

SWEEP MASTER SUBSCRIPTION AGREEMENT

Last updated on 20 August 2025

THESE TERMS AND CONDITIONS (the "**Agreement**") CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND THE APPLICABLE ENTITY OF SWEEP, AS DESCRIBED UNDER THE ORDER, AS DEFINED BELOW ("**COMPANY**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. In any event, references herein to "**Customer**" means you or such entity (as the case may be). Company and Customer shall be referred to herein, each, as a "**Party**" and collectively, the "**Parties**".

By clicking the "I Accept" button below or by otherwise installing or using any part of the Service (as defined below), Customer acknowledges these terms and conditions and represents that it has fully read and understood, and agrees to be bound by, the following (the date of such occurrence being the "**Effective Date**"): (a) this Agreement; and (b) other supplemental terms and policies that this Agreement expressly incorporates by reference, and which are thereby made a part of this Agreement.

IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NEITHER CLICK "I ACCEPT" NOR INSTALL OR USE ANY PART OF THE SERVICE.

The language of this Agreement and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions is hereby expressly agreed to be the English language. By entering into the Agreement, Customer hereby irrevocably and unconditionally waives any law applicable to Customer requiring that the Agreement be localized to meet Customer's language or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

Company and Customer acknowledge that, notwithstanding the Customer clicking the "I Accept" button, the terms and conditions of this Agreement shall not apply, and shall not bind either Company or Customer, if Company (or a Company affiliate) and Customer have entered into a separate, non-electronic license agreement for the Service.

1. Ordering

- 1.1 Customer may purchase a Subscription (as defined below) directly from Company via an order form executed with Company (an "**Order Form**"). Each Order Form is hereby incorporated into this Agreement by reference and constitutes an integral part thereof. A Customer's Affiliate (as defined below) will have the right to enter into an Order Form referencing this Agreement and thereby indicating its agreement to be bound by the terms of this Agreement as if it were an original party hereto. In such case, for purposes of such Order Form, such Customer's Affiliate will be deemed to be the "Customer" hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and an applicable Order Form, this Agreement shall prevail (unless such applicable Order Form specifically states otherwise). "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means owning 50% or more of the voting securities of such entity or the ability to direct managerial decisions or board decisions of such entity.
- 1.2 Additionally, Customer may purchase a Subscription pursuant to the terms hereof from an online marketplace and/or by partner, reseller or distributor authorized by Company (each, a "**Partner**") via an agreement with Partner or otherwise a Partner order form ("**Partner Order Form**"). If Customer has purchased a Subscription from a Partner via a Partner Order Form: (a) to the extent there is any conflict between this Agreement and Partner Order Form, as between Customer and Company, this Agreement shall prevail; and (b) any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, shall apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company. An Order Form together with a Partner Order Form are referred to herein collectively as an "**Order**".

2. Subscription

- 2.1 Access Right. Subject to the terms and conditions of the Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Company's software-as-a-service (the "**Service**") during the Subscription Term (defined below), solely for Customer's internal purposes (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Subscription**" also includes any appliance and any manual or documentation ("**Documentation**") provided or made available to Customer in connection with the operation of the Service. Customer may use the Service subject to the use limitations specified in the Agreement or in any Partner Order Form (if purchased via Partner) and applicable laws and regulations.
Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service.
- 2.2 Additional Purchases. Purchases of access to additional modules, tools, functionalities and/or or features of the Service (collectively, a "**Feature**") and/or purchases of additional volume under the Subscription Scope (collectively, "**Additional Purchases**"), shall be made by mutually signed written addendum to the Agreement or by executing a new order form, in each case according to the pricing agreed between the Parties (or the pricing pre-agreed in any applicable Order Form, if any). If Additional Purchases take effect during a Subscription Term, the Subscription Fees and the term thereof will be prorated to be coterminous with said Subscription Term.
- 2.3 Account Setup. In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface ("**Account**"), and each User may need to set up a user account (each, a "**User Account**", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and

liable for all activities that occur under or in the Account. Customer will require that all employees of Customer authorized to access and use the Service (each, a “User”) keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of the Agreement by a User. Customer shall be further responsible and liable for all activities of its Users and any and all unauthorized access or use of the Service must be immediately reported to the Company.

