

# KEYFACTOR

## End User License Agreement

This End User License Agreement (this “**Agreement**”) is a legal agreement between Keyfactor, Inc., a Delaware corporation (“**Vendor**”), and you, either as an individual, company or other legal entity (“**Customer**”), effective as of the date of the initial Order Form between the Parties (the “**Effective Date**”). Vendor and Customer may be collectively referred to herein as the “**Parties**” and each individually as a “**Party**.”

BY OPERATING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, CUSTOMER REPRESENTS THAT CUSTOMER PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER IS ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. IF CUSTOMER DECLINES TO ACCEPT ALL TERMS AND CONDITIONS SET FORTH HEREIN, CUSTOMER SHALL REFRAIN FROM OPERATING, DOWNLOADING, INSTALLING, REGISTERING, OPTING INTO OR OTHERWISE USING THE SOFTWARE.

### ARTICLE 1. DEFINITIONS

The following terms when used herein will have the meanings set forth below:

“**Affiliate(s)**” means any legal entity directly or indirectly controlling, controlled by, or under common control with a Party, for so long as such control lasts, where “control” means the direct or indirect ownership of more than 50% of the outstanding voting securities of an entity.

“**Aggregated Anonymized Data**” means aggregated and anonymized data derived from Customer’s use of the Software that is used by Vendor solely to improve the provision and operation of the Software.

“**Authorized User(s)**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Software and (ii) for whom access to the Software has been purchased by Customer hereunder. For Software that is specifically designed to allow Customer’s customers, suppliers or other third parties to access the Software to interact with Customer, such third parties will be considered “Authorized Users” hereunder.

“**Customer Data**” means information, data, and other content that is submitted, posted, stored, loaded or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software or otherwise to Vendor.

**“Applicable Data Privacy Laws”** means all worldwide data protection and privacy laws, rules, regulations, directives and governmental or data protection authority decisions applicable to the Customer Personal Data in question.

**“Documentation”** means user manuals, handbooks, guides, training materials and other written or visual materials or documentation relating to the Software provided by Vendor to Customer.

**“Hardware”** means physical devices, appliances, and units of machinery described in an Order Form, including all parts, elements, components thereof and accessories thereto.

**“Intellectual Property Rights”** means copyrights (including rights in software and computer source code), patents, trademarks, trade names, service marks, business names (including internet domain names), design rights, database rights, know-how, trade secrets and inventions, whether patentable or not, and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) in any jurisdiction worldwide.

**“Order Form”** means the applicable order form, quote, statement of work or other ordering document agreed to in writing between Customer and Vendor or a Vendor-authorized reseller for Customer’s purchase of the applicable Software, Hardware and/or Professional Services.

**“Customer Personal Data”** means any Customer Data relating to an identified or identifiable natural person or personal data as otherwise defined in Applicable Data Privacy Laws.

**“Professional Services”** means the training, implementation and implementation related services and similar services described in any Order Form.

**“Software”** means each software product/module of Vendor described in an Order Form.

## **ARTICLE 2. ACCESS & USE**

2.01 License Grant. Subject to Customer’s payment of fees and the license metrics set forth on the applicable Order Form, Vendor hereby grants Customer a revocable, non-exclusive, non-transferable, limited license to access and use the Software and Documentation solely (i) for Customer’s internal business purposes, (ii) during the applicable Subscription Term, and (iii) in accordance with the Documentation and this Agreement.

2.02 Use Restrictions. Customer shall not use the Software or Documentation for any purpose beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any person to: (a) copy, modify, or create derivative works of or improvements to the Software or Documentation, in whole or in part (provided that Customer may make a reasonable number of copies of the Documentation only for its internal use in connection with its use of the Software); (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available or commercially exploit the Software or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, make machine code human readable or otherwise

attempt to derive or gain access to any software component of the Software, in whole or in part; (d) remove any proprietary notices from the Software or Documentation; (e) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right or other right of any person, or that violates any applicable law, rule or regulation; (f) introduce, transmit or store malicious or harmful code in the Software; or (g) create, gather or use intelligence from or about the Software for a competitive offering.

2.03 Customer Responsibilities. Customer will be responsible for all uses of the Software and Documentation that arise out of Customer's direct or indirect provision of access to such Software and Documentation, whether or not Customer's provision of such access or use is permitted by this Agreement. Customer shall use commercially reasonable efforts to make all Authorized Users aware of this Agreement's provisions applicable to such Authorized User and cause Authorized Users to comply with such provisions. Customer will be liable for any violation of this Agreement by any Authorized User.

