



Terms Of Service

THESE AUTHORIUM INC. (“AUTHORIUM”) TERMS OF SERVICE, TOGETHER WITH ITS APPROPRIATE USE POLICY, AND ITS PRIVACY POLICY (TOGETHER THE “TERMS”) GOVERN CUSTOMER’S USE AND ACCESS OF THE SERVICES (DEFINED BELOW) AND ARE INCORPORATED INTO THE ORDER FORM. BY ACCESSING AND USING THE SERVICES, CUSTOMER AGREES TO THESE TERMS. THESE TERMS APPLY WHETHER BUYING DIRECT THROUGH AUTHORIUM, OR A RESELLER. ANY INDIVIDUAL AGREEING ON BEHALF OF THE CUSTOMER REPRESENTS AND WARRANTS THAT IT IS AUTHORIZED TO BIND THE CUSTOMER TO THESE TERMS.

NO OTHER TERMS AND CONDITIONS APPLY TO THE SERVICES OR TAKE PRECEDENCE OVER THESE TERMS BINDING AUTHORIUM THERETO UNLESS THERE IS A SEPARATE WRITTEN AGREEMENT BETWEEN CUSTOMER (OR RESELLER) SIGNED BY AUTHORIUM INCORPORATING SUCH TERMS (“ADDITIONAL TERMS”).

THESE TERMS APPLY TO ANY “EVALUATION” “FREE TRIAL,” “PREVIEW” OR “BETA” OFFERINGS BY AUTHORIUM, BUT SUCH OFFERINGS ARE PROVIDED AS-IS AND NO WARRANTIES OR SERVICE LEVELS APPLY. AUTHORIUM MAY TERMINATE ANY “FREE TRIAL,” “PREVIEW OR “BETA” OFFERINGS AT ANY TIME UPON NOTICE TO CUSTOMER.

IF YOU ARE PURCHASING THE SERVICES ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO BIND THE CUSTOMER TO THESE TERMS AND YOU WILL PASS THESE TERMS DOWN TO THE CUSTOMER AS A CONDITION OF THE ACCESS AND USE OF THE SERVICES. FAILURE TO DO SO WILL RESULT IN A MATERIAL BREACH OF ANY AGREEMENT OR ORDER FORM.

1. Definitions.

- “Capacity” means the limits, licenses, levels, or quantities under an Order Form.
- “Authorium” means Authorium Inc., 425 California Street, Suite 1350, San Francisco, CA 94104, legal@authorium.com (legal notices) and accounts_receivable@authorium.com (invoices).
- “Customer” means the entity identified under an Order Form that has contracted to purchase the Services directly through Authorium or through a Reseller, subject to the conditions of these Terms. Where a Reseller is using and accessing the Services for its own purposes as expressly permitted by Authorium, Reseller shall be considered Customer.
- “Customer Data” means all data and materials that Customer provides to Authorium through Customer’s use of the Services. Customer Data excludes a Customer’s feedback.

- “Documentation” means the commercial technical documentation that relates to the Services.
- “Non-Authorium Products and Services” means are products and services not provided by Authorium.
- “Order Form” means (1) the ordering document specifying the Services to be provided to the Customer (which incorporates these Terms by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by Authorium and (2) the accompanying Purchase Order.
- “Order Form Term” means the start date and end date of the Services set forth in the Order Form. Any Purchase Orders issued by Customer or Reseller must reflect the Order Form Term presented by Authorium.
- “Professional Services” means the Authorium professional services ordered by Customer under an Order Form to set-up, configure, train and implement the Customer’s Service subscriptions under a separate Statement of Work. Professional Services excludes Non-Authorium Products and Services.
- “Purchase Order” means a purchase document which is issued by the Customer (direct purchase) or the Reseller (if an indirect purchase) naming Authorium as a payee against the Authorium quote for the Services.
- “Reseller” means an entity authorized to resell the Services to the Customer and with whom the Customer has a direct contract to buy the Services.
- “Services” means those Authorium products and services ordered by the Customer under an Order Form, expressly excluding Non-Authorium Products and Services.
- “Statement of Work” means an Authorium-approved implementation plan or statement of work describing any Professional Services to be provided and applicable Specifications.
- “Specifications” means the technical requirements describing the results of the Professional Services to be provided under a Statement of Work.
- “User” means an individual who is authorized by Customer to use a Service solely for the benefit of Customer and for whom Customer has purchased a license. Users may include, for example, Customer’s employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. Services.

