

END USER LICENSE AGREEMENT

FinCtl Software

This End User License Agreement (this "Agreement") sets forth the terms and conditions under which the licensor identified in the applicable Order Form ("Supplier") grants a license for its proprietary FinCtl software (the "Software") to the subscribing party identified in the applicable Order Form ("Customer"). By accessing or using the Software, Customer accepts and agrees to be bound by this Agreement. If Customer does not agree to these terms, Customer shall not access or use the Software.

1. Definitions

"Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party.

"AWS Infrastructure" means the cloud computing infrastructure, hosting services, network systems, data centers, and related services provided by Amazon Web Services, Inc. or its Affiliates on which the Software is deployed and operated.

"Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the other Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, business plans, product design and architecture, security information, marketing plans, pricing and cost information, customer information, and product plans.

"Customer Data" means all data, records, files, information, or content, including text, sound, video, images, and software, that is input or uploaded by Customer or its Users to the Software, or collected, received, transmitted, processed, or stored by Customer or its Users using the Software in connection with this Agreement.

"Documentation" means the user guides, manuals, instructions, specifications, release notes, and other materials related to the Software, its use, operation, or maintenance, that Supplier publishes or provides under this Agreement.

"Licensed Materials" means the Software, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a subscription.

"Order Form" means the ordering document executed by the Parties specifying the scope of the subscription, fees, term, and any other applicable terms for Customer's use of the Software.

"Personnel" means a Party's or its Affiliate's directors, officers, employees, non-employee workers, agents, consultants, contractors, subcontractors, and any other person performing services on behalf of such Party.

"Proprietary Rights" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including without limitation all patents and patent applications, copyrights and mask work rights, trade secrets, trademarks, rights in data and databases, and analogous rights.

"Software" means the FinCtl software-as-a-service solution provided by Supplier to Customer as described in the applicable Order Form and Documentation, including any patches, bug fixes, corrections, updates, upgrades, modifications, enhancements, and new releases that Supplier provides as part of the subscription.

"Third-Party Infrastructure" means any hardware, software, systems, networks, platforms, or services not owned, operated, or controlled by Supplier, including without limitation the AWS Infrastructure, third-party network providers, internet service providers, telecommunications infrastructure, and any other cloud computing or hosting services utilized in the delivery of the Software.

"User" means Customer, its Affiliates, and any person or system authorized by Customer to access and use the Software as permitted under this Agreement.

2. License Grant and Restrictions

- 2.1 **License.** Subject to Customer's compliance with the terms of this Agreement and payment of all applicable fees, Supplier hereby grants to Customer during the term of the subscription a nonexclusive, worldwide, nontransferable (except in connection with a permitted assignment under Section 11.2), non-terminable (except as provided in Section 9) license to access and use the Software via the SaaS service, and to allow its Users to access and use the Software, in accordance with the Order Form, the Documentation, and the terms and conditions of this Agreement.
- 2.2 **Restrictions.** Except as specifically provided in this Agreement, Customer and any User of the Software, in whole or in part, may not: (a) copy the Software, in whole or in part; (b) distribute copies of the Software to any third party; (c) modify, adapt, translate, make alterations to, or make derivative works based on the Software or any part thereof; (d) except as permitted by applicable law, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code, algorithms, or the underlying structure of the Software; (e) use, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to any part of the Software to third parties; (f) use the Software to act as a consultant, service bureau, or application service provider; (g) permit access of any kind to the Software to any third party not authorized under this Agreement; or (h) use the Software for any High-Risk Activities.
- 2.3 **High-Risk Activities.** The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("High-Risk Activities"). Customer shall not use the Software for any High-Risk Activities.
- 2.4 **Acceptable Use.** Customer shall not intentionally use the Software to: (a) store, download, or transmit infringing or illegal content, or any viruses, Trojan horses, or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks, or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Supplier's systems or networks, or circumvent the security features of the Software; or (d) perform penetration testing, vulnerability testing, or other security testing on the Software or Supplier's systems or networks without Supplier's prior written consent.

3. Proprietary Rights

- 3.1 **Ownership.** Subject to the license granted herein, Supplier retains all right, title, and interest in and to the Software, Documentation, and all Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement shall be construed or interpreted as granting to Customer any rights of ownership or any other proprietary rights in or to the Software or any Proprietary Rights therein.
- 3.2 **Customer Data.** Customer is and shall continue to be the sole and exclusive owner of all Customer Data, including all Proprietary Rights therein. Supplier shall not access, use, or disclose to any third party any Customer Data for any purpose other than as necessary for providing the Software and performing its obligations under this Agreement.
- 3.3 **Feedback.** Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Software ("Feedback"). Supplier may use and incorporate Feedback in its products and services without compensation or accounting to Customer, provided that neither Supplier nor its use of the Feedback identifies Customer as the source of such Feedback. Customer shall have no obligation to provide Feedback, and all Feedback is provided "as is" and without warranty of any kind.

