

SAFELISHARE END USER LICENSE AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE
CONFIDENTIALAI PLATFORM.

Last updated on April 28th 2024

EITHER BY (A) CLICKING TO ACCEPT THIS SAFELISHARE END USER LICENSE AGREEMENT ("THE AGREEMENT" OR "EULA"), (B) DOWNLOADING, INSTALLING AND/OR USING THE SAFELISHARE PLATFORM, WHICH INCLUDES, BUT IS NOT LIMITED TO: ZERO TRUST COLLABORATION, ZERO TRUST SECURE ACCESS, ASSET INTELLIGENCE, NETWORK OBSERVABILITY, AND ANY ASSOCIATED SOFTWARE, MEDIA, PRINTED OR ELECTRONIC DOCUMENTATION, AND UPDATES FOR THE SOFTWARE (COLLECTIVELY, THE "SAFELISHARE PLATFORM"), OR (C) ENTERING INTO AN ORDERING DOCUMENT EXECUTED OR OTHERWISE AGREED TO BY THE PARTIES OR CUSTOMER AND SAFELISHARE'S AUTHORIZED RESALE PARTNER ("PARTNER") AND REFERENCING THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND CUSTOMER AGREES TO BE BOUND BY AND ARE A PARTY TO THIS AGREEMENT. THE "CUSTOMER" HEREUNDER MEANS THE SAFELISHARE PLATFORM LICENSED BY A COMPANY OR USER. YOU WARRANT THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO CONTRACTS ON BEHALF OF THE ORGANIZATION YOU REPRESENT.

YOUR USE OF THE SAFELISHARE PLATFORM IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR USE THE SAFELISHARE PLATFORM.

1. Amendment

- a. We may amend this EULA from time to time by providing you with adequate notice. If you do not agree to the amendments, then we may at our sole discretion terminate the EULA (in which case you will only be liable to pay the fees pro-rata or where advance fees has been paid, you

will be eligible to receive a refund of the unused amount calculated on pro-rata basis) or abandon the proposed amendment.

- b. This EULA may be supplemented by an offer document or the like (on our website, by email or through an authorized SafeLiShare Partner) which states the commercial terms on which this SafeLiShare Platform and related services are being provided to you, including but not limited to: the fees payable by you to us or any third-party, the payment terms, how many authorized users accounts you may create, etc. (**“Commercial Terms”**).

2. License

- a. **License Grant.** Subject to the terms and conditions of this Agreement, SafeLiShare will provide Customer the SafeLiShare Platform for use in accordance with this Agreement. Subject to Customer’s compliance with the terms of this Agreement, SafeLiShare grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the SafeLiShare Platform for Customer’s internal business purposes during the Term (defined below). Customer may permit any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such Party, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity (**“Affiliates”**) to use the SafeLiShare Platform; provided that Customer (i) warrants that it has the ability to bind such Affiliates under this Agreement; (ii) is fully liable and responsible for all acts and omissions of such Affiliates under this Agreement as if such acts and omissions were committed by Customer; and (iii) SafeLiShare consents to the use by such Customer Affiliate in writing.
- b. **Restrictions.** Customer is responsible for all activities conducted by it and its users pursuant to this license. This license does not allow the Customer to modify any portion of the SafeLiShare Platform to remove or circumvent technical limitations of the license. Customer may not (i) copy, modify, or create derivative works of the SafeLiShare Platform or any software component of the SafeLiShare Platform; (ii) rent, lease,

lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SafeLiShare Platform except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SafeLiShare Platform; (iv) remove any proprietary notices from the SafeLiShare Platform; or (v) use the SafeLiShare Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws. Any attempt to do so is a violation of the rights of SafeLiShare. The terms of this Agreement will govern any upgrades provided by SafeLiShare that replace and/or supplement the original SafeLiShare Platform unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

- c. **Termination of License.** Customer's rights under this license will terminate automatically without notice if Customer fails to comply with any terms of this license. Upon termination of the license, Customer must immediately cease using the SafeLiShare Platform. Upon termination of this contract, Customer must promptly remove and permanently delete all SafeLiShare Platform data, materials, and proprietary information from their systems, devices, and any other storage platforms to ensure no unauthorized use or disclosure occurs post-termination. Customer's license to use the SafeLiShare Platform may also be terminated as set forth in Section 6.
- d. **Suspension.** SafeLiShare reserves the right to suspend Customer's access to the SafeLiShare Platform if: (i) Customer has not paid the applicable fees for the SafeLiShare Platform; (ii) Customer is in material breach of any of the terms of the Agreement; (ii) SafeLiShare reasonably believes Customer's use of the SafeLiShare Platform poses a risk to SafeLiShare, the SafeLiShare Platform, other SafeLiShare customers or third parties; or (ii) Customer is using the SafeLiShare Platform or SafeLiShare's intellectual property for fraudulent or illegal activities. SafeLiShare will use commercially reasonable efforts to (x) provide

Customer with written notice of any suspension (which may be no notice at all) and (y) resume providing access to the SafeLiShare Platform as soon as reasonably possible after the event giving rise to the suspension is cured. SafeLiShare will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a suspension imposed in accordance with this Section 3(d).

