RED SKY TECHNOLOGIES, INC.
TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement ("**Agreement**") is entered into between Red Sky Technologies, Inc. ("**RedSky**") and the individual or entity access to and use of the RedSky emergency call routing service Services ("**Customer**"). RedSky and Customer are each sometimes referred to as a "**Party**" and collectively, the "**Parties**." For the avoidance of doubt, references in this Agreement to Customer shall include Customer's users. Customer's users typically include employees, contractors, agents, consultants, and visitors of Customer who are authorized to use the Customer's telephony system ("User").

BY USING THE SERVICE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET OUT IN THIS TOS. IF YOU DO NOT HAVE AUTHORITY TO AGREE TO THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH ITS TERMS, DO NOT USE THE SERVICE.

1. The Service. Subject to the terms and conditions of this Agreement, RedSky shall provide Customer access to RedSky's emergency services (the "**Service**") identified in the Quote, which Service may include routing of emergency calls to the appropriate security team or Public Safety Answering Point, (PSAP), enabling tracking of VoIP phone locations for emergency purposes and providing notifications of 911 calls. The Service includes any RedSky software, proprietary agent, plug-in, or similar software which Customer may be required to download and install to use the Service. The Service is more fully described in the applicable Inclusion Sheet(s) provided with the Quote.

2. Fees and Invoicing. Fees are itemized in a separate written offer ("**Quote**") to Customer. All fees (whether recurring or non-recurring) and Additional Expenses due under this Agreement are to be paid in U.S. dollars and shall be due and payable 30 days after the invoice is sent. If Customer requires the use of a third party for invoice processing, Customer shall bear the cost and expense associated with such third party.

2.1. **Fees.** RedSky, or its authorized reseller, will invoice Customer for the annual license subscription fees upon Service Activation (defined below). The date of the initial invoice will start the annual license subscription period, which is billable annually in advance, and which date shall be the anniversary date for Service. At the end of each paid subscription period, Customer shall have the option to modify the Service by providing written notice to RedSky. Customer may add to the Service at any time by requesting a price Quote and issuing either a signed price Quote, a Purchase Order referencing the price Quote, or other ordering document. A minimum fee may be required and presented in a price Quote.

2.2. **Service Activation.** Upon execution of this Agreement and RedSky's receipt of either a signed price Quote, a Purchase Order referencing the price Quote, or other ordering document, RedSky will establish an account for Customer in the Service and deliver login credentials to the Customer. Establishment of an account and delivery of the login credentials constitutes "**Service Activation**." The Service Activation process is more fully described in the applicable Deployment Service Inclusion Sheet.

2.3. **Additional Expenses.** Customer is responsible for and shall pay RedSky for Additional Expenses. Additional Expenses include ERC Expenses and Call Overage Charges. **ERC Calls:** Each call that is routed to the emergency response center ("ERC") will incur a usage charge to Customer as detailed in the Quote ("**ERC Expenses**"). An ERC is an external call center contracted by RedSky, staffed by trained and certified professionals that receive emergency calls which cannot be connected to the appropriate PSAP due to incomplete or missing location data. RedSky will notify Customer of any ERC calls and associated ERC Expenses within 24 hours of such call and RedSky will invoice Customer monthly for all ERC Expenses. Alternatively, for ERC Expenses, Customers may pre-purchase ERC calls as blocks of ten (10) calls which will be held in an account for the Customer and each ERC call will be deducted from the Customer's bank of ERC calls. **Overage Calls:** Each call that exceeds the number of calls in a purchased per call package is an overage call and each overage call will incur a usage charge to Customer as detailed in the Quote ("**Call Overage Charge**"). RedSky will invoice Customer monthly for all Call Overage Charges. Additional Expenses shall be paid within thirty (30) days from the date of the invoice.

2.4 **Taxes.** Amounts payable by Customer do not include local, state, or federal sales, use, value-added, or other taxes, or tariffs of the United States of America or other countries based on the licenses or services provided under the Agreement or Customer's use thereof. Customer shall pay all such taxes or tariffs as may be imposed upon RedSky or Customer, except income or similar taxes imposed on RedSky by the United States of America or any state or local government therein. Customer will be invoiced for, and Customer shall pay, any such taxes or tariffs if RedSky is required to pay them on Customer's behalf unless in advance of the delivery of software or services, Customer provides RedSky with a valid exemption from the applicable taxing authority.

2.5 **Fee Disputes**. If Customer disputes any portion of an invoice, Customer shall provide written notice to RedSky, or its authorized reseller, of such dispute within fifteen (15) days from the invoice date. Customer agrees to work in good faith to promptly resolve any dispute and shall pay the agreed upon amount within fifteen (15) days following the date of resolution.