4. Third-Party Infrastructure Disclaimer and Limitation

- 4.1 **AWS Infrastructure and Third-Party Services.** Customer acknowledges and agrees that the Software is deployed on and delivered through the AWS Infrastructure and may rely on other Third-Party Infrastructure for its operation. Customer further acknowledges that the AWS Infrastructure and other Third-Party Infrastructure are operated and maintained by third parties that are not under the control of Supplier. Amazon Web Services, Inc. and its Affiliates are not parties to this Agreement and have no liability or obligations hereunder.
- 4.2 **No Liability for Third-Party Infrastructure Failures.** Supplier shall have no liability, responsibility, or obligation whatsoever with respect to any failure, error, interruption, unavailability, security breach, data loss, degradation in performance, or other adverse event arising from or related to the Third-Party Infrastructure, including without limitation: (a) any failure, outage, or disruption of the AWS Infrastructure or any component thereof; (b) any cyberattack, distributed denial-of-service attack, unauthorized access, or other security incident directed at or affecting the AWS Infrastructure or other Third-Party Infrastructure; (c) any malfunction, error, bug, or defect in the AWS Infrastructure or Third-Party Infrastructure; (d) any network connectivity issues, latency, or data transmission failures arising within the AWS Infrastructure or Third-Party Infrastructure; (e) any act or omission of Amazon Web Services, Inc. or its Affiliates, or any other third-party provider of infrastructure, hosting, or network services; (f) any scheduled or unscheduled maintenance of the AWS Infrastructure or Third-Party Infrastructure; (g) any data loss or corruption occurring within or caused by the AWS Infrastructure or Third-Party Infrastructure; or (h) any infringement, misappropriation, or violation of any Proprietary Rights by the AWS Infrastructure or Third-Party Infrastructure or any component thereof.
- 4.3 **Separation of Software and Infrastructure.** The Parties acknowledge that the Software is a separate and distinct product from the AWS Infrastructure and any other Third-Party Infrastructure on which it operates. Supplier's warranties, indemnification obligations, service levels, and any other obligations under this Agreement apply solely and exclusively to the Software itself and not to the AWS Infrastructure or any other Third-Party Infrastructure. Customer's sole recourse with respect to any claims, losses, or damages arising from or related to the AWS Infrastructure or other Third-Party Infrastructure shall be directly against the applicable third-party provider under the terms of any agreement Customer may have with such provider.
- 4.4 **Customer Responsibility.** Customer is solely responsible for: (a) procuring and maintaining any agreements or subscriptions with Amazon Web Services, Inc. or other third-party providers as may be necessary for Customer's use of the Software; (b) complying with the terms of any such agreements; and (c) any costs, fees, or charges imposed by Amazon Web Services, Inc. or other third-party providers. Customer acknowledges that Supplier has no obligation to provide support or remediation for issues arising from or related to the Third-Party Infrastructure.

5. Warranties

- 5.1 **Software Warranty.** Supplier represents and warrants to Customer that: (a) the Software will conform, in all material respects, to the Documentation during the term of the subscription; (b) the Software will not contain any automatic shut-down, lockout, time bomb, or similar mechanism that could interfere with Customer's exercise of its rights under this Agreement; and (c) Supplier will use industry-standard practices designed to detect and protect the Software against viruses, Trojan horses, worms, spyware, adware, or other harmful code designed for unauthorized access to, or destruction of, information within the Software.
- 5.2 **Warranty Exclusions.** Supplier shall have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Customer in violation of this Agreement or applicable law; (b) modifications to the Software not provided by Supplier or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Supplier or contemplated by the Documentation; (d) use by Customer of the Software in conflict with the Documentation; or (e) any failure, error, or deficiency of the Third-Party Infrastructure, including without limitation the AWS Infrastructure.
- 5.3 **Remedies.** If the Software fails to conform to the warranties set forth in Section 5.1, Supplier shall promptly, at its option and expense, correct the Software as necessary to conform to the warranties. If Supplier does not correct the Software within thirty (30) days (the "Cure Period"), Customer may elect to terminate the subscription and this Agreement, and Supplier shall provide Customer with a refund of any fees prepaid by Customer, prorated for the unused portion of the subscription. This remedy constitutes Customer's sole remedy

and Supplier's exclusive liability for breach of the warranties set forth in this Section 5, except as provided in Section 8.

