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## ✔ Announcement: RegScale Achieves SOC 2 Type 1 Certification

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## Legal

Privacy Policy

Terms of Service

Enterprise Software License Agreement

# RegScale Enterprise Software License Agreement

This RegScale Enterprise Software License Agreement (the "**Agreement**") is effective as of the date of last signature below (the "**Effective Date**") by and between RegScale, Inc., having its principal place of business at 1775 Tysons Boulevard, Fifth Floor, Tysons, VA 22102 ("**RegScale**") and the entity whose information is set forth in the signature block below ("**Customer**") (each, a "**party**" and collectively, the "**parties**"). This Agreement will allow Customer to procure a license to RegScale's products, obtain support for such products and/or obtain other professional services related to such products, either directly or from an authorized reseller of RegScale products.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. Definitions.

**"Affiliate"** means, with respect to RegScale or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the entity.

**"Authorized System"** means a computer server that is owned or operated by, and is under the supervision and control of, Customer or RegScale as otherwise set forth in an Order Form.

**"Confidential Information"** means all confidential and proprietary information of a party (the **"Disclosing Party"**) disclosed or made available to the other party (the **"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 or the circumstances of disclosure. Confidential Information may include, but is not limited to, this Agreement and all Order Forms (including pricing), each party's technical and business information, security information, finances, product road maps, and third-party audit reports and attestations.

**"Customer Data"** means all electronic data submitted by or on behalf of Customer to the Software.

**"Documentation"** means the written documentation, user guides, or specifications provided by RegScale to Customer or as may be made generally available for the Software License from time to time.

**"Licensed Product"** means the individual product(s) licensed by Customer as set forth in the applicable Order Form.

**"License Profile"** means the scope and use case(s) of the Licensed Product(s) and other metrics as set forth in the applicable Order Form.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, agents, or programs.

**"Non-RegScale Application"** means a web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with the Software. Non-RegScale Applications are explicitly excluded from the definition of "Software".

**"Order Form"** means an ordering document for Customer's purchases from RegScale that is executed by both parties.

**"Professional Services"** means any professional services in relation to onboarding or otherwise that RegScale may provide to Customer, as further described in a statement of work and/or Order Form. Professional Services are explicitly excluded from the definition of "Software".  
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**"Software"** means the generally available, executable version of the product offerings provided by RegScale to Customer as set forth in an Order Form, that are hosted by RegScale, its third-party hosting providers, or Customer.

**"Support Services"** means the support services provided by RegScale for the Software.

**"User"** means individuals who are authorized by Customer to use the Software.

## **2. Provision and Use of the Software.**

2.1. Subscription Right of Access and Use. Subject to the terms and conditions of this Agreement and each applicable Order Form, RegScale grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right, during the applicable subscription term, to access and use the Software in accordance with the Documentation, solely for Customer's internal business purposes on the applicable Authorized Systems. Customer agrees that its purchase of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written statements made with respect to future functionality or features. For Software hosted by Customer, Customer may make a reasonable number of backup copies of the Software for archival and disaster recovery purposes.

2.2. Support Services. During any applicable subscription term, RegScale will provide Support Services to Customer in accordance with RegScale's then-current support policy.

2.3. Use Guidelines and Restrictions. Customer is responsible for all activities conducted under its and its Users' logins to the Software. Customer shall use the Software in compliance with this Agreement, any applicable Order Form(s), the Documentation, and all applicable laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Software, or any part thereof, or make it available to anyone other than its Users or otherwise commercially exploit the Software; (ii) send or store in the Software any underlying personal health data, credit card data, personal financial data, or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store malicious code or infringing or unlawful material in connection with the Software; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Software or the data contained therein; (v) modify, copy, or create derivative works based on the Software, or any portion thereof; (vi) access or manipulate

Customer's database outside of the RegScale environment; (vii) access the Software for the purpose of building a competitive product or service or copying its features or user interface; or (viii) reverse engineer, decompile or disassemble the Software. (https://regscale.com)

2.4. Users. Customer will at all times be responsible for all actions taken under a User's account and for any breach of this Agreement by its Users. Customer will promptly notify RegScale of any suspected or alleged unauthorized access to or use of the Software. Any use of the Software in breach of this Agreement by Customer or its Users that in RegScale's reasonable judgment threatens the security, integrity, or availability of the Software may result in immediate suspension of Customer's access to the Software; provided that RegScale will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy the violation or threat.

