

## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is entered into on the date of the last signature below (the "**Effective Date**"), by and between Frame Inc. or Frame Labs Ltd. (as specified in the signature line below) ("**Company**") and [REDACTED], a company incorporated under the laws of the State of [REDACTED] having its principal place of business at [REDACTED] ("**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). Customer may use the Services (as defined below) subject to the terms below.

### 1. Ordering.

- 1.1 Customer may place an order for Services directly with Company via an order form (a "**Direct Order**"). Each Direct Order is hereby incorporated into this Agreement by reference and shall be deemed to be a stand-alone agreement that incorporates by reference the terms of this Agreement. A Customer's Affiliate will have the right to enter into an Order referencing this Agreement and thereby indicating its agreement to be bound by the terms of this Agreement as if it were an original party hereto. In such case, for purposes of such Order, such Customer Affiliate will be deemed to be the "Customer" hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and a Direct Order, this Agreement shall prevail (unless a Direct Order specifically states otherwise). "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means owning 50% or more of the voting securities of such entity or the ability to direct managerial decisions or board decisions of such entity.
- 1.2 If Customer has purchased a subscription pursuant to the terms hereof from a partner, reseller or distributor authorized by Company ("**Partner**") to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company. A Direct Order together with a Partner Order are referred to herein as an "**Order**".

### 2. Subscription.

- 2.1 Access Right. Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Affiliates a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e., on a SaaS basis) Company's software-as-a-service (the "**Service**") during the Subscription Term (as defined below), solely for Customer's internal organizational purposes (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Subscription**" also includes any appliance and any manual or documentation provided or made available to Customer in connection with the operation of the Service ("**Documentation**"). Customer may use the Service and all content distributed or generated thereby subject to the use limitations specified in this Agreement and the respective Order or Partner Order (if purchased via Partner) and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service (collectively: "**Customer's Environment**"). Customer hereby grants to Company the right to access and interoperate with Customer's Environment solely during the Subscription Term, and solely as necessary in order to perform its obligations herein.
- 1.1 Additional Purchases. Purchases of access to any additional module, tool, functionality, or feature of the Service ("**Features**") and/or purchases of additional volume under the Subscription scope specified in the Order ("**Subscription Scope**") (collectively, "**Additional Purchases**") shall be made by mutually signed written addendum to the Order or by executing a new order form, in each case according to the pricing agreed between the Parties (or the pricing pre-agreed in the Order, if any). If Additional Purchases take effect during a Subscription Term, the Subscription Fees and the term therefore will be prorated to be coterminous with said Subscription Term.
- 1.2 Users, Account Setup. The Service may be accessed solely by Customer or its Affiliate's employees who are explicitly authorized by Customer to use the Service for the benefit of Customer (each, a "**User**"). In order to access the Service, Customer is required to set up an administrative account with Company by submitting the information requested in the applicable Service interface ("**Account**"), and each User may need to set up a user account (each, a "**User Account**", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall ensure that Users comply with the terms of this Agreement at all times and shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by a User. Any unauthorized access or use of the Service must be immediately reported to the Company.
- 1.3 Hosting. The Service is hosted by a third-party hosting services provider selected by Company (currently Amazon Web Services (AWS)) ("**Hosting Provider**"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

### 2. Support Services and Professional Services.

- 2.1 Company shall provide support and maintenance services in accordance with Company's then-current Service Level Agreement which will be provided to Customer upon request ("**SLA**"). The support and maintenance services may be performed by Company, a Partner, and/or Company's certified third-party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. The term Subscription shall include the services provided under the SLA and any Professional Services (as defined below).
- 2.2 If Customer has purchased the Subscription directly from Company, this Section 3.2 shall apply. In the event Customer wishes to receive any additional services from Company which are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services ("**Professional Services**"), Customer shall request same from Company in writing, and, subject to Company's agreement in its sole discretion, such Professional Services shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and

executed by both Parties (each, a “SOW”). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

**3. Subscription Fees.**

3.1 **Fees.** The Services are conditioned on Customer’s payment of the applicable fees as set forth in each Order (“Fees”). Unless expressly stated otherwise in the Order: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

3.2 **Suspension.** Company reserves the right to temporarily suspend provision of Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer’s breach of the Subscription Restrictions (as defined below); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service’s cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company’s control; or (d) as required by law or at the request of governmental entities.

3.3 **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company’s net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Order), shall be void and of no effect.

3.4 If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

4. **Subscription Restrictions.** As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following subscription restrictions (in whole or in part): (a) copy, “frame” or “mirror” the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company’s reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure ((a)-(j) shall be referred to collectively herein as the (“Subscription Restrictions”)

5. **Personal Data.** To the extent that in connection with its use of the Service, Customer needs to execute a data processing agreement (“DPA”), Customer shall request Company its DPA at [privacy@framesecurity.com](mailto:privacy@framesecurity.com) and return it signed. Customer shall not use the Service, nor permit any third party to use the Service, to: (a) send or facilitate the sending of unsolicited commercial communications or marketing messages (“spam”); (b) distribute, promote, or facilitate any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, or hateful; (c) distribute, promote, or facilitate any content relating to firearms, weapons, controlled substances, gambling, adult content, or child sexual abuse material; (d) violate any applicable law, regulation, or third-party right (including intellectual property, privacy, or publicity rights); or (e) engage in any activity that would expose Company to criminal or civil liability. Company reserves the right to suspend or terminate access to the Service in the event of any actual or suspected violation of this section.

6. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

**7. Intellectual Property Rights.**

7.1 **Service.** As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company with the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company’s intellectual property rights under any law.