- 5.4 **Power and Authority.** Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.
- 5.5 **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SUPPLIER DOES NOT WARRANT: (A) THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS; (B) THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; OR (C) THAT THE AWS INFRASTRUCTURE OR ANY OTHER THIRD-PARTY INFRASTRUCTURE WILL PERFORM WITHOUT INTERRUPTION OR ERROR.

6. Confidentiality

- 6.1 **Obligations.** The Parties shall maintain as confidential and shall avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party shall protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Each Party shall restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6.
- 6.2 **Exceptions.** Confidential Information shall not include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure; (d) was lawfully received, without restriction as to use or disclosure, from a third party who does not have an obligation of confidentiality; or (e) is developed by the Receiving Party independently without use of or reference to the Disclosing Party's Confidential Information.
- 6.3 **Compelled Disclosure.** If required by applicable law, including regulatory requirements, subpoena, court order, or governmental action, the Receiving Party may disclose Confidential Information but shall give reasonable prior notice to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefore or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

7. Data Protection

- 7.1 **Compliance.** Each Party shall comply with all applicable data protection and privacy laws and regulations applicable to its performance under this Agreement.
- 7.2 **Security.** Supplier shall, consistent with industry-standard practices, implement and maintain physical, administrative, and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Customer Data; and (b) to protect Customer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration, or disclosure.
- 7.3 **Security Incident Notification.** Supplier shall inform Customer promptly upon discovery of any material unauthorized access to, or unauthorized loss, use, or disclosure of any Customer Data (a "Security Incident"), provided that such notification is not prohibited by law. Supplier shall investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use, or disclosure of Customer Data.

7.4 **Data Processing.** If Supplier processes personal data on behalf of Customer in connection with this Agreement, the Parties shall enter into a separate data processing addendum consistent with applicable data protection law.

7.5 **Limitation Regarding Third-Party Infrastructure.** For the avoidance of doubt, Supplier's obligations under this Section 7 apply solely to security measures and data handling within the Software and Supplier's own systems. Supplier shall have no liability for any Security Incident, data breach, or data loss to the extent caused by or arising from failures, vulnerabilities, or breaches within the AWS Infrastructure or other Third-Party Infrastructure.

8. Indemnification

8.1 **Supplier Indemnity.** Supplier shall, at its own expense, defend the Customer from and against any claims, actions, proceedings, and suits brought by a third party to the extent arising out of or alleging infringement, misappropriation, or violation of any Proprietary Rights by the Software or Customer's use thereof as permitted under this Agreement. Supplier shall pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement. Supplier's liability under the preceding only applies provided that (i) Supplier, without unreasonable delay, is notified in writing by Customer of any claim or action brought, (ii) Supplier alone may decide on the defense against such action and conduct negotiations on settlement or conciliation, and (iii) Customer, at its own expense, assists Supplier in the manner reasonably requested by the Supplier.

8.2 **Exclusions from Supplier Indemnity.** Supplier shall have no liability or obligation under Section 8.1 with respect to any claim to the extent attributable to: (a) modifications to the Software not provided by Supplier or its Personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by Supplier or not specifically referenced in the Documentation; (c) use of the Software by Customer in breach of this Agreement; or (d) any aspect of the Third-Party Infrastructure, including without limitation the AWS Infrastructure, or any Proprietary Rights claim relating thereto.

8.3 **Infringement Remedy.** If the Software is held, or in Supplier's opinion is likely to be held, to infringe any Proprietary Rights, Supplier shall at its option and expense: (a) procure for Customer the right to continue using the affected Software; or (b) modify or replace the affected Software so that it is reasonably comparable in functionality and does not infringe any third-party Proprietary Rights. If Supplier cannot accomplish either of the foregoing on a commercially reasonable basis, either Party may terminate the subscription and this Agreement, and Supplier shall refund to Customer any fees prepaid for the unused portion of the subscription.

8.4 **Customer Indemnity.** Customer shall, at its expense, defend Supplier from and against any and all claims, actions, proceedings, and suits brought by a third party to the extent arising out of or alleging: (a) infringement, misappropriation, or violation of any Proprietary Rights by the Customer Data or Supplier's use thereof as permitted under this Agreement; (b) Customer's breach of Section 2.4 (Acceptable Use); or (c) Customer's use of the Software in violation of applicable law. Customer shall pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement. Supplier shall without undue delay notify Customer of any claim or action brought against it.