2.4 **Hosting.** The Service is hosted by a third party hosting services provider selected by Company (currently Amazon Web Services) (“**Hosting Provider**”), and accordingly the availability of the Service shall be in accordance with the Hosting Provider’s then-current uptime commitments.

3. **Support Services and Professional Services**

3.1 Company shall provide support and maintenance services in accordance with Company’s then current Service Level Agreement which shall be provided by Company upon request (“**SLA**”). The support and maintenance services may be performed by Company, a Partner and/or Company’s certified third party providers. Company shall be responsible for such service providers’ performance of the support and maintenance services. The term Subscription shall include the support and maintenance services provided under the SLA and any Professional Services (as defined below).

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

4. **Subscription Fees**

4.1 **Subscription Fees.** If Customer has purchased the Subscription directly from Company, this Section 4 shall apply. Customer shall pay Company the Subscription fees specified in the applicable Order Form (the “**Subscription Fees**”).

4.2 **Other Fees.** Customer shall pay Company whatever other fees or charges are specified in the applicable Order Form or in any SOW (“**Other Fees**”, and together with the Subscription Fees, the “**Fees**”).

4.3 **General.** Unless expressly stated otherwise in the Agreement: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under the Agreement are non-refundable (except as explicitly stated under Section 13.2) and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

4.4 **Suspension.** Company reserves the right to temporarily suspend provision of Service: (a) if Customer is seven (7) days or more overdue on a payment; (c) if Company deems such suspension necessary as a result of Customer’s breach under Section 5 (Subscription Restrictions); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service’s cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company’s control, or (d) as required by law or at the request of governmental entities.

4.5 **Taxes.** Amounts payable under the Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company’s net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under the Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement the Agreement, shall be void and of no effect.

4.6 **Purchase from Partner.** If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of the Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

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

structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as (or substantially similar to) it nor use the Service to create or develop a product or model that competes with the Company; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (k) use the AI Functionalities (as defined below) to process any health information, personal information, financial information or any other category of confidential information or sensitive information, as defined under applicable laws; (l) disclose to any third party information related to the AI Functionalities; (m) use any automated or programmatic method to extract data or output from the AI Functionalities, including scraping, web harvesting, or web data extraction; nor (n) use the Service in violation of applicable laws or third-party rights or for unethical purposes.

6. Personal Data. To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("**DPA**") and shall return such DPA signed to Company as described therein. The DPA, once executed shall be deemed as an exhibit to this Agreement.

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

8. Intellectual Property Rights

8.1 Service. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property, including, without limitation, the AI Functionalities; (b) any of the Company's pre-existing intellectual property including, without limitation, Company's templates of Customer Relationship Management related processes; and (c) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company with the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

8.2 If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Service (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8.3 Any anonymous information, which is derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) and which is not personally identifiable information (and which does not identify Customer) ("**Analytics Information**") may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

8.4 While using the Service, certain electronic data will be made available and/or accessible via the Service (the "**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Service and related services hereunder. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws, including, without limitation privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Company's affiliates, subsidiaries, third party service providers and vendors as reasonably necessary to provide the Service. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. As part of the Service, Company may provide various AI-enabled features and functionalities ("**AI Functionalities**"). The AI Functionalities could involve integrations with third parties. Use of the AI Functionalities is only available in supported geographies. Customer shall obtain and maintain all necessary consents, rights and permits and provide all necessary notices for such use of Customer's Content (including, without limitation, User Submissions) by Company in relation to the AI Functionalities. In connection with Customer's use of the AI Functionalities, Customer may provide input ("**Input**"), and receive output generated and returned by the AI Functionalities based on the Input ("**Output**"). Customer acknowledges that it is not required by law or otherwise to provide any specific Input and that any Input is provided on a voluntary basis. In addition, Customer acknowledges that the Output is subject to, depends on, and is a function of the Input. Customer may not use AI Functionalities to create or share Output in a manner that violates this document and/or any third-party policies, including, without limitation, Anthropic's [Usage Policy](#), [Commercial Terms](#), applicable [Service Specific Terms](#), and

[Supported countries & regions](#); and OpenAI policies, including, without limitation, OpenAI's [Content Policy](#); [Usage Policy](#), [Sharing and Publication Policy](#), [Community Guidelines](#), and OpenAI [Terms](#); as well as the [Azure AI Policy](#). Customer shall not represent that output from the AI Functionalities was human-generated when it is not or otherwise violate these Terms.