2.04 Vendor Review. For any Software that is not hosted by Vendor, upon Vendor's request but no more than once per calendar quarter, Customer will send Vendor a complete and accurate report identifying Customer's monthly usage of the Software for the prior 12-month period in a format reasonably specified by Vendor and in accordance with the license metrics set forth on the applicable Order Form, such as (i) the number of licenses and/or instances of the Software used by Customer, (ii) the number of environments in which Customer has used the Software and/or (iii) the number of digital certificates issued and/or managed by the Software. If such reports reveal that Customer's use of the Software has exceeded the scope of the license granted herein or on the applicable Order Form, Vendor shall invoice Customer and Customer shall pay Vendor for such excess use at Vendor's then current list price for such Software.

2.05 Professional Services. Vendor may provide certain Professional Services to Customer as set forth on an Order Form. Any such Professional Services will be provided in accordance with the Professional Services Terms and Conditions (<https://www.keyfactor.com/eula/professional-services-terms-and-conditions/>) incorporated herein by reference.

2.06 Hardware. Vendor may provide certain Hardware to Customer as set forth on an Order Form. Any such Hardware will be provided in accordance with the Hardware Addendum (<https://www.keyfactor.com/eula/hardware-addendum/>) to this Agreement incorporated herein by reference.

### **ARTICLE 3. ORDERING; PAYMENT**

3.01 Order Form. Customer and Vendor will enter into an Order Form describing the Software, Hardware, Professional Services, license metrics, fees, and/or other details relating to Customer's access to and use of the Software. All Order Forms will reference this Agreement and will become part of this Agreement once executed by both Parties. In the event of a conflict, the terms and conditions of each Order Form will take precedence over the terms and conditions of this Agreement, solely with respect to such Order Form.

3.02 Payment of Fees. Customer agrees to pay all fees in accordance with the pricing and terms set forth on the applicable Order Form. If Customer purchases Software through a Vendor-authorized reseller, Customer agrees that it will pay the reseller in accordance with the contract between Customer and the reseller.

3.03 Taxes. All fees payable under this Agreement are net amounts and are payable in full, in the currency specified in the Order Form, without deduction for taxes or duties of any kind. Customer will be responsible for all taxes and duties of any nature (including but not limited to sales, use and withholding taxes) levied by any governmental authority in connection with the sale or import of Software or Hardware or provision of Professional Services to Customer (collectively, “**Taxes**”), except for taxes based on Vendor’s net income or employees. If Vendor is required to pay any Taxes and/or fines, penalties or assessments as a result of Customer’s failure pay such Taxes, the amount of any payments so made, plus the expense of currency conversion (if applicable), shall be promptly reimbursed by Customer upon submission of Vendor’s invoice thereof.

#### **ARTICLE 4. REPRESENTATIONS AND WARRANTIES**

4.01 General. Each Party represents and warrants that it: (i) has the right, power, and ability to enter into and perform its obligations under this Agreement; (ii) has and will maintain all necessary rights to grant the rights and licenses that it has granted under this Agreement; and (iii) will perform its obligations under this Agreement in compliance with all applicable international, national, state, regional and local laws and regulations, including without limitation (a) all applicable export laws regarding the export or re-export of the Software, (b) all Applicable Data Privacy Laws, and (c) all applicable anti-bribery laws.

4.02 Disclaimer. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT OR IN THE APPLICABLE ORDER FORM, EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **ARTICLE 5. CONFIDENTIAL INFORMATION**

5.01 Confidential Information. From time to time during the term of this Agreement, either Party may disclose or make available to the other Party Confidential Information. For purposes of this Agreement, the term “**Confidential Information**” means (i) all business, technical, financial and other non-public information or data of the disclosing Party or its Affiliates that is directly or indirectly disclosed to or acquired by the receiving Party or any of its representatives in connection with this Agreement, regardless of how such information is conveyed (verbal, written, graphic, electronic, or any other form, or effected through inspection, review, or analysis by either Party) and (ii) any other information that a reasonable person would consider confidential or propriety information of the disclosing Party given the nature of the information and the circumstances of disclosure. Confidential Information is protected under this Agreement whether or not it is marked “confidential” or with other words of a similar nature. Confidential Information shall not include information that the receiving Party can establish with reasonable

evidence: (a) is or becomes publicly known without a breach of any obligation of non-disclosure by the receiving Party or its representatives; (b) is already known by the receiving Party or its representatives at the time of disclosure; (c) is obtained by the receiving Party or its representatives from a third party who is in lawful possession of such information and not under a duty of confidentiality to the disclosing Party; or (d) is independently developed by the receiving Party or its representatives without use of or reference to the disclosing Party's Confidential Information.

