

WIREMOCK TERMS OF SERVICE

The following are the terms and conditions for the use of WireMock's offerings - mocklab.io and WireMock Cloud (collectively, "**Service**") provided by WireMock, Inc. ("**WireMock**"). Please read these Terms of Service carefully (the "**Terms**"). By using the Service, Customer (as defined below) agrees to be bound by these Terms. If Customer does not agree to be bound by these Terms, it should not use the Service.

1. Registration, User Account, Password and Security

1.1. The individual (the "**User**") opening an account on WireMock (the "**Account**") does this on behalf of his/her organization (the "**Customer**"). In order to use the Service, the User must provide truthful, accurate, and current information about himself/herself as requested under the registration form ("**Registration Data**"). The User must maintain and update the Registration Data so that it remains at all times accurate, current and complete. As part of the Account set-up and registration process, the User (on behalf of the Customer) may be asked to choose a username and a password. The User and the Customer will be responsible for maintaining the confidentiality of the User's credentials, and agree not to transfer the use of, or access to, the Service to any third party. For avoidance of doubt, each User's account is personal and may only be accessed and used by the specific User for whom such account is created. The Customer is fully and solely responsible for any and all activities that occur through the Account. WireMock cannot and will not be liable for any loss and/or damage resulting from the Customer's failure to comply with this security obligation. WireMock may suspend or terminate any User and/or Customer's access to the Service in the event that it determines that such User and/or Customer has violated these Terms. Customer may permit its employees to use the Service on behalf of Customer subject to these Terms (the term User as used herein shall apply, to all such Users acting on behalf of the Customer), provided that: (a) Customer remains responsible for compliance with these Terms by all such Users, and (b) use of the Service by any such User is for the sole benefit of Customer. Customer will ensure that all such Users keep security credentials strictly confidential.

1.2. The User accepting these Terms on behalf of the Customer hereby represents and warrants that he/she has the authority to bind the Customer. IF THE USER DOES NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER, THE USER WILL INDEMNIFY, DEFEND AND HOLD WIREMOCK AND ITS RELATED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES THAT ARE BASED ON OR ARISE DIRECTLY OR INDIRECTLY OUT OF OR FROM THE USE OF THE SERVICE BY THE USER ON BEHALF OF THE CUSTOMER.

2. Right to Use and Usage of the Service

1.1. Non-Exclusive Right.

1.1.1. Subject to and conditioned upon Customer's acceptance of these Terms and Customer's ongoing compliance with these Terms, WireMock grants the Customer a non-exclusive, non-transferable, non-sublicensable, limited right to remotely access (i.e., on a SaaS basis) and use the Service in a manner set forth under the applicable purchase order executed by the parties or the pricing/self-order pages (in WireMock's website) agreed by the Customer ("**Order**"), solely for the Customer's own internal business use, and in strict compliance with these Terms. The aforesaid right shall be effective during the Initial Subscription Period set under the applicable Order (the "**Initial Subscription Period**") and any Renewal Period (as defined below) (collectively, the "**Subscription Period**"), provided however that upon consumption of all applicable API Calls (i.e. the number of times the Customer may call the mock API) (the "**API Calls**") during the period for such consumption set under the Order (the "**Consumption Period**") the Customer shall not be entitled to make any additional API Calls until the commencement of the consecutive Consumption Period. API Calls which were not used during an applicable Consumption Period shall terminate and shall not roll-over to the next Consumption Period. The right granted herein shall also include the right to use the Service's documentation, and such documentation shall be included

in the definition of “Service” for the purpose of these Terms.

1.1.2. WireMock may (at its discretion) suspend or terminate any Customer's access to the Service in the event that it determines that (i) such Customer has accessed the Service by number of users which is greater than the number of users authorized under the applicable Order; or (ii) upon the lapse of the Subscription Period or Customer's consumption of all API Calls during a certain Consumption Period, according to the earlier.