2.6 **Unpaid Invoices and Fees**. Undisputed amounts remaining unpaid for sixty (60) days beyond the date payment is due will accrue interest at the rate of one and one-half (1 ½%) per month, or at the maximum rate permitted by applicable law, whichever is less, on the unpaid amount. Customer shall reimburse RedSky for all expenses incurred by RedSky in exercising any of its rights under the Agreement or applicable law with respect to a default in payment or other breach of the Agreement by Customer, including reasonable attorney fees and the fees of any collection agency retained by RedSky.

3. Proprietary Rights

3.1. **RedSky Reservation of Rights**. The Service (including all associated computer software, proprietary agent, plug-in, or similar software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of RedSky and its licensors and are protected by applicable intellectual property laws. RedSky owns all voluntary feedback regarding the design or operation of the Service (except for the Customer Data) provided to RedSky by Customer, Users, or others in connection with the Service. Except for the rights expressly granted to Customer in this Agreement, all rights in and to the Service and all the foregoing elements thereof are and shall remain solely owned by RedSky and its respective licensors.

3.2. **Software License & Restrictions**. Subject to the terms of this Agreement, RedSky grants Customer a limited, non-exclusive, non-sublicensable and non-transferable license to use the Service. The Service includes any RedSky software, proprietary agent, plug-in, or similar software which Customer may be required to download and install to use the Service. Customer may not nor allow a third party to, sell, transfer, assign, distribute, or make the Service available to any third party, use, copy, modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Service, or create derivative works of the Service except in accordance with: (i) this Agreement; or (ii) Customers standard backup procedures; or, (iii) as legally required for interoperability purposes.

4. Documentation. Customer recognizes and agrees that: (i) the Documentation is the property of RedSky or its licensors and is protected by copyright, trademark, and other intellectual property laws; (ii) Customer does not acquire any right, title, or interest in or to the Documentation except the limited and temporary right to use it as necessary for Customer's use of the Service; (iii) Customer will not remove, obscure or alter any proprietary notices or labels on the Documentation, the Service or any material made available by RedSky. "**Documentation**" means all instructions, information manuals, user guides, and other information whether in printed or electronic form, relating to the use and operation of the Service.

5. Responsibilities

5.1. **Customer Obligations and Ownership Rights**. Customer agrees that RedSky's obligation to provide the Service is expressly conditioned on Customer's performance of all its obligations under this Agreement including Customer's obligation to make payment of all amounts due under this Agreement in accordance with the terms of Section 2. Customer retains all right, title, and interest in and to Customer's data ("**Customer Data**"). Customer represents that it has acquired all necessary consents and has the right to authorize and hereby does authorize RedSky to collect, store, and process Customer Data subject to the terms of this Agreement. Customer consents to the storage and retention, in RedSky's database, of Customer Data including telephone numbers, location records, and email addresses (if applicable). Customer further consents to the transmission of said data in connection with the routing of Customer emergency calls. RedSky may use Customer Data to (i) provide the Service, and (ii) derive statistical data.

5.2. **Intended Use**. Customer shall use the E911 Anywhere Service solely for its internal business purposes and will use and will undertake to cause its Users ("User" means the Customer's user typically an employee, agent, or visitor that uses the Customer's telephony system) to use the Service, the user interface, and any API only for the purposes of maintaining and updating dispatchable locations of users and devices, and for routing Customer emergency calls and for no other purpose. Customer shall use the Horizon Assist Service solely for its internal business purposes and will use and will undertake to cause its employees to use the Service only for the purpose of routing emergency calls to the appropriate PSAP in the United States and Canada by providing, via the user interface or API, the emergency location and for no other purpose.

The provision of Service is NOT TO BE CONSTRUED AS CREATING A PHYSICIAN-PATIENT RELATIONSHIP and RedSky will not be deemed to have responsibility or ultimate authority over the care, diagnosis, or medical or clinical decisions of Users.

Use of the Service for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination.

5.3. **Accurate and Complete User/Device Location Data.** Customer expressly acknowledges that it is solely Customer's responsibility to enter correct, complete, and current User information, including location data into the Service. RedSky will provide Customer access to the Service through the user interface or API. Customer expressly acknowledges that it is solely Customer's responsibility to update such information promptly, especially in response to changes in registered locations, via the user interface or API. User location data will be as specific as possible to provide emergency personnel the information they require. Customer acknowledges and understands that failure to maintain the current, correct, and complete address and location data in the Service will result in misdirection of Customer's emergency calls and delay in the provision of emergency services.

