MASTER LICENSE AGREEMENT

This Master License Agreement (this "Agreement") sets out the terms on which the Company (defined below) licenses the Software to the person or entity that executes an Order Form, or that accesses, deploys, or uses the Software following issuance of an Order Form (the "Customer"), and is entered into by and between Glasswall Solutions Limited, a company registered in England and Wales, with registered number 05573793, and registered address at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF (the "Company").

If Customer executes an Order Form, or accesses, deploys, or uses the Software, on behalf of an entity, Customer represents and warrants to the Company that it has the authority to bind that entity to this Agreement, in which case "Customer" refers to that entity.

This Agreement becomes effective and binding (the date on which it does so, the "Effective Date") upon the earlier of: (a) execution of an Order Form by both parties; or (b) Customer's access to, deployment of, or use of the Software following issuance of an Order Form to Customer. Where the Software is purchased through an authorised third-party marketplace or distribution channel, including AWS Marketplace, the applicable marketplace order, private offer, order confirmation or other transaction record identifying the Software and evidencing Customer's assent to the terms of this Agreement shall constitute an Order Form for purposes of this Agreement, and Customer's acceptance of such transaction shall constitute acceptance of this Agreement.

1 DEFINITIONS

1.1 "Authorized User" means any person who is authorized by Customer to access and use the Software. Any individual using Customer's access credentials or creating an account from an invitation sent by Customer will be presumed to be authorized by Customer unless Customer notifies the Company that such individual is not authorized.

1.2 "Confidential Information" means all business, technical or third party information of a party, including trade secrets, know-how, processes, pricing and financial data, software and documentation, which are provided, disclosed, or made available to the other party under this Agreement that is either identified, orally or in writing, as confidential or would be understood to be confidential by a reasonable person under the circumstances of disclosure.

1.3 "Deployment" means each separate Customer-controlled environment in which the Software is installed, executed or made accessible to Authorized Users, including each separate Customer owned or Customer managed data center, secure or isolated network segment, virtual machine, container, enclave, or Customer-controlled cloud environment. Each such environment constitutes a separate Deployment. Unless otherwise stated in the applicable Order Form, each Deployment requires a separate license under this Agreement.

1.4 "Documentation" means the user manuals and operator instructions issued by the Company in conjunction with the Software.

1.5 "Excluded Activities" are as defined in § 9.1.

1.6 "Software" means, collectively, all the Company's software products licensed under this Agreement as specified in the Order Form, including the Company's proprietary Content Disarm and Reconstruction technology, and any other Glasswall-provided software components or materials made available for installation or use within a Customer-controlled environment, whether delivered as stand-alone components or as part of a suite or product family, including all updates, maintenance, releases and new releases made available to Customer from time to time.

2 LICENSE GRANT; RESTRICTIONS

2.1 Order Forms. From time to time, the parties may execute order forms setting forth the specific terms of Customer's usage of the Software, including pricing and the applicable subscription term (each, an "Order Form"). An Order Form may take the form of a document executed by both parties, an online enrollment, a license key issuance, or other purchase confirmation, however transmitted, evidencing Customer's Subscription to the Software. In the event

of different or conflicting terms between an Order Form and this Agreement, the terms of the Order Form shall govern but solely with respect to the services covered by such Order Form.

2.2 Implementation. Customer will provide information, configuration, details, and (where applicable) application-level credentials reasonably necessary for the setup of the Software. The Company will be excused from meeting specified deadlines or performing specified responsibilities to the extent the Company's delays or failures are caused by Customer's delays or failures in providing the Company with reasonable cooperation or access to information or documentation necessary for the performance of the Company's implementation services.

2.3 Installation. Unless otherwise stated in the Order Form, then Customer is solely responsible for installing the Software in accordance with the Documentation and other installation guides provided by the Company. Unless otherwise stated in the Order Form, Customer is licensed to install and operate the Software in a single Deployment and each additional Deployment requires a corresponding license.