1.2. Deploying on Test Environment. Customer acknowledge that the Services are not intended for the processing of ‘live’ or production data or for transmission and/or use of any Personal Data and refrain from transmission and/or use of any such data in connection with the Service. Customer understands and represents that it shall be solely responsible for any Damages occurring as a result of deploying the Service, including in a ‘live’ production environment and/or for the transmission and/or use of any Personal Data in connection with the Service.

1.3. Customer’s Right to Use Results. Any and all results obtained by the Customer or Users through use of the Service, including automatic test suites, are the property of Customer (including all intellectual property attached thereto) (“**Customer's IP**”) provided, however, that (i) WireMock shall have a worldwide, royalty free, perpetual license to use such results for any purpose whatsoever; and (ii) WireMock Usage Data shall remain the property of WireMock and nothing in these Terms shall restrict WireMock from such use of Usage Data. “**Usage Data**”: shall mean aggregated and anonymized research data of WireMock analytics which is collected automatically by means of the Services, including without limitation data on, how Users and/or Customers use the Services, as well as any data with respect to the performance of the Services.

1.4. Restrictions. The Customer will not, nor will Customer allow any User or third party to: (a) copy, modify, duplicate, adapt, translate or otherwise create derivative works of the Service; (b) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; (c) rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; (d) remove any proprietary notices or labels from the Service; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (f) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product; (g) test the Service or use the Service in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without WireMock’s prior written approval; (h) directly or indirectly take any action to contest WireMock’s intellectual property rights or infringe them in any way; (i) make the Service available for timesharing, application service provider or service bureau use or use the Service to provide service to any third party; (j) remove, obscure, or alter any notice of copyright, WireMock’s Marks (as such term is defined below), or other proprietary right appearing in or on any item included with the Service; or use the Service in a manner beyond the scope of rights expressly granted in these Terms (k) use the Services to breach or otherwise circumvent any security or authentication measures, or interfere with or disrupt any user, host or network associated with the Service; (l) introduce or permit the introduction of, any virus or vulnerability into WireMock's network and information systems.

1.5. Data transmit Restrictions. The Customer will not, nor will Customer allow any User or third party to access, store, distribute or transmit any data during the course of the use of the Service that: (a) contains any information relating to an identified or identifiable natural person (the “**Personal Data**”); (b) impairs or attempts to impair security, integrity or availability of the Services, including their use by any other customer of WireMock; (c) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (d) facilitates illegal activity (e) depicts sexually explicit images; (f) promotes unlawful violence; (g) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; (h) is otherwise illegal or causes damage or injury to any person or property; (i) infringes any person’s intellectual property rights; (j) contains branding of any commercial

organization other than Customer's; (k) Impersonates any business or entity; (l) incorporates materials from a third-party web site (other than with the authority of the owner of the rights to those materials (m) contains Viruses or malware.

3. Subscriptions and Upgrades

3.1. Customer acknowledges that the Services are subject to usage and feature limits for each of the different Subscription plans offered by WireMock (i.e., free, trial and paid) and must ensure that its usage of the Service shall comply with such subscription limitations as set forth under the Order and as initially specified on the mocklab.io or the wiremock.io website (the “**Subscription Terms**”);

3.2. Customer may at any time upgrade its Subscription by approaching WireMock which shall issue to the Customer applicable Order which shall govern the terms of such upgrade.

3.3. Customer hereby acknowledges that use of free (including trial and beta) versions may be limited, including without limitation in number of API Calls, all as set forth under the applicable Order.

3.4. WireMock reserve the right to modify, limit the functionalities and/or discontinue the provision of such versions at any given time, without any notice to that effect. As Customer do not make any payments for using the unpaid versions, WireMock shall not have any liability for the use of the Service or provide any warranty regarding the Service. Customer sole remedy for any claim related to such use, will be to cease use of the Service.