3. Proprietary Rights.

- a. **Intellectual Property.** SafeLiShare and its suppliers and licensors retain all right, title and interest in and to the SafeLiShare Platform and any software or other technology used by SafeLiShare in the provision of the SafeLiShare Platform and all modifications and derivative works thereof including all trademarks, names, logos, patents, copyrights, trade secrets and other intellectual property rights. Other than as specifically described in Section 3(a), Customer has no right under the Agreement to the SafeLiShare Platform or to any of SafeLiShare's trademarks, patents, copyrights, or other intellectual property rights. SafeLiShare retains all rights not expressly granted to the Customer in this Agreement.
- b. **Usage Data.** In connection with the SafeLiShare Platform, SafeLiShare may collect information about Customer's access and use of the SafeLiShare Platform, including but not limited to usage and performance information ("**Usage Data**"). SafeLiShare may use Usage Data to support Customer and improve functionality of the SafeLiShare Platform for Customer.
- c. **Aggregated Data.** SafeLiShare may use Usage Data that has been aggregated and anonymized (i.e., any data that identifies the Customer or Customer's end users has been removed) ("**Aggregated Data**") derived from the SafeLiShare Platform to support and improve SafeLiShare's products and services, including in the development of new features, products, tools, and content, and for other commercial purposes.
- d. **Feedback.** If Customer provides any ideas for suggested improvements, modifications, or other feedback about the SafeLiShare Platform to SafeLiShare ("**Feedback**"), SafeLiShare may use, disclose or otherwise

exploit such Feedback without restriction or further obligation to Customer.

- e. **Marketing.** SafeLiShare may use and display Customer's name, logo, trademarks, and service marks on SafeLiShare's website and in SafeLiShare's marketing materials in connection with identifying Customer as a customer of SafeLiShare. Upon Customer's written request, SafeLiShare will promptly remove any such marks from SafeLiShare's website and, to the extent commercially feasible, SafeLiShare's marketing materials. If SafeLiShare requests, Customer agrees to participate in a case study, press release and/or cooperate with SafeLiShare in speaking to the media, etc.

4. Maintenance and Support Services.

Maintenance and support services will be provided by SafeLiShare for the SafeLiShare Platform licensed under this Agreement as set forth at SafeLiShare.com Support & Services. Support may also be provided by an authorized SafeLiShare Partner under separate terms agreed upon by such Partner and Customer. SafeLiShare shall have no obligation to provide Support Services for the SafeLiShare Platform that has been modified by Customer or a third party at Customer's direction, except as otherwise agreed to by SafeLiShare in writing.

5.Pricing.

At its sole discretion, SafeLiShare may change the prices specified in its price list and add or remove items at any time. Initial orders, add-ons, and renewals will reflect the then current list price and any applicable discounts negotiated between the parties. A purchase order received after the effective date of a price change, but pursuant to a valid and unexpired quote shall be invoiced at the price stated on that quote.

6. Fees and Payment.

- a. **Fees.** In consideration of the grant of license by SafeLiShare in terms of this Agreement, the Customer shall pay the applicable fees in accordance with the Commercial Terms.
- b. **Payment Terms.** Unless otherwise expressly specified in an invoice,

1. all fees are non-refundable, and no credits will be made available for partially used Terms or periods;
 2. suspension or termination of the SafeLiShare Platform shall not relieve Customer of any payment obligations under the Commercial Terms.
 3. All Fees shall be paid in United States dollars and shall be due thirty (30) days from the date of invoice. In the event of late payment by Customer (other than a payment that is not made when due as a result of a bona fide dispute between the parties), SafeLiShare shall be entitled to interest on the amount owing at a rate of 1% per month or the highest rate allowed by applicable law, whichever is less, compounded on a daily basis from the due date of payment until the date of actual payment. If Customer is purchasing the SafeLiShare Platform through an authorized SafeLiShare Partner, then the applicable fees will be paid directly to the Partner.
- c. **Taxes.** Any and all payments made by Customer to SafeLiShare in accordance with this Agreement are exclusive of any taxes that might be assessed against Customer by any jurisdiction. Customer shall pay for value-added, sales, use, property and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges, and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of SafeLiShare. All amounts payable to SafeLiShare under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation value added tax, customs duty and withholding tax. In the event of foreign withholding taxes. In the event Customer is required to withhold taxes, Customer will furnish SafeLiShare with all required receipts and documentation substantiating such payment. If SafeLiShare is required by law to remit any tax or duty on Customer's behalf or for Customer's account upon delivery, Customer agrees to reimburse SafeLiShare within 30 days after SafeLiShare notifies Customer in