5.02 Treatment of Confidential Information. During the term of this Agreement and for five (5) years after the termination of this Agreement, each Party will (a) employ all reasonable measures to avoid the unauthorized use or disclosure of the other Party's Confidential Information consistent with the measures it uses for its own confidential information of the same or similar nature, (b) restrict access to the other Party's Confidential Information to its own representatives who need to know such information in connection with this Agreement and who are bound by equivalent confidentiality obligations, and (c) promptly notify the other Party if it discovers any unauthorized use or disclosure of the other Party's Confidential Information and reasonably cooperate with the other Party in its lawful efforts to prevent or remedy such use disclosure. Notwithstanding the foregoing, the rights and obligations set forth in this Article 5 shall apply to Confidential Information that qualifies as a trade secret (as defined by the Uniform Trade Secrets Act or similar trade secret law) for as long as and to the extent that such Confidential Information remains a trade secret in any jurisdiction worldwide.

5.03 Compelled Disclosure. Notwithstanding anything else herein, each Party may disclose Confidential Information in response to a valid order of a court or other tribunal of competent jurisdiction or authorized government agency. If not prohibited by law or regulatory authority, the receiving Party will provide reasonable notice to the disclosing Party before any such disclosure to permit the disclosing Party to seek to prevent or limit such disclosure.

5.04 Return or Destruction. On termination of this Agreement, the receiving Party shall, at the disclosing Party's written election, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, and/or destroy all such copies and confirm in writing to the disclosing Party that such Confidential Information has been destroyed.

## **ARTICLE 6. INTELLECTUAL PROPERTY OWNERSHIP**

6.01 Software. Vendor owns and will continue to own all right, title, and interest, including all Intellectual Property Rights, in and to the Software, Documentation, Aggregated Anonymized Data and any modifications, derivatives and integrations thereof and all concepts, methods, and know-how related thereto. Except for licenses expressly granted under this Agreement, nothing in this Agreement grants to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Software or Documentation, and Vendor reserves all rights not expressly granted to Customer herein.

6.02 Customer Data. Customer owns and will continue to own all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer hereby grants to

Vendor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, transmit, store, display and otherwise use Customer Data as may be necessary for Vendor to provide the Software and/or Professional Services to Customer.

6.03 Feedback. From time to time, Customer may choose to submit comments, suggestions, or other feedback to Vendor, including while receiving support or maintenance (“**Feedback**”). Feedback will be the sole and exclusive property of Vendor, and Vendor may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. No Feedback will be considered Customer’s Confidential Information.

## **ARTICLE 7. INDEMNIFICATION**

7.01 Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys’ fees) (“**Losses**”) incurred by Customer resulting from a claim by a third party (i) that the Software, or any use of the Software in accordance with this Agreement, infringes or misappropriates such third party’s Intellectual Property Rights (“**IP Claim**”) or (ii) arising out of Vendor’s gross negligence or willful misconduct. This Section 7.01 will not apply to a claim that arises out of (a) use or combination of the Software with data, software, hardware, equipment, or technology not provided by Vendor or specified in the Documentation; (b) use or modification of the Software outside the purpose, scope, or manner of use authorized by this Agreement; or (c) failure by Customer to implement any modification, update or replacement of the Software made available to Customer. If an IP Claim is made or appears possible, Vendor, at Vendor’s sole discretion, may: (x) modify or replace the Software so that it is non-infringing; (y) obtain the right for Customer to continue use of the Software; or (z) terminate this Agreement or the applicable Order Form in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

7.02 Indemnification By Customer. Customer shall indemnify, defend, and hold harmless Vendor from and against any Losses incurred by Vendor resulting from a claim by a third party (i) that Customer Data, or any use of Customer Data in accordance with this Agreement, infringes or misappropriates such third party’s Intellectual Property Rights or (ii) out of Customer’s gross negligence or willful misconduct.