2.4 License Grant. Subject to the terms of this Agreement and the applicable Order Form(s), the Company hereby grants Customer a non-exclusive, limited, non-transferable license (without the right to sublicense) to (a) install and use the Software in object code form only as delivered pursuant to this Agreement and (b) use the Documentation as necessary for its use of the Software, in each case solely for Customer's purposes during the Term.

2.5 Usage Restrictions. Customer will not, and will not permit its Authorized Users or any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, or underlying structure, ideas, know-how or algorithms relevant to the Software (except to the extent such restrictions are contrary to applicable law); (b) modify, translate, copy, or create derivative works based on the Software; (c) use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than Authorized Users); (d) use the Software to create or develop a competitive product or service; (e) attempt to gain unauthorized access to the Software or make the Software available to anyone other than its Authorized Users; (f) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs through the Software; (g) interfere with or disrupt the integrity or performance of the Software; (h) circumvent, remove, alter or thwart any technological measure or content protections of the Software; (i) use any spider, crawler, scraper or other automatic device, process or software that intercepts, mines, scrapes, extracts or otherwise accesses the Software to monitor, extract, copy or collect information or data from or through the Software; (j) use the Software in violation of applicable law (including applicable export controls laws), or (k) otherwise use the Software except as expressly permitted herein.

2.6 Delivery and Acceptance. Within 10 business days from the Effective Date, the Company shall deliver to Customer (a) a copy of the Documentation and (b) a machine-readable copy of the Software. The Software and Documentation shall be deemed accepted by Customer upon delivery.

2.7 Authorized Users. As part of the registration process, Customer will identify an administrative user name and password for Customer's account. Customer may use the administrative user name and password to create accounts for additional Authorized Users. Authorized Users are not permitted to share their accounts with any other person or entity. Customer agrees that it is responsible for ensuring that it and its Authorized Users maintain the confidentiality of their account information and its Authorized Users comply with this Agreement. Customer acknowledges that it is solely responsible for any liabilities arising from (a) an Authorized User's non-compliance with this Agreement and (b) any activity that occurs through an Authorized User's account.

2.8 Software Limits. Customer's access and use of the Software is subject to the license metrics and usage limits specified in the applicable Order Form, and any technical and organisational limits generally applicable to the users of the Software as published by the Company from time to time (together, the "Usage Limits"). Usage Limits may include, as applicable: (a) any daily file-throughput capacity limits, which are based on an assumed average processed file size of one (1) megabyte (MB); (b) the number of licensed Authorized Users or seats for user-based components such as plug-ins or client-side tools; and/or (c) technical or operational limits that may restrict or prevent further use of the Software once exceeded. Company may enforce or modify such limits as set out in the applicable Order Form or as otherwise notified to Customer from time to time. Only the Usage Limits specified in the applicable Order Form or notified by the Company in accordance with this clause shall apply to use of the Software under this Agreement.

Customer agrees to use the Software in accordance with the applicable Usage Limits. If Customer's actual usage exceeds the Usage Limits, Customer will immediately either (i) reduce its usage to conform to the Usage Limits or (ii) acquire additional licenses or capacity through a new Order Form.

The parties acknowledge that the Software does not technically enforce Usage Limits and that compliance with this Section 2.8 is a contractual obligation. The absence of technical enforcement by the Software shall not be construed as a waiver of, or limitation on, the Company's rights or remedies relating to Usage Limits under this Agreement or applicable law.