4. Representations

4.1. Mutual Representations:

4.1.1. Each party is duly organized and has the full power, legal capacity, and authority to enter into, deliver and fully perform its respective obligations set forth in these Terms; and

4.1.2. The execution or performance of these Terms will not result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound.

4.2. Customer’s Representations:

4.2.1. The Customer represents and warrants that: It will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any party, and the Customer will comply with all applicable laws and regulations (including, but not limited to, all applicable copyright and privacy laws) in connection with its use of and access to the Service. Without derogating from the generality of the above, the Customer represents and warrant that it is not located in Iran, Lebanon, Sudan, Syria, North Korea, Cuba, Libya or Iraq. Upon request, Customer will promptly provide WireMock with information and/or supporting documents which are necessary to WireMock in order to determine whether the Customer’s use of the Service is made in accordance with applicable laws.

4.2.2. The Customer is the owner of, or has the required rights in all of the environments, servers, systems, and cloud accounts which the Customer uses in connection with its Account(s), and the Customer is solely responsible for any and all activities that relate to such environments, servers, systems, and cloud accounts.

5. Intellectual Property Rights; Customer’s Content

5.1. WireMock’s Intellectual Property Rights

In between the parties, the Service (and any and all improvements enhancements, corrections,

modifications, alterations, revisions, extensions and updates and derivative works thereof) and all of the intellectual property rights therein (including WireMock's Marks and documentation but other than Company IP (as defined above) are, and shall remain, WireMock exclusive property, including but not limited to, any modifications or custom features to the Service to be developed by WireMock for the Customer's benefit, whether requested or instructed by the Customer or not, even if the Customer has paid for such modifications, except if WireMock and the Customer have a separate written agreement that specifically states otherwise and references this Section. These Terms do not convey to Customer any interest in or to the Service other than a limited right to use the Service in accordance with the Terms contained herein. Nothing herein constitutes a waiver of WireMock's intellectual property rights under any law. WireMock reserves all rights not expressly granted herein to the Services. Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively "**Ideas**") that the Customer may provide to WireMock, will be solely owned by WireMock. All of WireMock's trademarks, including but not limited to any service marks, logos, domain names, copyrights and other proprietary rights associated with WireMock and the Service, whether registered or non-registered, shall be collectively be referred to as "**WireMock's Marks**". The Customer agrees not to directly or indirectly (and not to allow any third party to): (a) use WireMock's Marks for any purpose (other than as detailed hereunder) without WireMock's express written consent; and (b) register, attempt to register, or assist anyone else to register any WireMock's Marks or marks confusingly similar thereto.

5.2. Customer's Content

5.2.1. Customer authorizes WireMock to use its name, logo and other applicable trademarks, at any time, for the purpose of referencing the Customer as a customer of the Service or in other promotional marketing materials. If the Customer does not wish to be referenced, the Customer may contact WireMock at info@wiremock.io.

5.2.2. Customer shall bear the sole responsibility of complying with all applicable privacy and export control laws and regulations in respect to the content contained in the Customer's environments, servers, systems, and cloud account(s) ("**Customer Content**").

5.2.3. Customer hereby agrees that WireMock shall not be responsible for any costs and/or expenses with respect to the Customer's systems, servers and cloud accounts, and all such costs and/or expenses shall be borne solely by the Customer.

6. Confidentiality.

6.1. Each party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party, except to carry out its rights and obligations under these Terms, and that it will take all reasonable measures consistent with current industry standard to maintain the confidentiality of all other party's Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "**Confidential Information**" shall mean any non-public information of either party, including but not limited to, all computer software (in binary or source code form), programs, designs, concepts, scientific, algorithmic and structural information included in, or related to, the Service, information of a business and commercial nature (such as financial and marketing information disclosed in any form or medium whatsoever). Without derogating from the generality of the above pricing and any other specific terms of the Service rendered to a specific Customer shall be considered as WireMock's Confidential Information. Confidential Information includes, but is not limited to, all information designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. "Confidential

Information” will not include information that (a) is in or enters the public domain without breach of this Section; (b) is lawfully obtained by the receiving party from a third party without breach of a nondisclosure obligation; (c) is already in the possession of the receiving party as shown by its dated written records; (d) is required by law to be disclosed, provided that the receiving party gives prompt written notice of such requirement prior to disclosure, and reasonably assists the disclosing party in avoiding or limiting such disclosure, all subject to applicable law; or (e) is independently developed by the receiving party without use of the disclosing party’s confidential information.

