

ORCHID PLATFORM SUBSCRIPTION AGREEMENT

THESE TERMS AND CONDITIONS (the “**Agreement**”) CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND ORCHID SECURITY INC. AND ITS AFFILIATES (“**Orchid**”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. In any event, references herein to “**Customer**” means you or such entity (as the case may be).

By clicking the “I Accept” below or by otherwise installing or using any part of the Platform (as defined below), Customer acknowledges these terms and conditions and represents that it has fully read and understood, and agrees to be bound by, the following (the date of such occurrence being the “**Effective Date**”): (a) this Agreement; and (b) other supplemental terms and policies that this Agreement expressly incorporates by reference, and which are thereby made a part of this Agreement.

IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NEITHER CLICK “I ACCEPT” NOR INSTALL OR USE ANY PART OF THE PLATFORM.

The language of this Agreement and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions is hereby expressly agreed to be the English language. By entering into the Agreement, Customer hereby irrevocably and unconditionally waives any law applicable to Customer requiring that the Agreement be localized to meet Customer’s language or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

Orchid and Customer acknowledge that, notwithstanding the Customer clicking the “I Accept” button, the terms and conditions of this Agreement shall not apply, and shall not bind either Orchid or Customer, if Orchid (or an Orchid affiliate) and Customer have entered into a separate, non-electronic license agreement for the Platform.

The section and sub-section headings in this Agreement are for convenience of reading only and shall not be used or relied upon for interpretive purposes. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. By placing an Order (as defined below) with Orchid or subscribing through a marketplace, Customer agrees that the terms and conditions of this Agreement shall apply to and govern that Order or subscription through the marketplace

1. DEFINITIONS.

- 1.1 “**Affiliate**” means all entities which are controlling, controlled by or under common control with a party. For purposes of this Agreement, “control” means possessing, directly or indirectly, 50% of the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership or voting securities, by contact or otherwise.
- 1.2 “**Authorized Users**” means Customers’ designated users that are granted access to use the Platform on an individual basis.

- 1.3 “**Customer Data**” means data made available to Orchid by Customer which is processed by the Platform and is not personal information.
- 1.4 “**Documentation**” means the standard documentation and user manuals of the Platform made available to Customer.
- 1.5 “**Output**” means the Output Reports, data presented on the Platform’s dashboard and any feedback sent from the Platform.
- 1.6 “**Output Reports**” means reports generated through the use of the Platform and includes output concerning Customer’s systems.
- 1.7 “**Platform**” means the Orchid’s cloud platform and the on-premises agent, including all updates, upgrades, versions and modifications thereto, and the Documentation.
- 1.8 “**SLA**” means Orchid’s standard Service Level Agreement, as may be amended by Orchid from time to time at its sole discretion, provided that such updates do not materially degrade the support terms (when taken as a whole), which may be made available to Customer upon request.

2. **LICENSE GRANT, RESTRICTIONS, AND PROHIBITIONS.**

- 2.1 **License Grant.** The number of Customer’s applications that will be reviewed by the Platform will be set forth in one or more sales order (each, a “**Order**”) or otherwise agreed on the subscription terms through the marketplace, incorporating this Agreement by reference. Subject to the terms of this Agreement, Orchid hereby grants Customer a worldwide, royalty-free, non-exclusive, non-transferrable, non-sublicensable, revocable (in accordance with the terms of this Agreement) license to access and use the Platform and the Output and any Output Reports provided during the applicable Subscription Period (as defined herein), all of the foregoing solely for Customer’s internal business purposes.
- 2.2 **Authorized Users.** Each Authorized User shall receive a unique login and password or other form of personal authentication preventing unauthorized use, which shall be used by that individual only, and cannot be shared or used by more than one Authorized User at a time.
- 2.3 **License Restrictions.** Customer shall not, and shall not permit any third party on its behalf to: (i) resell, sublicense, lease, time-share or otherwise make a Platform available to any third-party other than its Authorized Users; (ii) attempt to gain unauthorized access to the Platform or disrupt the performance of the Platform; (iii) modify, copy or make derivative works based on the Platform (including any data provided and/or included therein); (iv) decompile, disassemble, reverse engineer or otherwise attempt to derive the Platform’ source code or underlying algorithms; (v) remove or alter any trademarks or other proprietary notices related to the Platform; (vi) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; or (vii) access the Platform to build a competitive product or service or copying its features or user interface.
- 2.4 **License Prohibitions.** Customer agrees not to use the Platform or permit the Platform to be used for the following purposes: (i) product benchmarking or other comparative analysis for any external use; (ii) to violate applicable laws; or (iii) propagate any virus, worms, Trojan