8.5

9. Third Party Components. The Service may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components may be provided by Company upon request as may be updated from time to time by Company in its sole discretion. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

10. Confidentiality. Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Notwithstanding anything to the contrary, it is hereby agreed that the fees and payment terms specified in the Order Form and in this Agreement shall be deemed as Company's Confidential Information and Customer may not share or disclose such information to any third party without Company's explicit prior written consent. Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 10 with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under the Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 8.4.

11. DISCLAIMER OF WARRANTIES. Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 AND THIS SECTION 11, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

12. LIMITATION OF LIABILITY. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 13 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER): (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY

PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THE AGREEMENT.

13. Indemnification

- 13.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under the Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.
- 13.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order upon written notice to Customer, and Customer shall be entitled to receive from Company or Partner (if purchase via a Partner) a pro-rated refund of any prepaid Subscription Fees under such Order based on the remaining period of the corresponding Subscription Term(s).
- 13.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; or (ii) combination or use of the Service with equipment, devices or software not supplied by Company
- 13.4 This Section 13 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

14. Term and Termination

- 14.1 Agreement Term. The Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until all Orders expire or are terminated.
- 14.2 Order Term. Each Order shall be valid during the service subscription period specified in such Order ("**Subscription Term**"). With respect to each Order Form, unless otherwise specified in the applicable Order Form, following the Initial Subscription Term and/or any Renewal Subscription Term (as such capitalized terms are defined below), the Order Form shall automatically renew for successive one year terms (each at Company's then current pricing and packaging or as otherwise mutually agreed by the Parties in writing) (each, a "**Renewal Subscription Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form, not less than ninety (90) calendar days prior to the expiration of the then-current Subscription Term. For purposes of this Section 14.1, (i) "**Initial Subscription Term**" means the initial subscription period specified in a respective Order Form (including, if relevant, any trial period), and (ii) notwithstanding the foregoing, with respect to each Order Form, the Subscription Term shall mean the applicable Initial Subscription Term together with any Renewal Subscription Term.
- 14.3 Termination For convenience. Each Party may terminate the Agreement upon thirty (30) days prior written notice to the other Party, provided that this Agreement shall continue to apply to any valid Order that has not been separately terminated or expired upon termination of this Agreement.
- 14.4 Termination for Breach. Each Party may terminate the Agreement and/or the applicable Order Form immediately upon written notice to the other Party if the other Party commits a material breach under the Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days). Company may terminate a Partner Order Form in case Customer commits a material breach under the Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach.
- 14.5 Termination for Bankruptcy. Each Party may terminate the Agreement and/or the applicable Order Form upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.
- 14.6 Effect of Termination: Survival. Upon termination of any applicable Order for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Service thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination, which become immediately due and payable, and if necessary, Company shall issue a final invoice therefor. The provisions of the Agreement that, by their nature and content, must survive the termination of the Agreement in order to achieve the fundamental purposes of the Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.
15. **Miscellaneous**. The Agreement, including the DPA (if applicable), and any schedules attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written

agreement executed by both Parties. Any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of the Agreement, shall be of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Company may use the trademarks, service marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure to state that Customer is a customer of Company. Except as stated otherwise herein, the Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which the Agreement relates. Without derogating from and subject to the abovementioned, the Agreement will bind and benefit each Party and its respective successors and assigns. The Agreement shall be governed by and construed under the laws of the applicable state pursuant to the table below, without reference to principles and laws relating to the conflict of laws. The competent courts of the applicable city pursuant to the table below shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to the Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. The Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after 13:00 (and sender receives acknowledgment of receipt).

If Customer is domiciled in:	Governing law:	Exclusive jurisdiction:
Israel	The laws of the State of Israel	The competent courts of Tel Aviv – Yafo, Israel
EU/UK	The laws of England and Wales	The competent courts of London, England
Otherwise	The laws of the State of New-York	The competent courts of New-York, NY. Each Party irrevocably waives its right to trial of any issue by jury (if applicable)
