

## DRIFT SECURITY TERMS OF SERVICE

*Last Updated: November 19, 2025*

These *Drift Security Terms of Service* (the "**Agreement**") apply to, and govern, access to and use of the Service (defined below).

CUSTOMER IS AGREEING TO THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" (OR SIMILAR) BUTTON, BY CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THIS AGREEMENT, OR OTHERWISE BY REGISTERING FOR OR ACCESSING THE SERVICE, WHICHEVER IS EARLIER.

This Agreement also applies to, and governs, the executed Order (defined below), and this Agreement is hereby incorporated by reference into, and made a part of, such Order.

The Agreement constitutes a binding agreement between **Drift Security, Inc.** (or, if applicable, the other *Drift Security* entity specified in the Order) ("**Company**"), and the customer specified in the Order or the Service registration page, as the case may be ("**Customer**"). **If an individual is submitting an Order, or otherwise subscribing to the Service, using an organization's email address, such organization shall be deemed the Customer.**

Company and Customer may be collectively referred to herein as the "**Parties**", and each individually as a "**Party**". An individual entering into this Agreement on behalf of the Customer, represents that he/she has the right, authority and capacity to act on behalf of the Customer and to bind the Customer to this Agreement.

### 1. **DEFINITIONS.**

- 1.1 "**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 "**Content**" means any text, data, information, reports, files, images, graphics, software code, or other content.
- 1.3 "**Customer Content**" means any Content submitted or uploaded to, or transmitted through, the Service, or otherwise provided or made available to Company, by or on behalf of Customer.
- 1.4 "**Effective Date**" means the date the Order is executed by the Parties, unless the Order itself specifies a different start/effective date.
- 1.5 "**Order**" means the ordering document (which attaches, hyperlinks to, or otherwise incorporates by reference, this Agreement) entered into between the Parties, which, *inter alia*, specifies the Service and any Other Services purchased by Customer. The Order may take the form of: (a) a written document (such as an *Order Form, Sales Order, Proposal, or Quote*) that is mutually signed by the Parties; and/or (b) an online or electronic order submitted by Customer via Company's website (or other online functionality operated or authorized by Company) and accepted by Company.
- 1.6 "**Professional Services**" means Service-related installation, deployment, configuration, training, customization, integration, or other professional services.
- 1.7 "**Service**" means Company's generally available software-as-a-service (SaaS) offering, and any related web applications, mobile applications, APIs, and other tools that Company makes available to Customer in connection therewith.
- 1.8 "**Service Content**" means any Content (excluding Customer Content) appearing on or in, or otherwise provided or made available via, the Service (such as reports and summaries generated by the Service and provided to Customer). Unless the context requires otherwise, references herein to the "Service" shall be deemed to include the Service Content.
- 1.9 "**Usage Statistics**" means any non-Customer-identifying information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or Customer's use, of the Service (such

as metadata, prompts, query logs, aggregated data, analytics, etc.), as well as any resulting industry benchmarks, analytics, datasets, and models developed by or on behalf of Company.

## 2. **ACCOUNT**

In order to access the Service, Customer may be given the opportunity (or otherwise be required) to generate an account by submitting the information requested in the applicable online registration page or Service interface ("**Account**"). Customer's Account registration may impose limitations on the number or types of Accounts; absent such limitations, Customer shall be entitled to a single administrator Account that will have administrative privileges over the Account ("**Admin Account**") and such number of user Accounts for each user (each, a "**User Account**"). Customer shall ensure that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be solely responsible and liable for maintaining the confidentiality and security of its Account credentials, as well as for all activities that occur under or in such Account. Customer shall immediately notify Company in writing of any unauthorized access to, or use of, an Account, or any other breach of security.

## 3. **SERVICE SUBSCRIPTION**

3.1. General. Subject to the terms and conditions of this Agreement (including without limitation Customer's payment of all applicable Fees), Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Subscription Term (defined below), to access and use the Service, and view the Service Content, for Customer's internal end use (collectively, the "**Subscription**").

For the avoidance of doubt: (i) the Subscription is subject to any Service-related usage or consumption limitations, entitlements, and parameters (for example, number of users, available features and functionalities, etc.) specified in the Order, and Customer shall not use any technical or other means within, or external to, the Service to exceed or circumvent such limitations; and (ii) the Service is only licensed or provided on a subscription basis (and is not sold) hereunder. Any rights not expressly granted to Customer herein are hereby reserved by Company and its licensors, and, except for the Subscription, Customer is granted no other right or license in or to the Service, whether by implied license, estoppel, exhaustion, operation of law, or otherwise. Company shall use reasonable efforts consistent with prevailing industry standards to provide the Service as intended. Customer shall remain primarily responsible and liable for its users' compliance with this Agreement, and any acts and omissions of such users in connection with this Agreement shall also be deemed the acts and omissions as of Customer.

