the “Parties” and individually as a “Party”. The Subscription Service offered as a Standard Contract Listing on the AWS Marketplace by the Licensor, and Customer’s purchase of the corresponding Subscription from the AWS Marketplace, constitutes each Party’s respective acceptance of this Agreement and their entry into this Agreement. The “Agreement” includes the Standard Contract Listing.

1. SCOPE

This Agreement governs the Customer’s subscription to and use of the Product and associated Services as described in the applicable Product Listing and purchase documentation. The Licensor shall provide the Customer with access to the Product in accordance with the subscription purchased, including SaaS (Software-as-a-Service) deployment, subscription term and permitted usage. The scope of use is limited to the Customer’s internal business operations. In addition, the Customer is granted the right to resell the Subscription license to its end users under a binding End User License Agreement (EULA) that is consistent with the terms and conditions of this Agreement and the applicable Product Listing. Customer shall remain responsible for ensuring compliance with such EULA and for all acts and omissions of its end users. All rights not expressly granted under this Agreement are reserved by the Licensor. In any event, The Customer / The End Customer shall agree to the terms and conditions stipulated in the End User License Agreement forming part of this agreement. The Customer shall ensure that its End Customer reviews and agrees to the terms and conditions stipulated in the End User License Agreement.

1.1 Ownership: - The Product is licensed, not sold, to Licensee for use only under the terms of the Agreement. As between the parties, the Product, Documentation and all Intellectual Property Rights therein are and shall remain the exclusive property of Licensor. **“Intellectual Property Rights”** means any and all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing. Any rights not expressly granted to Licensee hereunder are reserved by Licensor.

1.2 Product Subscription: - The Licensor shall provide the Customer with access to the Product in accordance with the subscription purchased. The scope of the subscription, including SaaS (Software-as-a-Service) deployment, pricing, and subscription term, shall be as described in the applicable Product Listing and corresponding purchase documentation. The Product Listing may also include, or incorporate by reference, additional details such as the intended geographic scope of use, technical prerequisites, support services (which may vary by region), disclosures regarding

open-source components, and a summary of the Licensor's security practices. All such information shall be deemed an integral part of the Product Listing and this Agreement.

1.3 Agreement: - Each subscription entered into by the Customer is governed by and subject to the terms of this Agreement, which comprises: (a) this Subscription License Agreement; (b) the applicable Product Listing; (c) the terms and conditions of any Non-Disclosure Agreement ("NDA"), if executed between the Parties as referenced in Section 7.4; (d) the Privacy and Security Terms if applicable to SaaS Service Subscriptions; and (e) any amendments to the foregoing as mutually agreed in writing by the Parties in accordance with Section 13.3. Collectively, these documents constitute the entire agreement between the Customer and the Licensor (the "Agreement"). Each Subscription shall be deemed a separate and independent contractual engagement between the Customer and the Licensor. In the event of any inconsistency or conflict among the components of this Agreement, the following order of precedence shall apply, in descending order of priority: (a) any mutually agreed written amendment; (b) the Privacy and Security Terms for SaaS Service Subscriptions; (c) the NDA (if applicable); (d) the Product Listing; and (e) this Subscription License Agreement.

2. LICENSES

2.1 Licensed Materials:

2.1.1. If the Subscription includes a Product or any component thereof that is deployed within the Customer's computing environment, the Licensor hereby grants the Customer, for the duration of the Subscription a non-exclusive, worldwide, non-transferable, and non-terminable license under all applicable proprietary rights to deploy, operate, and use the Product or relevant component within the Customer's computing environment. This license includes the right to permit Users to access and use the Product or component as deployed, in accordance with the applicable Product Listing, the scope of usage purchased under the Subscription, and the terms of this Agreement.

