



## ORKA PLATFORM TERMS OF SERVICE

THIS **ORKA PLATFORM TERMS OF SERVICE** (THE “**AGREEMENT**” or “**TERMS**”) IS MADE BETWEEN YOU AND MACSTADIUM, INC., (“**ORKA**” OR “**MACSTADIUM**” OR “**WE**” OR THE “**COMPANY**”). PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF AGREEMENT BEFORE ACCEPTING, AND/OR BEFORE REGISTERING FOR THE SERVICE. BY REGISTERING, ACCESING OR USING THE SERVICE (AS DEFINED BELOW), YOU HEREBY: (I) ACCEPT AND AGREE TO THESE TERMS; AND (II) REPRESENT THAT YOU ARE ACTING ON BEHALF OF A COMPANY, ORGANIZATION OR ENTITY, AND THAT YOU ARE AUTHORIZED TO BIND SUCH COMPANY, ORGANIZATION OR ENTITIY TO THE TERMS AND CONDITIONS SET FORTH HEREIN. ORKA AND YOU MAY BE REFERRED TO IN THIS AGREEMENT, INDIVIDUALLY, AS “**PARTY**” AND, COLLECTIVELY, AS “**PARTIES**.”

### 1. THE SERVICE.

1.1. Orka Platform is a subscription service (the “**Service**”) comprised of various tools and Orka proprietary software, providing you with a new virtualization layer for Mac build infrastructures based on Docker and Kubernetes technology. Orka lets you orchestrate macOS in a cloud environment using Kubernetes on genuine Apple hardware hosted by Amazon Web Services as set forth in the applicable order form.

1.2. Subject to the terms and conditions of this Agreement, and solely during the Subscription Term (as defined below) you will be granted with a non-exclusive, non-transferable, limited and fully revocable right to use the Service solely for your internal use on a cloud hosted by Amazon Web Services (“**Cloud Platform**”) (according to certain limitations that may be set forth by Orka at its sole discretion), and as set forth in the applicable order form.

### 2. RESTRICTIONS ON USE. Except as expressly permitted by this Agreement, you shall not, nor permit anyone else to, directly or indirectly:

- 2.1. allow others to access or use the Service;
- 2.2. attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, databases, algorithms, file formats, programming or interoperability interfaces of the Service;
- 2.3. modify, convert, alter, change, manipulate, divide, part or revise the Service, or any part thereof;
- 2.4. assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent, or use the Service in any service bureau arrangement, facility management or third-party training, or otherwise share your rights under this Agreement with any third party;
- 2.5. circumvent, disable or otherwise interfere with security-related features of the System or features that enforce limitations on its use;
- 2.6. delete or in any manner remove or alter our trade names, copyright, trademarks, service marks, logos, domain names, and other distinctive brand features and notices;
- 2.7. use the Service to transmit, distribute, or otherwise make available through or in connection with the Service, any computer code, artifact, component or any software to any third party which is not you or your affiliate;
- 2.8. transmit any malicious code, viruses, worms or other items of a destructive or deceptive nature into or in connection with the Service;
- 2.9. use the System in a manner that is not in compliance with the Documentation and/or with Orka's specific instructions;
- 2.10. export any underlying software of the Service in violation of export administration regulations of the United States or any other applicable country; and

- 2.11. use the Service for any purpose or in any manner involving 'Protected Health Information' under HIPAA if you are (or become) a 'Covered Entity' or 'Business Associate' under HIPAA.

### 3. **SUBSCRIPTION TERMS; SUBSCRIPTION FEES; MAINTENANCE.**

3.1. **Subscription Terms.** To commence use of the Service you shall accept the terms herein and the commercial terms of the respective subscription set forth in an order form (the “**Subscription**”), including selection of the Cloud Platform to store your Customer Data and use the Service, the estimated data usage (for both storage and transit), number of servers of Orka Platform, the effective date of the Subscription, as well as any other information relating thereto. The “**Subscription Term**” for that certain Subscription shall be set forth on an order form.

3.2. During the Subscription Term, a Subscription entitles you to: (i) access and use the Service under the terms and conditions set forth herein; and (ii) Service Level Agreement based support as shall be defined in the applicable order form (the “**Maintenance**”).