2.9 Audits. During the term of this Agreement, Customer shall, within thirty (30) days after the end of each calendar quarter, download and provide to the Company (to the extent available through the Software) anonymized Software throughput reports containing only aggregate usage statistics for the preceding quarter ("Throughput Reports"). Throughput Reports shall not include Customer Data. The Company shall be entitled to use the Throughput Reports to verify Customer's use of the Software in accordance with this Agreement. The Company reserves its right to charge the Customer for any additional licenses required for use of the Software outside of the Usage Limits set out in the applicable Order Form, as reflected in the Throughput Report. During the term of this Agreement and for a period of one year thereafter, the Company may during normal business hours and upon reasonable prior notice to Customer, inspect Customer's records, equipment and facilities relating to its use of the Software to verify Customer's compliance with this Agreement. Customer will co-operate with the Company in relation to the audit and shall make its personnel available to assist the Company and respond to any queries the Company may have.

2.10 Professional Services. If Customer desires to engage the Company to perform additional services in the future, including any implementation services (such additional services, "Professional Services"), the parties will enter into an Order Form or statement of work setting forth, among other things, the scope and applicable fees due for the Professional Services.

2.11 Updates. The Company will make available to Customer error corrections and maintenance releases to the Software which the Company makes generally available to Company's other customers ("Updates"). As the Company makes available Updates and new versions of the Software, the Company reserves the right to discontinue or modify the terms and conditions of support for non-current releases and versions. The Company shall provide at least 120 days' notice of such discontinuance or modification; provided, however, that the Company will continue to support non-current releases and versions of the Software for the remainder of Customer's then-current term for its maintenance services plan. The Company shall have no obligation to support (a) any altered, damaged or modified version of the Software or any portion of the Software incorporated with or into other software not expressly required by the Documentation; or (b) problems caused by Customer's negligence, abuse or misuse of the Software or other causes beyond the control of the Company. Customer agrees that its entry into this Agreement is not contingent on the Company developing, delivering or otherwise making available any future functionality or features, or dependent on any oral or written public comments made by the Company regarding future functionality or features of the Software. Customer is solely responsible for any costs required in connection with the implementation of any Updates or new versions.

2.12 Support Services. The Company will support the Software in accordance with the support levels set forth in the Company's Customer Support Service Standards available at https://docs.glasswall.com/docs/support-service-standards#customer-responsibilities and in accordance with the support plan purchased by Customer. Support Services will be provided without requiring the Company to have direct access to Customer systems, unless expressly authorized in writing by Customer.

2.13 Third Party Services. The Software contains certain features and functionalities that integrate and/or interoperate with certain third party products, services or applications (the "Third Party Services"). All use of Third Party Services are subject to the applicable terms of the provider of such Third Party Service. The Company is not responsible for any Third Party Service, including for the availability or reliability of a Third Party Service, or the accuracy or completeness of information shared by or available through such Third Party Service, or the privacy practices of the provider of such Third Party Service.

3 Data

3.1 Customer Data. Customer is responsible for (a) the accuracy, quality and legality of all data, content, information, and other materials uploaded, posted or otherwise provided to or through the Software by Customer and its Authorized Users (the "Customer Data"), and (b) the means by which Customer acquired Customer Data. Company does not access or use any Customer Data, unless expressly authorized by Customer. If Customer authorizes Company to access Customer Data for any purpose, Customer will ensure that it has all necessary rights and permissions to permit the Company to use, store, disclose and otherwise process such Customer Data as authorized by Customer.

3.2 Data Rights. The Company shall have the right to collect and analyze data and other information available in the Throughput Reports relating to Customer's use and access of the Software ("Usage Data") and the Company will be free (during and after the Term) to use such Usage Data for internal business purposes, including analytics, reporting, improving and developing the Company's products and services, provided that any disclosure of Usage Data shall be solely in aggregate or other de-identified form.

3.3 Security Vulnerability. The Company shall (a) report any defect, error, bug or other condition in the Software that could reasonably be exploited to: (i) gain unauthorized access to systems, Customer Data or functionality; (ii) cause unauthorized modification, deletion or disclosure of Customer Data; (iii) cause denial of service; or (iv) bypass security controls or authentication mechanisms ("Security Vulnerability") to Customer without undue delay after the Company becomes aware of a Security Vulnerability, and (b) take commercially reasonable measures to address the Security Vulnerability. The Company shall take reasonable steps to provide Customer with updates regarding any Security Vulnerability as necessary for Customer to assess and comply with its legal obligations regarding such Security Vulnerability.