3.2. Delivery and Hosting. The Service will be made available to Customer electronically (via Company's website, via an API integration, or otherwise as elected by Company or as specified in the Order). Any software and other components distributed to Customer (such as the agents) shall be deemed accepted upon delivery. The hosting of the Service may be provided by a third party cloud hosting provider selected by Company ("**Hosting Provider**"), and accordingly: (i) the availability of the Service may be affected by the Hosting Provider's infrastructure and systems; and (ii) Customer Content may be processed by such Hosting Provider.

3.3. Usage Data. Company (alone and/or together with its Affiliates and service providers) may generate and commercially exploit Usage Data, as well as use such Usage Data for the purpose of research, development, and further developing Company's products and services (such as improving the Service and training models and algorithms), and nothing in this Agreement shall be deemed to prohibit or otherwise limit such activities.

3.4. Features and Functionalities. Company may, from time to time, modify and replace the features and functionalities (but not material functionalities to which Customer is entitled under the Order, unless it improves the material functionality), as well as the user interface, of the Service.

## 4. **SUPPORT AND PROFESSIONAL SERVICES**

4.1. Support Services. Subject to Customer remaining current all payment obligations under this Agreement, Customer will be entitled to receive whatever Service-related support and maintenance services are specified in the Order ("**Support Services**").

4.2. Professional Services. Other than as specified in the Order, Company is not obligated to provide any Professional Services. Any Professional Services mutually agreed to between the Parties shall be set out in sequential *Professional Services Statements of Work* signed by the Parties and referencing this Agreement (each, a "**Professional Services SOW**"). Professional Services shall be charged in accordance

with such Professional Services SOW. Each Professional Services SOW shall be deemed incorporated into this Agreement by reference.

- 4.3.** General. Support Services and Professional Services will be performed by Company and/or its Affiliates. Company may subcontract such performance to a third party contractor (but Company shall remain responsible for such contractor's performance).

**5. PAYMENT**

- 5.1.** Fees. Customer agrees to pay Company the fees and other charges set forth in the Order, if any (the "Fees").
- 5.2.** Fee Increases. Company shall be entitled from time to time, and by written notice, to increase the Fees under the Order; *provided, however*, that the updated Fees shall apply to the next Order renewal, provided that such notice was given at least thirty (30) days prior to such renewal.
- 5.3.** Payment Terms. Unless expressly stated otherwise in the Order: (a) all Fees are stated, and are to be paid, in US Dollars; (b) billing cycles for the Subscription are on an annual basis; (c) Company shall be entitled to invoice Customer for Fees in advance at the commencement of each billing cycle (except for Fees for overages, which are charged in arrears), and Customer shall pay each invoice within thirty (30) days of receipt of invoice; (c) all payments and payment obligations under this Agreement are non-refundable, and are without any right of set-off or cancellation; 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 or the highest amount permitted by applicable law or regulation.
- 5.4.** Taxes. Amounts payable under this Agreement do not include any applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, assessable by any local, state, provincial, federal or foreign jurisdiction ("**Taxes**"), except for taxes based upon Company's net income. Customer is responsible for paying all Taxes associated with its purchases hereunder. In the event that Customer is required by any law or regulation applicable to it to withhold or deduct taxes for any payment under this 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.
- 5.5.** Payment Processing. Customer authorizes Company (and/or its designee) to: (a) request and collect payment (and to otherwise take other billing actions, such as refunds) from Customer on a recurring basis; and (b) make any inquiries Company deems necessary, from time to time, to validate Customer's designated payment method or financial information, in order to ensure timely payment of Fees (including, but not limited to, for the purpose of receiving updated payment details from Customer's payment, credit card, or banking account provider – such as, updated expiry date or card number).
- 5.6.** Reporting; Usage Audit. Company may issue Subscription- and Fee-related reporting and billing notices via email to the applicable Customer contact email address specified in the Order, as well as via a functionality of the Service. Company (or a third party it reasonably designates) shall, from time to time, be entitled to audit Customer's use of the Service, including via remote monitoring.

