

runZero Terms of Service Agreement

Last updated

runZero, Inc. was previously known as Rumble, Inc. and these terms apply to the services available at both the runzero.com and rumble.run domains.

This Terms of Service Agreement (the “**Agreement**”) is entered into as of the Effective Date by and between runZero, Inc., formerly known as Rumble, Inc. (“**runZero**”) and Customer.

BY CLICKING “I ACCEPT” OR DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING, OR OTHERWISE USING THE SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS BOUND TO THIS AGREEMENT. IF CUSTOMER DOES NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY OR DOES NOT AGREE TO ALL OF THE TERMS, CUSTOMER IS NOT PERMITTED TO USE THE RUNZERO SERVICES. THE SERVICES ARE NOT INTENDED FOR USERS UNDER THE AGE OF 15, AND SUCH USERS ARE EXPRESSLY PROHIBITED FROM SUBMITTING ANY PERSONAL DATA OR USING ANY ASPECT OF THE SERVICES.

1. DEFINITIONS.

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g. a contract that allows control).

“**Asset**” is a computer, device, or other resource, including third party systems from which runZero imports assets, (a) within Customer’s Environment and/or (b) provided to or utilized by a particular organization and/or its users (including, without limitation, cloud services, mobile devices, user endpoint systems, servers, printers, network equipment, and any of the foregoing), that was monitored by the Services within the last thirty (30) days.

“**Authorized Third Parties**” means Customer’s Users, Customer’s Affiliates, and Customer’s third party service providers, and each of their respective Users, permitted to access the Services on Customer’s behalf.

“**Confidential Information**” means non-public proprietary information of the disclosing party (“**Discloser**”) obtained by the receiving party (“**Recipient**”) in connection with this Agreement, which: (i) is designated as confidential by the Discloser at the time of disclosure; or (ii) would reasonably be understood by the Recipient, given the nature of the information or the circumstances surrounding its disclosure, to be confidential, including without limitation, Discloser’s product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how disclosed by Discloser to Recipient, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date. Confidential Information also includes the Services.

“**Customer**” means, in the case of an individual accepting this Agreement on their own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity which have entered into an Order.

“**Customer Data**” means the raw data and/or information Customer submits to the Services, either directly or indirectly through its use of the Services.

“**Customer’s Environment**” means Customer’s systems, networks, and devices.

“Documentation” means the technical specifications and usage materials officially published or provided by runZero, specifying functionalities and capabilities of the Services and any applicable service level or support offerings.

“Effective Date” means the date this Agreement first becomes binding on runZero and Customer, which shall be the earliest of: (i) Customer’s express agreement to this Agreement, (ii) the date Customer or Customer’s Affiliate places an Order under this Agreement, or (iii) the date on which Customer or Customer’s Affiliate first downloads, installs, registers, accesses, evaluates or otherwise uses any of the Services.

“Explorers” are distinct installations of runZero-branded agent software for Customer’s account, each tied to Customer’s Environment and used in conjunction with the runZero Platform.

“Evaluation Services” mean the Services that runZero or its authorized representative makes available to Customer for evaluation, trial, beta, or other free-of-charge purposes (including the “Starter Edition” service).

“Feedback” means all suggestions, comments, opinions, input, ideas, reports, information, know-how or other feedback voluntarily provided by Customer (whether in oral, electronic or written form) to runZero related to the Services.

“GeoLite2 Database(s)” means the line of databases offered by MaxMind, Inc. (“MaxMind”) included as part of the Services that provide geographic information and other data associated with specific internet protocol addresses.

“Internal Purposes” means internal business use within Customer’s Environment, to conduct scanning and monitoring of computer networks, as well as testing and evaluation of the Services. Such purposes also include use of the Services as part of services Customer provides to third party clients to scan and monitor the computer networks of such clients, pursuant to a separate managed service provider agreement mutually signed by Customer and runZero.

“Order” means any (i) quote or order form provided by runZero and signed by Customer, or (ii) any Partner purchase order accepted by runZero, and (iii) that specifies the Services to be provided under this Agreement.

“Partner” means a distributor, reseller, or managed service provider authorized by runZero to resell to and/or manage the Services for, Customer.