4 PROPRIETARY RIGHTS

4.1 Company Rights. The Company shall own and retain all right, title and interest in and to (a) the Software, and all improvements, enhancements or modifications thereto, (b) all results and work product developed in the performance of support services, and (c) and all intellectual property rights related to any of the foregoing. All rights to the Software not expressly granted under this Agreement are reserved by the Company.

4.2 Feedback. Customer acknowledges that all suggestions for corrections, changes, additions or modifications to the Software or any features or functionalities thereof, and any other feedback provided by Customer (collectively, "Feedback") are the exclusive property of the Company and Customer hereby assigns all rights in and to any Feedback to the Company.

4.3 Customer Rights. As between the parties, subject to the Company's rights to use the Customer Data if expressly authorized by Customer, Customer owns all right, title and interest in and to the Customer Data.

5 PAYMENT OF FEES

5.1 Payment. Customer shall pay the fees specified in each Order Form and other applicable fees that may be due hereunder (the "Fees"). Once per calendar year, and with at least 60 days advance written notice, the Company may increase any Fees. The Company shall bill Customer through an invoice. Any charges that Customer disputes must be notified to the Company within thirty (30) days after the invoice, or within such longer period of time as may be required under applicable law. Full payment for invoices issued in any given month must be received by the Company thirty (30) days after the mailing date of the invoice. Unpaid Fees are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower. Customer shall be responsible for all taxes associated with its use of the Software other than taxes based on the Company's net income.

6 CONFIDENTIALITY

6.1 Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose Confidential Information. Confidential Information of the Company includes non-public information regarding features, functionality and performance of the Software, pricing terms for the Software and the terms of this Agreement. The Receiving Party agrees: (a) to use at least the same care and precaution

in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own proprietary information and trade secrets, but in no event less than a reasonable degree of care and (b) not to use or disclose to any third person any of Disclosing Party's Confidential Information except for the Receiving Party's employees, officers, directors, affiliates, contractors, professional advisers, auditors, insurers, financing sources and potential investors who have a need to know such information and are subject to confidentiality obligations no less protective than those contained herein.

6.2 Exceptions. The Disclosing Party agrees that the foregoing Section 6.1 shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

6.3 Disclosure by Law. Notwithstanding this Section 6, the Receiving Party may disclose the Confidential Information of the Disclosing Party in the event that the Receiving Party receives a subpoena or other government process that purports to require the production of Confidential Information of the Disclosing Party for use in an action or proceeding, provided that the Receiving Party shall (a) promptly inform the entity issuing such subpoena or other government process of the existence of this Agreement, (b) promptly inform the Disclosing Party of the receipt of such subpoena or other government process and (c) not oppose any effort by the Disclosing Party to quash or limit any such subpoena or other government process. In the event the Disclosing Party fails to intervene to quash or limit such subpoena or other government process after being given notice and a reasonable opportunity to do so or such intervention fails or is denied by a court of competent jurisdiction, such Confidential Information may be produced; provided, that such Confidential Information shall not lose its confidential status through such use and the Receiving Party shall take all reasonable and necessary steps to maintain the confidentiality of such Confidential Information during such use.

6.4 Return of Confidential Information. Upon the request of either party, copies and embodiments of such party's Confidential Information shall be promptly returned to such party by the Receiving Party or destroyed by the Receiving Party, and the Receiving Party agrees to certify such destruction in writing.

7 TERM AND TERMINATION

7.1 Term. Subject to earlier termination as provided below, this Agreement will commence on the Effective Date and continue for the term as specified on the Order Form and shall thereafter be automatically renewed for additional periods of the same duration as the initial term (collectively, the "Term"), unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination for Breach. Either party may terminate this Agreement upon written notice if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of notice thereof.