7.03 Indemnification Procedure. Each Party (the “**Indemnified Party**”) shall (i) promptly notify the other Party (the “**Indemnifying Party**”) in writing of any claim for which it seeks indemnification under this Agreement, (ii) reasonably cooperate with the Indemnifying Party, and (iii) and allow the Indemnifying Party to exercise sole authority to control the defense and settlement of such claim, provided that the Indemnifying Party may not settle any claim that imposes liability on or an admission of guilt by the Indemnified Party unless the Indemnified Party consents to such settlement.

7.04 Sole Remedy. THIS ARTICLE 7 SETS FORTH CUSTOMER’S SOLE REMEDIES AND VENDOR’S SOLE OBLIGATIONS WITH RESPECT TO INFRINGEMENT OR

MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY THE SOFTWARE OR HARDWARE OR ANY ACCESS TO OR USE THEREOF.

## **ARTICLE 8. LIMITATION OF LIABILITY**

8.01 No Indirect Damages. Neither Party shall be liable for any indirect, consequential, incidental, exemplary, special, or punitive damages or any damages for loss of use, data, profits or business arising out of or in connection with this Agreement, whether or not such Party has been advised of the possibility of such damages. Vendor shall not be liable for the cost of substitute or replacement goods or services.

8.02 Limitation of Liability. EXCEPT WITH RESPECT TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS, (II) A PARTY'S BREACH OF ARTICLE 2 (ACCESS & USE) OR ARTICLE 5 (CONFIDENTIAL INFORMATION), OR (III) FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE SHALL EXCEED THE TOTAL AMOUNT PAID TO VENDOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT SHALL EXCEED ONE MILLION DOLLARS (\$1,000,000), INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGMENTS AND/OR REIMBURSEMENT OF COSTS.

## **ARTICLE 9. TERM AND TERMINATION; SUSPENSION**

9.01 Term and Renewal. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Agreement. The initial term of each Order Form executed pursuant to this Agreement begins on the effective date set forth in such Order Form and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the specified period described therein (the "**Initial Term**"). Each Order Form shall automatically renew pursuant to the terms of such Order Form, or if not stated therein, for a period of one (1) year following the Initial Term and each successive term thereafter (each, a "**Renewal Term**" and together with the Initial Term, collectively, the "**Subscription Term**") unless either Party gives the other written notice of termination at least sixty (60) days prior to expiration of the Initial Term or Renewal Term, as applicable. For any Renewal Term, unless the pricing on the applicable Order Form is designated as one-time:

(a) if the Renewal Term is a multi-year subscription, the per unit pricing during such Renewal Term will increase by 3% annually on a compounded basis; and

(b) if the Renewal Term is a one-year subscription, the per unit pricing for such Renewal Term will be an 8% increase over the pricing for the prior Initial Term or Renewal Term, as applicable.

9.02 Termination. In addition to any other express termination right set forth in this Agreement:

(a) Vendor may terminate this Agreement or, any Order Form, effective on written notice to Customer, if Customer breaches any of its obligations under Article 2 (Access and Use). Vendor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a termination in accordance with this Section 9.02(a).

(b) Either Party may terminate this Agreement or, any Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(c) Either Party may terminate this Agreement or, any Order Form, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.03 Effect of Termination. Upon termination of this Agreement, all licenses and rights granted under Section 2.01 will terminate and Customer will immediately cease all use of the Software and Documentation. Upon termination of any Order Form (but not the Agreement in its entirety), this Agreement will remain in effect and continue to apply to all then-outstanding and subsequent Order Forms.

9.04 Suspension. In addition to the other rights and remedies set forth herein, Vendor may suspend Customer's and any Authorized User's access to any portion or all of the Software if Vendor determines that (a) Customer breaches any of its obligations under Article 2 (Access and Use) or (b) Customer's or an Authorized User's access to or use of the Software is the source of a threat to or attack upon Vendor or any other client or vendor of Vendor. Vendor will immediately provide written notice of the suspension to Customer. Vendor will resume providing access to the Software immediately after it determines that the event giving rise to the suspension is cured. Vendor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a suspension in accordance with this Section 9.04.

9.05 Survival. All terms of this Agreement which by their nature are intended to survive termination of this Agreement will survive termination, including this Article 9 and Articles 1, 4, 5, 6, 7, 8, and 11. No other provisions of this Agreement will survive the termination of this Agreement.