2.5. Customer License. In the event Customer's License Profile and/or quantity of Licensed Products exceeds those set forth in an Order Form, Customer shall be responsible for all applicable overage fees. RegScale reserves the right to conduct periodic audits and reviews of Customer's Licensed Products and License Profile. Customer agrees to cooperate and provide RegScale with access to all systems to conduct such audit and review.

2.6. Order Forms; Partner Orders. Except for renewal Order Forms as set forth in Section 10.1 hereof, Customer may place orders under this Agreement by executing Order Forms. Order Forms may specify further details for licensing metrics for the Software. Pursuant to a separate agreement between Customer and an authorized reseller or partner of RegScale ("**Authorized Partner**"), Customer may purchase from the Authorized Partner certain products or services to be delivered by RegScale. In the event Customer is purchasing through an Authorized Partner under an agreement between the Authorized Partner and Customer (the "**Partner Agreement**"), this Agreement will apply with regards to the terms and conditions under which such products or services will be provided to and used by Customer, with the exception of terms for price, payment, and other order-specific terms set forth in the Partner Agreement. Notwithstanding anything to the contrary, the Partner Agreement is between Customer and the Authorized Partner and is not binding on RegScale. In the event of a conflict between this Agreement and a Partner Agreement, this Agreement shall govern as between RegScale and Customer.

2.7. Professional Services. Customer and RegScale may enter into Statements of Work ("**SOWs**") and/or Order Forms that describe specific Professional Services to be performed by RegScale with such SOWs and/or Order Forms to incorporate the terms of this Agreement. RegScale warrants that it will provide all Professional Services in a good, professional, and workmanlike manner consistent with applicable industry standards.

Where applicable, while onsite at Customer's premises for Professional Services, RegScale personnel will comply with reasonable Customer rules and regulations regarding any onsite visits that are made known to RegScale in advance. (https://regscale.com)

**2.8. Delivery of License Keys.** As soon as commercially practicable after the Effective Date, RegScale will electronically deliver to Customer license key(s) for the Software, provided that any use of the Software will at all times remain subject to the limitations and restrictions set forth in Section 2.3. Unless set out in an Order Form or a mutually executed SOW, RegScale will have no obligation to install or configure the Software for or on behalf of Customer.

### **3. Fees and Payment.**

**3.1. Fees.** Customer will pay all fees set forth on all Order Form(s) hereunder. Except as otherwise specified herein, payment obligations are non-cancelable, and fees paid are non-refundable. Stated fees are based on the Software, Licensed Products, License Profile, or Professional Services purchased as set forth on an Order Form and not actual usage. In the event Customer exceeds the products and services set forth on an Order Form, overage charges shall apply based on RegScale's then-current rates and Customer shall remit such charges to RegScale.

**3.2. Invoicing; Payment.** Unless otherwise specified on an Order Form, all fees are invoiced and payable in U.S. dollars and are invoiced annually at the start of the initial subscription term and in advance of each subscription anniversary date thereafter. All invoices issued by RegScale will be due and payable within thirty (30) days of the start date of the accompanying subscription term. On each anniversary of the subscription term RegScale may increase the then-current fees for the Software by the greater of eight percent (8%) or the percentage increase in the monthly Consumer Price Index, for All Items, U.S. City Average, All Urban Consumers (base year 1982-84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics for the most recent twelve (12) month period preceding the date of the proposed increase ("CPI"). Fees set forth on Order Forms exclude all applicable sales, use, and other taxes. Any fees that are not paid when due are subject to interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In the event of any dispute of an invoice, Customer shall notify RegScale in writing within thirty (30) days of receipt of the invoice of the disputed amount and the reason for the dispute, and the parties agree to first attempt to negotiate promptly and in good faith a reasonable settlement of the disputed amount. RegScale reserves the right to suspend the license to use the Software in the event that Customer is delinquent on any undisputed (in good faith) late payment obligations for more than thirty (30) days following written notice of such late payment.

