

SaaS Services Agreement

This SaaS Services Agreement (“**Agreement**”) is between SquareX Holdings, Inc., a Delaware corporation (“**SquareX**”) and the customer named in the Order Form (“**Customer**”) including Customer’s Affiliates (for so long as they remain Affiliates) that have entered into an ordering document that references this Agreement and is entered into between Customer and SquareX or any of their Affiliates (“**Order Form**”). By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. “**Affiliate**” means any entity that has direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. SquareX offers certain online services that may be ordered by Customer under an Order Form and made available on a subscription basis, including any associated offline components (“**Services**”). Each Order Form will include a description of the Services and/or Professional Services to be provided by SquareX, pricing, and any business terms related to Customer’s subscription. The Services may be further described in the specifications, user manuals, and other materials relating to the Services and provided or made available by SquareX to Customer, as may be modified by SquareX from time to time (“**Documentation**”). This Agreement is effective on the earlier of the date that Customer: (a) indicates its acceptance on the online registration page, (b) signs an Order Form, or (c) uses any of the Services (the “**Effective Date**”). The parties agree as follows:

1. SERVICES AND SQUAREX RESPONSIBILITIES

1.1 Provision of Services. SquareX will (a) make the Services available to Customer and the individuals authorized by Customer to access the Services (“**Users**”) subject to this Agreement, the Documentation, and the applicable Order Form, (b) provide basic technical support for the Services to Customer or, if support is subject to a fee, SquareX will provide technical support for the Services for the fees stated on the Order Form, and (c) provide the Services in accordance with all laws and government regulations applicable to SquareX’s business operations and the provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation, and the applicable Order Form. Customer (or, when applicable, SquareX at Customer’s request) must supply a unique username and password for each User. Users may include employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

1.2 Protection of Customer Data. SquareX will maintain appropriate administrative, physical, and technical safeguards intended to protect the security, confidentiality, and integrity of electronic data and information submitted by Users to the Services (“**Customer Data**”). Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

1.3 Free Services. From time to time, SquareX may make services or functionality available to Customer to try at Customer’s option at no additional charge that are designated as free trial, beta, pilot, non-production, no-charge, evaluation, proof of concept, or by a similar description (“**Free Services**”). Customer may choose to try such Free Services or not in its sole discretion. If Customer chooses to use a Free Service, then Customer acknowledges and agrees that, notwithstanding anything herein to the contrary (a) any data entered into the Free Service may be permanently lost unless Customer pays for a subscription and (b) Free Services are provided “AS-IS” without warranty of any kind, (c) SquareX will have no indemnification obligations for a Free Service, and (d) SquareX’s total liability for any Free Service will not exceed \$100.

1.4 Professional Services. SquareX may perform training, onboarding, data migration or other professional services that SquareX furnishes to Customer related to the Services (“**Professional Services**”) as described in an Order Form, which may identify additional terms or milestones for the Professional Services and will include: (a) a description of the Professional Services, (b) the schedule for the performance of the Professional Services, if applicable and (c) the Fees applicable for the performance of the Professional Services. Customer will give SquareX timely access to Customer materials reasonably needed for Professional Services, and SquareX will use the Customer materials only for purposes of providing Professional Services. Subject to any limits in an Order Form, Customer will reimburse SquareX’s reasonable travel and lodging expenses that are pre-approved by Customer and incurred in providing Professional Services. Customer may use code or other materials that SquareX furnishes as part of Professional Services only in connection with Customer’s authorized use of the Services under this Agreement during the applicable subscription term; provided, however, that SquareX retains all right, title and interest in and to any work product, code, deliverables and any derivative, enhancement or modification thereof created by or on behalf of SquareX. For the avoidance of doubt, Customer acknowledges and agrees that SquareX will not provide Customer with any development work, work-for-hire, or customization of the Services.

2. USE OF SERVICES

2.1 Access and Subscriptions. Customer and its Users are authorized to access and use the Service provided such access and use is for Customer's own internal business purposes (and not for the benefit of a third party). SquareX also grants Customer and its Users a limited, non-sublicensable, non-transferable right and license to access, download, and use the Documentation solely for Customer's internal business purposes (and not for the benefit of a third party). Unless otherwise provided in the applicable Order Form or Documentation, (a) Services are provided as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SquareX regarding future functionality or features.