**6. CUSTOMER CONTENT**

- 6.1.** Ownership of Customer Content. As between the Parties, Customer is the exclusive owner of all Customer Content.
- 6.2.** Responsibility for Customer Content. Customer is solely responsible for the legality, accuracy and quality of Customer Content, such as for ensuring that Customer's collection, processing, storage and transmission Customer Content is compliant with all applicable laws and regulations, as well as any and all privacy policies, agreements or other obligations Customer may maintain or enter into with its customers. Customer represents and warrants that:
- (a) no processing of Customer Content under this Agreement (whether by Company, its Affiliates, or if applicable the Hosting Provider) will violate any law or regulation, proprietary right, or privacy right;
  - (b) it has obtained and will maintain all required authorizations, consents and licenses, and will maintain all ongoing legal bases under relevant privacy laws or regulations (if applicable),

- necessary to provide, make available, and otherwise expose Customer Content to Company, its Affiliates, and the Hosting Provider (if applicable);
- (c) Customer is solely responsible and liable for the instructions and Customer Content provided to Company and the Service; and
  - (d) Customer Content will not include or link to, and will not otherwise allow or encourage: (A) illegal activities, such as child pornography, gambling, piracy; (B) threatening, stalking, harassing, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason; (C) generating spam; or (D) generating content for dissemination in electoral campaigns.
- 6.3. License to Customer Content.** Customer hereby grants to Company and its Affiliates a worldwide, non-exclusive, royalty-free, paid-up, sublicensable (to Company's data subprocessors, Hosting Providers, as well as to third party service providers engaged by Company in the provision of the Service and Other Services), irrevocable right and license to copy, process, create derivative works of, modify, adapt, and otherwise use Customer Content (in any media, now known or hereafter developed): (A) during the Term of this Agreement, for the purpose of performing under this Agreement; and/or (B) on a perpetual basis, and provided the Customer Content is anonymized, for the purpose of generally enhancing the Service (such as developing new features and functionalities).
- 6.4. Privacy Policy.** The Company's privacy policy is available at [https://www.getdrift.ai/files/ugd/8901fa\\_396d0089d3cf42b1966a2a0c09f68ca1.pdf](https://www.getdrift.ai/files/ugd/8901fa_396d0089d3cf42b1966a2a0c09f68ca1.pdf) (the "**Privacy Policy**").

## **7. COMPANY INTELLECTUAL PROPERTY**

- 7.1. Company IP.** Notwithstanding anything herein to the contrary, Company (and/or its licensors and suppliers, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all intellectual property rights) in and to the following (collectively, "**Company IP**"):
- (a) the Service (and all underlying intellectual property);
  - (b) Other Services;
  - (c) the Service Content;
  - (d) Company's Confidential Information;
  - (e) any feedback, suggestions, or ideas for or about the Service or Service Content (collectively, "**Feedback**");
  - (f) Usage Statistics; and
  - (g) any improvements, derivative works, enhancements, and/or modifications of/to any of the foregoing, as well as any other invention, technology, know-how, or other intellectual property conceived, authored, or otherwise developed pursuant to this Agreement, in each case regardless of inventorship or authorship.

To the extent any of the foregoing intellectual property rights do not automatically vest in Company, Customer hereby irrevocably assigns (and shall assign) same to Company (and its designees, successors, and assigns), and undertakes to do all things reasonably requested by Company (including without limitation executing, filing, and delivering instruments of assignment and recordation), at Company's expense, to perfect such ownership rights.

- 7.2. Usage Restrictions.** As a condition to (and except as expressly permitted by) the Subscription, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part) (collectively, the "**Usage Restrictions**"): (a) copy, create public Internet "links" to, "frame", or "mirror" any Company IP; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available any Company IP 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 any Company IP; (d) modify, adapt, translate, or create a derivative work of any Company IP; (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, any Company IP; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in any Company IP; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of any Company IP; (h) use any Company IP to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, the Service; (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, or use any robot, spider, scraper, or any other automated means to access the Service; (j) employ any hardware, software, device, or technique to pool

connections or reduce the number of users or servers/machines that directly access or use the Service (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling'); (k) 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; and/or (l) use any Company IP for the purposes of engaging in any illegal activities, generating defamatory, harassing, abusive, or hateful Content, infringing or violation the property rights or personal rights of others, generating malware or spam, impersonating others, promoting harmful activities, engaging in any activity that has a high risk of physical or economic harm, and/or providing any medical or financial advice.

## 8. **CONFIDENTIALITY**

Each Party (as "**Receiving Party**") will: (a) protect the Confidential Information (defined below) of the other Party (the "**Disclosing Party**") that the Receiving Party receives, using the same degree of care that Receiving Party uses to protect its own Confidential Information of like kind (but not less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of Receiving Party and its Affiliates' employees, contractors, and professional advisors (such as lawyers and accountants) who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law, regulation, or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. "**Confidential Information**" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. For the avoidance of doubt, the Products and the Service are Confidential Information of Company. Confidential Information shall not, however, include information that: (a) was rightfully in Receiving Party's possession or known to it (on a non-confidential basis) prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party.