2.1.2. If the Subscription includes a Product or any component thereof delivered via a Software-as-a-Service (SaaS) model hosted by the Licensor, the Licensor hereby grants the Customer, for the duration of the Subscription and subject to a non-exclusive, worldwide, non-transferable, and non-terminable license under all applicable proprietary rights to access and use the Product or relevant component via the SaaS Service. This includes the right to permit Users to access and use the Product or component and the SaaS Service, in accordance with the applicable Product Listing, the scope of usage purchased under the Subscription, and the terms and conditions of this Agreement.

2.1.3. The Customer may use the Product for its internal operations and, resell the offerings to end customers, provided such use complies with this Agreement. The Customer may make

a reasonable number of copies of the Documentation as necessary to exercise the rights granted under this Agreement, provided that all proprietary notices and legends are retained on such copies. All rights not expressly granted to the Customer are reserved by the Licensor.

2.2 Affiliates and Contractors: - Where the Customer permits its Affiliates or Contractors to use the Licensed Materials: (a) the Customer remains fully responsible for all obligations arising from such use; and (b) the Customer shall be directly liable for any act or omission of such Affiliates or Contractors to the same extent as if performed by the Customer itself. And (c) any act or omission by an Affiliate or Contractor in connection with this Agreement shall be deemed an act or omission of the Customer.

2.3 Affiliates Not Under Direct Order Form: - Subject to the terms of the applicable Order Form, the Customer may make the Subscription Service available to its Affiliates, provided that all licensing restrictions are complied with in each instance by each such Affiliate agreeing to the End User License Agreement. The Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates, except where the Affiliate has entered into its own Order Form with Licensor pursuant to Section 2.4. Any license restrictions set out in an Order Form shall be deemed to apply collectively to the Customer and its Affiliates. For instance, if an Order Form limits use of the Subscription Service to twenty (20) Users, then the aggregate use by the Customer and its Affiliates shall not exceed twenty (20) Users.

2.4 Affiliates Under Direct Order Form: - In addition to the foregoing, Customer's Affiliates may acquire Services directly from Licensor by entering into their own Order Forms, which shall incorporate the terms of this Agreement by reference. Each such Affiliate shall be solely responsible for its obligations under its respective Order Form and for compliance with this Agreement as if it were the named Customer. The Customer shall have no obligations or liabilities with respect to any Order Form entered into by its Affiliates, and Licensor shall look solely to the executing Affiliate for performance and enforcement.

2.5 Restrictions: - Except as expressly permitted under this Agreement, neither the Customer nor any User may: (a) copy the Licensed Materials, in whole or in part; (b) distribute the Licensed Materials to any third party; (c) modify, adapt, translate, or create derivative works based on the Licensed Materials; (d) decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Product, except as permitted by applicable law; (e) rent, loan, sublicense, lease, distribute, or otherwise grant rights to the Licensed Materials to any third party; (f) use the Licensed Materials to operate as a consultant, service bureau, application service provider, or similar service; or (g) permit any third-party access to the Licensed Materials.

2.6 Open Source Software and Third-Party Components: - The Product may include, interoperate with, or be provided together with Open Source Software. or other Third-party applications, software or tools (third party Components). Where the Customer’s use of the Product is subject to any Open Source Software license, the applicable license terms and identification of such software shall be included or referenced in the Product Listing or Documentation. The terms of this Agreement shall apply to such Open Source Software and Third-Party Components: (i) to the extent not prohibited by the applicable Open Source or Third-party license, including provisions relating to warranties and indemnification; and (ii) except where the applicable license requires otherwise, in which case the terms of such license shall govern solely with respect to that specific component.

Defects, errors, or performance issues arising from or attributable to any Third-Party Components are expressly excluded from warranty, support, and service obligations of the Licensor. Such defects shall not be deemed defects of the Product. In case of any delay in correcting errors relating to Third-Party Components that materially impacts the Product’s ability to perform as specified in the relevant SLA, the Customer may, without prejudice to its other rights, terminate this Agreement and receive a prorated refund of fees paid (including license and support fees), after deducting the period during which the Customer used the Product or received services. The Licensor shall have no further liability arising from or relating to such Third-Party Components.