writing of such remittance. Customer will provide SafeLiShare with valid tax exemption certificates in advance of any remittance otherwise required to be made by SafeLiShare on Customer's behalf or for Customer account where such certificates are applicable.

- d. **Billing Disputes.** In the event that Customer, in good faith, disputes any amount charged or invoiced hereunder, such dispute must be reported to SafeLiShare within thirty (30) days following receipt of invoice or the applicable statement, provided that in no event shall Customer withhold any fees not subject to a good faith dispute.

7. Term and Termination.

- a. **Effective Date.** This EULA will be effective from the date set out in the Commercial Terms, or if unspecified, the date upon which you give your express consent to this EULA and/or when you first install the SafeLiShare Platform, as specified in Section 1(b).
- b. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period as specified in Commercial Terms or, if unspecified, for the time period for which the fee has been paid by the Customer.
- c. **Perpetual License Terms.** Customers who have purchased a "perpetual" license should be aware that the average lifecycle of the product is approximately five years before reaching End of Life (EOL). After this period, customers are required to renew their licenses to continue using the SafeLiShare Platform. At the time of renewal, customers may collaborate with the SafeLiShare Sales representative (or contact us at sales@safelishare.com to negotiate the commercial terms applicable for future engagements, based on the then-current product offerings and pricing structures.
- d. **Termination.** The Term may be terminated by either Party (a) upon thirty (30) days prior written notice in the event of a material breach of this Agreement by the other Party which is not cured within such period; (b) immediately upon written notice if either party materially breaches a provision of this Agreement that cannot be cured; or (c) immediately upon written notice if the other Party seeks protection under any

bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable insolvency proceeding, or if any such insolvency proceeding is instituted against the other (and not dismissed within 120 days). SafeLiShare may terminate this EULA immediately on notice if we suspect or believe that the SafeLiShare Platform is being used or proposed to be used for illegitimate or fraudulent purposes or in violation of the restrictions placed under Section 3(b).

- e. **Suspension:** Without limiting any other right or remedy available to SafeLiShare, SafeLiShare may restrict or suspend Customer's access to and use of the SafeLiShare Platform and/or associated services if it considers that Customer or any of its personnel or Affiliates has:
 - 1. undermined, or attempted to undermine, the security or integrity of the SafeLiShare Platform and/or related services;
 - 2. used, or attempted to use, the SafeLiShare Platform: for improper purposes; or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SafeLiShare Platform; or transmitted, inputted or stored any content that breaches or may breach this EULA or any third party right (including Intellectual Property Rights and rights of privacy or publicity), or that is or may be objectionable, incorrect or misleading.
- f. **Effect of Termination.** Upon termination of this Agreement, (a) the rights granted to Customer under the Agreement will immediately terminate, (b) all fees owed by Customer to SafeLiShare (if any) are immediately due upon receipt of a final invoice, and (c) Customer will immediately cease use of the SafeLiShare Platform. (d) and, Customer must promptly remove and permanently delete all SafeLiShare Platform data, materials, and proprietary information from their systems, devices, and any other storage platforms to ensure no unauthorized use or disclosure occurs post-termination.
- g. **Survival.** Upon termination of this Agreement, parties' obligations under Sections 4 (Proprietary Rights); 7 (Confidentiality); 8 (Security and

Privacy); 9 (Disclaimer); 10 (Limitation of Liability); 11 (Indemnification); and 12 (General Provisions), will survive.