## 9. **PERFORMANCE WARRANTY; DISCLAIMERS**

9.1. **Performance Warranty.** Company warrants that: (a) the Service will operate in substantial conformity with the applicable performance specifications set out in any accompanying documentation; and (b) Company shall perform Professional Services in a professional and workmanlike manner, in substantial conformity with the applicable Professional Services SOW ((a) and (b) collectively, the "**Performance Warranty**"). Company's sole liability (and Customer's sole remedy) for a breach of the Performance Warranty shall be for Company to cure the defect.

9.2. **Disclaimer of Implied Warranties.** OTHER THAN THE PERFORMANCE WARRANTY, THE SERVICE, SERVICE CONTENT, OTHER SERVICES, EVALUATION PRODUCTS, ANY REPORTS OR OUTPUT GENERATED BY THE SERVICE, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF THE COMPANY HEREUNDER (COLLECTIVELY, THE "**COMPANY MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY COMPANY AND ITS LICENSORS. Company does not make any representation, warranty, guarantee or condition: (a) regarding the effectiveness, accuracy, usefulness, reliability, timeliness, completeness, or quality of Company Materials; (b) that Customer's use of company materials will be uninterrupted, secure or error-free; or (c) regarding the operation of any cellular networks, the passing or transmission of data via any networks or the cloud, or any other cellular or data connectivity problems. Company will not be liable or obligated in

respect of delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or for issues related to hosting providers or public networks.

## **10. LIMITATION OF LIABILITY**

**10.1.** EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION 8 (*CONFIDENTIALITY*), CUSTOMER'S BREACH OF THE SUBSCRIPTION (INCLUDING WITHOUT LIMITATION A BREACH BY CUSTOMER OF THE USAGE RESTRICTIONS), AND/OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (a) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (b) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR INCREASED OR WASTED EXPENDITURE;
- (c) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; AND/OR
- (d) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

**10.2.** THE COMBINED AGGREGATE LIABILITY OF COMPANY AND ALL COMPANY AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY (OR, IF NO FEES APPLY, **ONE HUNDRED US DOLLARS (USD\$100)**). FOR THE AVOIDANCE OF DOUBT, THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE FOREGOING LIMIT.

**10.3.** The foregoing liability exclusions and limitation shall apply: (a) to the maximum extent permitted by applicable law; (b) even if a Party has been advised, or should have been aware, of the possibility of losses, damages, or costs; (c) even if any remedy in this Agreement fails of its essential purpose; and (d) regardless of the theory or basis of liability, and whether in contract, tort (including without limitation for negligence or breach of statutory duty), strict liability, indemnity, misrepresentation, or otherwise.

## **11. INDEMNIFICATION**

In the event that, during the term of this Agreement and the six (6) month period thereafter, a third party makes or institutes any claim, action, or proceeding against Customer alleging that Customer's authorized access and use of the Service in accordance with this Agreement infringes such third party's copyright or patent (an "**Infringement Claim**"), Company shall (as its sole liability, and as Customer's sole remedy, in connection with such Infringement Claim): (a) at its own expense, defend Customer against the Infringement Claim; and (b) Indemnify and hold harmless Customer for any amount finally awarded against or imposed upon Customer by the court (or otherwise agreed in settlement) under the Infringement Claim. Company will have no obligation or liability under this Section (*Indemnification by Company*) to the extent that the Infringement Claim is based on or results from: (i) a modification to the Service not made by Company; (ii) the combination of the Service with any third party product or service; (iii) any Customer instructions or specifications; (iv) any Customer breach under this Agreement; and/or (v) any failure by Customer to use the most current version of the Service made available by Company pursuant to this Agreement.

As a condition to indemnification under this Section (*Indemnification*), the Customer agrees: (A) to provide Company with prompt written notice of the Infringement Claim, and refrain from admitting any liability thereunder; (B) to cede to Company sole control of the defense and settlement of the Infringement Claim (except that Customer may participate in the defense of the Infringement Claim at its own cost and expense); and (C) to fully cooperate with Company in the defense.

## **12. TERM AND TERMINATION**

**12.1.** Term of Agreement. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue for the duration of the Subscription Term (defined below).