Subject to these Terms, Customer will be provided access to the Services under an Order Form for the Order Form Term for use up to the Capacity. Customer may not reduce the Capacity of the Services stated in the Order Form during the Order Form Term. If Customer exceeds the Capacity set forth in the Order Form at any time during the Order Form Term, Authorium may contact the Customer directly to (i) require a change order to purchase additional Services, or (ii) request that the Customer’s use of the Services be reduced to meet the Capacity in the Order Form. If Customer desires to add new Services or additional Capacity prior to the expiration of the Order Form Term, Authorium may choose in its discretion to prorate the fees for the added Services and/or Capacity to be coterminous with the Customer’s Order Form Term. Authorium may remotely monitor and audit usage of the Services to support and ensure compliance with the terms of the Agreement.

3. Account Registration.

Customer must register for and maintain an account with Authorium to use the Services. As part of Customer's use of the Service, Customer is responsible for:

- Providing and maintaining accurate and complete account information, which must be current and updated,
- All activities that occur through Customer's account,
- maintaining secure user identification and passwords, including individualized user logins and IDs, which cannot be shared between users,
- promptly notifying Authorium of any unauthorized use of a user account or any other breach of security, and
- in the event of actual or suspected unauthorized use of the Services by anyone obtaining access through Customer's account(s), taking all reasonable steps necessary to cease the unauthorized access.

4. Login Credentials.

Each set of login credentials for the Services may be used only by a single, individual User. Customer agrees to promptly notify Authorium of any unauthorized access or use of which Customer become aware. Customer will be responsible for all use and misuse of the Services that occurs under Customer's or Customer's User's login credentials, including by third parties using the Services on Customer's behalf.

5. Restrictions/No Competitive Use.

These Terms do not include the right of the Customer or its Users to:

- (i) operate or use the Services on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Authorium (to be granted or denied in Authorium's discretion);
- (ii) modify or otherwise make any derivative uses of the Services, or any portion thereof;
- (iii) use of the Services other than for their intended purposes;
- (iv) access for purposes of monitoring availability, performance or functionality, creating or enhancing a competitive product, or for any other benchmarking or competitive purposes;
- (v) disassemble, reverse engineer, or decompile the Services;
- (vi) remove or modify a copyright or other proprietary rights notice in the Services;
- (vii) use the Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation;
- (viii) access or disable any Authorium or third-party data, software, or network; or
- (ix) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, or use the Services to access or use any of the intellectual property of Authorium or third parties except as expressly permitted under these Terms, or Authorium's Documentation.

6. API and Connectors.

Authorium may provide access to one or more application-programming interfaces (API or Connectors) as part of the Services or under an Order Form. Subject to these Terms, Authorium grants Customer a limited, non-exclusive, nontransferable, terminable license to interact only with the Services as allowed by the API.

Customer may not use the API in a manner that exceeds the capacity limits in the Order Form, constitutes excessive or abusive usage, or fails to comply with any part of the API, all as reasonably determined by Authorium. If any of these occur, Authorium can suspend or terminate Customer's access to the API on a temporary or permanent basis immediately without notice. Authorium may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, unless faster changes are required due to security, privacy or legal issues. Authorium will use commercially reasonable efforts to support the previous version of the API for at least 6 months (unless such previous version cannot be maintained due to security, privacy or legal issues). Authorium may add new endpoints or fields in API results without prior notice to Customer.

The API may be used to connect the Services to hosted or on-premise software applications not provided by Authorium (Non-Authorium Products and Services). Customer is solely responsible for Customer's use and access to Non-Authorium Products and Services, which are subject to Customer's separate agreement with the applicable third-party software application providers. Customer obligations under these Terms are not contingent on access to or availability of any Non-Authorium Products and Services and Authorium makes no representations or warranties that the Services will always be able to connect to a particular Non-Authorium Application.

7. Updates to the Services, Pricing and SKUs

Authorium regularly updates Services, pricing and SKUs. For Services, some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. Authorium will provide Customer with reasonable advance notification in the event Customer have to implement such changes. The changes may also mean that Customer need to upgrade Customer's equipment or technology to make use of the Services. For changes made by Authorium to its pricing and SKUs, the changes will become effective upon renewal of Customer's Order Form and will require a new quote for existing Services.