8. Confidentiality

- a. **Definition:** Each Party agrees that the business, technical, financial and other information, including without limitation, all software, source code, inventions, algorithms, techniques, methodologies, schematics, know-how, analyses, trade secrets, technical data, strategic planning, marketing data, databases, drawings, models, performance information and ideas and the terms and conditions of this Agreement, that is either designated in writing as confidential, or by the nature of the circumstances a reasonable person would treat as confidential, shall be the confidential property of the disclosing Party (“Confidential Information”). Confidential Information does not include information that (a) is previously rightfully known to the receiving Party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving Party, (c) is disclosed to the receiving Party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving Party without use or reference to the Confidential Information of the disclosing Party.
- b. **Confidentiality Obligations.** Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind, but in no event using less than a reasonable standard of care. A Party shall not: (i) disclose or use any Confidential Information of the other Party for any purpose outside the scope of this Agreement, except with the disclosing Party’s prior written permission; and (ii) disclose or make the other Party’s Confidential Information available to any party, except those of its Affiliates, employees, contractors, and agents that have signed or accepted an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a “need to know” in order to carry out the purpose of this Agreement. If a Party is compelled by law to disclose

Confidential Information of the other Party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it.

9. Security and Privacy.

- a. **Security.** SafeLiShare will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Usage Data and personal data uploaded by or on behalf of Customer to the SafeLiShare Platform; (ii) protect against threats or hazards to the security or integrity of Usage Data and personal data; and (iii) prevent unauthorized access to Usage Data and personal data. SafeLiShare's security safeguards include measures for preventing access, use, modification or disclosure of Usage Data and personal data by SafeLiShare personnel except to protect the SafeLiShare Platform and prevent or address service or technical problems, as required by applicable law, or as Customer expressly permits in writing or under this Agreement.
- b. **Privacy.** Many states and countries limit or otherwise regulate the use, collection, and storage of information that can be used to identify individuals. Customer is responsible for understanding and complying with the relevant authorities in its jurisdiction and the jurisdictions where it stores or processes data. Customer must check those laws before using the SafeLiShare Platform. Customer may also be required to enable or disable data collection/storage features of the SafeLiShare Platform as a result of those laws. Customer is wholly responsible for ensuring full compliance with the laws and regulations of the jurisdiction wherein the SafeLiShare Platform is to be used and the jurisdictions

where it stores or processes data related to its use of the SafeLiShare Platform. SAFELISHARE FULLY DISCLAIMS ANY LIABILITY FOR ANY LOSS, DAMAGES OR OTHER LIABILITY THAT MAY ARISE FROM CUSTOMER'S NON-COMPLIANT USE OF THE SYSTEM OR OF THE DATA RETRIEVED THROUGH ITS USE.

10. Export.

Partner acknowledges Company's products, Documentation and all other technical information delivered hereunder (collectively, **"Technical Data"**) include technology and software and are subject to the export control laws and regulations of the United States (**"U.S."**). Partner agrees to comply fully with all U.S. export laws and regulations to ensure that neither the Product or any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations, including export limitations to countries subject to embargo/comprehensive trade sanctions or identified in Country Group E:1 or E:2 at Supp. No. 1 to 15 CFR part 740.

11. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ASSUMES ALL RISKS ARISING OUT OF USE OF THE SAFELISHARE PLATFORM, EXCEPT TO THE EXTENT THAT SAFELISHARE IS FOUND TO BE GROSSLY NEGLIGENT OR IN MATERIAL BREACH OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SAFELISHARE PLATFORM AND SUPPORT SERVICES (IF ANY) ARE PROVIDED AS-IS, AS AVAILABLE, AND WITH ALL FAULTS AND WITHOUT ANY ASSURANCE, OR WARRANTY, CONDITION OR DUTY OF OR REGARDING FUNCTIONALITY, PERFORMANCE, PRIVACY, SECURITY, ACCURACY, EFFECTIVENESS, AVAILABILITY, REPAIRS, OR LACK OF NEGLIGENCE, INTERRUPTION, VIRUSES OR OTHER HARMFUL CODE, COMPONENTS, OR TRANSMISSIONS. SAFELISHARE, OUR AFFILIATES, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY AND HEREBY DISCLAIM ANY IMPLIED, STATUTORY OR OTHER WARRANTY, INCLUDING ANY WARRANTY OF TITLE, QUIET ENJOYMENT,

NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK (IN CONNECTION WITH THE SAFELISHARE PLATFORM) AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. IN ADDITION, SAFELISHARE DOES NOT WARRANT OR GUARANTEE THAT THE SAFELISHARE PLATFORM WILL DETECT ALL POSSIBLE ATTACKS AND/OR THREATS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAFELISHARE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS AS SPECIFIED HERE AND TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