**12.2.** Renewals. Unless specified otherwise in the Order, upon expiration of the initial Subscription term specified in the Order (the "**Initial Subscription Term**"), the Order and Subscription shall automatically renew for successive renewal terms of equal length as the Initial Subscription Term (each a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing that it chooses not to renew ("**Non-Renewal Notice**"); *provided, however*, that the Non-Renewal Notice is given at least thirty (30) days prior to the end of the

then-current Subscription Term. At the commencement of each Renewal Subscription Term, Company shall be entitled to invoice Customer for the applicable Fees therefor.

**12.3. Termination.** This Agreement may be terminated as follows:

- (a) In accordance with any termination rights specified in the Order;
- (b) Either Party may terminate this Agreement for cause upon written notice if the other Party commits a material breach under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice from the other Party alleging the breach. The foregoing 30-day cure period shall: (i) not be required if the breach is not curable; and (ii) be reduced to ten (10) days if the material breach in question is non-payment by Customer;
- (c) Either Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (i) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) 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 (iv) the other Party is liquidating, dissolving or ceasing normal business operations; and/or
- (d) Company may terminate this Agreement convenience upon thirty (30) days' prior written notice to Customer. In case of such termination for convenience by Company, Customer shall be entitled to receive a pro-rated refund of any pre-paid and unutilized Fees under the Order based on the remaining period of the then-current Subscription Term.

**12.4. Suspension.** Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach of the Subscription (such as a breach of the Usage Restrictions); or (c) as required by law or regulation or at the request of governmental entities.

**12.5. Effect of Termination.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate; (b) Customer shall cease all access and use of the Service; and (c) Customer shall pay any outstanding Fees and other charges that accrued as of termination (even if termination takes effective prior to the end of a billing cycle), which shall become immediately due and payable. Company shall have no further obligation to make Customer Content available after the effective date of termination of this Agreement, and thereafter Company shall be entitled to delete the Customer Content.

**12.6. Survival.** Sections 7 (*Customer Content*) through 13 (*Miscellaneous*) shall survive termination of this Agreement, as shall any right, obligation or provision that is expressly stated to so survive or that ought by its nature to survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

**13. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Delaware** without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby disclaimed. Any claim, dispute or controversy between the Parties will be subject to the exclusive jurisdiction and venue of the courts located in **Wilmington, Delaware**, and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objections to such courts. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction

**14. MISCELLANEOUS**

This Agreement (and its annexes) represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. Any terms or conditions (whether printed, hyperlinked, or otherwise) in any purchase order or other standardized business forms, which purport to supersede, modify, or supplement this Agreement, shall be deemed rejected, void and of no effect (even if Company signs or acknowledges such document). The section and subsection headings used in this Agreement are for convenience of reading only. This Agreement may be executed in any number of counterparts (including digitally, electronically scanned and e-mailed PDF copies, and any similarly signed and electronically or digitally transmitted copies) each of which will be considered an original. Any waiver hereunder must be in a signed writing by the waiving Party, and failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement may only be modified or supplemented by a written instrument referencing this Agreement, which

is duly signed by each Party. To the extent of any conflict or inconsistency between a provision in this Agreement on the one hand, and a provision in the Order or a Professional Services SOW on the other hand, the former shall prevail. This Agreement may not be assigned by Customer, in whole or in part, without Company's prior express written consent. Company may assign this Agreement, in whole or in part, without restriction or obligation. Furthermore, any Company obligation hereunder may be performed (in whole or in part), and any Company right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Company. Any prohibited assignment will be null and void. Subject to the provisions of this Section (*Assignment*), this Agreement will bind and inure to the benefit of each Party and its respective successors and assigns. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect. The relationship of the Parties is solely that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party and neither Party will create or attempt to create any obligation, express or implied, on behalf of the other Party. Neither Party shall have any liability for any performance (excluding payment obligations) under this Agreement that is prevented, hindered, or delayed by reason of fire, flood, earthquake, explosion, pandemic or epidemic, act of God, invasion, war (declared or undeclared), terrorism, failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, and/or any matter beyond the reasonable control of the affected Party. Company may use Customer's name and logo on Company's website and in Company promotional materials to state that Customer is a customer. Any notice hereunder will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered; or (c) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which must be made by mail or courier. The Company IP may be subject to export laws and regulations of the United States and other jurisdictions. Customer will not permit its users to access or use any Company IP in any country which is subject to an embargo by the United States and shall not use any Company IP in violation of any other export restriction. In addition, Customer shall not provide access to any Company IP to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. Any use of the Service by an agency, department, or other entity of the United States government (or any other government) shall be governed solely by the terms of this Agreement.