horses or other programming routines intended to damage the Platform or any systems or data.

3. **CUSTOMER DATA.**

- 3.1 **License to Customer Data.** Customer acknowledges that in order to use the Platform, it needs to provide Orchid with Customer Data. Accordingly, Customer hereby grants Orchid a royalty-free, fully-paid, irrevocable, non-exclusive license to use, process, display, copy and store the Customer Data in order to provide and administer the Platform and Output and any Output Reports for the benefit of Customer. Without derogating from the foregoing and for the avoidance of doubt, Customer is solely responsible for the backup of Customer Data and Customer alone can implement back up plans and safeguards appropriate for its requirements. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws, including, without limitation privacy laws, as to allow us to receive, transfer and use the Customer Data solely in order to use the Platform. Orchid may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Orchid's affiliates, subsidiaries, third party service providers and vendors as reasonably necessary to provide the Platform.

4. **SUPPORT SERVICES AND PROFESSIONAL SERVICES.**

- 4.1 **Support Services.** Orchid will provide support services ("**Support Services**") to Customer in accordance with Orchid's support terms as set forth in Orchid's then current SLA.

5. **FEES AND PAYMENT TERMS.**

- 5.1 **Fees.** All fees shall be as specified in the applicable Order or on the marketplace.
- 5.2 **Payment Terms.** Unless specified otherwise in an applicable Order, all payments of fees shall be made in USD within 60 days of the date of invoice. Except as expressly provided herein, all payments made hereunder are non-refundable and non-cancellable. If any amount owed by Customer under this Agreement is overdue by more than 5 days, Orchid may, without limiting any other rights and remedies it may have, suspend its performance under this Agreement until such overdue payment is made in full.
- 5.3 **Taxes.** All amounts payable by Customer under an Order hereunder are exclusive of all duties and taxes, including but not limited to sales, use, goods and services, excise or value added taxes and withholding taxes (collectively, "**Taxes**"), where applicable. Customer shall pay and bear all Taxes associated with this Agreement, excluding taxes based solely on Orchid's net income. Any withholding amount or deduction imposed on the payment to be made to Orchid shall be the sole responsibility of Customer and any payments or fees due to Orchid shall not be decreased in any manner by such withholding amount.

6. **PROPRIETARY RIGHTS; THIRD PARTY COMPONENTS.**

- 6.1 **Ownership by Orchid.** As between Customer and Orchid, Orchid is the sole owner of all intellectual property rights to all materials provided by Orchid hereunder, including the

Documentation, Platform (and any component therein) and any derivatives, improvements, enhancements, updates and upgrades thereof, Platform Data (as defined below) as well as Orchid's Confidential Information and Orchid's names, trademarks, trade names and logos, and Customer acknowledges that it has no rights thereto except as expressly set forth herein.