3. SERVICES

3.1 SaaS Service: - If Customer is purchasing a SaaS Service Subscription, Licensor will provide the Product to Customer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. Licensor will provide Customer all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service (“Keys”) as set forth in the Product Listing.

3.2 Support Services: - Licensor will make available to Customer Documentation concerning the use and operation of the Product, and Licensor will provide Support Services to Customer as described, incorporated or referenced in the Product Listing.

4. PAYMENT AND TAXES

4.1 Fees and Payment Terms:

4.1.1 AWS Marketplace Deployment:

i. For Subscriptions purchased via AWS Marketplace, Customer shall pay fees to AWS under AWS Marketplace billing processes. AWS shall remit applicable amounts to Licensor. Invoicing, payment schedules, and refund requests are handled as per AWS Marketplace documentation and processes. AWS is not a party to the agreements between Licensor and Customer.

4.1.2 Direct SaaS Deployment:

- i.** For Subscriptions purchased directly from Licensor, Customer shall pay all fees as specified in the applicable Product Listing and purchase documentation. Payment shall be made in U.S. Dollars unless otherwise agreed in writing.
- ii.** Fees may be structured as prepaid, installment-based, or recurring, depending on the Entitlement Pricing model selected. Payment obligations are non-cancelable, and fees paid are non-refundable except as expressly provided in this Agreement and Policy.
- iii.** Licensor reserves the right to suspend access to the Product or Services if Customer fails to pay any undisputed amounts within thirty (30) days of the due date, following written notice and an opportunity to cure.

4.2 Taxes:

- i.** All fees are exclusive of applicable taxes, duties, levies, or similar governmental assessments, including but not limited to value-added tax (VAT), sales tax, use tax, and withholding tax (“Taxes”).
- ii.** Customer shall be responsible for all Taxes associated with the Subscription, except for Taxes based on Licensor’s net income, property, or employment obligations.
- iii.** If Licensor is required to collect or remit Taxes on behalf of Customer, Licensor shall invoice Customer for such Taxes, and Customer shall pay such amounts unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.
- iv.** Each Party shall comply with applicable tax laws and regulations in connection with this Agreement, including any reporting or withholding obligations.

5. PROPRIETARY RIGHTS

5.1 Licensed Materials: - Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Customer any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.

5.2 Feedback: - Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services (“Feedback”), provided however, that Feedback does not include any Proprietary Rights of Customer or Customer’s Affiliates or any Customer Data or Customer Materials. Licensor may use and incorporate Feedback in Licensor’s products and services without compensation or accounting to Customer, provided that neither Licensor nor its use of the Feedback identifies Customer as the source of such Feedback. Feedback is not confidential to Customer. Customer will have no obligation to provide Feedback, and all Feedback is provided by Customer “as is” and without warranty of any kind.

6. WARRANTIES

6.1 Licensed Materials: - The Licensor represents and warrants to the Customer that the Licensed Product:

6.1.1 Conformance to Documentation: The Product or Component of the Product (whether deployed in Customer's environment or provided as a SaaS Service) will conform in all material respects to the Documentation throughout the Subscription Term.

6.1.2 No Harmful Mechanisms: The Product will not contain any automatic shut-down, lockout, "time bomb," or similar mechanism that interferes with the Customer's rights under this Agreement, except for Keys that expire at the end of the Subscription Term.

6.1.3 Protection Against Malicious Code: The Licensor will apply industry-standard practices to detect and protect the Product against viruses, worms, spyware, or other malicious code, including scanning with current security tools before delivery and, for any Product deployed as a SaaS Service, conducting such scans on a regular basis thereafter.

6.1.4 No Restrictive Licensing Terms: The Product and its permitted use under this Agreement will not be subject to any license or terms that require Customer Data, Customer Materials, or any software, documentation, or materials used with the Product to be: (i) disclosed or distributed in source code form; (ii) licensed for the creation of derivative works; or (iii) redistributed at no charge.

