

BY ENTERING INTO AN ORDER WITH ONTINUE, OR OTHERWISE ACCESSING OR USING THE SERVICES MADE AVAILABLE BY ONTINUE, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. CERTAIN GEOGRAPHIES, BUSINESS UNITS, OR OFFERINGS MAY REQUIRE SPECIAL TERMS (AS DEFINED BELOW), WHICH ARE HEREBY EXPRESSLY INCORPORATED AS APPLICABLE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT USE THE SERVICES.

THIS MULTI-SERVICES AGREEMENT (this "**Agreement**") is a legal agreement between the Customer entity that has entered into this Agreement ("**You**", "**Your**" or "**Customer**") and the applicable Ontinue Contracting Entity identified in Section 14 below ("**Ontinue**"). You and Ontinue are each a "**Party**", and together the "**Parties**." This Agreement sets forth the terms and conditions that govern orders placed by You to access and use Services under this Agreement and includes all terms incorporated by reference. As a cloud-based subscription service, updates are necessary over time to remain current in respect of cyberthreats, technology, security and applicable laws. As such, Ontinue reserves the right to reasonably update the terms located at www.ontinue.com/msa from time to time and will post the amended version of the Agreement on its website. Such amended terms of the Agreement shall be deemed accepted by You and become effective at the start of the next Subscription Term, unless the changes are required to comply with applicable law, in which case the amendments shall be effective upon posting.

1. IN CONSIDERATION OF THE PROMISES AND UNDERTAKINGS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS: DEFINITIONS

- a) "**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes herein, "control" means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other equity interest in an entity.
- b) "**Consulting Services**" means those professional consulting services that may be provided by Ontinue, or on its behalf, as further described (i) at www.ontinue.com/consultingservices, which may be reasonably updated from time to time provided that there is no material degradation of the Consulting Services, or (ii) if applicable, an SOW. In some cases, Consulting Services may be ordered on a subscription basis to coincide with the Subscription Term; however, such Consulting Services do not include Subscription Services.
- c) "**Customer Data**" includes all Customer-specific or Customer-identifiable data that Customer provides or makes available to Ontinue through the Services, typically consisting of security log metadata generated by Customer's systems.
- d) "**DPA**" means Ontinue's Data Processing Agreement located at www.ontinue.com/dpa, which may be reasonably amended or supplemented from time to time to remain accurate and in accordance with applicable law.
- e) "**Fees**" mean the amounts payable for the Services to Ontinue (or Partner, as applicable).
- f) "**Ontinue Policies**" means the policies and documents applicable to Ontinue and its provision of the Services located at www.ontinue.com/policies, including Ontinue's Privacy Policy, which may be updated from time to time.
- g) "**Order**" means the Quote issued from Ontinue (or if applicable Ontinue's Partner) together with either (i) Customer signature on the Quote, or (ii) a purchase order issued by Customer in connection with the Quote, provided that any terms included on the Customer's purchase order that introduce additional or inconsistent terms are null and void, and hereby deemed inapplicable. Each Order shall be deemed to incorporate and be subject to the terms of this Agreement.
- h) "**Partner**" means a reseller, distributor, or any third-party entity authorized by Ontinue to market Services to end user customers.
- i) "**Quote**" means the quotation issued by Ontinue (or if applicable Ontinue's Partner) that specifies the Services, number of Units, Subscription Term, Subscription Start Date, Fees, and other relevant commercial details.
- j) "**Representatives**" means a Party's and its Affiliates' directors, officers, employees, agents, consultants, subcontractors, and any other person authorized by such Party to act on its behalf.
- k) "**Services**" mean the Subscription Services and Consulting Services provided hereunder, and any connectors, workbooks, queries, alerts, detection rules, and threat handling and containment provided by Ontinue to facilitate the provision of the Services.
- l) "**Service Description**" means the current description for the Services located at www.ontinue.com/service-description, which Ontinue may in its sole discretion modify or amend at any time, and in such event shall publish the latest version at this link, provided that Ontinue shall not materially degrade the security or performance of the Services.
- m) "**Service Level Agreement (SLA)**" means the level of service to be provided by Ontinue for the applicable Service located at www.ontinue.com/sla and the process for requesting service credits in accordance with the terms therein, which Ontinue may in its sole discretion modify or amend at any time, and in such event shall publish the latest version at this link, provided that Ontinue shall not materially degrade the SLA.
- n) "**Service Users**" means Customer's employees and contractors who Customer provides credentials or authorization to access or receive the Services.
- o) "**SOW**" means a statement of work that sets forth the details of a Consulting Services engagement and is signed by Ontinue and Customer. Each SOW shall be deemed to incorporate the terms of this Agreement.
- p) "**Subscription Services**" means platform-based Services provided to Customer in accordance with the applicable Service Description for the number of Units during the applicable Subscription Term as detailed in the applicable Order.
- q) "**Subscription Start Date**" means the date on which the Subscription Services begin.
- r) "**Subscription Term**" means each period of time Customer is authorized to use the Services as specified in the applicable Order or SOW, including any renewals thereof.
- s) "**Third Party Products**" means any software, hardware, or service provided to Customer by a party other than Ontinue, under such third party's terms and conditions.
- t) "**Units**" means the number of users or servers in Customer's environment, for purposes of calculating the Fees for the applicable Service, as further described in the Service Description.