- 6.2 **Ownership by Customer.** Customer is and shall remain the owner of the rights to the Output, Output Reports, Customer Data, Customer Confidential Information, and any other materials it provides to Orchid in connection with the Platform.
- 6.3 **Platform Data.** Customer acknowledges and agrees that Orchid may collect and use system information and information about Customer's use of the Platform, including aggregated and anonymized Customer Data ("**Platform Data**"), and that Orchid shall own all rights title and interest in and to such Platform Data.
- 6.4 **Feedback.** Nothing in this Agreement or in the parties' dealings related to this Agreement will restrict Orchid's right to use, disclose, publish, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback. No Feedback shall be deemed Customer Confidential Information to the extent that such Feedback relates to Orchid's Platform and services. For the purposes of this Agreement, "**Feedback**" means any suggestion or idea for improving or modifying the Platform. There are no implied rights and all rights not expressly granted herein are reserved.
- 6.5 **Third Party Components and Sources.** The Platform may include third party software components and artificial intelligence and language-generation model that are subject to open source and/or pass-through commercial licenses and/or notices (the "**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Orchid may make available with the Platform a list of such Third Party Software and Third Party Software Terms and Notices, and will comply with any valid written request submitted by Customer to Orchid for exercising Customer's rights under such Third Party Software Terms and Notices. Orchid does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.
- 6.6 **Analytic Information.** Any anonymous information, which is derived from the use of the Platform (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Platform) which is not personally identifiable information and which does not identify Customer ("**Analytics Information**") may be used for providing the Platform, for development, and/or for statistical purposes. Such Analytics Information is Orchid's exclusive property.

7. **CONFIDENTIAL INFORMATION.**

- 7.1 **Confidential Information.** Each party agrees that "**Confidential Information**" includes, without limitation, all information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either designated as confidential at the time of disclosure or should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. For the avoidance of doubt, Orchid's Confidential Information includes all non-public product features and information regarding pricing of its products and services. The Receiving Party will only use the Disclosing Party's Confidential Information in connection with this Agreement and will not disclose it to any third party, except to the Receiving Party's and its Affiliates' employees, directors,

consultants, agents (collectively, “**Representatives**”) who have a need to know and are subject to non-disclosure obligations with terms no less restrictive than those herein. The Receiving Party shall remain liable for any acts or omissions of its Representatives with respect to the Disclosing Party’s Confidential Information.

7.2 **Exclusions.** The duties described in Section 7.1 will not apply to any information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party without restriction from a third party not known by the Receiving Party to be subject to restrictions on disclosure; or (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may also disclose Confidential Information if and only to the extent it is required to be disclosed by law or regulatory or court order, so long as, if permitted under applicable law, Receiving Party provides advance notice to the Disclosing Party as promptly as possible and reasonably cooperates with the Disclosing Party’s efforts to limit or obtain a protective order or other relief regarding such disclosure at Disclosing Party’s expense.

7.3 **Injunctive Relief.** Both parties hereby agree that the Confidential Information to be disclosed hereunder is of a unique and valuable character, that damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate and that such party agrees that the Disclosing Party has no adequate remedy at law. The parties further agree that the Disclosing Party shall be entitled to obtain injunctive relief (without the posting of any bond or other security) preventing the further use and/or disclosure of any Confidential Information in violation of the terms hereof.

7.4 **Return and Destruction.** Upon termination of this Agreement, the Receiving Party will, upon written request, promptly destroy or return the Disclosing Party’s Confidential Information and all copies thereof, provided that the Receiving Party shall not be obligated to erase Confidential Information contained in archived computer system backups in accordance with its security and/or disaster recovery procedures, provided further that any such retained Confidential Information shall continue to be protected by the confidentiality obligations of this Agreement.

8. **WARRANTY DISCLAIMER.**

8.1 **WARRANTY DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM ANY OUTPUT AND ANY OUTPUT REPORTS IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, ORCHID AND ITS THIRD-PARTY LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PLATFORM, REPORTS AND/OR PROFESSIONAL SERVICES. ORCHID DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES’ RIGHTS. ORCHID DOES NOT WARRANT THAT CUSTOMER’S USE OF THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE PLATFORM WILL BE ERROR-FREE OR SECURE OR THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER’S EQUIPMENT OR SOFTWARE CONFIGURATIONS, OR THAT THE PLATFORM IS DESIGNED TO MEET ALL OF CUSTOMER’S BUSINESS REQUIREMENTS, OR THAT THE PLATFORM WILL PREVENT ANY CYBER ATTACKS AND/OR CYBER BREACH IN CUSTOMER’S ENVIRONMENT.