3.3. Taxes. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use, and withholding taxes), if any, associated with this Agreement or Customer's receipt or use of the Software, except for taxes based on RegScale's income, employees, or property. If RegScale is required to collect or pay any tax for which Customer is responsible, RegScale will invoice Customer and Customer will pay such taxes and duties directly to RegScale unless Customer provides RegScale with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### 4. **Intellectual Property.**

4.1. Customer Data. As between RegScale and Customer, Customer owns all Customer Data. Customer grants to RegScale, its Affiliates and applicable contractors and/or service providers a limited-term license to host, copy, transmit, and display Customer Data, as reasonably necessary for RegScale to provide the Software or Support Services. Customer shall at all times remain responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.


4.2. Ownership. Except for the limited rights expressly granted under this Agreement, RegScale and its licensors retain all right, title, and interest in and to the Software, Documentation, Usage Data, and Professional Services (and any copies, enhancements, modifications, or derivative works thereof for each of the Software, Documentation, and Professional Services), including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.3. Feedback. RegScale shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Users relating to the operation of the Software. Customer shall have no obligation to provide feedback or suggestions, and RegScale shall have no obligation to use feedback or suggestions.

4.4. Usage Data. RegScale owns the statistical usage data derived from the operation of the Software ("**Usage Data**"). Nothing herein shall be construed as prohibiting RegScale from utilizing the Usage Data, provided that any such Usage Data shall be aggregated and de-identified so that it will not disclose the identity of Customer or any User(s) to any third party.

4.5. Open Source. Certain items of software may be provided to Customer with the Software and are subject to "open source" or "free software" licenses ("**Open Source**"), some of which may be owned by third parties. The Open Source is not subject to the terms and conditions of Sections 2.1 or 5. Instead, each item of Open Source is licensed under the terms of the end-user license that accompanies such Open Source. Nothing in



this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source. If required by any license for particular Open Source, RegScale makes such Open Source, and RegScale's modifications to that Open Source, available by written request.  (https://regscale.com)

**4.6. ML Functionality.** Machine learning-based and/or model capabilities ("**ML Functionality**") from third-party providers may be offered to Customer and licensed under the end-user license that accompanies such ML Functionality. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the ML Functionality. Customer may, at its sole discretion, share Customer Data with or otherwise utilize such ML Functionality solely on an opt-in basis. RegScale makes no representation or warranty, has no indemnity obligation or liability, regarding the use or performance of such ML Functionality and any use is solely at Customer's own risk. The ML Functionality is "as is".

## 5. **Confidentiality.**

**5.1. Protection of Confidential Information.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party may disclose Confidential Information to its Affiliates and service providers on a need-to-know basis, and such Affiliates and service providers may use such Confidential Information, in each case only for the purposes of fulfilling Receiving Party's obligations under this Agreement. The Receiving Party shall be liable to the Disclosing Party for all actions and omissions of its Affiliates and service providers with respect to such information as if such actions and omissions were those of the Receiving Party hereunder. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care), and promptly notify the Disclosing Party upon discovery of any unauthorized access or acquisition of Confidential Information and reasonably cooperate with the Disclosing Party's efforts to prevent, investigate, and remediate the breach of confidentiality.

**5.2. Limitations.** Receiving Party will not have any obligations under this Agreement with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (d) was rightfully

communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or (e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information as evidenced by written records. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such 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.

5.3. Retention of Confidential Information. Upon a party's written request, the other party will return, erase, delete, or destroy all copies of Confidential Information of the other party whether or not modified or merged into other materials, and certify in writing to the other party that such party has fully complied with these requirements. A party may retain archived copies of Confidential Information as required by applicable law or its data retention policies, provided that all such copies remain subject to the restrictions herein for so long as they are retained.

