

[▼ PRODUCT](#)[▼ COMPANY](#)[GET A DEMO](#)

Terms and Conditions of Service

LAST UPDATED: September 1, 2026

THESE TERMS AND CONDITIONS OF SERVICE (“**TERMS**” OR “**AGREEMENT**”) GOVERN THE ACCESS TO AND USE OF THE PROPRIETARY SOFTWARE-AS-A-SERVICE PLATFORM AND RELATED SERVICES PROVIDED BY OAK SECURITY, INC., A DELAWARE CORPORATION (“**COMPANY**”, “**WE**”, “**US**”, OR “**OUR**”). BY ACCESSING OR USING THE SERVICES, REGISTERING FOR AN ACCOUNT, OR ACCEPTING OR EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS, THE ENTITY OR INDIVIDUAL AGREEING TO THESE TERMS (“**CUSTOMER**”, “**YOU**”, OR “**YOUR**”) AGREES TO BE BOUND BY THIS AGREEMENT AS OF THE DATE OF SUCH ACCESS, USE, REGISTRATION, OR EXECUTION (“**EFFECTIVE DATE**”). IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

If Customer has purchased the Subscription granted hereunder from an authorized reseller, distributor, or channel partner of Company (“Partner”), and any conflict exists between this Agreement and the agreement entered into between Customer and Partner (including any Partner purchase order, “Partner Order Form”), then as between Customer and Company, this Agreement shall prevail. Any additional rights granted to Customer in a Partner Order Form not expressly set forth herein shall apply solely between Customer and Partner.

1. Definitions

The following capitalized terms have the meanings set forth below:

1.1 “Affiliate” with respect to any entity, means any other entity controlling, controlled by or under common control with such entity,



where “control” means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.

1.2 “Customer Data” means electronic data and content submitted or ingested into the Service by or on behalf of Customer and Users in connection with their use of the Service (defined below), excluding Analytics Information (defined below).

1.3 “Feature” means any module, tool, functionality, or feature of the Service.

1.4 “Order Form” means any written or electronic ordering document, order form, addendum, or other ordering instrument that (a) references this Agreement and (b) is duly executed by and between the Parties. Each Order Form shall set forth the commercial terms agreed by the Parties, including the Subscription Scope.

1.5 “Subscription Scope” means any Service usage and/or limitations set forth in the Order Form or Partner Order Form (if purchased via Partner).

1.6 “Initial Subscription Term” means the initial Service subscription period specified in the applicable Order Form or the initial subscription term specified in the Partner Order Form (as the case may be).

1.7 “Users” means an employee, contractor, or agent of Customer authorized by Customer to access and use the Service on behalf of Customer in accordance with the Subscription Scope.

2. Subscription

2.1 Access Right. Subject to the terms and conditions of this Agreement and the applicable Order Form, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access Company’s software-as-a-service (the “**Service**”) during the Subscription Term (defined below), solely for Customer’s internal business purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Subscription**” also includes any manual or documentation provided or made available to Customer in connection with the operation of the Service (“**Documentation**”). Customer may use the Service subject to the Subscription Scope, other usage limitations or restrictions specified in this Agreement, the applicable Order Form, and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to

access and use the Service and for ensuring their compatibility with the Service.



2.2 Additional Purchases. Purchases of access and/or usage [GET A DEMO](#)

additional Features and/or additional volume under the Subscription Scope (collectively, “**Additional Purchases**”) shall be documented by a mutually signed written addendum to the applicable Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Service term therefor will be prorated to be coterminous with the then-current Subscription Term.

2.3 Account Setup. In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface (“**Account**”), and each User may need to set up a user account (each, a “**User Account**”, and references herein to the “**Account**” shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by a User. Customer must ensure that each User complies with the terms of this Agreement. Any unauthorized access to or use of the Service must be immediately reported to the Company.

3. Support Services and Professional Services

3.1 Company shall provide support and maintenance services in accordance with Company’s then-current Service Level Agreement, as may be made available by Company to Customer from time to time or upon customer request (the “**SLA**”). Company may modify the SLA from time to time; provided that Company will not materially reduce the overall level of support and service-level commitments applicable to Customer’s then-current Subscription during the then-current Subscription Term. The support and maintenance services may be performed by Company, a Partner and/or Company’s certified third party providers. Company shall be responsible for such service providers’ performance of the support and maintenance services. The term “**Subscription**” shall include the services provided under the SLA and any Professional Services (defined below). Company’s support obligation shall not apply if the failure of the



Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligent abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; (iv) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid such failure; and (v) the combination of the Service with equipment or software not authorized or provided by Company.