12. Limitation of Liability.

IN NO EVENT WILL SAFELISHARE, OUR AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR, AND CUSTOMER CANNOT RECOVER, ANY COSTS, DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES OR DAMAGES RESULTING FROM LOST OR CORRUPTED DATA OR BUSINESS INTERRUPTION OR ANY LOSS OR DAMAGES RESULTING FROM SYSTEM FAILURE, MALFUNCTION, SHUTDOWN, FAILURE TO ACCURATELY TRANSFER OR READ INFORMATION, FAILURE TO PROVIDE CORRECT INFORMATION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) RESULTING FROM OR RELATED TO THE USE OR INABILITY TO USE THE SAFELISHARE PLATFORM, HOWEVER CAUSED, OR THE CONTENT OF THE SAFELISHARE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SAFELISHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAFELISHARE WILL BE LIABLE TO CUSTOMER ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CUSTOMER, NOT TO EXCEED THE FEES PAID TO SAFELISHARE OR ITS AUTHORIZED PARTNER BY CUSTOMER OVER THE PRECEDING TWELVE (12) MONTHS. THIS IS THE CUSTOMER'S EXCLUSIVE REMEDY. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL

PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY AS SPECIFIED HERE AND TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

13. Indemnification.

- a. **SafeLiShare Indemnification.** Subject to Section 11(c) below, SafeLiShare will defend Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by an unaffiliated third party arising from or alleging that the use of the SafeLiShare Platform as permitted hereunder infringes or misappropriates a valid US or European Union patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by SafeLiShare) in connection with any such Claim. The terms “misappropriate” and “trade secret” are used as defined in the Uniform Trade Secrets Act, except in case of claims arising under any claim governed by the laws of any jurisdiction outside the United States, in which case “misappropriation” will mean intentionally unlawful use and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement.
- b. **Customer Indemnification.** Customer will defend SafeLiShare against any Claim made or brought against SafeLiShare by an unaffiliated third party arising from or alleging (i) a breach by Customer or any Customer personnel, contractor, agents, Affiliates or subcontractors of the Agreement or the applicable law; and (ii) the use or misuse of the SafeLiShare Platform (whether by Customer or any SafeLiShare Platform user authorized by the Customer or acting under the Customer’s instructions).
- c. **Restrictions.** SafeLiShare will have no liability for any claim of infringement based on: (i) use of the SafeLiShare Platform in combination with equipment, services or software not supplied by SafeLiShare where the SafeLiShare Platform would not itself be infringing; (ii) modifications of the SafeLiShare Platform without

SafeLiShare's written consent; (iii) Customer's failure to timely implement any maintenance release, modification, update or replacement provided by SafeLiShare; (iv) negligence, abuse, misapplication or misuse of the SafeLiShare Platform by or on behalf of Customer; and (v) use of the SafeLiShare Platform by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by this Agreement or in any manner contrary to Customer's instructions.

- d. **Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to Section 11(a) or Section 11(b). The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11(d) will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14. General Provisions

- a. **Relationship of Parties.** The Parties are independent contractors in the performance of their obligations under this Agreement, and nothing contained herein shall be deemed to constitute either Party as the agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.
- b. **Force Majeure.** If either Party is unable to perform any of its obligations under the Agreement or such performance is delayed, other than payment obligations, due to any cause or event beyond the reasonable control of such Party (a "**Force Majeure Event**"), then such Party shall be excused for such delay or non-performance, as applicable, of those obligations for as long as such Force Majeure Event continues.

- c. **Notice.** All notices must be in writing and must be made by email.
Notices are taken to be read on the day they are received, unless they are received after 6 PM or not on a business day in California, in which case they are deemed to be received on the next business day in California.
- d. **Headings.** Headings and captions used in this Agreement are for convenience only and are not to be used in the interpretation of this Agreement.
- e. **Assignment.** Customer may not assign the Agreement in whole or in part, without SafeLiShare's prior written consent. SafeLiShare may assign the Agreement or any of our SafeLiShare's rights and obligations under it at any time. Any attempted assignment or transfer in violation of this Section 12(f) will be void and without effect. Subject to the foregoing, the Agreement will be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
- f. **Waiver.** Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- g. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable.
- h. **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal or courts in Santa Clara

County, California, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

- i. **Anti-Corruption.** Customer acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act. Without limiting the foregoing, Customer and its employees and agents shall not directly or indirectly make any offer, payment, or promise to pay; authorize payment; or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision of an official of any government within the Territory or the United States Government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist Customer in obtaining, retaining or directing any such business.
- j. **Entire Agreement.** This Agreement, together with the Commercial Terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The fees paid in terms of the Commercial Terms (whether to SafeLiShare or its authorized Partner) will form a valid consideration for the rights and obligations set out hereunder.