5.4. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## **6. Data Security and Data Privacy.**

6.1. Data Security and Data Privacy. RegScale agrees to maintain commercially reasonable data security policies, procedures, and controls that include appropriate administrative, technical, and physical safeguards. Each party agrees to comply with the requirements of all applicable state, national, and international laws and regulations and all applicable industry standards regarding the security, protection, and confidentiality of personally identifiable information with respect to the use of or provision of the Software. RegScale reserves the right to suspend the Software provided to Customer if RegScale reasonably determines that Customer's use of the Software poses any security or vulnerability risk or is a reasonable threat to the technical security or technical integrity of the Software, provided that RegScale will promptly recommence performance upon cessation of the threat. Notwithstanding any provision to the contrary in the Agreement, Customer acknowledges and agrees that use of the Software to transmit, process, or store underlying highly sensitive personal data such as social security numbers, passport or government assigned identification numbers, financial account numbers, payment card or other cardholder data, health or medical information, or any information that reveals racial or ethnic origin, political opinions, religious beliefs, or genetic or biometric data, is unnecessary for use of the Software and therefore



Customer shall be solely responsible for the transmission and processing of any such data, all of which is solely at Customer's own risk.



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## **7. Warranties.**

7.1. General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2. Performance Warranty. RegScale warrants that the Software will perform materially in accordance with the applicable Documentation. The foregoing only applies if the applicable Software has been utilized by Customer in accordance with the Documentation, this Agreement, and any applicable Order Form(s). RegScale will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct the non-performing Software, and in the event that RegScale is unable to correct the Software, Customer shall be entitled to terminate the non-conforming Software and receive a refund of any unused, prepaid fees covering the remainder of the subscription term after the date of termination for such non-conforming Software.

7.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7, REGSCALE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND REGSCALE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. REGSCALE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY REGSCALE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY HEREIN. REGSCALE MAKES NO WARRANTY REGARDING ANY NON-REGSCALE APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

## **8. Indemnification.**

8.1. Indemnification by RegScale. Subject to the terms and conditions of this Agreement, RegScale will defend Customer from any and all claims, demands, suits, or proceedings brought against Customer by a third party alleging that the Software, as provided by RegScale to Customer under this Agreement, infringes any patent,

copyright, or trademark or misappropriates any trade secret of any third party under United States law (each, an **"Infringement Claim"**). RegScale will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by RegScale, in connection with an Infringement Claim. In the event of an Infringement Claim, RegScale may, at its option: (i) obtain the right to permit Customer to continue using the Software, (ii) modify or replace the relevant portion(s) of the Software with a non-infringing alternative having substantially equivalent performance, or (iii) terminate this Agreement as to the infringing Software and provide a refund of any unused, prepaid fees for the infringing software covering the remainder of the subscription term after the date of termination. Notwithstanding the foregoing, RegScale will have no liability for any Infringement Claim of any kind to the extent that it results from: (a) modifications to the Software made by a party other than RegScale, (b) the combination of the Software with other products, processes, or technologies (where the infringement would have been avoided but for such combination), or (c) Customer's use of the Software other than in accordance with the Documentation, this Agreement, and any applicable Order Form (where the infringement would have been avoided but for such improper usage). This Section 8.1 states RegScale's entire liability and the Customer's exclusive remedy for any claims of infringement.

**8.2. Indemnification by Customer.** Subject to the terms and conditions of this Agreement, Customer will defend RegScale from any and all claims brought against RegScale by a third party alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify RegScale for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such claims.

**8.3. Procedure.** The party seeking indemnity under this Section 8 is required to comply with the following in order to be entitled to the defense and indemnification obligations of the other party: the indemnified party must (i) promptly notify the indemnifying party in writing of the claim or allegation, setting forth in reasonable detail the facts and circumstances surrounding the claim; (ii) give the indemnifying party sole control of the defense thereof and any related settlement negotiations, including not making any admission of liability or take any other action that limits the ability of the indemnifying party to defend the claim; and (iii) cooperate and, at the indemnifying party's request and expense, assist in such defense.

## **9. Limitation of Liability.**

**9.1. Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER

ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. (https://regscale.com)

**9.2. Disclaimer of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR (i) ERROR OR INTERRUPTION OF USE, LOSS, OR INACCURACY OR CORRUPTION OF DATA, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY (iii) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR (iv) LOSS OF REVENUES AND LOSS OF PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.3. Limitations.** The limitations set forth in Sections 9.1 and 9.2 shall not apply to: (i) the obligations set forth in Section 8 (Indemnification), (ii) violation or misappropriation of a party's intellectual property rights, (iii) damages arising from a breach by Customer of Section 2.3 (Use Guidelines and Restrictions), and (iv) damages arising from either party's gross negligence or willful misconduct.