9. Limitation of Liability

9.1 **Exclusion of Indirect Damages.** IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **General Cap.** SUPPLIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE FEES PAID AND REQUIRED TO BE PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9.3 **Exceptions.** The exclusions of and limitations on liability set forth in Sections 9.1 and 9.2 shall not apply to: (a) Supplier's gross negligence or willful misconduct; or (b) any costs of defense and amounts awarded against Customer by a court of competent jurisdiction or agreed upon pursuant to settlement that are subject to Supplier's indemnification obligations under Section 8.1, provided that the aggregate cap for such

indemnification obligations shall not exceed three (3) times the fees paid and required to be paid under this Agreement in the twelve (12) months preceding the event giving rise to the liability.

- 9.4 **Third-Party Infrastructure.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHERWISE, FOR ANY LOSSES, DAMAGES, CLAIMS, OR COSTS ARISING FROM OR RELATED TO ANY FAILURE, ERROR, INTERRUPTION, SECURITY BREACH, INFRINGEMENT OF PROPRIETARY RIGHTS, OR OTHER ADVERSE EVENT ATTRIBUTABLE IN WHOLE OR IN PART TO THE AWS INFRASTRUCTURE OR ANY OTHER THIRD-PARTY INFRASTRUCTURE. THIS EXCLUSION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH ANY CLAIM IS BASED.

10. Term and Termination

- 10.1 **Term.** This Agreement shall continue in full force and effect for the term specified in the applicable Order Form, unless terminated earlier by either Party as provided herein.
- 10.2 **Termination for Breach.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days following its receipt of written notice of the breach from the non-breaching Party.
- 10.3 **Termination for Convenience by Supplier.** Supplier may terminate this Agreement upon ninety (90) days' prior written notice to Customer if Supplier determines, in its reasonable discretion, that continued provision of the Software is no longer commercially viable or that changes to the AWS Infrastructure or other Third-Party Infrastructure materially impair Supplier's ability to provide the Software. In such event, Supplier shall refund to Customer any fees prepaid for the unused portion of the subscription.
- 10.4 **Effect of Termination.** Upon termination or expiration of this Agreement, Customer's right to access and use the Software shall terminate and may be disabled and discontinued. Supplier shall, within forty-five (45) days following termination or expiration and upon Customer's written request, extract from the Software and return to Customer all Customer Data in a then-current, standard nonproprietary format. Following delivery of Customer Data and Customer's confirmation thereof, Supplier may permanently delete Customer Data from its systems.
- 10.5 **Survival.** Sections 3 (Proprietary Rights), 4 (Third-Party Infrastructure Disclaimer and Limitation), 6 (Confidentiality), 8 (Indemnification), 9 (Limitation of Liability), 10.4 and 10.5 (Effect of Termination and Survival), and 11 (General Provisions) shall survive the expiration or termination of this Agreement. The confidentiality obligations under Section 6 shall expire five (5) years following the expiration or termination of this Agreement, except with respect to any Confidential Information constituting a trade secret.

11. General Provisions

- 11.1 **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations of the SCC shall apply where the amount in dispute does not exceed EUR 250,000; in all other cases, the Arbitration Rules of the SCC shall apply and the arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English, or if so agreed, Swedish.
- 11.2 **Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Supplier may assign this Agreement in its entirety to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger, or otherwise, without Customer's consent. Any attempted assignment in contravention of this Section shall be null and void.
- 11.3 **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, governmental action, failure of the AWS Infrastructure or other Third-Party Infrastructure, cyberattacks directed at the AWS Infrastructure or other Third-Party Infrastructure, or other

causes beyond its reasonable control (a "Force Majeure Event"). For the avoidance of doubt, any failure, outage, or disruption of the AWS Infrastructure or other Third-Party Infrastructure shall constitute a Force Majeure Event with respect to Supplier's obligations hereunder.

- 11.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. The terms and conditions of this Agreement shall not be changed, amended, modified, or waived unless such change is in writing and signed by authorized representatives of the Parties.
- 11.5 **Severability.** If any term or condition of this Agreement is held invalid or unenforceable by a court or arbitral tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- 11.6 **No Third-Party Beneficiaries.** Except as specified in Section 8 with respect to indemnified parties, nothing express or implied in this Agreement is intended to confer upon any person other than the Parties any rights, remedies, obligations, or liabilities whatsoever.
- 11.7 **Notices.** To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Notice shall be deemed given upon written verification of receipt.
- 11.8 **Relationship of Parties.** The relationship of the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create or imply an agency relationship between Customer and Supplier, nor shall this Agreement be deemed to constitute a joint venture or partnership between them.
- 11.9 **Subcontracting.** Supplier may use subcontractors in its performance under this Agreement, provided that Supplier remains responsible for all its duties and obligations hereunder and agrees to be directly liable for any act or omission by such subcontractor to the same degree as if the act or omission were performed by Supplier.
- 11.10 **Publicity.** Neither Party shall issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark, or logo of the other Party, without the other Party's prior written consent.