6.2 Services: -The Licensor represents and warrants that all Support Services will be performed in a professional and workmanlike manner, using the degree of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services, and in accordance with the Product Listing and Documentation.

6.3 Remedies: - If any Product or Service fails to conform to the foregoing warranties, the Licensor will, at its expense and option, promptly correct the Product or re-perform the Services. If the Licensor fails to do so within thirty (30) days, or within such other period as the Parties may agree (the "Cure Period"), then, as the Customer's sole remedy and the Licensor's exclusive liability (except as provided in Section 9), the Customer may, within thirty (30) days after the Cure Period ends, terminate the affected Subscription and this Agreement without further liability. In such case, the Licensor will refund any prepaid fees, prorated for the unused portion of the Subscription as of the date the Customer reported the breach, together with any applicable service credits available under the Licensor's Support Services or other policies.

6.4 Warranty Exclusions: - The Licensor will have no warranty obligation to the extent any nonconformance is caused by: (a) the Customer's use of the Product in violation of this Agreement or applicable Law; (b) any modification to the Licensed Materials not made or authorized by the Licensor or its Personnel; (c) the Customer's use of the Product with third-party equipment or software not provided or approved by the Licensor or not contemplated by the Product Listing or Documentation; or (d) the Customer's use of the Product in a manner inconsistent with the Documentation, where such use caused the nonconformance.

6.5 Compliance with Laws: - Each Party represents and warrants that it will comply with all applicable international, national, state, and local laws, regulations, and orders ("Laws") in the performance of this Agreement.

6.6 Power and Authority: - Each Party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement, and that its execution and delivery of this Agreement have been duly authorized; and (b) its performance of this Agreement will not conflict with or result in a breach of any other agreement, obligation, or duty to which it is bound or owed to any third party.

6.7 Disclaimer: - EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE LICENSOR DOES NOT WARRANT THAT (A) THE LICENSED MATERIALS WILL MEET THE CUSTOMER'S REQUIREMENTS, OR (B) THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

7. CONFIDENTIALITY

7.1 Confidential Information: - "Confidential Information" means any non-public information disclosed or made accessible, directly or indirectly, by one Party ("Disclosing Party") to the other ("Receiving Party") under this Agreement, whether oral, written, or electronic, that is designated as confidential or that, by its nature or circumstances of disclosure, should reasonably be understood to be confidential. Confidential Information includes, without limitation, technical data, trade secrets, know-how, research, inventions, processes, designs, product plans, business and marketing strategies, pricing, customer, supplier, employee or user data, and any third-party confidential information. Confidential Information does not include information that: (a) is or becomes public through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party without restriction prior to disclosure; (c) is lawfully received from a third party without confidentiality obligations; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Except as expressly provided herein, each

Party retains all rights in its Confidential Information. The Licensed Materials constitute Confidential Information of the Licensor.

7.2 Obligations: - Each Party shall protect the other's Confidential Information with at least the same degree of care it uses to protect its own similar information, but not less than a reasonable degree of care, and shall use it solely to perform its obligations or exercise its rights under this Agreement. Disclosure shall be limited to personnel or representatives who need to know such information and are bound by equivalent confidentiality obligations. Each Party shall promptly notify the other of any unauthorized disclosure or use and cooperate in mitigating its effects.

7.3 Compelled Disclosure: - If disclosure of Confidential Information is required by law, regulation, subpoena, or court order, the Receiving Party may disclose such information but shall, where legally permissible, provide prior notice to the Disclosing Party to allow it to seek protective measures. Any such disclosure shall not affect the confidential status of the information or the Receiving Party's obligations under this Agreement. Where the Customer is a government entity, it shall comply with all applicable laws governing public information disclosure.

7.4 NDA: - If the Parties (or their Affiliates) enter into a separate nondisclosure agreement ("NDA") covering disclosures under this Agreement, the NDA shall govern and replace Sections 7.1 through 7.3 of this Section 7.