2.2 Usage Limits. Services are subject to per-user and other usage limits specified in Order Forms and Documentation. If Customer exceeds a usage limit, SquareX may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding SquareX's efforts, Customer is unable or unwilling to abide by a usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon SquareX's request, and/or pay any invoice for excess usage in accordance with Section 4.2 (Invoicing and Payment) below.

2.3 Customer Responsibilities. Customer will (a) use Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations and be responsible for Users' compliance with the foregoing, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify SquareX promptly of any such unauthorized access or use and (d) comply with terms of service of any Third-Party Services with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in SquareX's judgment threatens the security, integrity or availability of the Services, may result in SquareX's immediate suspension of the Services, however SquareX will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension and will promptly restore Customer's access to the Service in accordance with this Agreement when the issue has been resolved. Usernames and passwords for Users cannot be shared or used by more than one individual User to access the Services. User subscriptions to Services cannot be shared or used by more than one named User but may be reassigned to a new User replacing a person who no longer requires access to the Service. Customer will not reassign subscription access rights between Users so frequently as to enable a single subscription to be shared between multiple Users. Customer agrees to provide to SquareX information and other assistance as necessary to enable SquareX to establish Users' access to the Services and will verify all User requests for access to the Services. Customer is solely responsible for all activities that occur under User accounts. Customer will notify SquareX upon becoming aware of any unauthorized use of any password or user credentials or any other known or suspected breach of security of the Services and Customer will use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer.

2.4 Usage Restrictions. Customer will not (a) make any Service available to anyone other than Users or use any Services for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit code, files, scripts, agents, or programs intended to do harm to, contaminate, or otherwise disrupt the normal operation of a computer, system, or network, including, for example, viruses, worms, logic bombs, and Trojan horses, (e) interfere with or disrupt the integrity or performance of any Service, (f) attempt to probe, scan, test the vulnerability of, or gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a usage limit or use any Services to access, copy, or use any of SquareX intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) except to the extent permitted by applicable law, reverse assemble, reverse compile, reverse engineer, decompile or otherwise attempt to discover the object code, source code, non-public APIs or underlying ideas or algorithms of the Service or access it to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service, (iii) copy any ideas, features, functions or graphics of the Service, or (iv) determine whether the Services are within the scope of any patent or (k) remove or obscure any copyright, trademark or other proprietary notices, legends or SquareX

branding contained in or on the Service.

2.5 **User Information.** To access the Services, Customer and its Users may be required to provide information such as IP address, username, password, and any personally identifiable information including, without limitation, name, phone number, or email address (“**User Information**”). During the applicable subscription term, Customer grants SquareX and its subcontractors the right to store, process and retrieve the User Information in connection with Customer’s and its Users’ use of the Service. Customer represents and warrants that it has obtained all necessary rights to transfer User Information to SquareX and to process the User Information as contemplated by this Agreement. Customer is responsible for all User Information. Accordingly, Customer is responsible for all resulting liability if usernames, passwords, tokens, or keys in Customer’s possession are used by any party not authorized to do so. During the applicable subscription term, Customer (on behalf of its Users) grants SquareX the right to (a) access, use, process, and copy User Information and (b) distribute, perform, export, and display User Information to or for Users, only (w) to provide the Service to Customer (including the transfer of User Information to SquareX), (x) to prevent or address service, security, support, or technical issues, (y) as required by law and (z) as expressly permitted in writing by Customer.

3. **THIRD-PARTY SERVICES.** Customer may choose to enable integrations or exchange Customer Data with third-party products, services, or applications that interoperate with the Services, but that are not provided, owned, or controlled by **SquareX** (“Third-Party Services”). Customer’s use of Third-Party Products is governed by its agreement with the relevant provider of the applicable Third-Party Service, not this Agreement. Customer agrees that (a) **SquareX** makes no representations and disclaims all warranties, express or implied, regarding Third-Party Services, (b) **SquareX** is not responsible and will have no liability for Third-Party Services or the unavailability of Third-Party Services, (c) Customer is solely responsible and liable for its use of Third-Party Services, (d) **SquareX** is authorized to share Customer Data with providers of the Third-Party Services as required for the interoperation of the Services with the Third-Party Services, provided however, that **SquareX** is not responsible for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data by or through Third-Party Services or their providers, and (e) **SquareX** has no obligation to support any integration or interoperability of Third-Party Services with the Services and may cease any integrations or interoperability of Third-Party Services at any time, in **SquareX**’s sole discretion without entitling Customer to any refund, credit, or other compensation if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner acceptable to **SquareX**. CUSTOMER’S USE OF THIRD-PARTY SERVICES IS AT CUSTOMER’S SOLE RISK.