3.3. **Fees.** The Subscription fees shall be in accordance with Orka’s then current fees, as shall be specified in the applicable order form or as may be offered through the AWS marketplace from time to time. The order form or offer through the AWS marketplace will specify the fixed fees associated with the Subscription (“**Fixed Fees**”), as well as fees in connection with the anticipated data usage throughout the Subscription Term (the “**Usage Fees**”, and together with the Fixed Fees, the “**Fees**”). The Fees shall be paid in advance at the beginning of the Subscription Term, unless agreed otherwise in writing by Orka. To the extent the actual data usage exceeds the anticipated usage, you will be obligated to pay additional Usage Fees, to cover the then anticipated data usage throughout the remaining Subscription Term. Orka reserves the right to modify the Fees at any time, upon 30 days prior written notice, which notice may be provided by e-mail or via the Service; such new prices shall not apply for an active Subscription during the then-active Subscription Term.

3.4. **Taxes.** All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. You will pay all taxes and duties assessed in connection with this Agreement by any authority, except for taxes payable on Orka's net income. If any such tax or duty must be withheld or deducted from any payment made by you under this Agreement, you shall gross-up such payment by an amount that will ensure that after applying the required withholding or deduction, Orka shall receive an amount equal to the payment otherwise required by it.

3.5. **Trial Version.** We may offer a free trial subscription to the Service (“**Trial Version**”). The Trial Version, if any, shall commence on the date that we issue you with the login credentials and the applicable access to the Service and will conclude at a time and date specified by Orka at its discretion (the “**Trial Period**”). In addition, the Trial Version shall grant you the ability to use an amount of data (for both storage and transfer) and system resources as shall be defined by us at our sole discretion and may be limited to the Cloud Platform (as shall be indicated by Orka at its sole discretion). You acknowledge and agree that the terms of this Agreement are applicable and binding upon you during the Trial Period and that: (i) to the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to Trial Version, including any warranty and indemnity obligations; and (ii) we reserve the right to terminate your right to use the Trial Version during the Trial Period at any time and for any reason in our sole discretion, without any liability to you.

### 4. **ORKA’S INTELLECTUAL PROPERTY RIGHTS.**

4.1. For the purpose of this Agreement, “**Intellectual Property Rights**” shall mean any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, modifications or corrections thereto, including all derivative works thereof, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

4.2. All right, title, and interest in and regarding the Service and the underlying software, and any related documentation, including associated Intellectual Property Rights, are and shall remain with Orka, our affiliates, subsidiaries and/or their respective suppliers and licensors, and except, as expressly set forth herein, no other rights or licenses are granted or to be implied under any of Orka’s Intellectual Property Rights. This Agreement does not convey any interest in or to the Service - solely a limited right of use.

4.3. **Third Party Components.** The Service may use or include certain software, files, components and materials that are subject to open source and/or third-party license terms (“**Third Party Components**”). A list of open sourced Third-Party Components is available as part of the documentation and may be updated from time to time available at <https://docs.macstadium.com/docs/orka-third-party-code-for-v13> .

With respect to any Third-Party Component that is not open source, we will pass through any warranty we receive from the provider of such Third-Party Component.

4.4. **Orka Marks.** Orka's marks and logos and all other proprietary identifiers used by Orka in connection with the Service ("**Orka Marks**") are all trademarks and/or trade names of Orka and/or its affiliates. No right, license, or interest to the Orka Marks is granted hereunder, and any use thereof shall be limited to the terms of the Orka Brand Guidelines available at <https://www.macstadium.com/company/media-kit>.

4.5. **Feedback.** If you contact Orka with feedback data (e.g., questions, comments, suggestions or the like) regarding the Service (collectively, "**Feedback**"), such Feedback shall be deemed to be non-confidential, and Orka shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate such Feedback into its products.

4.6. **Publicity Rights.** We may identify you as a customer of ours in our promotional materials, website or other public communications. You hereby grant us a limited and revocable world-wide license to use your company name and logo in connection therewith. You may request that we stop doing so by submitting an email to [legal@macstadium.com](mailto:legal@macstadium.com) at any time.