2. USE RIGHTS; ACCESS

- a) Subject to Customer's payment of the Fees to Ontinue (or Ontinue's Partner, as applicable), Ontinue shall make the Services available to Customer during the Subscription Term in accordance with the Order, and hereby grants to Customer a limited, world-wide, non-exclusive, non-transferable (except as authorized herein) right for Customer to access and use the Services solely for Customer's and its Affiliates' internal

security purposes, in accordance with this Agreement and the Services Description. Should Customer exceed the contracted number of Units by more than five percent (5%), the Parties agree to true-up the number of Units promptly by entering into an updated Order.

- b) Ontinue may engage one or more of its Affiliates or Representatives for the provision of the Services and relevant activities under this Agreement. Each Party is fully responsible and liable for its Affiliates' and its Representatives' acts and omissions under the terms of this Agreement.
- c) Subject to the DPA, Customer hereby grants Ontinue the right to process, store, access, use, transmit, display, disclose or modify Customer Data, as reasonably necessary for Ontinue to provide the Services.

3. RESTRICTIONS

- a) Except as otherwise explicitly stated in this Agreement or directed by applicable law, Customer shall not, and shall not cause or permit others to: (i) copy, modify, sublicense, sell, distribute, transfer, tamper with, reverse engineer, disassemble or decompile the Services, or any part thereof; (ii) exceed the subscribed quantities of the Services, as set forth in the applicable Order and/or SOW; (iii) modify, improve or make derivative works incorporating the Services or any part thereof; (iv) use the Services for providing a service to or for the benefit of a third party; (v) remove and/or alter any copyright notices, trademark, logo or other proprietary or restrictive notice or legend affixed to, contained or included in, the Services; (vi) use or provide access to the Services to any Ontinue competitor and/or for any purposes competitive to Ontinue; (vii) disclose the results of any testing or benchmarking of the Services to any third party; and/or (viii) use the Services in any high-risk or safety-critical environment or application where a failure, interruption, or error could result in death, personal injury, or significant property or environmental damage, including but not limited to life support systems, medical devices, or other safety-critical applications.