“Platform” means the web console and related services, including software, code, algorithms, hosted services, and web interfaces and typically provided as software-as-a-service (SaaS) from <https://console.runzero.com>, <https://console.rumble.run>, or another runZero hosted instance, and optionally available as an instance installed on-site, in Customer’s datacenter, or other hosted environment, but specifically excluding the downloadable Scanner.

“SaaS” means the subscription cloud-based service provided by runZero to Customer for the Subscription Term set forth in the Order.

“Scanner” means all discovery tools, software, scripts and code that are downloadable from the runZero Platform or otherwise provided by runZero and used, either on a stand-alone basis or in conjunction with the runZero Platform, to scan and monitor the systems, networks, and devices.

“Services” means collectively, all runZero SaaS, Software, and any other services and all components thereof (including the runZero Platform, Scanners, Explorers, and GeoLite2 Databases, and APIs) ordered by Customer from runZero in an Order, including all updates thereto.

“Software” means any software provided directly or indirectly to Customer in object code only, as well as any copies made by or on Customer’s behalf. The term “Software” also includes any updates, upgrades, or other new features, functionality or enhancements to the Software.

“Statistical Data” means any information or data that runZero derives from Customer Data.

“Supplier(s)” means the third party suppliers runZero may use in the provision of the Services, including but not limited to MaxMind, Inc.

“User” means an individual who Customer authorizes to use the Services pursuant to Customer’s rights under this Agreement (or, for Evaluation Services, for whom Services have been provisioned by runZero). Users may include, for example, Customer’s employees, consultants, contractors and agents.

2. SCOPE AND APPLICABILITY.

2.1 This Agreement governs Customer’s use of the Services, however they were acquired, including without limitation via a Partner.

2.2 For any Services acquired by Customer through a Partner, the following provisions of this Agreement do not apply: Section 5 (Fees).

3. ACCESS AND USE RIGHTS.

3.1 License and Right to Use. runZero grants Customer a non-exclusive, non-sublicensable, non-transferable, limited right to access and use the Services during the Subscription Term for the quantity set forth in the Order, and solely for Customer’s Internal Purposes (collectively, the **“Use Rights”**).

3.2 Use By Third Parties. Customer may permit Authorized Third Parties to exercise the Use Rights on Customer’s behalf provided that Customer is responsible for:

- (a) ensuring that such Authorized Third Parties comply with this Agreement; and
- (b) any breach of this Agreement by such Authorized Third Parties.

3.3 Beta and Evaluation Use.

(a) **Evaluation Period.** Any Evaluation Services may only be used on a temporary basis for the period specified by runZero in writing. If there is no period identified, such use is limited to thirty (30) days after the Evaluation Services are made available to Customer. Evaluation Services are not for productive use.

(b) **Scope of Evaluation.** During the evaluation period runZero may, in its sole discretion, limit certain functionality or features of the Evaluation Services.

(c) **Discontinuation of Use.** Customer shall discontinue all use of and return such Evaluation Services at the end of the evaluation period unless Customer has properly procured and converted the Evaluation Services to a subscription hereunder. For clarity, the terms of this Agreement will automatically apply to Customer’s use of the Services upon conversion of the Evaluation Services to a fee-based subscription for the Services.

(d) **No Warranties.** Notwithstanding any warranties, indemnity, or limitations of liability contained in this Agreement, the Evaluation Services are provided “AS-IS” without support or any express or implied

warranty or indemnity of any kind for any problems or issues, and runZero has no liability relating to Customer's use of the Evaluation Services.

3.4 Restrictions. Except as expressly authorized in this Agreement or by runZero in a duly executed agreement, Customer will not and will not permit any third party to: (i) modify, adapt, or create derivative works of the Services; (ii) rent, lease, loan, resell, transfer, sublicense, display or distribute the Services to any third party; (iii) use or offer any functionality of the Services on a service provider, service bureau, hosted, software as a service, or time sharing basis; (iv) disclose any benchmarking, competitive analysis, or other results obtained from the Services or use the Services or any portion thereof to develop any similar item or any competitive products or services; (v) decompile, disassemble, translate or reverse-engineer the Services or otherwise attempt to derive the source code, algorithms, methods or techniques used or embodied in the Services; (vi) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services; (vii) interfere with or disrupt servers or networks connected to any website through which the Services are provided; (viii) use the Services to collect or store personal data about any person or entity or submit any information to the Services not contemplated by the Documentation; or (x) use the Services for any illegal, unauthorized or otherwise improper purposes.