8. ADDITIONAL SAAS SERVICE OBLIGATIONS AND RESPONSIBILITIES

This Section applies to Subscriptions for Product, or a component of a Product, deployed in the Customer's or its End Users computing environment, or accessed via SaaS Service.

8.1 Acceptable Use: - Customer shall use the Product only in accordance with applicable laws and the Documentation. Customer shall not: (a) use the product for unlawful purpose or to infringe intellectual property rights of third parties; (b) reverse engineer, decompile or otherwise attempt to derive the source code of the product, except as permitted by law; (c) interfere with the normal operation of the Product; or (d) sublicense, lease or make the product available to any third party except as expressly permitted under this Agreement or the applicable Product Listing.

8.2 Customer Data: -

(a) **Ownership:** - Customer retains all rights, title, and interest in and to Customer Data and Customer Materials. Licensor shall not access or process Customer Data except as strictly necessary for providing support services or as otherwise authorized in writing by Customer.

(b) **Support Access:** - In limited circumstances where Customer requests Licensor's assistance (e.g., troubleshooting or remote diagnostics), Customer may temporarily grant Licensor access to

Customer Data or systems. Such access will be subject to Section 7 (Confidentiality) and will terminate upon completion of the support activity.

(c) **System Data:** - Licensor may collect and use aggregated or anonymized technical information (e.g. error logs, performance data) solely for improving product performance and support. Such data will not include any Customer Data or personally identifiable information.

8.3 Reseller Responsibilities: - Customer is authorized to resell the Subscription license to its end users under a binding End User License Agreement (EULA) that is consistent with the terms and conditions of this Agreement and the applicable Product Listing. Customer shall ensure compliance with such EULA and remain responsible for all acts and omissions of its end users. End users accessing the Product via voice, chat, or any other channels shall be governed by the EULA terms enforced by the Customer.

8.4 Security: - Each Party will implement and maintain appropriate technical and organizational measures within their respective environments to protect their systems and data. Licensor's security obligations are limited to the Product as delivered and do not extend to Customer's computing environment or its configuration.

9. LIMITATIONS OF LIABILITY

9.1 General Limitation: - NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGGREGATE LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9.2 Exceptions: - THE LIMITATION IN SECTION 9.1. SHALL NOT APPLY TO; (a) GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (b) INFRINGEMENT INDEMNIFICATION OBLIGATION UNDER SECTION 10; OR (c) BREACH OF CONFIDENTIALITY UNDER SECTION 7.

10. INDEMNIFICATION

10.1 Licensor Indemnity: - Licensor will defend and indemnify Customer against claims alleging that the Product infringes any third-party intellectual property right. Licensor will either (a) secure the right for Customer to continue using the Product; (b) modify or replace the Product to be non-infringing; or (c) if commercially unreasonable, terminate the Subscription and refund prepaid fees for unused period.

10.2 Customer Indemnity: - Customer will indemnify Licensor against claims arising from Customer's misuse of the Product, violation of applicable law, or provision of Customer Data or Customer Material that infringe third party rights.

10.3 Process: - Each party must promptly notify the other party of any Claim for which indemnification is sought. Delay in notification will not relieve the Indemnifying Party unless it materially prejudices the defense. The Indemnifying Party controls the defense but cannot settle without the indemnified party's consent, if the claim imposes liability on the indemnified party.

10.4 Infringement Remedy: - If the Product or Licensed Materials are adjudicated to infringe third-party rights, or an injunction restricts Customer's use, Licensor will (a) Secure the right for Customer to use the Product or (b) replace or modify it with non-infringing alternatives. If neither is commercially reasonable, the Agreement may be terminated, and Licensor will refund prepaid fees prorated for unused period. Licensor's obligations cease after providing non-infringing replacements or modifications.