## **10. Term and Termination.**

**10.1. Term.** This Agreement commences on the Effective Date and continues for as long as the subscription term set forth in any related and/or subsequent Order Form(s), unless earlier terminated as set forth herein. Subscription term(s) are as set forth on each applicable Order Form and will automatically renew for successive one-year periods at prices in accordance with Section 3, or as otherwise set forth on the Order Form, unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the end of the then-current subscription term.

**10.2. Termination for Cause.** Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach of this Agreement by the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.3. Effects of Termination.** Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer (including all Order Forms) will immediately terminate and Customer must promptly discontinue use of the Software. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RegScale prior to the effective date of termination. Upon any termination for cause by Customer, RegScale shall refund Customer any unused, prepaid fees covering the remainder of the subscription term after the date of termination. If this Agreement is

terminated by RegScale for cause, Customer shall remain responsible for any payments set forth on any outstanding Order Forms, regardless of whether such amounts have been invoiced or are payable at the time of such termination.

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**10.4. Survival.** Any provisions that are by their nature intended to survive termination of this Agreement will continue to survive following termination.

## **11. General.**


**11.1. Insurance.** Throughout the term of this Agreement, RegScale shall, at its own cost, maintain commercially reasonable insurance coverage. RegScale will provide evidence of such insurance to Customer upon reasonable written request.

**11.2. Governing Law; Attorneys' Fees.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each party hereby consents to the exclusive and personal jurisdiction and venue in the state and federal courts serving the Commonwealth of Virginia. The Parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The parties irrevocably waive any right to a trial by jury. The English language version of this Agreement shall govern in lieu of any translation. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

**11.3. Relationship of the Parties.** The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

**11.4. Notices.** All notices under this Agreement shall be in writing and may be sent by electronic mail. Notices shall be deemed to have been given upon the second business day after sending by email. Notices to RegScale shall be sent to [legal@regscale.com](mailto:legal@regscale.com). Notices to Customer may be sent to the individual that executed this Agreement on behalf of Customer by email, or at the address listed on the most recent executed Order Form.

**11.5. Assignment.** Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or RegScale without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the

foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms) without such consent to its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.   
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11.6. Publicity. Either party may include the other's name and logo in customer or vendor lists on such party's website and marketing collateral.

11.7. Force Majeure. Neither party will be liable for any failure in performance due to circumstances beyond such party's reasonable control, including without limitation, acts of God; acts of government; flood; fire; earthquakes; civil unrest; acts of terror; strikes; or other labor problems (other than those involving such party's employees); computer, telecommunications, internet service provider, or hosting facility failures or delays involving hardware, software, or power systems not within such party's possession or reasonable control; and denial of service attacks. For the avoidance of doubt, a force majeure event shall not include (a) financial distress, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

11.8. Export; Anti-Bribery. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Software in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act ("**FCPA**") and/or the Organization for Economic Cooperation and Development ("**OECD**") prohibiting foreign bribery and improper payments. RegScale agrees not to provide, and Customer agrees that it has not received or been offered, any illegal or improper bribe, kickback, payment, gift, or thing of value from any RegScale employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the foregoing, such party will use reasonable efforts to promptly notify the other party.

11.9. Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations ("**FAR**"), Customer acknowledges that elements of the Software constitute software and documentation and are provided as "**Commercial Items**" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government Customer as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("**DFARS**") and its successors. This U.S.

Government End User Section 11.9 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.



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**11.10. Headings; Severability; Waiver.** Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**11.11. Entire Agreement.** This Agreement, including all referenced hyperlinks, any attached schedules and exhibits, together with the Order Form(s) constitutes the final agreement between the parties, and is the complete and exclusive expression of the parties' agreement pertaining to the subject matter hereof. Any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded by this Agreement. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between RegScale and Customer and (2) this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.



(<https://regscale.com>)

## PRODUCT

Accelerate FedRAMP

Leverage OSCAL

Modules



Features

LEARN & ENGAGE  **RegScale**  
(<https://regscale.com>)

Blog

RegScale University

RegOps Community

Webinars

Documentation

## COMPANY

Join The Team

Newsroom

Partners

Contact

Leadership Team

<https://Regscale.Com/Legal/>

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(<https://www.security-innovation.org/sinet16-award/>)

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