- 8.2 Customer acknowledges and agrees that artificial intelligence and machine learning are rapidly evolving fields, and that, given the probabilistic nature of artificial intelligence and machine learning, use of the Platform may in some situations result in incorrect Output and/or the Output may not be unique across users and the Platform may generate the same or similar output for different users of the Platform. Customer is solely responsible and liable for evaluating and verifying (including without limitation by human review) the output as being suitable and appropriate for Customer's use. Company recommends that Customer carefully reviews, and vets the output before use or other implementation.

9. **INDEMNIFICATION.**

- 9.1 **Orchid Indemnity.** Orchid will indemnify and defend Customer and hold Customer harmless against all third party losses finally awarded by a court of competent jurisdiction or pursuant to a settlement agreement signed by Orchid arising from actions, proceedings, suits, claims or demands that may be brought or instituted against Customer by any third party that Customer's use of the Platform in accordance with the terms of this Agreement infringes such third party's intellectual property rights ("**Infringement Claims**"). Notwithstanding the foregoing, Orchid shall have no liability or obligation hereunder with respect to any Infringement Claim to the extent arising from or related to: (a) any use of the Platform not in accordance with this Agreement and the Documentation; (b) modifications, adaptations, alterations, or enhancements of the Platform not created by or for Orchid; (c) the combination of the Platform with items not supplied by Orchid or approved for use with the Platform by Orchid in the Documentation to the extent such claim would not have arisen but for the combination; or (d) Customer's continuing use of any version of the Platform after an update, modification or replacement of the Platform is made available to the Customer and Customer fails to implement within a reasonable period of time. If the Platform or part thereof becomes, or in Orchid's opinion may become, subject to an Infringement Claim or Customer's use thereof may be otherwise enjoined, Orchid may, at its option, either: (i) procure for Customer the right to continue using the Platform; (ii) replace or modify the Platform, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund, from either Orchid or Partner (as the case may be), the subscription fees prepaid for the unexpired term, if any, upon the destruction (and certification of destruction) of any Platform components in Customer's possession. This Section 9.1 states Orchid's entire liability and Customer's exclusive remedy for infringement.
- 9.2 **Customer Indemnity.** Customer agrees to defend, indemnify and hold harmless Orchid and its Affiliates and the respective officers, directors and employees from any third party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (i) Customer or its Authorized Users use of the Platform; (ii) the Customer Data infringes or violates any intellectual property rights, or any other proprietary right of a third party; and/or (ii) Customer's breach of its representations and warranties under this Agreement.
- 9.3 **Indemnification Procedure.** The indemnified party shall give the indemnifying party prompt notice of any claim, grant the indemnifying party sole control of the defense and/or settlement of any claim (provided that the indemnifying party shall not enter into any settlement that admits liability on behalf of the indemnified party or imposes any obligations on the indemnified party without the prior written consent of the indemnified party, other than payment of amounts indemnified hereunder or, in the case of an Infringement Claim, cessation of use of the allegedly infringing item) and provide reasonable assistance as requested by the indemnifying party at the indemnifying party's sole expense.

10. LIMITATION OF LIABILITY.

- 10.1 EXCEPT FOR EITHER PARTY'S WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS AND INDEMNIFICATION OBLIGATIONS: (A) IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTIES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, OR INTERRUPTION OF USE, LOSS OR INACCURACY OF DATA, LOSS OF, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, IN EACH CASE EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE MONETARY OBLIGATION AND LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EXCEED THE PAYMENTS, PAID OR PAYABLE BY CUSTOMER FOR THE PLATFORM THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE 12 MONTHS PRECEDING THE EVENT.

