

Markt-Pilot Customer Software-as-a-Service Agreement

(Version 2.02 as of September 29, 2025)

Master Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of the date of signature of the applicable Order Form(s) (the "**Effective Date**"), is by and between MARKT-PILOT, a Delaware Inc. with offices located at 625 W Adams St. Suite 18-122 Chicago, IL. 60661 ("**Provider**"), and the customer as declared in the applicable Order Form(s) ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

THIS AGREEMENT CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US. IF YOU WISH TO OPT OUT OF BINDING ARBITRATION, PLEASE EMAIL US AT LEGAL@MARKT-PILOT.COM AND LET US KNOW WITHIN 30 DAYS OF YOUR INITIAL ACCEPTANCE OF THIS AGREEMENT.

WHEREAS, Provider provides access to the Services to its customers directly and through the AWS Marketplace as defined herein; and

WHEREAS, Customer desires to access the Services through the AWS Marketplace, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- (c) "**AWS Marketplace**" means the marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time.
- (d) "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- (e) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

- (f) **"Order Form"** means a written or document executed by the Parties that references this Agreement and sets forth the specific Services to be provided by the Provider, including without limitation the description of Services, applicable fees, subscription term, usage limits, payment terms, and any additional terms or conditions. Each Order Form shall be governed by and incorporated into this Agreement by reference.
- (g) **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- (h) **"Private Offer"** means a customized, non-public commercial proposal issued by a Provider to Customer via the AWS Marketplace that enables the subscription to Services under negotiated pricing, payment schedules, and end-user license terms that supersede the Provider's standard public listing.
- (i) **"Services"** means the software-as-a-service offering described in the applicable Order Form. Services include proprietary technologies used by Provider to gather information from publicly accessible online sources. If exact pricing information cannot be ethically provided (e.g., directly sourced quotes), such data will be anonymized and randomized within +/- 5% and clearly labelled accordingly in the Services.
- (j) **"Service Listing"** means the description of Services and other product information listed on the AWS Marketplace and offered by Provider, including any support services and Provider's policies and procedures incorporated or referenced in the product information. The Services Listing may also describe, incorporate or reference Provider's security practices or disclosures concerning Open Source Software.
- (k) **"Third-Party Products"** means any third-party products provided with or incorporated into the Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 11(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- (b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- (c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any

time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- (f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable

law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

- (g) Changes. Provider may change the functionality, product name, or web address of the Services at any time in a manner reasonable to the Provider, including but not limited to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable laws and regulations. Such changes are particularly reasonable if they are necessary for an important reason, such as performance issues from subcontractors or for security or regulatory reasons, and if the agreed-upon features and main obligations of Provider remain intact. Provider will notify Customer of any material changes that adversely impact Customer's use of Services with reasonable notice. These provisions apply only if the main performance obligations of Provider remain unaffected by the changes.
- (h) Service Levels and Support.
 - i. Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in the [Service Level Agreement](#) shared with Customer, which is hereby incorporated by reference into this Agreement.

3. Customer Responsibilities.

- (a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions including our Terms of Use (<https://www.markt-pilot.com/en/terms-of-use>) and Privacy Policy (<https://www.markt-pilot.com/en/privacy-policy>), which are hereby incorporated by reference into this Agreement. Customer must ensure that Customer Data does not violate applicable laws or third party rights. In case of any conflicting terms between the Terms of Use and this Agreement, the terms of this Agreement will supersede.
- (b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.
- (c) Customer Service and Quality Assurance
 - i. Customer must promptly report Service disruptions ("Errors") and potential threats (e.g., unauthorized third-party access, malware) to Provider via email at support@markt-pilot.com or through the in-app chat function in the Services. Provider is entitled to change the service contact points and provide other reasonable contact methods. Provider will notify Customer of such a change at least two weeks in advance. Error reports

made through other communication channels will not be considered valid; deadlines for error resolution will not begin.

