

# Cloud Service Standard Terms

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*Last Updated:* August 20, 2025

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## 1 Definitions

- 1.1 “Agreement” means, collectively, the Order, these Standard Terms, and all Exhibits and attachments referenced and incorporated into these Standard Terms.
- 1.2 “Aggregated Statistics” means data and information related to Customer’s use of the Service that is used by Milvian Group in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.
- 1.3 “Authorized User” means an employee, contractor, or agent (a) who is authorized by Customer to access and use the Service under the rights granted to Customer pursuant to the Agreement and (b) for whom access to the Service has been purchased hereunder.
- 1.4 “Customer Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Service. Customer Data does not include Aggregated Statistics.
- 1.5 “Data Protection Laws and Regulations” means all laws and regulations applicable to the processing of Personal Data under the Agreement, including without limitation those of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States and its states.
- 1.6 “Documentation” means Milvian Group’s user manuals, handbooks, specifications, and guides relating to the Service provided or made available by Milvian Group to Customer.
- 1.7 “Milvian Group IP” means the Service, all software underlying the Service, the Documentation and all other materials made available by Milvian Group to Customer, and all trademarks and service marks of Milvian Group. Milvian Group IP includes Aggregated Statistics but does not include Customer Data.
- 1.8 “Order” means a Cloud Service Order to which these Cloud Service Standard Terms are attached, or a similar online/electronic ordering document that references and incorporates these Cloud Service Standard Terms.
- 1.9 “Personal Data” means any information relating to (a) an identified or identifiable natural person and, (b) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each of (a) or (b), such data is Customer Data.

- 1.10 “Service” means the Milvian Group cloud service offering described in the applicable Order.
- 1.11 “Initial Subscription Term” means the initial period identified in the Order during which Customer is authorized to access and use the Service on a non-trial basis.
- 1.12 “Standard Terms” means these Cloud Service Standard Terms.
- 1.13 “Third-Party Product” means any third-party product made available to Customer in connection with the Service.

## **1 Access and Use**

- 1.14 Provision of Access. Milvian Group grants Customer a non-exclusive, non-transferable (except in compliance with Section 12.7) right to access and use the Service during the Subscription Term, solely for use by Authorized Users in accordance with the terms and conditions of the Agreement.
- 1.15 Documentation License. Milvian Group grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12.7) license to use the Documentation during the Subscription Term solely for Customer’s internal business purposes in connection with its use of the Service.
- 1.16 Use Restrictions. Except as expressly permitted by the Agreement, Customer will not, and Customer will not allow Authorized Users to): (a) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Service (except to the extent applicable laws prohibit this restriction); (b) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Service; (c) copy, modify, or create derivative works of the Service; (d) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Product; (e) access accounts, information, data, or portions of the Service to which Customer does not have explicit authorization; (f) use the Service to develop a competing service or product; (g) use the Service in connection with any activity prohibited by applicable laws; or (h) upload, submit, or otherwise make available to the Service any Customer Data to which Customer or Authorized Users do not have the necessary rights.
- 1.17 Reservation of Rights. Milvian Group reserves all rights not expressly granted to Customer in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Milvian Group IP.
- 1.18 Suspension. Notwithstanding anything to the contrary in the Agreement, Milvian Group may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Service if: (a) Milvian Group reasonably

determines that (i) there is a threat or attack on the Service, (ii) Customer's or any Authorized User's use of the Service poses a security risk to the Service, Milvian Group, or to any person or entity, or (iii) Customer or an Authorized User is using the Service for illegal activities; or (b) in accordance with Section 4.1(c) (any such suspension described in subclause (a) or (b), a "Service Suspension"). Where practical, Milvian Group will use commercially reasonable efforts to provide notice of any Service Suspension to Customer prior to suspension. Milvian Group will resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension ceases or is cured. Milvian Group will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

## **2 Customer Responsibilities**

- 2.1 General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by the Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer will use reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to Authorized User's use of the Service.
- 2.2 Third-Party Products. Milvian Group may from time to time make Third-Party Products available to Customer in connection with the Service. For purposes of the Agreement, such Third-Party Products are subject to their own terms and conditions and not governed by this Agreement. If Customer does not agree to abide by the applicable terms for any such Third-Party Product, then Customer should not access or the Third-Party Product.
- 2.3 Equipment. Customer will be solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer will be solely responsible for maintaining the security of all such Equipment.