4. FEES AND PAYMENT

4.1 **Fees.** Customer will pay all fees specified in Order Forms. Payment obligations are non-cancelable and, except as expressly stated herein, fees paid are non-refundable. Except as otherwise specified in an Order Form, fees are based on Services subscriptions purchased and not actual usage. Customer’s subscription stated on an Order Form cannot be decreased during the subscription term (such as number of Users).

4.2 **Invoicing and Payment.** If Customer provides credit card information to SquareX, Customer authorizes SquareX to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SquareX will invoice Customer in advance in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SquareX and notifying SquareX of any changes to such information. Payment processing fees charged by third parties such as Customer’s bank or credit card provider are the sole responsibility of Customer.

4.3 **Overdue Charges.** If Customer fails to pay any undisputed invoices after SquareX provides written notice of such non-payment and ten (10) days from the date of such notice to remit the overdue, undisputed amounts in full, then, without limiting SquareX’s rights or remedies, (a) those fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) SquareX may suspend Services until such amounts are paid in full and (c) SquareX may condition future subscription renewals and Order Forms on payment terms shorter than those specified above. SquareX will not exercise such rights if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Customer must contact SquareX no later than thirty (30) days after the date of the disputed invoice.

4.4 **Taxes.** SquareX’s fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever

(collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder with no reduction or offset in the fees payable to SquareX. If Customer is legally obligated to deduct or withhold any Taxes from any fees payable to SquareX under this Agreement, then the amount payable shall be increased as necessary so that after making all required deductions and withholding, SquareX receives an amount equal to the amount it would have received had no such deductions or withholdings been made. If SquareX has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SquareX will invoice Customer and Customer will pay that amount unless Customer provides SquareX with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SquareX is solely responsible for taxes assessable against it based on its income, property, and employees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights. SquareX, its Affiliates, and its licensors reserve all their right, title, and interest (including all of their related intellectual property rights) in and to the Services, all related and underlying technology and any updates, enhancements, upgrades, modifications, patches, workarounds, and fixes thereto, and all derivative works of or modifications to any of the foregoing. No rights are granted to Customer hereunder other than as expressly set forth herein. The Service is offered as an online, hosted solution, and Customer has no right to obtain a copy of the Service itself or any software or code that underlies the Service.

5.2 License by Customer to SquareX. Customer hereby grants SquareX a non-exclusive, worldwide, royalty-free, fully paid, non-transferable (except as permitted by Section 11.9) license to use the Customer Data as necessary to (a) provide the Services during the term of this Agreement and (b) create, distribute and use for any lawful purpose Usage Data during and after the term of this Agreement. If Customer chooses to use a Third-Party Service, Customer grants SquareX permission to allow the Third-Party Service and its provider to access Customer Data as appropriate for the interoperation of that Third-Party Service with the Service. SquareX acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data other than as expressly set forth herein.

5.3 Feedback. Customer or its Users may, but are not required to, provide SquareX with suggestions, ideas, enhancement or correction requests, feedback, recommendations, or other information specifically regarding the Services (“**Feedback**”). Feedback will not be deemed to constitute Confidential Information or to impose any confidentiality obligations on SquareX. Customer grants to SquareX and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, reproduce, license, or otherwise exploit any Feedback as it sees fit, without obligation or restriction of any kind on account of intellectual property rights or otherwise, except that SquareX will never identify Customer as the source of such Feedback.

5.4 Usage Data. SquareX may collect and analyze information relating to the provision, use and performance of the Services in an aggregated and anonymized format such that (a) it does not identify Customer nor any User, (b) no Customer Data is disclosed and (c) Customer is not identified as the source of any Usage Data (“**Usage Data**”). All right, title, and interest in Usage Data (other than any Customer Data incorporated therein), and all intellectual property rights therein, belong to and are retained solely by SquareX.