## 5. CUSTOMER AND ANALYTICAL DATA.

5.1. **Customer Data.** Operation of the Service and the provision of the services hereunder require us to monitor traffic and content (including encrypted content) transmitted by your networks and require you to provide, upload, transmit, or make accessible to us such data (collectively, the "**Customer Data**"). You hereby agree that we will collect, monitor, store and use the Customer Data, on your behalf, to provide the Service. For the removal of doubt, you will control the access to the Customer Data and have full administrative control over such data, including the right to view or modify it. As between you and us, the intellectual property rights and all other rights, title and interest of any nature, in and to the Customer Data, which may be stored on your database, are and shall remain your exclusive property. We shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use the Customer Data to provide the Service, during the Subscription Term and in accordance with any applicable privacy laws. Except as set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests in the Customer Data to us or any third party.

5.2. **Analytical Data.** You agree that during the Subscription Term we may collect, use, store and transmit technical and related information that is being collected from your use of the Service ("**Analytical Data**"), including information that may identify your computer (including the Internet Protocol Address), browser type, operating system, and application usage. Analytical Data is gathered periodically to facilitate the provision of the Service and the underlying software and the Maintenance hereunder, as well as to enable us to provide you with other services. Any Analytical Data gathered shall be used in the aggregate, anonymously and your identity may not be derived from such data.

## 6. CONFIDENTIALITY; PRIVACY POLICY.

6.1. Each party (the "**Receiving Party**") agrees to regard and preserve as confidential all non-public information related to the business activities of the other (the "**Disclosing Party**") that is either designated as confidential or was disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgement, to be confidential ("**Confidential Information**"). The Receiving Party agrees to hold Confidential Information in trust and confidence for the Disclosing Party and not to disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and to limit access and disclosure of such Confidential Information to the Receiving Party's personnel or service providers on a need-to-know basis only. Confidential Information does not include information that is (a) previously known to the Receiving Party, free from any obligation to keep it confidential, (b) publicly disclosed by the Disclosing Party either prior to or subsequent to the receipt by the Receiving Party of such information, (c) independently developed by the Receiving Party without any access to Confidential Information, or (d) rightfully obtained from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to the Disclosing Party. The Receiving Party may disclose Confidential Information if the Receiving Party is required to do so under applicable law, rule or order; provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure. Upon the earlier of: (i) the termination or expiration of this Agreement and (ii) the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all of the Confidential Information of the Disclosing Party at its possession and will erase all such information from its systems, computer networks and other electronic equipment, provided however, that the Receiving Party may retain copies of the Confidential Information: (i) to the extent required to comply with applicable legal and regulatory requirements; and (ii) any information which is electronically stored in automatic backup, and provided further that such Confidential Information will remain subject to the terms and conditions of this Agreement.

6.2. **Privacy Policy.** Your personal data collected by us during the Term of this Agreement will be treated in accordance with our Privacy Policy, available at: <https://docs.macstadium.com/docs/privacy-policy> and incorporated herein by reference.

7. **SERVICE WARRANTY.**

7.1. Orka warrants for your benefit alone, that the Service, if operated as specifically directed by Orka, shall operate substantially in accordance with the functional specifications in the documentation and as specifically provided by Orka. Orka does not warrant however that the use of the Service will be uninterrupted or that use of the Service will be error free.

7.2. Orka's sole liability and your sole and exclusive remedy for any breach of this warranty by Orka shall be the Down Time Compensation as set forth in Section 8 hereunder and the repair of the defect that does not meet this limited warranty, within reasonable time.

7.3. The foregoing warranty applies only to failures in operation of the Service that are reproducible in standalone form and does not apply (i) if the defect is caused by faulty maintenance, installation or set-up, by alterations undertaken without Orka's consent or by faulty repairs; (ii) if the defect would have been avoided by the use of a current update of the Service that Orka makes generally available to its customers; (iii) if the defect is caused by the combination, operation or use of the Service with software, hardware or other materials not licensed hereunder and not conforming Orka's specifications set forth in the documentation; (iv) if the Service is operated in violation of this Agreement or not in accordance with the documentation; (v) if the defect is caused due to problems inherent to the use of the internet and/or electronic communications.

7.4. We further represent and warrant that any software or code provided by us shall not intentionally or knowingly contain any code, programs or mechanisms that disrupt, modify, delete, harm or otherwise impede the operation of Your systems.