10.5 Limitations: - Licensor's indemnification obligations do not apply to infringement Claims arising from (a) modifications not authorized by Licensor, (b) use of the Product with third-party software or equipment not provided by Licensor, or (c) Customer's violation of the Agreement. If the claim involves third party software provided by Licensor, Licensor's liability is limited to its proportional share based on its contribution to the infringement.

10.6 No Insurance Limitation: - The indemnification obligations are not limited by insurance coverage maintained by either Party.

11. TERM AND TERMINATION

11.1 Term: - This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

11.2 Termination for Cause: - Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party.

11.3 Effect of Termination: -

11.3.1 Upon termination or expiration of the Subscription or this Agreement; (i) Customer's right to use the Product licensed under such Subscription will immediately cease, (b) Customer's access to the Product and Service provided under such Subscription may be disabled and discontinued. (c) Termination or expiration of any Subscription purchased by Customer will not affect any other active Subscription purchased by Customer from Licensor; (d) Sections

relating to proprietary Rights, Confidentiality, Limitation of Liability, Indemnification and any other provisions that by their nature should survive termination will remain in effect.

11.3.2 For SaaS Service Subscriptions, Licensor shall assist Customer with retrieval or deletion of Customer Data in accordance with Section 8.2(b) following termination.

12. MARKETPLACE COMPLIANCE: -

This Agreement is intended for publication on AWS Marketplace and is structured to comply with this AWS Marketplace Standard Contract requirements. Customer acknowledges that all invoicing, payment schedules, and refund requests for subscriptions purchased via AWS Marketplace shall be administered exclusively in accordance with AWS Marketplace documentation and processes. AWS acts solely as a platform provider and is not a party to this Agreement or any obligations between Licensor and Customer. Licensor and Customer agree to comply with all applicable AWS Marketplace policies and procedures, listed in AWS Market place portal.

13. GENERAL

13.1 Applicable Law: - This Agreement will be governed and interpreted under the laws of the State of New Jersey, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in New Jersey, USA. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Assignment: - Customer may assign or transfer this Agreement or any rights or delegate any duties herein with the prior written consent of the Licensor, which will not be reasonably withheld. Notwithstanding the foregoing, Customer may assign rights to an entity as an authorized reseller, provided such entity agrees in writing to be bound by this Agreement

13.3 Entire Agreement: - This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Customer and Licensor. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties.

- 13.4 Export Laws:** - Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Customer, where Customer or its Users use the Product or Services, and in the case of Licensor, where Licensor provides the Product or Services. The Customer will export, re-export, ship, or otherwise transfer the Licensed Materials, Services to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.
- 13.5 Force Majeure:** - Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a “Force Majeure Event”). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Customer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Customer to Licensor for such unperformed portion.
- 13.6 Headings:** - The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 13.7 No Third-Party Beneficiaries:** - Except as specified in Section 9 with respect to Customer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13.8 Notices:** - To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.
- 13.9 Nonwaiver:** - Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any

succeeding breach of the same or any other provision hereof No such waiver will be valid unless executed in writing by the Party making the waiver.

13.10 Publicity: - Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

13.11 Modifications to Subscription Product or Service: - Licensor may make modifications to the Subscription Product or particular components of the Subscription Product and Services from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Product.

13.12 Relationship of Parties: - The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Customer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Customer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

13.13 Severability: - If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

13.14 Subcontracting: - Licensor may use Subcontractors for performance under this Agreement, provided Licensor remains fully responsible for their compliance.

14. RESELLER RIGHTS

Customer shall ensure that each End User agrees to an End User License Agreement (EULA) consistent with this Agreement, including intellectual property protections, confidentiality, and usage restrictions.

14.1 Resale Authorization: Notwithstanding any other provision in this Agreement, Licensor hereby authorizes Customer to act as a reseller of the Product. Customer may resell the Subscription license to its end users ("End Users") under the terms of an End User License Agreement ("EULA") that is consistent with the terms and conditions of this Agreement and the applicable Product Listing.