## **3 Fees and Payment**

- 3.1 Fees. Customer will pay Milvian Group the fees ("Fees") identified in the Order without offset or deduction. Unless otherwise set forth in the Order, Customer will make all payments in U.S. dollars. Except for any pro-rata refund of Fees

expressly required under the Agreement, all Fees are non-cancelable and non-refundable.

- 3.2 **Payment.** The Customer will pay all Fees and other amounts payable under the Agreement by the method indicated in, and in accordance with the payment terms indicated in, the Order. If the Order indicates automatic payment, Customer authorizes Milvian Group or its third-party payment processor or merchant of record to charge Customer's payment method automatically, in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.
- 3.3 **Late Payment.** If Customer fails to make any payment when due, then without limiting Milvian Group's other rights and remedies: (a) Milvian Group may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Customer will reimburse Milvian Group for all reasonable costs incurred by Milvian Group in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 5 or more days following Customer's receipt of notice of non-payment, Milvian Group may suspend Customer's and its Authorized Users' access to any portion or all of the Service until such amounts are paid in full.
- 3.4 **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Milvian Group's income.
  
- 3.5 **Payment Disputes.** Milvian Group will not exercise its right to suspend provision of the Service as described in Section 4.3 if Customer has provided Milvian Group written notice of its good faith dispute of any amount owing under the Agreement and is reasonably cooperating with Milvian Group to resolve the dispute.

#### **4 Confidentiality and Protection of Customer Data**

- 4.1 **Confidential Information.** From time to time during the Term, either party ("Discloser") may disclose or make available to the other party ("Recipient") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information").

- 4.2 Non-Use and non-disclosure. Except as otherwise authorized in the Agreement, Recipient will not
- a) use Discloser's Confidential Information; nor
  - b) disclose Discloser's Confidential Information to any third party. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.
- 4.3 Exclusions. Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.
- 4.4 Required Disclosures. Recipient may disclose Discloser's Confidential Information to the extent required by applicable laws if, unless prohibited by applicable laws, Recipient provides Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to obtain confidential treatment for the Confidential Information.
- 4.5 Permitted Disclosures. Recipient may disclose Discloser's Confidential Information to Authorized Users, employees, advisors, contractors, and representatives who have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 5. The recipient remains responsible for each such person's or entity's compliance with the terms of this Section 5.
- 4.6 Data Security. Milvian Group will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data.
- 4.7 Personal Data. If Customer Data constituting Personal Data will be processed by Milvian Group pursuant to the Agreement, the parties must enter into a separate data processing addendum ("DPA") prior to Customer submitting any such Personal Data to the Service.
- 4.8 Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Milvian Group may collect and compile Aggregated Statistics concerning Customer's use of the Service. As between Milvian Group and Customer, all rights, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Milvian Group. Customer agrees that Milvian Group may: (a) disclose Aggregated Statistics and make Aggregated Statistics publicly available, provided, that such Aggregated Statistics will not identify Customer or any person (including without limitation any Authorized User) and will not include any Customer

Confidential Information; and (b) use Aggregated Statistics internally to the extent and in the manner permitted under applicable law.

## **5 Intellectual Property Ownership; Feedback**

- 5.1 Milvian Group IP. Customer acknowledges that, as between Customer and Milvian Group, Milvian Group owns and will retain all right, title, and interest, including without limitation all intellectual property rights, in and to all Milvian Group IP.
- 5.2 Customer Data. Milvian Group acknowledges that, as between Milvian Group and Customer, Customer owns and will retain all rights, title, and interest, including without limitation all intellectual property rights, in and to the Customer Data. Customer grants to Milvian Group a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as necessary for Milvian Group to provide the Service to Customer and as permitted by the Agreement.
- 5.3 Feedback. If Customer or any of its Authorized Users transmits any communications or materials to Milvian Group suggesting or recommending changes to the Milvian Group IP, including without limitation new features or functionality relating thereto, or any comments, suggestions, or the like (collectively, "Feedback"), Milvian Group is free to use such Feedback without any attribution or compensation to any party, for any lawful purpose whatsoever.