8. **DOWN TIME COMPENSATION.**

If the Service will not be operational and available to you at least 99.9% of the time in any calendar month, you will be eligible to receive the Service Credits as described below.

8.1. This Down Time Compensation provision states your sole and exclusive remedy for any failure by Orka to provide the Service.

8.2. Definitions: The following definitions shall apply to the Down Time Compensation provision.

**"Downtime"** means, for Service(s), you are reasonably unable to conduct activities while using the Services. Outage does not mean Scheduled Maintenance or emergency maintenance.

**"Downtime Period"** means, for a domain, a period of thirty consecutive minutes of Downtime, excluding any Scheduled Downtime. Intermittent Downtime for a period of less than thirty minutes will not be counted towards any Downtime Periods.

**"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

**"Scheduled Downtime"** means those times where Orka notifies its customers of periods of Downtime at least three days prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Down Time Compensation provision, and will not be counted towards any Downtime Periods.

**"Service Credit"** means the following:

Monthly Uptime Percentage	Calendar Days of free Service added to the end of the Subscription term
< 99.9% - ≥ 99.0%	1
< 99.0% - ≥ 90.0%	10
< 90.0%	30

8.3. Customer Must Request Service Credit. To receive any of the Service Credits described above, you must notify Orka within thirty (30) days from the time you become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit your right to receive a Service Credit.

9. **LIMITED WARRANTY; LIMITED LIABILITY.**

9.1. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE LICENSE TO USE THE SERVICE AS SET FORTH HEREIN IS PROVIDED TO YOU ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. ORKA SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO, ALTERATION AND/OR LOSS TO THE CUSTOMER DATA, INCLUDING IN CONNECTION WITH A PLATFORM MIGRATION, EXCEPT TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS DUE TO ORKA'S WILLFUL MISCONDUCT.

9.2. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR: (I) ANY DAMAGE TO, WITHOUT LIMITATION, ANY COMPUTER NETWORK, SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICE; (II) FOR ASSUMING THE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION; AND (III) FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE (INCLUDING ANY REPORTS, LISTS, GRAPHS, INSIGHTS, STATISTICS, ETC.) AS WELL AS FOR ANY DECISIONS YOU MAKE BASED ON SUCH RESULTS.

9.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY LOSS OR DAMAGE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS AND BUSINESS INTERRUPTION), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE GENERALITY OF THE ABOVE AND OTHER THAN FOR A BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, YOUR BREACH OF THE RESTRICTIONS SET FORTH IN SECTION 2 OR A PARTY'S INDEMNIFICATION OBLIGATION, IF A PARTY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, THE CUMULATIVE LIABILITY THEREUNDER FOR ANY CLAIM RELATING TO THE SOFTWARE AND TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED THE AMOUNT PAID OR DUE BY YOU TO US FOR THE PROVISION OF THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

**IP INDEMNIFICATION.**

9.4. **Indemnification by us.** We shall defend, indemnify and hold you harmless from and against any damage, cost and expenses finally awarded or otherwise incurred (including reasonable attorneys' fees) to an unaffiliated third party as a result of any claim, suit or proceeding based on a claim that the Service or its underlying software, when used as authorized hereunder, infringes any copyright, trademark, patent or other intellectual property right (an "**Infringement Claim**"). In the event any Infringement Claim is made or, in our sole judgment, is likely to be made, we shall use reasonable commercial efforts, at our own expense and discretion, to either: (i) procure for you the right to continue the use Service; (ii) replace the infringing software with non-infringing software programs and support materials of equivalent function and performance; (iii) modify the Service so that it becomes non-infringing without detracting from function or performance; or (iv) terminate this Agreement upon written notice and refund the Subscription fees paid by you, prorated to the remaining Subscription Term.

9.5. **Indemnification by you.** You agree to defend, indemnify and hold us harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your unauthorized use of the Service; and/or (ii) a third-party claim, suit or proceeding that use of the Customer Data within the scope of this Agreement infringes any Intellectual Property Rights of a third party.