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9. Professional Services.

- a. **Professional Services.** If the Order Form includes Professional Services, Authorium will provide those specific Professional Services only in support of and as part of the Services. Professional Services are provided pursuant to these Terms and a separate Statement of Work. Authorium may subcontract the Professional Services to a third party in its discretion. Unless set forth under an Order Form or Statement of Work, Professional Services fees are performed on a time and materials basis and are billed monthly in arrears as the work is performed.
- b. **Customer Third-Party Contractors.** If Customer contracts with an Authorium authorized third-party or the Reseller directly to manage, set-up, implement or configure the Authorium products (for example, a prime contractor) or to otherwise integrate

Non-Authorium Product and Services with the Services, then Customer agrees that Authorium is not liable or responsible for any acts, errors or omissions or delays arising from the work performed by that third party.

10. Support and Maintenance.

If an Authorium support and maintenance package is ordered as part of the Services under an Order Form, such support and maintenance shall be available only in connection with Customer's use of the Services during the Order Form Term and in accordance with the program levels as expressly described under an Order Form.

11. Third-Party Platform Services

Customer may be provided with access to certain third-party technology, applications or web-based components as part of the Services (example without limitation, third-party hosted platforms or other software applications, stock photos, data, and third-party maps) (Third-Party Services). Such Third-Party Services are provided to Customer directly by the applicable licensors (Third-Party Service Providers). Customer must agree to such Third-Party Services terms of use as presented to Customer by the Third-Party Service or by Authorium upon the initial login to that Service or module if Customer choose to use those Third-Party Services. Such Third-Party Services will be solely governed by such third-party service terms of use provided to Customer as part of the Third-Party Services, and are provided AS-IS. Customer cannot grant third parties' access to the Third-Party Services available through the Services unless Customer have a separate agreement directly with the Third-Party Service Providers.

11. Representations and Warranties.

- **a. Authorium General Representations and Warranties.** Authorium represents and warrants that during the Order Form Term (i) it will perform the Services in accordance with industry standards; and (ii) the Services will materially conform to Authorium's Documentation. The Customer's sole and exclusive remedy and Authorium's entire liability for breach of the warranties under this subsection is to correct the Services under the support and maintenance program as expressly set forth in the Order Form so the Services materially conform to the Documentation.
- **b. Exceptions.** Authorium is not responsible for any failure of the aforementioned warranties due to acts, errors, or omissions or instructions of Customer, its Users, or their agents, or otherwise arising from Non-Authorium Products and Services. The foregoing warranties shall not apply to Services that are offered as "preview," "free trial" or "beta" offers.
- **c. Customer Representations and Warranties.** Customer represents and warrants that all (i) it has the requisite authority to enter into these Terms; (ii) the Customer Data and the provision thereof to Authorium is compliant with all applicable laws, rules and regulations, and (iii) Customer owns all rights, title and interest in and to Customer Data, or has otherwise secured all necessary rights in Customer Data for Authorium's licensed use as permitted under these Terms; and (iv) to the best of Customer's knowledge, the Customer Data will not infringe on the intellectual property or privacy rights of the Users or any third parties.
- **d. High Risk Activity.** The Services (including Third-Party Services) are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous

facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a High Risk Activity). Authorium, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

- e. **DISCLAIMER.** EXCEPT AS SET FORTH UNDER THESE TERMS, AUTHORIUM AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE AUTHORIUM TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICES, AUTHORIUM DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE COMPROMISED. YOU UNDERSTANDS THAT THE SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. THE SERVICES PROVIDED HEREIN SHALL NOT CONSTITUTE LEGAL, FINANCIAL, TAX OR SECURITY ADVICE; ANY SERVICES PROVIDED HEREIN ARE PROVIDED AS BEST PRACTICES ONLY AND CUSTOMER MUST SEEK FINAL APPROVALS FROM ITS OWN LEGAL, PROCUREMENT, FINANCIAL AND SECURITY ADVISORS TO DETERMINE IF THE SERVICES AND AUTHORIUM RECOMMENDATIONS OR SERVICES MEET CUSTOMER'S OWN BUSINESS REQUIREMENTS.