5.4. **Connectivity and Required Facilities and Networks**. Customer is responsible for providing, at its cost, all facilities, network connections and trunks required to operate with and interconnect to the Service and user interface. Customer is responsible for regularly monitoring and managing its networks and equipment and undertakes to cause its Users to regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity to the Service. Customer will promptly notify RedSky Technical Support by email (with delivery receipt of such email), or voice call for resolution of any connectivity issues that may arise.

5.5. **User/ Support.** Customer's support staff will be the primary point of contact for and will address all issues raised by Users. Customer's designated personnel may contact RedSky for issues such as technical support related to call delivery or User provisioning and User configuration updates.

5.6. **ERC Calls.** An emergency call that cannot be immediately connected to the appropriate PSAP due to incomplete or missing User location data (e.g., a phone number not mapped to a location, a phone not found by network discovery, or a MyE911 user that did not set a location) will be routed to an emergency response center ("**ERC**"). The ERC is a 24x7x365 call center, contracted by RedSky, staffed by trained emergency services operators that provides a failsafe option to manually process User emergency calls. Calls that are routed to the ERC will be answered by trained emergency services operators and to the extent possible routed to the appropriate PSAP based on the location information communicated by the caller. For the Horizon Assist Service, ERC Call expenses are included

at no cost to the Customer as part of their subscription for such service, so long as the Customer has attempted to pre-provision and validate the User location data through the user interface or API, prior to sending the emergency call for delivery by RedSky.

5.7. **Compliance with Laws**. Each Party agrees to comply with the laws, rules, and regulations applicable to performance of its obligations under this Agreement. It is the Customer's responsibility to ensure that it is compliant with any laws, rules and regulations related to emergency calling, including any federal, state, or local statutory or regulatory requirements; and RedSky specifically disclaims any such obligation. In the event that service limitations or requirements different than those stated in this Agreement are, in RedSky's reasonable opinion, necessary or advisable based on RedSky's interpretation of currently evolving emergency calling service laws, rules and regulations, Customer agrees to negotiate modifications to the Agreement as requested by RedSky, and if agreement respecting the same cannot be reached, RedSky may terminate the Agreement without liability.

5.7.1. **Data Privacy**. To the extent applicable to 911 service providers, the Parties recognize and shall abide by all applicable Privacy Laws in connection with the operation of the Service. "**Privacy Laws**" includes all U.S. and Canadian laws, treaties and regulations regarding consumer data protection and privacy. RedSky does not, under any circumstance, sell any Customer Data collected through the RedSky Service and unless provided otherwise in this Agreement, upon termination of this Agreement all Customer Data is destroyed by RedSky.

5.7.2. **CCPA/CPRA Compliance.** RedSky is a service provider under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100, et seq.) (the "**CCPA**") and the California Privacy Rights Act, 2020 ("**CPRA**"). RedSky shall not retain or use the personal information of a California resident except for the purpose of performing the Service specified in the Agreement. RedSky shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as "consumers" under the CCPA) to another business, person, or third party for monetary or other valuable consideration. RedSky shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Service specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. RedSky shall notify Customer of any verifiable consumer request within two (2) working days of receiving it and shall assist Customer with meeting its CCPA and CPRA compliance obligations and responding to CCPA/CPRA related inquiries. RedSky certifies that it understands and will comply with the restrictions of this Section.

6. Warranty.

6.1. **RedSky's Limited Warranty**. RedSky warrants to Customer that the Service described herein will operate in material conformance with the product specifications in the applicable Inclusion Sheet(s). If it is determined that the Service does not operate in material conformance with the product specifications set forth in the Inclusion Sheet(s), RedSky will undertake good faith efforts to cure the nonconformity. Customer's only remedy in the event of material nonconformity in the Service, or for breach of any warranty is, at RedSky's option, to either (i) repair the Service, or (ii) provide Customer with a pro-rated refund of any prepaid fees from the period of non-conformance.

6.2. **WARRANTY DISCLAIMERS**. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, REDSKY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. RedSky does not warrant that the Service will perform without error or that it will run without immaterial interruption. RedSky makes no warranty and will have no responsibility for any claim arising out of: (i) a modification of the Service(s) made by anyone other than RedSky unless RedSky approved such modification in writing; or (ii) use of the Service in combination with any operating system not authorized in the Documentation or product specifications.

7. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL REDSKY'S AGGREGATE LIABILITY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EXCEED AMOUNTS PAID OR DUE BY CUSTOMER TO REDSKY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO LIABILITY FOR NEGLIGENCE AND EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

7.1. CUSTOMER ACKNOWLEDGES THAT REDSKY WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY REDSKY OR THE ERC TO CORRECT ANY USER EMERGENCY CALLS THAT ARE ROUTED TO THE ERC, INCLUDING BUT NOT LIMITED TO, THOSE THAT ARE A RESULT OF INCOMPLETE OR MISSING USER LOCATION DATA; THOSE THAT ARE A RESULT OF INTERRUPTIONS IN THE VOICE CONNECTIVITY BETWEEN THE END USER'S PBX/CALL SERVER AND THE ERC, OR THOSE WHICH THE ERC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE THE ERC WITH VALID OR CORRECT INFORMATION REGARDING THEIR LOCATION.

8. Limitations of the Service. RedSky has advised Customer that the Service is used to route emergency calls and that there are limits on the delivery of calls.

8.1. RedSky has advised, and Customer acknowledges that Customers/Users may not be able to place 911 or other emergency calls using the Service:

8.1.1. During any disruption of power at the Customer's or a User's location;
8.1.2. During any disruption of internet connectivity to the Customer's or a User's location;

8.1.3. During any period in which the Customer's or a User's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer or a User, as applicable, for any reason (including suspension or cancellation for failure to pay or their default);
8.1.4. During any period of Service outage or failure beyond RedSky's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of RedSky or its third-party suppliers);
8.1.5. If Customer's, or a User's, equipment fails to function, is not properly configured or is defective.

8.2 RedSky has advised, and Customer acknowledges, that 911 calls may not be properly routed, if Customer/User attempts a 911 call from a location different from the Customer's/User's then-current address stored in the Service; or if incorrect or invalid Customer/User address information is provided or if such information is not updated by the Customer/User in the event of a change in their location;

8.3 RedSky shall route every 911 VoIP or emergency call either with the enhanced location data provided by Customer/User to the appropriate security team, PSAP or ERC, subject to any limitations that are: (a) described in this Agreement, (b) established by the PSAPs themselves or connectivity to a PSAPs, or (c) that present circumstances outside of the RedSky's commercially reasonable control. Customer will advise all individuals who may have occasion to place calls using the Service of the limitations described in this Section.

9. Indemnification.

9.1. **Customer Indemnification**. Customer will indemnify, defend, and hold harmless RedSky, its affiliates and their respective directors, officers, employees, and agents from and against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising or resulting from any breach by Customer of Section 3 (Proprietary Rights) or Section 5 (Responsibilities).

9.2. **RedSky Indemnification**. RedSky shall indemnify and defend, or at RedSky's sole option settle any Claim against Customer arising out of an allegation that the Service as provided hereunder infringes on any U.S. patent, or copyright, or misappropriates a trade secret. If (a) any aspect of the Service is found or, in RedSky's reasonable opinion is likely to be found, to infringe upon or misappropriate the United States intellectual property rights of a third party or (b) the continued use of the Service is enjoined, then RedSky will promptly and at its own cost and expense, at its option: (i) obtain for Customer the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, RedSky determines in good faith that options (i) - (iii) are not feasible, RedSky will upon written notice to Customer, terminate this Agreement, remove the infringing items, cancel access to the Service and return to Customer the balance of any prepaid annual license subscription fee. RedSky shall have no obligation or liability for any Claim pursuant to this Section to the extent such Claim arises from or is related to: (i) the combination, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by RedSky to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service; or (iii) use of the Service other than as permitted under this Agreement or for a purpose or in a manner for which the Service was not designed; (iv) use of the Service after receiving notice of a claim that it infringes the rights of a third party.

9.3. **Indemnification Process**. The indemnifying party's obligations are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. The remedies set forth in this Section 9 are Customer's exclusive remedy for Claims of infringement or misappropriation of an intellectual property right.

10. Confidential Information.

10.1. **Definition**. "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, the Service, and either Party's business and marketing plans, technology and technical information, product designs, reports, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

10.2. **Protection**. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind, but in no event using less than reasonable care. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

10.3. **Upon Termination**. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by

applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

11. Term And Termination; Suspension

11.1. **Term**. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Customer or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Service under an applicable Quote will begin as set forth in such Quote and shall continue for the contract period specified therein ("Initial Term"). Thereafter, such Quote will renew for subsequent terms of one (1) year ("Renewal Term") unless either Party notifies the other of its intent not to renew sixty (60) days before the beginning of the next Renewal Term. Customer shall be notified at least ninety (90) days in advance of any Renewal Term. Together the Initial Term and the Renewal Terms of the Quote shall be the term ("Term"). RedSky reserves the right to increase its fees in any Renewal Term by three percent (3%).