3.2 If Customer has purchased the Subscription directly from Company, this Section 3.2 shall apply. In the event Customer wishes to receive any additional services from Company that are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services ("**Professional Services**"), Customer shall request the same from Company in writing, and, if Company, in its sole discretion, agrees to perform such Professional Services, they shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, a "**SOW**"). Company will charge for Professional Services in accordance with the fees and payment terms specified in the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

4. Fees

4.1 Fees. Customer shall pay Company the subscription fees and any other fees or charges specified in any applicable Order Form (the "**Fees**").

4.2 General Payment Terms. Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and shall be paid, in U.S. Dollars; (b) all Fees paid under this Agreement are non-refundable, and all payment obligations are non-cancellable, without any right of deduction, set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of the date of the applicable invoice; and (d) any amount not paid when due shall accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month or the maximum amount permitted by applicable law.

4.3 Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net



income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this

Agreement, then the amounts due to Company shall be increased

[GET A DEMO](#)

the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

4.4 Purchases via Partner. If Customer has purchased the Subscription directly from Company, this Section 4 shall apply. If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner.

5. Suspension

Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach under Section 6 (*Subscription Restrictions*); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control; or (d) as required by law or at the request of governmental entities.

6. Subscription Restrictions

As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any



proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as, competes with (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (collectively, the "**Subscription Restrictions**").

[GET A DEMO](#)

7. Mutual Warranties

Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

8. Intellectual Property Rights

8.1 Service. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

8.2 Feedback. If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Service (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may



have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that

Company in no way shall be obliged to make use of the Feed

[GET A DEMO](#)

8.3 Analytic Information. Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Service by Customer for its internal business purposes, including to develop, improve, support, secure, and operate the Service and to fulfill legal obligations. Any anonymous information, derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and does not identify Customer ("**Analytics Information**") may be used by Company to provide the Service, for compliance with applicable laws, and for development and/or statistical purposes. Analytics Information is Company's exclusive property.

9. Customer Data

While using the Service, Customer Data may be made available and/or accessible to Company or the Service. Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Service and related services hereunder as further specified in this Agreement. The Service does not operate as an archive or file storage service and Customer is solely responsible for backups of Customer Data. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws, including, without limitation, privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Company may use or disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service providers and vendors, including, but not limited to, providers of artificial intelligence or machine-learning tools, subject to Section 11 (Artificial Intelligence), as reasonably necessary to provide the Service. Company will



maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

PRODUCT

COMPANY

[GET A DEMO](#)

10. Third Party Components

The Service may use or include third party open source software, files, libraries or components, or other third party software (collectively, **“Third Party SW”**), that may be distributed to Customer and are subject to third party license terms. A list of any Third Party SW and related licenses will be provided by Company upon request. If there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail, but solely in connection with the related third party software. Company makes no warranty or indemnity hereunder with respect to any third party software.

11. Artificial Intelligence

The Service may incorporate or be supported by artificial intelligence and/or machine-learning technologies, including large language models provided by third-party vendors, which Company may use within the Service and/or in Company’s internal practices (collectively, **“AI Functionality”**). Any content, insights, analysis, or other output generated by or through AI Functionality (**“AI Output”**) is produced using automated, probabilistic processes and may be incomplete, non-unique, inaccurate, or otherwise unsuitable for a particular purpose. Customer is solely responsible for independently reviewing and validating any AI Output before relying on it for any business, security, compliance or other purpose. AI Output is part of the Service for purposes of, and is subject to, the disclaimers set forth in Section 13 (Disclaimer of Warranties) and the limitations set forth in Section 14 (Limitation of Liability).

12. Confidentiality

“Confidential Information” means any non-public information disclosed by or on behalf of one Party (**“Discloser”**) to the other Party (**“Recipient”**) pursuant to this Agreement that is marked as **“confidential,”** or in some other manner to indicate its confidential nature. Without limiting the foregoing, the Service is Company’s Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient’s possession without a duty of confidentiality owed to the Discloser at the time of the Discloser’s disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right



to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 8 (*Customer Data*).