11. TERM; TERMINATION.

- 11.1 **Term.** The term of this Agreement shall commence on the Effective Date and continue until no Orders remain in effect hereunder, unless otherwise terminated as stated below (the "**Term**"). The subscription term under an Order (referred to therein as the "**Subscription Period**") shall be as set forth in such Order and if no such term is set forth, the subscription shall continue for 1 year from the effective date of such Order.
- 11.2 **Termination.** Either party may terminate this Agreement: (a) at any time, if the other party fails to cure a material breach of any of its obligations hereunder within 30 days after receipt of written notice, with the exception of Customer's failure to pay applicable fees, which must be cured within 15 days after receipt of written notice; (b) immediately upon written notice if the other party commits a non-remediable, material breach or (c) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.
- 11.3 **Effect of Termination.** Within 15 days after termination Customer shall irrevocably erase the Platform (if installed on-premise) and any Documentation made available to it by Orchid and all copies and portions thereof it may have in its possession, and shall, upon request by Orchid, provide written certification to Orchid that such erasure has been completed. In the event that this Agreement is terminated for Customer's breach, then all outstanding Orders shall be terminated immediately. In addition, upon any termination or expiration of this Agreement, the license granted to Customer under this Agreement will revert to Orchid and Customer will cease all use of the Platform. For the avoidance of doubt, termination of this Agreement for any reason shall not relieve either party from its obligation to pay the other any outstanding payments due under this Agreement. In addition, upon termination of this Agreement, Customer will lose all access to the Platform and to any Customer Data stored

within the Platform (if any). It is Customer responsibility to download the Customer Data prior to termination of this Agreement. Notwithstanding the foregoing, for a period of 30 days from the effective date of termination of this Agreement, Orchid will provide Customer, upon Customer's written request, with a reasonable opportunity to download the Customer Data at a time nominated by Orchid. Following such 30 days period, and upon Customer's written Orchid shall erase all Customer Data in its possession and control within 30 days after the expiration or termination of the Term. Orchid does not accept any liability for any termination of the use of the Platform or data that is deleted in connection thereto after such 30 day period.

- 11.4 **Survival.** Notwithstanding any termination of this Agreement, Sections, 1 (Definitions), 6 (Proprietary Rights; Third Party Components), 7 (Confidential Information), 9 (Indemnification), 10 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Survival), 12 (General Provisions), shall survive and continue to be in effect in accordance with their terms.

12. **GENERAL PROVISIONS.**

- 12.1 **Entire Agreement.** This Agreement (including all Orders) constitute the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related Customer-issued purchase orders, vendor forms, invoices, policies, confirmation or similar form, even if signed by the parties hereafter, will have no effect under this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Order, the terms of this Agreement will control unless otherwise explicitly set forth in a Order.
- 12.2 **Modification and Waiver.** No modification, consent or waiver under this Agreement will be effective unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, 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 **Assignment.** A party to this Agreement may not assign, delegate, or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Orchid may assign this Agreement in whole: (a) to its Affiliates; or (b) in connection with a merger transaction, change of control, sale of all or substantially all of assets, or any similar transaction of Orchid.
- 12.4 **Relationship of the Parties.** Customer and Orchid shall operate as independent contractors and not as partners, joint venturers, agents or employees of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether expressed or implied, or to bind the other party in any respect whatsoever.
- 12.5 **Export and Import Compliance.** Customer shall comply with U.S., Israeli, and all applicable import, export and re-export regulations, including but not limited to, any regulations of the Office of Export Administration of the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S.

agencies and the export control regulations of the European Union, to ensure that neither the Platform nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

- 12.6 **Use of Customer Name.** Orchid may use Customer's name, logo, and trademarks and refer to its relationship with Customer in its business development and marketing efforts.
- 12.7 **Force Majeure.** Except for payment obligations, neither party shall have any liability under the Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an event or circumstance outside the reasonable control of the party, including fire, storm, flood, earthquake, adverse weather conditions, pandemic, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions general strikes, lock-outs, industrial action or employment dispute not caused by or specific or limited to the affected party, protests, public disorder, general interruptions in communications or power supply, and denial of service attacks.
- 12.8 **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws rules. Each party irrevocably agrees that the courts of New York County, New York shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 12.9 **Notices.** All notices and demands hereunder shall be in writing and shall be delivered to the address of the Receiving Party referenced below (or at such different address as may be designated by such party by written notice to the other party). All notices or demands shall be served by personal service or sent by certified, registered or signed-for mail, return receipt requested, by reputable national or international private express courier, or by electronic transmission, with confirmation received, to the email address specified under the Order, and shall be deemed complete upon receipt.