4. CUSTOMER'S DUTIES AND RESPONSIBILITIES

- a) Customer is responsible for obtaining all consents required for Ontinue to provide the Services.
- b) In order to provide the Services, Ontinue may need Customer's assistance and Customer shall provide reasonable instructions to Ontinue, including when responding to a potential or actual threat. Customer shall provide Ontinue timely support and access as reasonably necessary to enable Ontinue to provide the Services, including (i) providing information, data, documents, decisions, instructions, access rights, or other rights and resources, (ii) complying with instructions provided by Ontinue as appropriate in relation to the Services, and (iii) informing Ontinue of changes to its architecture and environment that may affect the provision of the Services. Ontinue shall not be liable for Customer's failure to provide such assistance or to comply with Ontinue's reasonable instructions or recommendations.
- c) Onboarding requires coordination and scheduling with Customer. Subject to Customer's cooperation and payment of applicable Fees, Ontinue will perform onboarding services as further described in the Service Description. Any delays in onboarding due to Customer (including any pen testing activities during onboarding) shall not alter the Subscription Start Date.
- d) Customer is responsible for all acts and omissions of its Service Users under this Agreement, as well as any use or access to the Services using its Service Users' credentials or under its account.
- e) Customer is responsible for ensuring that it is duly licensed or otherwise lawfully permitted to use any Third Party Products necessary for the performance of the Services. As such, Customer retains sole responsibility for access and administration of such Third Party Products, and Ontinue is not responsible in respect thereof. Customer understands and acknowledges that Customer is expected to have licensed Third Party Products to cover its entire environment, as unprotected environments cause a greater security risk to Customer and to Ontinue's ability to perform the Services.

5. PAYMENT; FEES

- a) Payment terms herein are applicable only in the event Customer is paying Ontinue directly. If Customer is paying through an Ontinue Partner, the payment terms agreed to between Customer and Partner shall apply.
- b) Unless otherwise set forth in an applicable Order or SOW, all Fees for Subscription Services will be invoiced after execution of the initial Order and thereafter annually in advance, and all Fees for Consulting Services will be invoiced in advance of the engagement. All pre-paid Consulting Services shall be used within the earlier of (i) one (1) year from the date ordered, or (ii) expiration of the applicable Subscription Term for the Subscription Services, and any Consulting Services not used are forfeited without refund.
- c) Unless otherwise designated in the Order, Customer will pay all Fees to Ontinue net thirty (30) days from the date of the applicable invoice. Customer shall have ten (10) calendar days to dispute any invoiced fees in good faith, after which time all Fees are deemed due. Ontinue may, at its sole discretion, pursue collections for any unpaid Fees (for which Customer shall be responsible for any fees incurred in connection with such collection efforts).
- d) Ontinue may increase the Fees for the Service, which will be effective at the beginning of any renewal Subscription Term. Ontinue will notify Customer of any increase prior to it becoming effective.
- e) All Fees are exclusive of any taxes, including sales, use, excise, value added, withholding taxes, customs duties and tariffs now or hereafter claimed or imposed by any governmental authority. Fees are the net amounts to be actually received by Ontinue after taxes. In the event Ontinue is required to pay any such tax, duty or charge, Customer will promptly reimburse Ontinue for any actual fees on an after-tax basis. All Fees are non-refundable and shall not be subject to any offsets or reductions (except as otherwise specifically provided herein). Customer is responsible for providing any applicable tax exemption certificates.

6. SUSPENSION

- a) Customer acknowledges that in the event that Ontinue is not able to perform some or all of the Services properly due to Customer's non-compliance with this Agreement or failure to reasonably cooperate, Ontinue may appropriately reduce or postpone its performance obligations (including SLA) without penalty; provided Customer shall not be relieved of payment obligations.
- b) Ontinue may temporarily suspend Customer's and any Service User's access to any portion or all of the Services if Customer fails to timely pay Fees due under this Agreement, or if Ontinue reasonably determines that Customer's or any Service User's use of the Services: (i) constitutes a material breach of this Agreement, including, but not limited to, fraudulent or illegal activities or disruption of the Services; (ii) poses a material security risk to Ontinue, the Services, or any other Ontinue customer or provider; (iii) poses a material threat to, or constitutes an attack on, any of the Services or Ontinue's intellectual property; or (iv) is prohibited by applicable law. Ontinue shall provide notice of any suspension of Services to Customer and use commercially reasonable efforts to provide updates regarding resumption thereof following such suspension. Ontinue shall have no liability for any damages, liabilities, or losses (including any loss of data or profits) as a result of any suspension of the Services pursuant to this Section 6.