7. Fees and Taxes

7.1.1. Access and use of the Service is conditioned on payment by the Customer to WireMock of the fees agreed upon between the Customer and WireMock, under the applicable Order (the “Fees”). Unless otherwise explicitly detailed in these Terms, all amounts owed to WireMock are non-cancellable and the Fees paid are non-refundable. It is hereby clarified that no credit, refund or any other compensation shall be rendered to the Customer for API Calls which were not used by the Customer during an applicable Consumption Period. Such API Calls shall be terminated and shall not roll-over to the next Consumption Period.

7.1.2. WireMock will invoice for the Service as set forth in the applicable Order, and each invoice will be paid, in accordance with the payment method set under the Order (i.e., bank wires or credit card), in US dollars, within thirty (30) days from the date of the invoice. Any undisputed Fees unpaid by the due date shall thereafter bear interest at the rate of one percent (1%) per month (or the maximum amount permitted by applicable law, whichever is less), during the period between the date the payment first becomes due and the date such amount is actually paid.

7.1.3. WireMock may use various third-party billing service providers. When using such third-party provider’s services, the Customer agrees to follow and comply with the policies of such provider.

7.1.4. WireMock reserves the right to change its fees at any time, and Customer shall be informed of such changes via email prior to such changes, provided however that such change shall apply solely with respect to any Renewal Period and/or any new Order or renewed Order.

7.1.5. Taxes. All Fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, excluding taxes based on WireMock’s net income, shall be borne and paid by the Customer. The Customer will pay all applicable taxes when invoiced by WireMock or will supply appropriate tax exemption certificates in a form satisfactory to WireMock. In cases wherein the Customer is legally required to withhold any income or remittance tax from amounts payable to WireMock, then (a) the Customer will promptly notify WireMock; (b) the amounts payable to WireMock will be automatically increased to the full extent required to offset such tax, so that the amount remitted to WireMock, net of all taxes, equals the amount stated in the invoice; and (c) the Customer will provide WireMock with the official receipt of payment of such taxes to the appropriate taxing authority.

8. Term and Termination; Renewal Period and Consequences of Termination

8.1. Term and Termination

8.1.1. Term of these Terms. These Terms will enter into effect once accepted by the Customer in the registration process and/or by its actual use of the Service, and shall remain in effect for an indefinite period of time so long as the Customer uses the Service, unless terminated by a mutual agreement of both parties.

8.1.2. Each Initial Subscription Period set under an Order (and each additional Renewal Period (as defined below), shall be automatically renewed for successive periods each of which will be equal to the period of the Initial Subscription Period (one month or one year, as applicable) (each a “**Renewal Period**”), unless Customer's notifies WireMock, in writing, at least 5 days before the end of the Initial Subscription Term or any Renewal Period (in which case the Subscription Period shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period). With respect to each Renewal Period the terms of the Initial Subscription Term will apply, including without limitation (i) the Customer will pay WireMock the Fees set under the Order with respect to the Initial Subscription Period (unless the fees were changed pursuant to section 7 above); and (ii) the Customer shall be entitled to API Calls and number of users, in same manner and with the same Consumption Periods, as set under the Order with respect to the Initial Subscription Period.

8.1.3. Either Party, may terminate these Terms at any time, following 90 days period as of the expiration of the last existing applicable Order (i.e., lapse of the applicable period under each applicable Order);

8.1.4. The Customer may cease using the Service at any time, provided however, that upon any such termination of the Service or any applicable Order, the Customer will not be entitled to any refund of Fees previously paid, and such termination of the Service will not release the Customer from its obligation to pay all Fees, and such Fees will be immediately due and payable in full.