3.5 Changes to Services. runZero may, without notice, enhance or refine the Services, provided that runZero will not materially reduce the core functionality of that Service.

4. OWNERSHIP

4.1 Proprietary Rights. The Services are licensed and not sold. runZero retains ownership of all Services and all intellectual property rights relating thereto, including but not limited to all worldwide patent rights, copyright rights, trade secret rights, moral rights, and any other intellectual property rights whether or not subject to registration or protection (collectively, "**Intellectual Property Rights**"). Except as expressly stated in this Agreement, runZero does not grant Customer any Intellectual Property Rights in the Services.

4.2 Feedback. runZero owns all feedback Customer provides in connection with Customer's use of the Services (e.g. bug fixes and feature requests) and Customer agrees that runZero is free to use such feedback for any purpose without acknowledgement or compensation.

4.3 Third Party Software. runZero uses certain third party software in its Services, including open source software ("**OSS**"). The OSS license terms require runZero to provide Customer with notice of the license terms and attribution to the third party, set out at <https://www.runzero.com/thirdparty/>. runZero's use of third party software, including OSS, will not:

- (a) adversely affect Customer's ability to exercise Use Rights in the Services; or
- (b) cause Customer's software to become subject to an OSS license, provided Customer only uses the Services in accordance with the Documentation.

5. FEES.

5.1 Fees and Expenses. Customer will pay the fees for the Services as set forth in the applicable Order ("**Fees**"). To the extent permitted by law, all Orders and their underlying subscriptions are non-cancellable, and payments made to runZero are non-refundable (except as expressly set forth in this Agreement). The Fees for each Renewal Subscription Term (defined in Section 6.2 below) will be at the then-current price of the Services.

5.2 Payment Terms. All Fees are due and payable within thirty (30) days after the invoice date. Customer must provide runZero with complete and accurate billing contact information including a valid email address. All

payments must be made in United States dollars via electronic funds transfer, pursuant to the instructions of runZero.

5.3 Late Payments. If Customer fails to pay any past due invoice, runZero may, with prior notice to Customer, revoke or suspend the Services until payment is received. Without limiting any other remedies, past due amounts shall be subject to a monthly charge of one and one-half percent (1.5%) per month or the maximum rate allowable by law, whichever is less.

5.4 Taxes. All Fees exclude any and all taxes and similar fees (including, without limitation, any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges, but excluding withholding taxes and taxes solely based on runZero's net income), and Customer is responsible for payment of all taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts.

5.5 Future Functionality. Customer agrees that its purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by runZero regarding future functionality or features.

6. TERM AND TERMINATION.

6.1 Term. This Agreement will commence as of the Effective Date and will continue for the period set forth in the Order (the "**Initial Subscription Term**"), unless earlier terminated in accordance with this Section 6.

6.2 Renewal Terms. Unless specified otherwise by an Order, subscriptions will automatically renew at the end of the Initial Subscription Term and any subsequent term, for a renewal term of one (1) year (each a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either party has provided written notice of non-renewal at least sixty (60) days prior to the end of the then-current Subscription Term. All renewals are subject to payment of applicable Fees as set forth in Section 5 above.

6.3 Termination.

(a) If a party materially breaches this Agreement and does not cure such breach within thirty (30) days of written notice of the breach, the non-breaching party may terminate this Agreement (and any underlying Order) for cause.

(b) runZero may immediately terminate this Agreement (and any underlying Order) if Customer breaches Sections 3 (Access and Use Rights), 4 (Ownership), or 12.6 (Compliance with Laws) without refund of any kind.

6.4. Effect of Termination.

(a) Immediately upon termination, all licenses and Use Rights granted under this Agreement will immediately terminate and Customer must immediately cease all use of the Services;

(b) Customer will destroy any copies of the Services in its possession;

(c) If this Agreement is terminated by Customer due to runZero's uncured material breach, runZero will refund Customer (or Partner, as applicable), the prorated portion of Fees Customer has prepaid for the Services beyond the date of termination.

(c) Upon runZero's termination of this Agreement, all of Customer's payment obligations for each Order will immediately become due.

(d) Sections 3.4 (Restrictions), 4 (Ownership), 5 (Fees), 6 (Term and Termination), 7 (Warranty), 8 (Confidentiality), 11 (Limitation of Liability), and 12 (General Provisions) will survive termination of this Agreement.