12. **Payment.**

- a. **Payment Terms.**
 - 2. **Services Fees.** Fees for the subscription licenses and support and maintenance are billed up front at the start of the Order Form Term and due 30 days' from date of such invoice. Except as expressly set forth under these Terms, fees for the subscription licenses under an Order Form are committed by Customer for the Order Form Term, and are non-cancellable and non-refundable. The Customer's (or Reseller's) payment obligations for subscriptions (such as licenses, support and maintenance) are not contingent upon the acceptance or completion or go-live of the Customer's site, or any completion or milestones related to the Professional Services under a Statement of Work
 - 3. **Professional Services Fees.** Unless set forth under a Statement of Work, if the Customer orders Professional Services such (1) fees for time and materials Professional Services are on an estimated basis and are billed monthly in arrears as the Professional Services are performed; and (2) fixed fees are and billed 50% up front and 50% upon completion of the Professional Services under the Statement of Work.
- b. **Late Fees.** If any undisputed Services fees are not received from Customer by the due date, then at Authorium's discretion, such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes.
- c. **Suspension for Non-Payment.** Authorium may suspend the Services with ten (10) days' prior notice due to (1) non-payment; or (2) failure to provide a satisfactory and sufficient purchase order (if one is required for payment). If Customer is going through a Reseller, and that Reseller fails to pay Authorium, Authorium may pursue the payment directly from Customer.

- d. **Disputes.** If Customer disputes an invoice, Customer must do so within 15 days of the receipt thereof to accounts_receivable@authorium.com. The parties will work together in good faith to resolve such disputes within 30 days of Authorium's receipt of such notice.
- e. **Payment upon Termination.** Termination shall not relieve Customer (or Reseller) of the obligation to pay any fees accrued or payable to Authorium prior to the effective date of termination.

13. **Mutual Confidentiality**

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally, visually, 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). Authorium's Confidential Information includes without limitation the Services, its user interface design and layout, manuals, schemas, templates, manuals, technical documents, training materials, related work product and deliverables, and discount, and pricing information. Customer Confidential Information includes Customer Data.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality provisions of these Terms.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order.
- d. **Public Disclosure Laws.** To the extent this Section 13 is contrary to public disclosure laws applicable to government or regulatory entities, then those laws shall apply to the extent of the conflict only.
- e. **Privacy Policy.** Authorium will process Customer Data in accordance with Authorium's Privacy Policy, located at <https://www.authorium.com/privacy-policy>.
- f. **Data Protection.** Each party will comply with data protection laws as applicable to Authorium as the data processor. Authorium will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of all Customer Data.
- g. **Independent Development.** Authorium will not be restricted in any way under any order from providing any services or developing works that are functionally comparable to or compete with any Customer products or services, and Authorium shall not be restricted in its use of ideas, concepts, know-how and techniques acquired or learned in the course of activities hereunder, or

retained in the unaided memories of Authorium personnel, provided Authorium does not intentionally breach any confidentiality obligation owed to Customer.

14. **Intellectual Property**

6. **Authorium Property.** Authorium grants to Customer a non-exclusive, non-sublicensable, revocable (as permitted under these Terms), limited right and license to access and use Services under the Order Form for the Order Form Term in accordance with these Terms. Except for the rights to access and use the Services expressly granted to Customer by these Terms, Authorium retains all right, title, and interest in and to the Services including all related intellectual property rights. The Services are protected by applicable intellectual property laws in the U.S. and internationally. No grant or transfer of any right, title or interest to Customer is implied. Notwithstanding anything to the contrary, upon termination or expiration of this Agreement, all rights and licenses granted to Customer under this Agreement will terminate.
7. **Third-Party Services.** Third-Party Service Providers retain all right, title, and interest in and to their Third-Party Services including all related intellectual property rights. The Third-Party Services are protected by applicable intellectual property laws in the U.S. and internationally. No grant or transfer of any right, title or interest to Customer is implied. Notwithstanding anything to the contrary, upon termination or expiration of this Agreement, all rights and licenses granted to Customer to Third-Party Services under this Agreement will terminate.
8. **Customer's Data.** Customer's Data remains Customer's intellectual property. During Customer's use of the Services and the Third-Party Services, Customer grants to Authorium (and Third-Party Service Providers, as applicable), our agents, consultants and subcontractors, a royalty-free and nonexclusive, right and license to use the Customer Data, solely to the extent required for fulfilling Authorium's duties and obligations to Customer under an Order Form and these Terms or as otherwise described in the Agreement. Except as expressly provided for in this section, Authorium will not acquire any right, title or interest in Customer Data, and no right, title or interest will be implied. Unless otherwise agreed in writing, the rights and licenses granted in this section will cease upon termination of the Services. If Customer requests that Authorium retain Customer Data following termination of the Services, Authorium may opt in its discretion make such retention services available under a separate agreement at its then-current costs.
9. **No Work-for-Hire or Work Products as Deliverables.** The Professional Services under an Order Form are performed exclusively to configure, implement and otherwise in support of the Services, and any "deliverables" identified under an Order Form, Additional Terms or a Statement of Work neither transfer the intellectual property rights of such deliverables to the Customer nor provides Customer with a perpetual license to such deliverables.
10. **Open-Source Code.** Authorium does not own any open-source code that may be provided with the API or any professional or consultative-related work performed under an Order Form; it is provided as a convenience to Customer. Such open-source code is provided AS IS and is governed by the applicable open-source license that applies to such code.