7.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions, or the like)

regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback, shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8. **Customer Data.**

8.1 As between the parties, Customer owns and retains all right, title, and interest (including all intellectual property rights) in and to any data or information that originates, resides on, or is otherwise processed through Customer's systems and processed by Company in the provision of Service (the "**Customer Data**"). Customer hereby grants Company and its Affiliates a worldwide and non-exclusive license to access and use the Customer Data for Company's provision of the Service and related services and obligations hereunder, to prevent or address technical or security issues and resolve support requests, and/or to investigate when we have a good faith belief, or have received a complaint alleging, that Customer or any of its users provided Customer Data in violation of the terms of this Agreement and/or applicable law. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data.

8.2 Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Services by Customer ("**Account Data**") for its internal business purposes including to develop, improve, support, secure, and operate the Services and to fulfill legal obligations. Any anonymous, aggregated and/or de-identified information, which is derived from the use of the Service (i.e., metadata, aggregated, analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and which does not identify Customer ("**Analytics Information**") may be used for providing the Service, for development, benchmarks, track general industry trends, develop and publish white papers, reports and summaries and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

9. **Third Party Components.** The Service may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of any third party open source software and related open source licenses will be provided by Company upon request. If there is 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 the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

10. **Confidentiality.** "**Confidential Information**" means any information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to this Agreement that is marked as "confidential," or in some other manner to indicate its confidential nature. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser's of such required disclosure to enable Discloser's to seek a protective order or otherwise seek to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 9.

11. **Artificial Intelligence.** Company uses artificial intelligence (AI) tools and systems in the context of the provision of the Service provided hereunder. You acknowledge and agree that the technology used by Company to provide the Service is experimental, rapidly evolving, and may be subject to unexpected outputs and results. Any content or result produced by the Service is provided on an "AS-IS" and "AS-AVAILABLE" basis, without warranties of any kind. The output generated by the AI and Service may contain errors, omissions, inaccuracies, or content that does not accurately reflect real events, places, people, or facts. Customer understands and agrees that Company shall have no liability for any mistakes, inaccuracies, omissions, offensive material, or any decisions or actions taken by Customer based on the outputs or results generated by the Services or AI. Customer reliance upon such outputs is at Customer's sole risk and discretion. Customer is solely responsible for reviewing and verifying any content generated by the Service (whether AI-generated or otherwise) prior to relying on, sending, distributing, or otherwise using or implementing such content. Company disclaims any liability for consequences arising from Customer's failure to review or verify such content.

12. **DISCLAIMER OF WARRANTIES.** Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance, or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse, or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW,

THE SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICES WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 AND THIS SECTION 13, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. THE SERVICES PROVIDED BY COMPANY ARE ADVISORY IN NATURE AND THAT OUTPUTS GENERATED BY THE SERVICE, INCLUDING THOSE PRODUCED BY INTEGRATED ARTIFICIAL INTELLIGENCE OR THIRD-PARTY TOOLS, ARE FOR INFORMATIONAL AND TRAINING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS LEGAL, COMPLIANCE, OR SECURITY ADVICE; ALL RECOMMENDATIONS, CONTENT, AND CAMPAIGNS GENERATED OR DISTRIBUTED VIA THE SERVICE ARE FOR TRAINING AND AWARENESS PURPOSES ONLY, AND COMPANY DOES NOT UNDERTAKE OR GUARANTEE THAT THE SERVICE WILL PREVENT SECURITY INCIDENTS OR DATA BREACHES AND IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN BY CUSTOMER BASED ON SUCH OUTPUTS. THE COMPANY DISCLAIMS ALL LIABILITY ARISING FROM ANY SERVICE GENERATED CONTENT. THE CUSTOMER REMAINS SOLELY RESPONSIBLE FOR THE IMPLEMENTATION OF APPROPRIATE CYBERSECURITY MEASURES AND FOR ANY DECISIONS OR ACTIONS TAKEN BASED ON THE USE OF THE SERVICE. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

13. **LIMITATION OF LIABILITY.** EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 15 AND ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER): (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

14. **Indemnification.**

14.1 Company agrees to defend, at its expense, any third-party action or suit brought against Customer alleging that the Services, when used as permitted under this Agreement, infringe intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

14.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order(s) based on the remaining period of the corresponding Subscription Term(s).

14.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; or (ii) combination or use of the Services with equipment, devices, or software not supplied by Company.

14.4 This Section 15 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

15. **Term and Termination.**

15.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until all Orders or Partner Orders (as the case may be) expire or are terminated (the "**Term**"). In case Customer purchased the subscription directly from the Company, unless otherwise specified in the Direct Order, following such Initial Subscription Term, the Company shall notify the Customer of the subscription fees due for the next Subscription Term, and unless the Customer notifies the Company in writing of its intent not to renew the Subscription, the Order shall renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**").

15.2 **Termination.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach. Each Partner Order may be terminated in accordance with any termination rights specified therein.

15.3 **Effect of Termination; Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that are accrued as of termination, which become immediately due and payable, and if necessary, Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including "Intellectual Property Rights", "Disclaimer of Warranties", "Limitation

of Liability" and "Miscellaneous") shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

16. **Miscellaneous.** This Agreement, including the DPA (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach, shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Customer hereby agrees that (i) Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's website, presentations, marketing materials or otherwise; and (ii) Customer, to the extent requested by Company, shall use commercially reasonable efforts to positively address communications it receives from Company potential customers. Following the termination of this Agreement Customer may request Company to remove such customer reference. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be the State of New York, NY. The language of the arbitration shall be English. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (EST time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (EST time) and sender receives acknowledgment of receipt. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**Frame, Inc.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_