13. DISCLAIMER OF WARRANTIES

Company represents and warrants that, under normal, authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 (*MUTUAL WARRANTIES*) AND THIS SECTION 13, COMPANY



PRODUCT COMPANY

[GET A DEMO](#)

EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

14. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

15. Indemnification

15.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim, provided that Customer (i) promptly notifies Company in writing of such claim; and (ii) grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

15.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue



using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then C may terminate the affected Order Form(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).

[GET A DEMO](#)

15.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; (ii) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) the combination or use of the Service with equipment, devices or software not supplied by Company or not in accordance with the Documentation.

15.4 This Section states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

16. Term and Termination

16.1 Term. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until all Order Forms entered into under this Agreement have expired or have been terminated. Each Order Form shall commence on the effective date set forth therein, or if no effective date is specified, on the date of the acceptance of such Order Form, and shall continue for the duration of the Initial Subscription Term specified therein. Where Customer has purchased the subscription directly from Company, unless otherwise specified in the applicable Order Form, following the Initial Subscription Term, such Order Form shall automatically renew for successive one (1) year terms (each, a **"Renewal Subscription Term"**, and together with the Initial Subscription Term, the **"Subscription Term"**), unless either Party notifies the other Party in writing of its intent not to renew the Order Form at least ninety (90) days prior to the expiration of the then-current Subscription Term.

16.2 Termination for Breach. Each Party may terminate this Agreement and any applicable Order Form immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).



16.3 Termination for Bankruptcy. Each Party may terminate this Agreement and any applicable Order Form upon written notice to the

other Party upon the occurrence of any of the following even in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.

16.4 Effect of Termination; Survival. Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Service and shall, if applicable, remove the applicable Service from all hard drives, networks and other storage media and destroy all copies of the applicable Service in Customer's possession or under Customer's control, and to the extent requested by Company, provide a certification to that effect within ten (10) business days, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination, shall become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

17. Miscellaneous

17.1 Entire Agreement. This Agreement, including the data processing agreement (if applicable), and any exhibits attached or referred hereto, together with each Order Form and any SOW entered into hereunder, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties or as otherwise set forth in Section 17.9 (Modifications to Terms). Any terms and conditions (whether printed, linked to or otherwise), within any purchase order or related correspondence which purports to modify or supplement the terms and conditions of

this Agreement (or the corresponding Order Form), shall be void and of no effect.



17.2 No Waiver. The failure of either Party to enforce any right hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing.

17.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable.

17.4 Government Use. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement.

17.5 Publicity. Customer hereby agrees that (i) Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's web site, presentations, marketing materials or otherwise; and (ii) Customer, to the extent requested by Company, shall use commercially reasonable efforts to positively address communications it receives from Company's potential customers. In addition, Customer will cooperate with Company to create a quote/case study that will be published on the Company website. Following the termination of this Agreement, Customer may request Company to remove such customer reference.

17.6 No Third Parties. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person.

17.7 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns.

17.8 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to principles of conflicts of law. All disputes arising out of or in connection with this Agreement shall be subject to the exclusive

[GET A DEMO](#)



jurisdiction of the courts located in New Castle County, Delaware; provided, however, that nothing in this Agreement shall prevent a

Party from seeking injunctive relief to enforce the terms of this Agreement in any venue or jurisdiction as determined in such Party's sole discretion and convenience. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. [GET A DEMO](#)

17.9 17.9 Modifications to Terms. Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. Company will use commercially reasonable efforts to provide notice of material changes, such as by posting an updated version on its website or notifying Customer via the Service interface or email. Continued use of the Service following the posting or notification of any changes constitutes Customer's acceptance of the modified Terms. If Customer does not agree to the modified Terms, Customer's sole and exclusive remedy is to terminate the Subscription.

17.10 No Agency. This Agreement does not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

17.11 Force Majeure. Company will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.

17.12 Notices. Notices to Customer shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by electronic mail or posted via the Service interface before 13:00 hour (local time for the receiving Party), or (c) the next business day, if dispatched by electronic mail or posted via the Service interface after the hour 13:00 (local time for the receiving Party). Notices to Company must be sent to Company's registered physical address or designated support email address.



▼ PRODUCT

▼ COMPANY

[GET A DEMO](#)



PRODUCT

- Identity Intelligence Layer
- Agentic Identity
- Connect Any

COMPANY

- The Vision
- White Glove
- Careers

LEGAL

- Privacy
- Cookies