- ii. Customer will take all reasonable steps to identify, isolate, and document the Error and its causes. Error reports should include sufficient detail to enable efficient troubleshooting, such as error descriptions, screenshots, steps to reproduce, and relevant system information.
 - iii. If error reports are not valid, the deadlines for error resolution will not begin.
 - iv. Provider will resolve properly reported Errors within a reasonable timeframe.
 - v. Customer's warranty claims are excluded if Customer caused the Error, particularly:
 1. Through unauthorized interventions in the Services using software or other technical means that alter, expand, or jeopardize the functioning of the Services,
 2. By accessing the Services using other technical means than the software provided by Provider or browsers not listed in the system requirements.
 3. If a review determines that no Error exists or Provider is not liable for the Error under warranty, Provider may charge a service fee based on its valid price list at the time of the error review, unless the Customer proves that the misunderstanding regarding the Error or Provider's responsibility for the Error was not caused by them.
4. Fees and Payment.
- (a) Fees. All fees for the Services ("**Fees**") procured through the AWS Marketplace shall be as set forth in the applicable Private Offer or Order Form. Payment shall be processed through the AWS Marketplace billing infrastructure in accordance with AWS Marketplace terms. To the extent the SaaS Agreement or Order Form contains payment terms that conflict with the AWS Marketplace billing mechanics (including payment timing, invoicing method, and currency), the AWS Marketplace terms shall prevail for transactions processed through the AWS Marketplace.
 - (b) All fees are exclusive of taxes and similar assessments. Customer is responsible for all applicable sales, use, excise taxes, and other similar taxes, duties, and charges as further described in Section 4(b) of this Agreement and Section 4.3 of the Order Form. If Customer is located in Canada, all fees are exclusive of GST, PST, and HST.
 - (c) Fee Adjustments at Renewal. Upon each renewal of the Initial Term or any Renewal Term, Provider may adjust the Fees to reflect changes in the cost of providing the Services. The Fees for the renewed Term may be increased by an amount equal to the greater of: (a) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics (or, if such index is no longer published, a comparable successor index agreed upon by the Parties), measured over the most recent twelve (12) month period available prior to the renewal date; or (b) five percent (5%). Any such adjustment shall be effective as of the first day of the Renewal Term and shall not require prior notice beyond that required for renewal under this Agreement. If Customer does not agree to

this increase, either party can choose to terminate the subscription at the end of the then-current term by giving the notice required in the section 10.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Within 60 days of the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
6. Data Privacy.
 - (a) Provider will process the Customer's personal data, related to the conclusion and performance of this Agreement, in accordance with applicable data protection laws. Full information on the processing of personal data by Provider is available in our privacy policy at <https://www.markt-pilot.com/en/privacy-policy>. If Provider processes personal data for which the Customer is the data controller or if access to such data cannot be excluded, the parties will enter into a [Data Processing Addendum](#) ("DPA") which is hereby incorporated by reference into this Agreement, in accordance with the applicable legal requirements.
 - (b) MARKT-PILOT is entitled to use all data and/or content in aggregated, anonymized and/or randomized form for the permanent improvement of the general offer. The customer has the option to object to this use of data at any time.
7. Intellectual Property Ownership; Feedback.
 - (a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

- (b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.
- (c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

8. Warranty Disclaimer.

THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

- (iii) This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.
 - (b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
 - (c) Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$30,000, WHICHEVER IS LESS.
11. Term and Termination.
- (a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the initial period as listed in the applicable Order Form

signed quote from such date (the "**Initial Term**"). This Agreement will automatically renew for up to 1 additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Provider will give at least 45 days written notice to Customer of any upcoming automatic renewal in accordance with applicable laws and regulations.

- (b) Termination. In addition to any other express termination right set forth in this Agreement:
- i. Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 120 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 5;
 - ii. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 60 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - iii. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - iv. For avoidance of doubt, any cancellation or termination through the AWS Marketplace is not a Termination of this Agreement in any way, and only the Termination rights identified in the Agreement herein apply.
- (c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- (d) Survival. This Section 10(d) and Sections 1, 4, 5, 6, 8, 9, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole

and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement will not have any liability or obligations hereunder.

- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- (c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- (f) Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
- (g) Binding Arbitration.
 - i. Any dispute arising out of or relating to this Services Agreement, including the breach, termination or validity thereof, shall be finally resolved by binding arbitration administered by JAMS (<https://www.jamsadr.com/>) pursuant to its Comprehensive Arbitration Rules and Procedures and the Expedited Procedures in those rules. The arbitration shall be conducted by a single neutral arbitrator selected by the parties from the JAMS panel of arbitrators. If the parties are unable to agree on an arbitrator within 14 days of the filing of the demand for arbitration, then JAMS shall appoint the arbitrator. The arbitrator shall be an attorney with experience in the subject matter of this Services Agreement. The arbitration shall take place in Chicago, Illinois, unless otherwise agreed by the parties. The arbitration proceedings and award shall be confidential, except to the extent necessary to enforce the award or as required by law. The arbitrator's award shall be final and binding on the parties, and judgment may be entered upon such award by any court of competent jurisdiction. The parties shall share equally in the arbitrator's fees and expenses as well as the administrative fees and costs of the arbitration, subject to reapportionment in the final award. Each party shall bear its own attorneys' fees and costs. The parties hereby waive any rights they may have to trial by jury in regard to claims subject to this arbitration clause. This arbitration clause shall survive termination of this Services Agreement. If any part of this arbitration clause is deemed invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. Except as otherwise provided in this provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both Parties specifically agree to do so following initiation of the arbitration.
- (h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- (i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.
- (j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2(c), would cause the other Party irreparable

harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- (k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date with the signature of the applicable Order Form.