8.1.5. WireMock may terminate these Terms any applicable Order, in any case of a material breach by the Customer (including non-payment of Fees) of these Terms and/or Order and/or any applicable law, which has not been cured by the Customer within fourteen (14) days following a written notice thereof from WireMock.

8.1.6. WireMock may terminate any free or trial Services with immediate effect, by providing a notice to the Customer.

8.2. Consequences of Termination

Upon any termination of these Terms and/or any applicable Order, the following shall apply:

8.2.1. All rights granted to the Customer under the applicable Order shall immediately be terminated.

8.2.2. If the Order terminated was the last Order existing between the Parties, then WireMock may suspend or delete the respective Account(s).

8.2.3. The expiration or termination of the license or these Terms shall not relieve the Customer of any obligation intended to survive under these Terms, including but not limited to, Sections 2.5, 5, 6, 7, 8, 9, 10, 11 and 12.

9. Indemnification

The Customer hereby agrees to indemnify, defend and hold WireMock and its directors, employees, service providers, agents, sub-contractors, representatives, and anyone on WireMock's behalf (the “**Related Parties**”) harmless from and against any and all claims, including related judgments, awards, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) and other expenses (collectively “**Damages**”) that are based on or arise directly or indirectly out of or from (a) Customer's breach of these Terms; (b) any of the Account(s) by Customer, User, or any third party on the Customer's behalf; (c) any breach of the Customer's representations and warranties set forth herein; (d) Customer's or User's negligence or willful misconduct; and (e) Customer Content.

10. Disclaimer of Warranties

- 10.1. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CUSTOMER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WIREMOCK AND ITS RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. WIREMOCK AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CUSTOMER WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS; (B) THAT THE CUSTOMER'S USE OF THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CUSTOMER WILL BE UNINTERRUPTED OR FREE FROM ERROR AND/OR OMISSION; OR (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED.
- 10.3. The foregoing exclusions and disclaimers are an essential part of these Terms and formed the basis for determining the price charged for the Service and any related services.
- 10.4. WireMock's Service and software contain third-party proprietary software programs, including, but not limited to, open-source components. Open-source components are provided AS IS, without any warranty, express or implied, and in accordance with their respective license terms. In any event of a conflict between any open-source license and the terms of this Agreement, then the open-source license terms shall prevail, but solely in connection with such open-source software. A list of such open-source components (may be updated from time to time by the WireMock) can be provided upon request from the WireMock.
- 10.5. WireMock may provide hyperlinks to other websites or resources. Because WireMock has no control over such sites and resources, the Customer acknowledges and agrees that WireMock shall not be responsible for the availability of such sites or resources, nor shall WireMock be responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. When the Customer accesses these third-party sites, Customer does so at the Customer's own risk, and Customer should refer to the terms on each such website and not rely on these Terms in any way.

11. Limitation of Liability

- 11.1. WIREMOCK, AND ITS RELATED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, LOST PROFITS OR OTHER INTANGIBLE LOSSES), UNDER ANY THEORY OF LAW INCLUDING UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE AND ANY RELATED SERVICES PROVIDED TO CUSTOMER (EVEN IF WIREMOCK OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE). Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to the Customer. In such jurisdictions, liability is limited to the fullest extent permitted by law.
- 11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WIREMOCK'S AND ITS

RELATED PARTIES' TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNTS ACTUALLY RECEIVED BY WIREMOCK FROM THE CUSTOMER FOR THE SERVICE PROVIDED TO THE CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE CIRCUMSTANCES FIRST GIVING RISE TO THE CLAIM OF LIABILITY (THE "**CAP AMOUNT**"); EXCEPT THAT IF SUCH SERVICES WERE PROVIDED TO THE CUSTOMER FREE OF CHARGE, THEN THE CAP AMOUNT SHALL BE LIMITED TO US\$1,000.