7. WARRANTY.

7.1. Mutual Representations and Warranties. Each party represents and warrants that it has Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Limited Warranty. Except for Evaluation Services, runZero warrants that it will provide the Services with commercially reasonable skill and care in accordance with the Documentation.

7.3 Warranty Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 7, RUNZERO DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE. CUSTOMER ACKNOWLEDGES THAT RUNZERO DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE ERROR-FREE, SECURE, ACCURATE, RELIABLE, COMPLETE, OR UNINTERRUPTED.

8. CONFIDENTIALITY.

8.1. Use of Confidential Information. Recipient will hold in confidence the Discloser's Confidential Information with at least the same degree of care that it utilizes to safeguard its own Confidential Information, but in no event less than a reasonable degree of care. The Recipient agrees (a) not to disclose the Confidential Information of the Discloser to any third parties (except for its employees, affiliates and contractors who have a need to know and who are bound by an obligation of confidentiality no less restrictive than this Section 8), and (b) to use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement.

8.2. Confidentiality Period. Irrespective of any termination of this Agreement, Recipient's obligations with respect to Confidential Information under this Agreement expire 5 years from the date of receipt of the Confidential Information (except with respect to any trade secrets).

8.3. Exclusions. This Agreement imposes no obligations with respect to information which: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) was rightfully disclosed to Recipient by a third party, who has no restriction on disclosure; or (d) is developed by Recipient without use of the Confidential Information as can be shown by documentary evidence. Recipient may make disclosures to the extent required by law or court order, provided Recipient makes reasonable efforts to provide Discloser with notice of such disclosure as promptly as possible and uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order, and has allowed Discloser to participate in the proceeding.

9. DATA.

9.1 Data Processing. runZero will follow globally recognized data protection and privacy standards and laws applicable to its processing, access, and use of data in connection with Customer's use of the Services. If runZero processes any personal data of which Customer is the data controller, the runZero Data Processing Agreement ("DPA") available at <https://www.runzero.com/dpa.pdf> applies and forms part of this Agreement. For data processing not covered by the, the runZero Privacy Policy available at <https://www.runzero.com/legal/privacy/> applies and forms part of this Agreement.

9.2 Security. runZero maintains appropriate organizational, physical, and technical security measures that are designed to protect the security, confidentiality, and integrity of Customer Data.

9.3 Customer's Obligations. Customer's instructions to runZero for the processing of personal data will comply with all applicable data protection and privacy laws. Customer has sole responsibility for the accuracy, quality, and legality of personal data and the means by which Customer acquired personal data. Customer is responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their personal data through Customer's use of the Services.

9.4. Permitted Use. Customer agrees that runZero may use Customer Data and Statistical Data for the purposes of providing and improving the Services, and that runZero may publish, share, distribute, or disclose such data on an aggregate basis or in a de-identified manner that does not allow personal data to be separated from the aggregate data or identified as originating from Customer or Customer's Users.

9.5. Data Warranty and Obligations. Customer represents and warrants that its use of the Services complies with all applicable laws, including those related to data privacy, data security, and international communications and that Customer has obtained all consents necessary for runZero to engage in data processing under this Agreement.

10. INDEMNIFICATION

10.1 Indemnification by runZero. runZero will defend any third party claim against Customer that Customer's valid use of the Services infringes a third party's patent, copyright, trade secret, or registered trademark (the "**IP Claim**"). runZero will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that Customer:

- (a) promptly notifies runZero in writing of the IP Claim;
- (b) grants runZero sole control of the defense thereof and any related settlement of the IP Claim (however, runZero will not settle or compromise any IP Claim that results in liability or admission of any liability by Customer without prior written consent); and
- (c) fully cooperates with runZero in the defense of the IP Claim.

runZero will have no obligation to reimburse Customer for attorney fees and costs incurred prior to runZero's receipt of notification of the IP Claim.

10.2 Additional Remedies. If runZero receives notification of an IP Claim that, in runZero's reasonable opinion, is likely to result in an adverse ruling, then runZero may, in its sole discretion:

- (a) procure for Customer the right to continue using the Services;
- (b) modify the Services to make them non-infringing;
- (c) replace the Services with a non-infringing version with functionality that is at least equivalent; or
- (d) terminate the Agreement and underlying Order and provide a prorated refund of pre-paid and unused amounts for the Services subject to the IP Claim.