## **6 Warranties and Warranty Disclaimer**

- 6.1 Mutual Warranties. Each party represents and warrants to the other that: (a) it has the legal power and requisite authority to enter into the Agreement; (b) it is duly organized, validly existing, and in good standing under the applicable laws of the jurisdiction of its origin; (c) it will comply with all applicable laws in performing its obligations or exercising its rights under the Agreement.
- 6.2 Customer Warranties. Customer represents and warrants that it, all Authorized Users, and anyone submitting Customer Data to the Service each have and will continue to have during the applicable Subscription Term all rights necessary to submit or make available Customer Data to the Service and to allow the use of Customer Data by Milvian Group as described in the Agreement.
- 6.3 Milvian Group Warranties. Milvian Group warrants that it will not materially reduce the features and functionality of the Service during the Subscription Term.
- 6.4 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MILVIAN GROUP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF

DEALING, USAGE, OR TRADE PRACTICE. MILVIAN GROUP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, OR BE SECURE, FREE OF HARMFUL CODE, ACCURATE, COMPLETE, OR ERROR FREE. MILVIAN GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

## **7 Indemnification**

- 7.1 By Milvian Group. Milvian Group will defend Customer and its officers, directors, employees, and agents (“Customer Indemnitees”) from and against all actions, proceedings, or claims brought or made by a third party (each a “Claim”) based upon or alleging that the Service infringes or misappropriates the intellectual property rights of such third party, and will indemnify and hold harmless Customer Indemnitees from and against all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys’ fees and other legal expenses that arise from such Claims.
  
- 7.2 By Customer. Customer will defend Milvian Group and its officers, directors, employees, and agents (“Milvian Group Indemnitees”) from and against all Claims based upon or alleging that any Customer Data infringes or misappropriates the intellectual property rights of such third party, and will indemnify and hold harmless Milvian Group Indemnitees from and against all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys’ fees and other legal expenses that arise from such Claims.
  
- 7.3 Procedure. The indemnifying party’s obligations in this section are contingent upon the applicable indemnitee: (a) promptly notifying the indemnifying party of each Claim for which it seeks protection; (b) providing reasonable assistance to the indemnifying party at the indemnifying party’s expense; and (c) giving the indemnifying party sole control over the defense and settlement of each Claim. An indemnitee may participate in the defense of any Claim for which it seeks protection with its own attorneys only at its own expense. The indemnifying party may not agree to any settlement of a Claim that contains an admission of fault or otherwise materially and adversely impacts an indemnitee without the prior written consent of the indemnitee.
  
- 7.4 Changes to Service. If required by settlement or court order, or if deemed reasonably necessary in response to a Claim against a Customer Indemnitee, Milvian Group may at no cost to Customer: (a) obtain the right for Customer to continue using the Service; (b) replace or modify the affected component of the Service without materially reducing the general functionality of the Service; or (c) if neither (a) nor (b) are reasonable, terminate the affected Order and issue

a pro-rata refund of prepaid Fees applicable to the remainder of the Subscription Term following termination.

#### 7.5 Exclusions.

- 7.5.1 Milvian Group's obligations as an indemnifying party under this Section 8 will not apply to Claims that result from: (a) modifications to the Service that were not authorized by Milvian Group or that were made in compliance with Customer's instructions; (b) unauthorized use of the Service, including use in violation of the Agreement; or (c) use of the Service in combination with items not provided by Milvian Group.
- 7.5.2 Customer's obligations as an indemnifying party will not apply to Claims that result from Milvian Group's unauthorized use of Customer Data, including without limitation use in violation of the Agreement.
- 7.5.3 Exclusive Remedy. This Section 8, together with any termination rights set forth in the Agreement, describes each indemnitee's exclusive remedy and each indemnifying party's entire liability for a Claim described in this Section 7

## 8 Limitations of Liability

- 8.1 Damages Waiver. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUES (WHETHER DIRECT OR INDIRECT), OR FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES RELATING TO THIS AGREEMENT, EVEN IF THE PARTY IS INFORMED OF THE POSSIBILITY OF THIS TYPE OF DAMAGE IN ADVANCE.
- 8.2 Liability Cap. EXCEPT AS PROVIDED IN SECTION 9.4, EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO MILVIAN GROUP FOR THE SERVICE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 8.3 Applicability. THE WAIVERS AND LIMITATIONS CONTAINED IN SECTIONS 8.1 AND 8.2 APPLY TO ALL LIABILITY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF STATUTORY DUTY, OR OTHERWISE.
- 8.4 Exceptions.
  - 8.4.1 THE LIABILITY CAP IN SECTION 8.2 DOES NOT APPLY TO LIABILITY ARISING FROM
    - a) A PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY AND PROTECTION OF CUSTOMER DATA),
    - b) A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), OR
    - c) A PARTY'S BREACH OF APPLICABLE LAW (COLLECTIVELY, "INCREASED CLAIMS"). EACH PARTY'S TOTAL CUMULATIVE

LIABILITY FOR ALL INCREASED CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THREE TIMES (3X) THE FEES PAID BY CUSTOMER TO MILVIAN GROUP FOR THE SERVICE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8.4.2 NOTHING IN THIS AGREEMENT WILL LIMIT, EXCLUDE, OR RESTRICT A PARTY'S LIABILITY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS.