## **ARTICLE 10. SECURITY; PRIVACY**



10.01 Security. Vendor has in place and will maintain throughout the term of this Agreement appropriate technical and organizational measures to ensure the security of the Software and protect Customer Personal Data against unauthorized or unlawful processing, damage or disclosure, details of which can be found at [Keyfactor Technical and Organizational Measures \(https://www.keyfactor.com/annex-ii-to-standard-contractual-clauses/\)](https://www.keyfactor.com/annex-ii-to-standard-contractual-clauses/).

10.02 Customer Personal Data. The Parties acknowledge and agree that Customer Personal Data processed hereunder will be limited to names, contact details, and online identifiers (e.g., IP addresses) necessary to fulfill the purposes of this Agreement, and Customer will not provide any other personal data or personal information (as such terms are defined in Applicable Data Privacy Laws) to Vendor. Vendor will process such Customer Personal Data only on (i) Customer's documented instructions under this Agreement and any separate data processing agreement or (ii) as required under Applicable Data Privacy Laws. Vendor will comply with all Applicable Data Privacy Laws in the processing of Customer Personal Data and enter into such additional documentation as the Parties deem reasonably necessary to comply with Applicable Data Privacy Laws.

## **ARTICLE 11. MISCELLANEOUS**

11.01 Entire Agreement. This Agreement, and any other documents incorporated herein by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements, written or oral, with respect to such subject matter. In no event shall any other provisions, terms or conditions set forth on any purchase order issued by Customer be binding on Vendor unless signed by a duly authorized representative of each Party. No amendment to, modification of, or waiver of rights under this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

11.02 Notices. All notices, claims, demands and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the applicable Order Form (or to such other address as a Party may designate by giving Notice in accordance with this Section 11.02). All Notices must be delivered by: (1) personal delivery by a nationally recognized overnight courier (with all fees pre-paid); or (2) via certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise expressly provided in this Agreement, a Notice is effective only: (a) upon receipt and acknowledgment by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.02.

11.03 Force Majeure. Neither Party will be liable to the other Party for any failure or delay in performing its obligations under this Agreement (except for Customer's payment obligations) due to causes beyond such Party's reasonable control, including but not limited to acts of God, communication line failures, power failures, natural or man-made disasters, war, terrorism, invasion, riot or other civil unrest, strikes, labor disputes, acts or failures to act of any governmental or regulatory body or public authority, including imposing an embargo, or declaring the implementation of a quarantine or the onset or resurgence of an epidemic or pandemic (any of the foregoing, a "**Force Majeure Event**"). The affected Party shall notify the

other Party in writing within ten (10) days after the beginning of any Force Majeure Event, provided that if a Party's performance under this Agreement is delayed for a period of thirty (30) consecutive days or more, either Party may, without any liability to the other Party, terminate this Agreement.

11.04 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. The Parties shall negotiate in good faith to modify such term or provision to achieve their original intent as closely as possible.

11.05 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio excluding its conflict of law rules. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, in each case located in the city of Cleveland and County of Cuyahoga, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.06 Assignment. Neither Party may assign this Agreement or any right under this Agreement, without the consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement with prompt written notice to the other Party in connection with the sale of all or substantially all its assets. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Vendor may engage any of its Affiliates or subcontractors to perform any of its duties under this Agreement, provided that Vendor remains primarily liable for the performance of its obligations hereunder and enters into written agreements with any such subcontractors that contain obligations relating to Confidential Information that substantially align with those undertaken by Vendor in this Agreement.

11.07 Export Regulation. The Software and Hardware uses software and technology that may be subject to export/re-export, sanctions, import and customs laws and regulations, including EU and U.S. sanctions and export regulations ("**Sanctions Laws**"). Customer agrees to comply with all applicable Sanctions Laws and shall not, directly or indirectly, export, re-export, release, or otherwise make available the Software, Hardware, or the underlying software or technology to or from any jurisdiction or country to which export, re-export, or release is prohibited by Sanctions Laws. Upon request, Customer agrees to provide Vendor with the destination of the end use of the Software and/or Hardware and location of all Authorized Users.

11.08 Waiver. A failure by either Party to exercise any rights, remedy, power, or privilege arising from this Agreement will not operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.09 Affiliate Adoption. A Vendor Affiliate and/or Customer Affiliate may adopt the terms of this Agreement by entering into an Order Form which references and incorporates this

Agreement. The Parties agree that the entities identified in any such Order Form adopt the terms of this Agreement as if they were the original contracting parties hereto.