10.3 Exclusions. runZero has no obligation regarding any IP Claim based on:

- (a) any use of the Services not expressly permitted under this Agreement;
- (b) any use of the Services in combination with third party products, equipment, software, or data (to the extent the IP Claim would not have occurred but for such combination);
- (c) any modification of the Services by any person other than an authorized runZero employee, agent, or subcontractor;
- (d) Customer's failure to update the Services as required and provided by runZero; or
- (e) any Evaluation Services.

This Section 10 states runZero's entire obligation and Customer's exclusive remedy regarding any IP Claim against Customer.

10.4 Indemnification by Customer. Customer will defend, at Customer's own expense, and indemnify runZero against the final judgment entered by a court of competent jurisdiction or any settlements arising out of any third party claim against runZero to the extent such claim arises from: (a) Customer's Data; or (b) any use of the Services by Customer or Customer's Users not authorized under this Agreement or in violation of law.

11. LIMITATION OF LIABILITY.

11.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY (INCLUDING RUNZERO'S SUPPLIERS) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, DATA, GOODWILL OR PROFITS, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE

11.2 Cap On Damages. EXCEPT FOR (I) CUSTOMER'S BREACH OF SECTION 3.4; (II) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) CUSTOMER'S FAILURE TO PAY ALL AMOUNTS DUE, (IV) EITHER PARTY'S LIABILITY UNDER THE INDEMNIFICATION OBLIGATIONS IN SECTION 10, AND (V) EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 8, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF EITHER PARTY (INCLUDING RUNZERO'S SUPPLIERS) ARISING OUT OF THIS AGREEMENT OR THE SERVICES EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER (EITHER DIRECTLY OR VIA PARTNER, AS APPLICABLE) DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement along with any additional terms expressly incorporated herein by reference, constitutes the entire agreement between runZero and Customer relating to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to such subject matter. For clarity, any additional or different terms included on a purchase order not expressly incorporated into this Agreement are hereby rejected. In the event of a conflict or inconsistency among the documents governing the Services, the order of precedence shall be the applicable: (i) Order; (ii) any exhibit, schedule, or addendum to this Agreement; and (iii) body of this Agreement.

12.2 Assignment and Subcontracting. Except as stated below, neither party may assign this Agreement in whole or in part without the other party's express written consent.

(a) Either party may by written notice to the other party, assign this Agreement in whole or in part to an Affiliate or in connection with any merger, change of control, or the sale of all or substantially all of its business assets; or

(b) runZero may subcontract any performance associated with the Services to third parties, provided that such subcontract does not relieve runZero of any of its obligations under this Agreement.

12.3 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.5 US Government End Users. The Services and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation” pursuant to FAR 12.212 and DFARS 227.7202. All US Government Customers acquire the Services and Documentation with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.

12.6 Compliance with Laws.

(a) **General.** Each party will comply fully with all applicable laws.

(b) **Export Laws.** The Services and other software or components of the Services that runZero may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer will not access or use the Services if Customer or any Users are located in any jurisdiction in which the provision of the Services, Software, or other components is prohibited under United States or other applicable laws or regulations (a “**Prohibited Jurisdiction**”) and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that: (i) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (ii) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) Customer will not permit any individuals under Customer’s control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (iv) Customer will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which Customer and Users are located.

(c) **Anti-Corruption.** Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of runZero’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflict of law principles.

12.8 Publicity. Unless otherwise specified in an Order, runZero may use Customer’s name, logo, and marks to identify Customer as a runZero customer on runZero’s website and other marketing materials.

12.9 Modifications to the Agreement. runZero may change this Agreement or any of its components by updating this Agreement on runzero.com. Changes to the Agreement apply to any Orders and the underlying subscriptions acquired or renewed after the date of modification.

12.10 Waiver. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions.

12.11 Notice. Any notice delivered by runZero to Customer under this Agreement will be delivered via email, regular mail, or postings on runzero.com. Notices to runZero should be sent via email to legal@runzero.com.

12.12. Force Majeure. runZero will not be responsible for failure to perform its obligations under this Agreement due to an earthquake, flood, fire, storm, natural disaster, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.