- 11.3. The Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action it may have arising out of or related to use of the Service or otherwise under these Terms must be filed within two (2) years after such claim or cause of action arose or the Customer hereby agrees to be forever barred from bringing such claims.
- 11.4. These Terms shall not confer any rights or remedies upon any person or entity on behalf of the Customer other than the Customer.
- 11.5. PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN WIREMOCK AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Miscellaneous

- 12.1. Either party's failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Terms will be effective unless it is in writing and signed by the party granting the waiver.
- 12.2. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.
- 12.3. WireMock may freely assign its rights and responsibilities hereunder without notice to the Customer. These Terms are not assignable, transferable or sublicensable by the Customer except with WireMock's prior written consent.
- 12.4. These Terms and the applicable Order constitute the entire understanding between the Customer and WireMock, and revoke and supersede all prior agreements between the parties, and are intended as a final expression of the parties' agreement. Any mutually agreed upon Order shall be deemed an integral part of these Terms, and these Terms shall apply thereto. In the event of a conflict between these Terms and the applicable Order, the terms of the applicable Order shall prevail solely if (a) the applicable Order expressly identifies and supersedes or modifies a specific provision in these Terms; and (b) the applicable Order is signed by an authorized signatory of both parties.
- 12.5. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision

hereof.

- 12.6. Unless otherwise agreed by the parties under an applicable Order, WireMock shall have the right at any time to modify these Terms. Any such modification will be effective immediately upon posting the amended Terms on WireMock's website or by sending an electronic mail to the Customer. The Customer's continued use of the Service after the effective date of any such modification will be deemed acceptance of such modified Terms. If a modification operates to Customer's material detriment, and Customer do not agree to such a change in the Terms and after notifying WireMock with respect to such disagreement, WireMock elected to change these terms with respect to such Customer, the Customer may terminate this Terms on a notice in writing to be sent by the Customer's within 14 days after the date of the modification notice was provided. In such event WireMock shall refund Customer with the pre-paid fees paid to WireMock pro-rated with respect to the un-utilized Subscription Period or API Calls, as applicable
- 12.7. All disputes arising out of this Agreement will be subject to the governing law of State of California, U.S.A. and the exclusive jurisdiction of the competent courts located in the city of San Francisco, California, U.S.A. The parties understand and fully agree that they are giving up their right to have a trial by jury. The parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.
- 12.8. WireMock may use subcontractors, and other third-party providers ("Subcontractors") in connection with the performance of its own obligations hereunder as it deems appropriate; provided that WireMock remains responsible for the performance of each such Subcontractor. Notwithstanding anything to the contrary in these Terms with respect to any third-party vendors including any hosting (e.g. AWS) or payment vendors (e.g. PayPal), WireMock will use commercially reasonable efforts to guard against any damages or issues arising in connection with such vendors, but will not be liable for the acts or omissions of such third-party vendors except to the extent that it has been finally adjudicated that such damages or issues are caused directly from the gross negligence or wilful misconduct of WireMock.
- 12.9. Neither party will be responsible for any failure or delay in the performance of its obligations under these Terms (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labour disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.
- 12.10. The relationship between the parties is that of independent contractors. Nothing in these Terms will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to

bind the other or incur any obligations on the other's behalf without the other party's prior written consent.

- 12.11. Notices and all other communications provided for in these Terms shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email info@wiremock.io if to WireMock, and the email provided by the Customer as part of the Registration Data if to the Customer), provided that the recipient confirmed the receipt of such notice, or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the respective Order or last given by each party to the other. Such notice, demand or other communication shall be deemed given (a) if sent by an email - upon receipt of confirmation as set forth above; (b) at the expiration of seven (7) days from the date of mailing by registered mail; or (c) immediately if delivered by hand.