7.3 Insolvency. Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to the appointment of a receiver, administrator or similar officer, or becomes subject to any bankruptcy, insolvency, administration or similar proceeding that is not dismissed within sixty (60) days.

7.4 Effects of Termination. No termination of this Agreement shall affect any rights or liabilities of a party that accrued prior to the date of termination, including any Fees accrued or payable to the Company prior to the effective date of termination.

7.5 Survival. The provisions of Sections 1, 2, 4, 5, 6, 7.5, 8, 9, 10, 11, and 12 shall survive any termination of this Agreement.

8 REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By Both Parties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing under the laws of the state of its formation or incorporation and has full right and power to enter into this Agreement and to perform fully all of its obligations hereunder; and (b) it is not party to any other agreements, written or oral, with any third party in conflict herewith.

8.2 By the Company. The Company represents and warrants that during the Warranty Term, the Software will operate in conformity with any specifications set forth in writing by the Company in all material respects. As used herein, the "Warranty Term" means a period of ninety (90) days after delivery of the Software or for so long as Customer purchases a support and maintenance plan. In the event of a breach of the warranty in this Section 8.2, Customer shall notify the Company in writing of the alleged issue, providing details of the problems, and upon confirmation of the issue by the Company, the Company will use commercially reasonable efforts to promptly correct any identified problem or provide work-arounds that address the identified issue to enable the Software to perform in accordance with this limited warranty. If the Company is unable to correct any identified problem, the Company shall notify Customer and Customer shall have the right to terminate this Agreement in accordance with Section 7.2 and the Company will refund Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. The foregoing shall be the Company's sole obligation and exclusive liability, and Customer's sole and exclusive remedy, for any breach of the warranty in this Section 8.2.

8.3 DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS SECTION 8, THE SOFTWARE, AND ALL SERVICES, DATA AND INFORMATION PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE OR THAT THE QUALITY OF THE SOFTWARE, OR ANY SERVICES, DATA, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH USE OF THE SOFTWARE, WILL MEET CUSTOMER'S EXPECTATIONS.

9 INDEMNIFICATION

9.1 By the Company. The Company will (a) defend Customer from any claim, suit or proceeding ("Claim") brought against Customer by a third party alleging that the Software infringes any intellectual property right of such third party and (b) indemnify and hold Customer harmless from any damages, losses, expenses, costs or liabilities finally awarded against Customer by a court of competent jurisdiction as a result of such Claim. Notwithstanding the foregoing, the Company will have no obligation under this Section 9.1 or otherwise with respect to any Claim to the extent based upon (i) any unauthorized use, reproduction, or distribution of the Software or any breach of this Agreement by Customer, (ii) any combination of the Software with other products, equipment, software or data not supplied by the Company, (iii) any modification of the Software by any person other than the Company or its authorized agents or contractors, or (iv) any activity after the Company has provided Customer with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Software (items (i) through (iv), the "Excluded Activities"). If the Company reasonably believes that all or any portion of the Software, or the use thereof, is likely to become the subject of any infringement Claim, the Company may procure, at the Company's expense, for Customer the right to continue using the Software in accordance with the terms hereof, replace or modify the allegedly infringing Software to make it non-infringing, or, in the event the preceding is infeasible or not commercially practicable, the Company may, in its sole discretion, terminate this Agreement upon written notice to Customer and the Company will refund Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. This Section 9.1 shall be Customer's sole and exclusive remedy, and the Company's sole and exclusive liability, with respect to any infringement claims relating to Customer's use of the Software.

9.2 By Customer. Customer will indemnify, defend and hold harmless the Company from any damages, losses, expenses, costs or liabilities incurred by the Company in connection with any Claim brought against the Company by a third party arising from or related to (a) an Excluded Activity, and (b) Customer's use of the Software, other than a Claim subject to indemnification by the Company under Section 9.1.