## **9 Term and Termination**

- 9.1 Term of Agreement. This Agreement becomes effective on the Effective Date and will continue until all Orders executed under the Agreement have terminated or expired.
- 9.2 Term of Orders. Each Order becomes effective on the Trial Term Start Date or, if no Trial Term is indicated in the Order, then on the Initial Subscription Term Start Date, and will continue until terminated or expired.
- 9.3 Continuation after the Term; Automatic Renewal. At the end of the Term, the Order will automatically continue in effect for the Initial Subscription Term unless either party gives notice of termination to the other party prior to the end of the term. At the end of the Initial Subscription Term and any Renewal Term, the Order will automatically renew for successive periods (each a "Renewal Term") unless a party gives notice of non-renewal to the other party at least 3 days prior to the end of the then-current Term. The Initial Subscription Term and all Renewal Terms, if any, constitute the "Subscription Term"
- 9.4 Termination during Subscription Term. Either party may terminate an Order or the Agreement at any time during the Subscription Term of the Order effective upon notice to the other party:
- a) if the other party breaches any material provision of the Agreement or the Order and fails to cure the breach within 30 days following its receipt of notice of breach;
  - b) if the other party breaches any material provision of the Agreement or the Order that is incapable of cure; or
  - c) if the other party dissolves or stops conducting business without a successor,
  - d) if the other party makes an assignment for the benefit of creditors, or
  - e) if the other party becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

- 9.5 Effect of Termination. Termination of the Agreement will automatically terminate all Orders governed by the Agreement. Termination of one Order will not terminate any other Order. Upon expiration or termination of an Order, Customer's right to access and use the applicable Service and Documentation will terminate at the end of the current Subscription Term.
- 9.6 Survival. All sections of the Agreement which by their nature should survive expiration or termination will survive expiration or termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **10 General Terms**

- 10.1 Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.
- 10.2 Notices. Any notice, request, or approval about the Agreement must be in writing and sent to the Notice Address. Notices will be deemed given
- a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or
  - b) two days after mailing if by overnight commercial delivery.
- 10.3 Force Majeure. In no event will either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control. Either party may terminate the Agreement and any Order by notice to the other party if any such event causes a failure or delay in performance by the other party that continues for 30 days or more.
- 10.4 Amendment and Modification; Waiver. Any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. If any term of the Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of the Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in the Agreement will not constitute a waiver by that party of the term, option, or right.
- 10.5 Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Washington 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 other jurisdiction. Any suit, action, or proceeding arising out of or related to the Agreement will be

instituted exclusively]in the federal courts of the United States or the courts of the State of Washington, in each case located in King County, Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- 10.7 Assignment. Neither party may assign any rights or obligations under the Agreement without the prior written consent of the other party. However, either party may assign the Agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which the Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 10.8 Export Regulation. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Service or any Customer Data outside the United States.
- 10.9 U.S. Government Rights. Each of the Documentation and the software components that constitute the Service is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the U.S. Government or any contractor therefor, Customer only receives those rights with respect to the Service and Documentation as are granted to all other end users, in accordance with
  - a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or
  - b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.
- 10.10 Equitable Relief. a breach of Section 4 (Confidentiality and Protection of Customer Data) or the violation of a party’s intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 5 (Confidentiality and Protection of Customer Data) or violation of a party’s intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.
- 10.11 Anti-Bribery. Neither party will take any action that would be a violation of any applicable laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Milvian Group or Customer in retaining or obtaining business.

10.12 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings or agreements, written and oral, with respect to such subject matter. Milvian Group expressly rejects any terms included in a Customer purchase order or similar document, which may only be used for accounting or administrative purposes. In the event of any inconsistency between the statements made in the body of the Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs:

- a) the Agreement, excluding its Exhibits
- b) the Exhibits to the Agreement as of the Effective Date
- c) any other documents incorporated herein by reference.

10.13 Counterparts. This Agreement may be executed in counterparts, including by electronic copies or acceptance mechanism, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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## **CONTACT US**

If you have any questions regarding this document, please contact us using the information below.

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