5.5 No Sensitive Personal Information. The Services are not designed to receive, and Customer agrees not to submit to the Services, any payment card information subject to the Payment Card Industry Data Security Standard (PCI-DSS) or any other sensitive personal information (including without limitation personal health information, financial account numbers, biometric data, or anything else defined as sensitive personal information by any applicable data protection laws), except as expressly agreed in writing by the parties. Customer is solely responsible for ensuring that it does not submit such information to the Services. If Customer becomes aware that it has inadvertently transmitted any such information, Customer shall promptly notify SquareX in writing and cooperate with SquareX to securely delete such information from SquareX’s systems.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, 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 of Customer includes Customer Data; Confidential Information of SquareX includes the Services and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of this Agreement by the Receiving Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without restriction and without breach of any confidentiality obligation, (c) is received by the Receiving Party

from a third party without restriction and without knowledge of any breach of any confidentiality obligation, or (d) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

6.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this Section 6 (Confidentiality). Notwithstanding the foregoing, SquareX may disclose the terms of this Agreement and any applicable Order Form to a contractor or Third-Party Service Provider to the extent necessary to perform SquareX's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In any event, the Receiving Party will disclose no more than that portion of the Confidential Information that is required. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4 Deletion of Confidential Information. Upon the Discloser's written request after the termination or expiration of this Agreement, the Receiving Party will promptly confirm the destruction or non-recoverable erasure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party (a) may retain any Confidential Information to comply with any applicable law, rule, regulation, or the Receiving Party's document retention policies and (b) is not required to erase or destroy any Confidential Information contained in back up storage made in the ordinary course of business provided that all retained Confidential Information remains subject to the restrictions of this Agreement.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 SquareX Warranties and Remedies. SquareX warrants that during an applicable subscription term (a) SquareX will not materially decrease the overall security of the Services, (b) the Services will substantially perform in all material respects in accordance with the applicable Documentation and (c) any Professional Services will be provided in a professional and workmanlike manner. SquareX will use reasonable efforts to correct a verified breach of these warranties reported by Customer. If SquareX fails to correct a verified breach of warranty within 30 days after Customer's report, then either party may terminate the Order as relates to the non-conforming Service or Professional Services, in which case SquareX will refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Services subscription term or for the non-conforming Professional Services, as applicable. To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Services or 30 days after delivery of the relevant Professional Services. The foregoing remedies are Customer's exclusive remedies and SquareX's sole liability for breach of this Section 7.2.

7.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by SquareX. SquareX will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes such third party's copyright or

patent right or misappropriates such third party's trade secret right (a "**Claim Against Customer**"), and will indemnify and hold Customer harmless from any damages, attorney fees and costs finally awarded against the third party claimant as a result of a Claim Against Customer or for any settlement of a Claim Against Customer that is approved in writing signed by an authorized officer of SquareX. If SquareX receives information about an infringement or misappropriation claim related to a Service, SquareX will in its discretion and at no cost to Customer (a) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SquareX's warranties under Section 7.2 (SquareX Warranties and Remedies), (b) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or, if SquareX, in its sole discretion, determines that options (a) and (b) are not commercially reasonable (c) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent that a Claim Against Customer arises from (i) the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SquareX or reasonably contemplated by the Documentation, if the Services or use thereof would not infringe without such combination, (ii) modifications to the Services not made by SquareX or (iii) Customer's breach of this Agreement, the Documentation, or applicable Order Forms.

8.2 Indemnification by Customer. Customer will defend SquareX and its Affiliates against any claim, demand, suit or proceeding made or brought against SquareX by a third party (a) alleging that the combination of a Third-Party Service or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form or (ii) any Customer Data or Customer's use of Customer Data with the Services, and will indemnify and hold SquareX harmless from any damages, attorney fees and costs finally awarded against the third party claimant as a result of a Claim Against SquareX or for any settlement of a Claim Against SquareX that is approved in writing signed by an authorized officer of Customer. The above defense and indemnification obligations do not apply if a Claim Against SquareX arises from SquareX's breach of this Agreement, the Documentation, or applicable Order Forms.

8.3 Procedures. Each party's obligations under Sections 8.1 (Indemnification by SquareX) and 8.2 (Indemnification by Customer) are conditioned on the indemnified party (a) providing the indemnifying party with prompt written notice of any claim (provided that the indemnified party's failure to provide prompt written notice will only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim), (b) granting the indemnifying party the sole control of the defense and settlement of the claim and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. The indemnified party may participate in a claim with its own counsel at its own expense. Notwithstanding anything else to the contrary in this Agreement, any obligation of indemnifying party to defend, indemnify, and hold the other party harmless hereunder is limited to indemnifying party's payment of (y) the cost of defense of the third-party claim incurred by the indemnifying party and (z) any final judgments awarded to the third-party claimant by a court of competent jurisdiction or settlements approved in writing signed by an authorized officer of the indemnifying party. The indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability.