9.3 Indemnification Procedures. A party seeking indemnification under this Section 9 will provide the indemnifying party with prompt written notice of the relevant Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligations to the extent it is materially prejudiced by such failure) and permit the indemnifying party to control the defense of such Claim. The indemnified party may employ counsel at its own expense to assist it with respect to such Claim; provided, however, that if such counsel is necessary because the indemnifying party does not assume control, the indemnifying party will be responsible for the expense of such counsel. The party controlling the defense of a Claim shall keep the other party advised of the status of such Claim and the defense thereof. Neither party shall have the authority to settle a claim on behalf of the other party.

10 LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE IN CONNECTION WITH EITHER PARTY'S BREACH OF SECTION 6, AND CUSTOMER'S BREACH OF SECTION 2.5 AND EXCEPT FOR THE LIABILITY OF EITHER PARTY UNDER ANY INDEMNITY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY PARTY CLAIMING THROUGH THE OTHER PARTY FOR (A) ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT OR ANY DELAY OR INABILITY TO USE THE SOFTWARE OR (B) EXCEPT FOR AMOUNTS PAYABLE BY CUSTOMER, ANY DAMAGES IN EXCESS OF THE AGGREGATE FEES PAID OR PAYABLE TO THE COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE THE CLAIM FIRST AROSE, IN EACH CASE WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

11 TRADE CONTROL LAWS; GOVERNMENT MATTERS. Company and Customer acknowledge that this Agreement and the Software identified herein are subject to trade, import, export control and economic sanctions laws and regulations, including, without limitation, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the laws, statutes, regulations, rules, and executive orders administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and all other applicable trade, import, export control and economic sanctions laws and regulations imposed, administered or enforced by any other country in which the parties operate or conduct business (collectively, the "Trade Control Laws"). Company and Customer agree to comply with all applicable Trade Control Laws in the performance of this Agreement. For the avoidance of doubt, Customer acknowledges that it is solely responsible for compliance with all applicable Trade Control Laws in its use of the Software, including the provision, transfer, or access of Customer Data to Customer's end-users, and agrees not to (i) export, reexport, distribute, sell, lease, transfer, assign or otherwise dispose of the Software, or any Customer Data related thereto, in, to, or for the benefit of any individual, entity, country, region or territory in violation of Trade Control Laws; or (ii) otherwise engage in any transaction, act, dealing or practice in connection with or relating to the Software that would violate, cause Company to violate or expose Company to adverse consequences under Trade Control Laws. Customer represents and warrants that it is not (i) identified on any list of prohibited or restricted parties promulgated under Trade Control Laws, including the OFAC Specially Designated Nationals and Blocked Persons List; (ii) located, operating, organized or resident in any country, region or territory that is the subject or target of comprehensive economic sanctions or embargoes under Trade Control Laws, including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine; or (iii) owned or controlled by, or otherwise acting for or on behalf of, any of the foregoing.

12 MISCELLANEOUS.

12.1 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement in connection with a merger or sale of all or substantially all of such party's assets or stock. Any attempted assignment by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

12.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.3 Entire Agreement; Amendment. This Agreement, together with any incorporated Exhibits and Order Forms constitutes the full and entire understanding and agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified in whole or in part at any time only by a writing executed by both parties.

12.4 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to the conflicts of law provisions thereof. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the Federal or State courts within the County of New York, New York. Each party hereby irrevocably submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

12.5 Force Majeure. Without limiting anything herein, and except for Customer's payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including, but not limited to, governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, epidemics, pandemics and power failures. For all purposes under this Agreement each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other to any contract.

12.6 Notices. Any notices in connection with this Agreement will be in writing and sent, if to Customer, to the address specified on the Order Form, and if to the Company, to 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF, or in each case such other address as may be properly specified by written notice hereunder.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. Any signature on any notice or other document executed in connection with this Agreement may be transmitted in .PDF files or by facsimile and will be treated for all purposes as an original document.