11. **Analytical Data.** From time-to-time Authorium may provide to Customer access to Authorium reports or analytical data related to Customer's and its Users' access and use of the Services. This analytical data is provided as a convenience to Customer for Customer's internal business use and may be shared only with Customer's full-time employees on an as-needed basis. The analytical data is provided "as-is" and "without warranties." Customer may not share this analytical data with third parties without the prior written consent of Authorium or otherwise use such data as a benchmarking tool or for any competitive purposes.

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- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality provisions of these Terms.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order.
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7. **Third-Party Services.** Third-Party Service Providers retain all right, title, and interest in and to their Third-Party Services including all related intellectual property rights. The Third-Party Services are protected by applicable intellectual property laws in the U.S. and internationally. No grant or transfer of any right, title or interest to Customer is implied. Notwithstanding anything to the contrary, upon termination or expiration of this Agreement, all rights and licenses granted to Customer to Third-Party Services under this Agreement will terminate.
8. **Customer's Data.** Customer's Data remains Customer's intellectual property. During Customer's use of the Services and the Third-Party Services, Customer grants to Authorium (and Third-Party Service Providers, as applicable), our agents, consultants and subcontractors, a royalty-free and nonexclusive, right and license to use the Customer Data, solely to the extent required for fulfilling Authorium's duties and obligations to Customer under an Order Form and these Terms or as otherwise described in the Agreement. Except as expressly provided for in this section, Authorium will not acquire any right, title or interest in Customer Data, and no right, title or interest will be implied. Unless otherwise agreed in writing, the rights and licenses granted in this section will cease upon termination of the Services. If Customer requests that Authorium retain Customer Data following termination of the Services, Authorium may opt in its discretion make such retention services available under a separate agreement at its then-current costs.
9. **No Work-for-Hire or Work Products as Deliverables.** The Professional Services under an Order Form are performed exclusively to configure, implement and otherwise in support of the Services, and any "deliverables" identified under an Order Form, Additional Terms or a Statement of Work neither transfer the intellectual property rights of such deliverables to the Customer nor provides Customer with a perpetual license to such deliverables.
10. **Open-Source Code.** Authorium does not own any open-source code that may be provided with the API or any professional or consultative-related work performed under an Order Form; it is provided as a convenience to Customer. Such open-source code is

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11. **Analytical Data.** From time-to-time Authorium may provide to Customer access to Authorium reports or analytical data related to Customer's and its Users' access and use of the Services. This analytical data is provided as a convenience to Customer for Customer's internal business use and may be shared only with Customer's full-time employees on an as-needed basis. The analytical data is provided "as-is" and "without warranties." Customer may not share this analytical data with third parties without the prior written consent of Authorium or otherwise use such data as a benchmarking tool or for any competitive purposes.