8.4 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 2.4 (USAGE RESTRICTIONS), (B) A PARTY'S OBLIGATIONS UNDER SECTION 9 (MUTUAL INDEMNIFICATION), (C) EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) (EXCLUDING CLAIMS RELATED TO CUSTOMER DATA) OR (D) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR DUE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER,

BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the last signed below and continues until all subscriptions under an Order Form have expired or have been terminated.

10.2 Term of Purchased Subscriptions. The term of each subscription will be for the initial term specified in the Order Form and, unless either party gives the other written notice (email acceptable) of non-renewal at least 30 days before the end of the relevant subscription term, any renewal terms specified in the applicable Order Form.

10.3 Termination. A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) if the other party seeks protection under insolvency, bankruptcy, receivership, trust deed, liquidation or assignment for the benefit of creditors, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 120 days.

10.4 Effect of Termination. Upon the earlier of expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Services and Documentation, and Customer will destroy all copies of the Documentation in its possession or control. If this Agreement is terminated by Customer in accordance with Section 10.3 (Termination), SquareX will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SquareX in accordance with Section 10.3, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SquareX for the period prior to the effective date of termination. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SquareX will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SquareX will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

10.5 Surviving Provisions. Sections 4 (Fees and Payment), 5 (Proprietary Rights and Licenses), 6 (Confidentiality), 7.3 (Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Effect of Termination), 10.5 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement, and Section 1.2 (Protection of Customer Data) will survive any termination or expiration of this Agreement for so long as SquareX retains possession of Customer Data.

11. GENERAL PROVISIONS

11.1 Export Compliance. The Services, SquareX technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SquareX and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

11.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.3 Force Majeure. Other than Customer's obligation to pay any fees owed to SquareX, any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

11.4 Publicity. SquareX may use Customer's name and logo (collectively, the "Customer Marks") in both print and electronic media to identify Customer as a SquareX customer. If Customer in its reasonable discretion determines that SquareX's use of the Customer Marks is derogatory, defamatory or detrimental to Customer's business or reputation, then Customer may revoke the right granted to SquareX in this Section upon providing written notice to SquareX.

11.5 Entire Agreement and Order of Precedence. This Agreement, together with the DPA and all Order Forms, is the entire agreement between SquareX and Customer regarding Customer's use of Services and supersedes all prior

and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Customer agrees that any purchase order, website, purchasing portal, or other ordering instrument issued by Customer (other than Order Forms) will be for Customer's administrative purposes only and any terms and conditions contained therein will be of no force or effect even if signed or otherwise accepted or acknowledged by SquareX. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) the applicable Order Form, (b) this Agreement and (c) the Documentation. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

11.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.7 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.8 Amendment and Waiver. SquareX has the right, in its sole discretion, to modify this Agreement from time to time, and modified terms become effective on posting. Customer is responsible for reviewing and becoming familiar with any such modifications. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or preclude any further exercise thereof or the exercise of any other right, remedy, or power. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the party granting the waiver.

11.9 Severability. If any court of competent jurisdiction adjudges any provision of this Agreement to be to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable but will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SquareX will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing or (c) except for notices of termination or an indemnifiable claim, the day of sending by email. Billing related notices to Customer will be addressed to the relevant billing contact designated by Customer, and legal notices to Customer will be addressed to Customer and be clearly identifiable as legal notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

11.12 Governing Law and Venue. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The state and federal courts located in Delaware will have exclusive jurisdiction over any dispute relating to this Agreement. Each party consents to the exclusive jurisdiction of those courts and waives any objection based on improper venue or forum non conveniens.

11.13 Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of a party's intellectual property rights or Section 6 (Confidentiality) may cause substantial harm for which monetary damages are an insufficient remedy. Upon any such breach or any threat thereof, the non-breaching party will be entitled to seek temporary, preliminary, and permanent injunctive relief against the other party, its officers, or employees, without the requirement of posting a bond or proving actual damages, in addition to whatever remedies it might have at law.