11.2. **Termination**. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. Further, RedSky may terminate this Agreement by written notice, effective immediately, in the event of any breach by Customer of Section 3 (Proprietary Rights). RedSky may terminate this Agreement by written notice, effective in ten (10) days if Customer's hardware or software is not compatible with the Service unless Customer first cures the incompatibility.

11.3. **Effect Of Termination**. Termination of this Agreement by either Party will not release Customer from any obligation to pay any and all fees and Additional Expenses that accrued prior to the effective date of termination. On the effective date of termination RedSky shall be entitled to cancel Service to Customer and all accrued fees and Additional Expenses shall be immediately due and payable. If Customer terminates for cause, RedSky will refund the pro-rated balance of the annual license subscription fee paid in advance for all months beyond the month of termination, provided that such refund shall be Customer's sole and exclusive remedy.

11.4. **Suspension**. RedSky may temporarily restrict Customer's or a User's, access to the Service, or any portion thereof, effective immediately if RedSky reasonably believes that the Customer or a User Abused the Service or associated technical support resources ("**Abuse**" shall include any use not contemplated by this Agreement or which disrupts the normal operation of the Service for RedSky or its other Customers). RedSky may restrict a User's access to the Service by written notice, effective in ten (10) days, if User engages in any activity that would be a material breach of this Agreement if Customer engaged in that activity, unless the breach is cured within the ten (10) day period.

11.5. **Survival**. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

12. Maintenance and Support. Maintenance and support is provided in accordance with RedSky's then-current Maintenance and Support Policy.

13. General Provisions

13.1. **Export Law Controls; Export Assurance Declaration**. Customer will comply with all export and re-export laws, restrictions, and regulations (the "**Export Requirements**") imposed by the governments of the United States or the country to which the Service is delivered to Customer. Customer will not commit any act or omission that will result in a violation of any Export laws, regulations, or restrictions. Customer will comply in all respects with any governmental laws, orders, or other restrictions on the export of RedSky or its licensor's Service (including any related information and documentation) that may be imposed from time to time by the government of the United States or the country to which the RedSky or its licensor's Service is delivered. This Section will survive the expiration or termination of the license or this Agreement.

13.2. **Force Majeure**. Except with regard to any obligation to pay money hereunder, neither Party will be liable for any delay or interruption in the performance of its obligations under the Agreement or losses resulting therefrom, due to any act of God, strikes, lockouts, riots, acts of war or insurgency, acts of terrorism (including cybersecurity attacks and hacking), acts of sabotage, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, disruption of internet connectivity, inability to secure materials, earthquakes, floods, storms or other disasters, or any other cause beyond the reasonable control of the Party delayed. If any such contingency does occur the time to perform an obligation under this Agreement affected thereby will be extended by the length of time such contingency continues.

13.3. **Notice**. All notices under this Agreement, including notice of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail return receipt requested; or (ii) a nationally recognized overnight delivery service (such as Federal Express) to the addresses included in the signature block.

13.4. **Assignment**. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

13.5. **Governing Law**. This Agreement is governed by the laws of the Delaware.

13.6. **Attorney's Fees**. The prevailing Party shall be awarded reasonable attorney's fees and costs in any litigation related to this Agreement.

13.7. **Severability**. If any provision of this Agreement will be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law and the remaining provisions of the Agreement shall continue in full force and effect.

13.8. **Waiver**. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of any default or breach of this Agreement will constitute a waiver of any prior or subsequent default or breach of this Agreement.

13.9. **Third Party Beneficiaries**. This Agreement will not create any third-party beneficiary rights or benefits to parties other than Customer except as may be specifically stated herein.

13.10. **Conflicts**. In the event of any conflict between this Agreement, the Purchase Order, and the Quote, the terms and conditions contained in this Agreement will control, followed by the terms and conditions of the Quote. If Customer issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and Customer's internal use only and none of the terms and conditions will modify the terms and conditions of this Agreement or affect the obligations of RedSky to Customer as set forth in this Agreement.

13.11. **Entire Agreement.** This Agreement, together with all schedules, exhibits, riders, attachments, addenda, documents referenced herein and any amendments which are hereby incorporated by reference, constitute the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may not be modified, amended, supplemented, or otherwise changed in any manner unless done so in a subsequently dated writing signed by officers of both Customer and RedSky. RedSky authorized resellers do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on RedSky.

13.12. **Headings, Counterparts and Corporate Warranty**. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of such paragraph. This Agreement may be signed in counterparts which together shall form a single agreement as if the Parties had executed the same document. Each Party represents and warrants that (i) such Party has the authority to execute and perform all obligations under this Agreement; and (ii) entering into this Agreement does not violate any agreement or obligation existing between such Party and any third-party.