15. Liability Limit

- a. **EXCLUSION OF INDIRECT DAMAGES.** NEITHER AUTHORIUM NOR ITS LICENSORS, SUPPLIERS OR SUBPROCESSORS ARE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE OR ANTICIPATED COST SAVINGS), OR REPLACEMENT COSTS, EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS OR IF THE DAMAGE OR LOSS IS FORESEEABLE.
- b. **TOTAL LIMIT ON LIABILITY.** EXCEPT FOR AUTHORIUM'S INDEMNITY OBLIGATIONS, AUTHORIUM (AND ITS LICENSORS') TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO AUTHORIUM (OR RESELLER TO AUTHORIUM) WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY. THIS LIMIT EXCLUDES UNDISPUTED AMOUNTS OUTSTANDING PAYMENTS TO AUTHORIUM UNDER AN ORDER FORM.
- c. **EXCLUSIONS.** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO EITHER PARTY TO THE EXTENT PROHIBITED BY LAW.

16. Publicity

Subject to the prior written consent of Customer and in accordance with applicable law, Authorium may use our name, trademark or logo on Authorium's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Authorium. Subject to pre-publication review, Customer may agree to participate with Authorium in the development and publication of a press release announcing the launch of the Services, a case study, and reasonable requests for participation in live events highlighting Customer's use of the Services. Customer may withdraw Customer's permission to use Customer's name, trademark, or logo on any Authorium materials at any time with 30 days' prior written notice.

17. Other Terms

- a. **Notices.** Customer consents to receive electronically any communications related to Customer's use of the Services. Authorium may communicate directly with Customer by email or by posting notices on the Authorium website or through Customer's primary administrator's Authorium's account. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices from Authorium intended for receipt by Customer will be deemed delivered and effective when sent to the primary administrator's email address provided to Authorium. Authorium's address for notice deliveries is: Authorium Inc., Attn: Legal Department, 425 California Street, Suite 1350, San Francisco, CA 94104 USA, or legal@authorium.com. Notwithstanding the foregoing, any notices that Authorium is required to provide to customers under the technical documentation shall be provided by Authorium to the Reseller or Customer as determined by Authorium in its sole discretion based on the circumstances and designated contact information for notices available to Authorium in the Services.
- b. **U.S. Federal Application.** The Services and documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such TERMS are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Services and the technical documentation that are provided under these Terms or the Order Form.
- c. **Anti-Corruption Laws.** 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 or in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restrictions.
- d. **Equitable Remedies.** The receiving party's disclosure of Confidential Information except as provided in the Agreement, or a party's infringement or misappropriation of the other party's Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, the aggrieved party may seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to disclosing party at law or in equity.
- e. **No Assignment.** Customer may not assign or transfer this Agreement or an Order Form or the licenses to a third party or other end user without the prior written consent of Authorium.
- f. **Independent Contractors; Third-Party Beneficiaries.** The parties are independent contractors with respect to each other. Nothing in these Terms will be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to these Terms. Notwithstanding the foregoing, if Customer purchased Services through a Reseller, Authorium shall be a third-party beneficiary to the Reseller Agreement between the Customer and the Reseller solely as it relates to the Services and applicable Order Form.
- g. **Enforceability and Force Majeure.** If any term of the Agreement is invalid or unenforceable, the other terms herein remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

- h. **Survival of Terms.** Any terms that by their nature survive termination of the Services for a party to assert its rights and receive the protections of these Terms, will survive (including without limitation, the intellectual property rights, confidentiality, limitation of liability, and indemnity provisions).
- i. **Entire Agreement and Changes.** These Terms, together with the Order Form and Statement of Work (if applicable), or Additional Terms (if applicable), constitutes the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer agrees that it is not relying on any representation concerning this subject matter, oral or written, not included in the Agreement. No representation, promise or inducement not included in this Agreement is binding. Authorium may update the Terms, its Acceptable Use Policy or Privacy Policy at any time in its sole discretion, which changes will become effective upon posting of those changes on Authorium's website. Other than the foregoing, no modification of this Agreement is effective unless both parties sign it. No waiver is effective unless the party waiving the right signs a waiver in writing. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Terms (unless expressly agreed to be preceded in writing by Authorium under Additional Terms, if any), (2) the Order Form; (3) Authorium's Documentation; and (4) Authorium issued Statement of Work (as to Professional Services only). With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these Terms and the Reseller agreement, these Terms shall prevail. Terms included in a Customer or a Reseller's Purchase Order or sales order or similar document issued by Customer or Reseller shall not apply to these Terms.
- j. **Governing Law and Forum.** The Agreement is governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between the parties under this Agreement or relating in any way to this Agreement. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.