14.2 EULA Requirements: Customer shall ensure that each End User agrees to a binding EULA that includes terms no less protective of Licensor’s rights than those set forth in this Agreement. The EULA must include, at a minimum, restrictions on use, intellectual property protections, disclaimers, limitations of liability, and confidentiality obligations substantially similar to those in this Agreement.

14.3 Responsibility for End Users: Customer shall remain responsible for all acts and omissions of its End Users in connection with their use of the Product. Breach of the EULA by an End User shall be deemed a breach by Customer only to the extent such breach results from Customer’s failure to enforce the EULA or obligations expressly assumed by Customer.

14.4 Support and Access: Licensor shall have no direct obligation to provide support or access to End Users unless otherwise agreed in writing. Customer shall be responsible for first-line support to End Users and shall escalate issues to Licensor as necessary in accordance with the Support Services described in the Product Listing.

15. DEFINITIONS

- i. **“Affiliate”** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.
- ii. **“Customer Data”** Customer retains all rights, title, and interest in and to Customer Data and Customer Materials. and the Licensor shall not be considered a Processor under applicable Data Protection Laws.
- iii. **“Customer Materials”** means any property, items or materials, including Customer Data, furnished by Customer to Licensor for Licensor’s use in the performance of its obligations under this Agreement.
- iv. **“Customer’s Computing Environment”** means the Customer computing environment in which Licensor authorizes use of the Subscription.
- v. **“Contractor”** means any third-party contractor of Customer or other third- party performing services for Customer, including outsourcing suppliers.
- vi. **“Data Protection Law(s)”** means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) (“GDPR”), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) (“CCPA”).
- vii. **“Documentation”** means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all

- enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.
- viii. **“Entitlement Pricing”** means any Subscription pricing model where Customer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.
 - ix. **“Governmental Entity”** means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government.
 - x. **“International Data Transfer Mechanism”** means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. “Transfer,” in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.
 - xi. **“Licensed Materials”** means the Product, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a Subscription.
 - xii. **“Licensor’s Computing Environment”** means the computing infrastructure and systems used by Licensor to provide the Product via SaaS Service.
 - xiii. **“Open Source Software”** means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.
 - xiv. **“Personal Data”** means information the Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Personal Information,” as context requires, to the extent such information forms part of the Customer Data.
 - xv. **“Personnel”** means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).
 - xvi. **“Privacy and Security Terms”** means the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

- xvii. **“Process” or “Processing”** means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.
- xviii. **“Product Listing”** means the description of Product and other product information listed and offered by Licensor or its authorized reseller, including Support Services and Licensor’s policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor’s security practices or disclosures concerning Open Source Software.
- xix. **“Product”** means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides, or is obligated to provide, as part of the Subscription.
- xx. **“Proprietary Rights”** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications (b) copyrights and mask work rights (c) trade secrets (d) trademarks (e) rights in data and databases and (f) analogous rights throughout the world.
- xxi. **“SaaS Service”** SaaS Service refers exclusively to Product deployments hosted by Licensor. Managed service or self-hosted deployments are excluded from this definition unless explicitly stated.
- xxii. **“Services”** means all services and tasks that Licensor provides or is obligated to provide under this Agreement, including without limitation Support Services.
- xxiii. **“Subcontractor”** means any third-party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.
- xxiv. **“Subscription”** means a Product subscription for a specific use capacity purchased by Customer and fulfilled by Licensor for the licensing and provision of Product, whether deployed in Customer’s Computing Environment and/or provided as a SaaS Service through Licensor’s Computing Environment.
- xxv. **“Support Services”** means the support and maintenance services for the Product that Licensor provides, or is obligated to provide, as described in the Product Listing.
- xxvi. **“System Data”** means data and data elements (other than Customer Data) collected by the Product, SaaS Service or Licensor’s Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

xxvii. “User” means Customer, its Affiliates and any person or software program or computer systems authorized by Customer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Customer or its Affiliates.