9.6. **Indemnification Process.** In the event a claim is brought against a party hereto (the "**Indemnifying Party**"), the Party seeking indemnification (the "**Indemnified Party**") shall promptly provide the Indemnifying Party with a written notice of the claim, provided that, a failure to provide such notification shall only excuse the indemnification obligations of the Indemnifying Party to the extent the it was materially prejudiced thereby. Neither Party, as the case may be, shall consent to the entry of any judgment or enter into any settlement or compromise with respect to any Infringement Claim without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the above, Orka may enter into a settlement without your consent, to the extent the only obligation associated with you thereunder is of monetary nature. Our indemnification obligation will not apply: (a) if the Service is modified by you, without our consent; (b) if the Service is combined with other products, applications, or processes not authorized by us, but solely to the extent the alleged infringement is caused by such combination; or (c) to any unauthorized use of the Service. This is your sole and exclusive remedy for any Infringement Claim.

**10. TERM; TERMINATION.**

10.1. This Agreement shall be in effect for a period commencing on the effective date of your first Subscription and shall terminate upon the earlier to occur of: (i) upon the expiration of all Subscriptions; or (ii) until terminated otherwise in accordance with these terms (the “**Term**”)

10.2. Either Party may terminate this Agreement upon the material breach of any term of this Agreement (including without limitation, your obligations to pay all Subscription Fees when due and payable) by the other Party which is not cured within fourteen (14) days following the delivery of a written notice.

10.3. Either party may terminate this Agreement if the other party: (i) ceases operation without a successor; or (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter).

10.4. Upon termination or expiration of this Agreement: (i) we will cease from providing the Service hereunder, the licenses granted to you under this Agreement shall expire, and you shall discontinue all further use of the Service and its underlying software; and (ii) we shall immediately return and /or permanently delete (as instructed by you), within thirty (30) days, all Customer Data provided by you pursuant to this Agreement, provided that we will retain any Analytical Information. Upon termination or expiration of this Agreement, you will lose all access to any Customer Data that we may be storing in order to make the Service available to you, and you will be responsible to download your Customer Data prior to termination of this Agreement. For the removal of doubt, we will not have any obligation to retain your Customer Data following the termination of this Agreement.

10.5. Provisions in connection with the section titled - Taxes; Intellectual Property Rights; Confidentiality; Privacy; Limited Warranty; Limited Liability; IP Indemnification and Miscellaneous - shall survive the termination of this Agreement for any reason.

**11. MISCELLANEOUS.**

11.1. **Compliance with Laws.** Each Party shall be responsible to comply, at its own expense, with local, state, national and international laws and regulations, including without limitation laws regarding data protection, security and privacy and with all governmental approvals, licenses, permits and authorizations which may be required with regards to its rights and obligations hereunder.

11.2. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Israel, without giving effect to any principles of conflicts of laws thereof, and the competent courts of the State of Georgia shall have sole and exclusive jurisdiction over all disputes between the parties, and you further agree and submit to the exercise of personal jurisdiction of such courts for litigating any such claim or action. You hereby agree to service of process in accordance with the rules of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

11.3. **Severability.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

11.4. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

11.5. **Injunctive Relief.** Since a breach by a Party of any of its confidentiality obligations contained herein or any unlawful action made in connection with intellectual property rights, may result in irreparable and continuing damage to the other party for which there may be no adequate remedy at law, the breaching Party acknowledges and agrees that money damages will not be a sufficient remedy for any such breach or actions, and therefore the damaged Party will be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies in connection therewith. Such remedies shall not be deemed to be the exclusive remedies for such events, but shall be in addition to all other remedies available at law or in equity.

11.6. **Entire Agreement; Assignment.** You agree that this Agreement is a complete and exclusive statement of the agreement between us and supersedes any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. Either Party may assign this Agreement to (A) any legal entity or company which either party directly or indirectly (i) owns or controls, (ii) is owned or controlled by or (iii) is under common ownership or control with, or (B) a successor in a merger, acquisition or other consolidation including, without limitation, the sale of all or substantially all of its stock or assets, or business to which this Agreement applies. The Party assigning this Agreement shall provide the other Party with a notice to that effect as soon as practical.

11.7. **Changes to this Agreement.** This Agreement including any referenced policies and other documents, may be amended, updated or changed by us, from time to time. Unless expressly stated otherwise, any modification shall become effective upon the renewal of the respective Subscription. For the avoidance of doubt, and unless otherwise agreed upon in writing, any Subscription is subject to the version of the Agreement in effect at the time of the order form.

*Version dated March 1, 2023*

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