- c) Any suspension or postponement of Services under subsection (a) or (b) above shall be in addition and not in lieu of any other remedies available to Ontinue whether contractual or at law.

7. TERM; TERMINATION

- a) This Agreement shall begin on the Effective Date and shall continue for so long as there is any Order or SOW in effect, or Services are otherwise being or are due to be provided by Ontinue to Customer. Except as expressly permitted in this Agreement, neither Party shall have the right to terminate this Agreement or any applicable Order or SOW.
- b) In case of a material breach during the term of this Agreement, the non-breaching Party may terminate this Agreement for material breach if the breaching Party either (i) fails to cure such material breach within thirty (30) days of receipt of a detailed notice of material breach from the non-breaching Party, or (ii) if the material breach is not curable.
- c) Upon termination or expiration of this Agreement, (i) Ontinue's obligations and Customer's access to, and use of, the Services (including but not limited to any detection rules provided by Ontinue) shall immediately cease, and (ii) upon either Party's request, the other Party shall destroy or return all Confidential Information in its possession, subject to such Party's standard data backup policies. Upon termination (except for termination for Ontinue's material breach) or expiration of the Agreement, all payment obligations with respect to unpaid Fees are irrevocable and Customer is to pay such amounts promptly to Ontinue and will not be entitled to any refund of any prepaid amounts. In the event of Customer's termination for Ontinue's uncured material breach, Customer will be entitled to a pro-rata refund of prepaid Fees as of the termination date.

8. OWNERSHIP; INTELLECTUAL PROPERTY

- a) As between Ontinue and Customer, Customer retains all right, title and interest in and to Customer Data.
- b) Ontinue owns all right, title and interest in and to the Services. Customer's rights in connection with the Services is limited to the use of the Services in accordance with the terms of this Agreement. All rights, title and interest in and to the Services not expressly granted to Customer herein belong to and remain with Ontinue. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any right, title, or interest.
- c) Customer may, but is not required to, provide suggestions, comments or other feedback with respect to the Services or improvement thereof ("Feedback"). Customer agrees that all Feedback is given voluntarily and that Ontinue (i) owns all right, title and interest in and to such Feedback, and (ii) has no obligation to incorporate or use such Feedback.
- d) Custom and/or development work is not included in the Services under this Agreement, and any such work shall require a separate agreement.
- e) Unless Customer provides a written request to marketing@ontinue.com specifying that Ontinue shall not use Customer's name or logo, Customer hereby agrees that Ontinue may state on its website and in presentations that Customer is an Ontinue customer and may include Customer's name and logo on Ontinue's website, subject to Customer's trademark and brand guidelines provided by Customer.

9. DATA PRIVACY; SECURITY

- a) Ontinue will use industry standard measures designed to protect Customer Data against unauthorized access, accidental loss, damage, or destruction. The security measures implemented by Ontinue shall be in accordance with the Ontinue Policies and industry standard relating to protection of the type of data typically collected or processed by Ontinue.
- b) To the extent that Ontinue processes any Customer Personal Data (as defined in the DPA), the terms of the DPA, which are hereby incorporated by reference, shall apply and the Parties agree to comply with such terms. Ontinue's Privacy Policy describes how Ontinue uses personal data of Service Users. Customer is responsible for providing any legally required information to Service Users, such as information about the personal data used to provide the Services, and should provide Service Users with the Privacy Policy.
- c) Notwithstanding anything to the contrary, Ontinue may monitor Customer's use of the Services and collect and compile information related thereto. Such data may be used in improvements and enhancements to the performance and operation of the Services in an aggregated and/or deidentified manner. As between Ontinue and Customer, all right and title to, and interest in, this data is retained solely by Ontinue.
- d) Certain features within the Services use algorithmic analysis, artificial intelligence, and/or machine learning technologies ("AI Technology"). Use of AI Technology is subject to the Service Description and Ontinue Policies. For the avoidance of doubt, Customer Data will not be used to train third-party AI Technology.

10. LIMITED WARRANTIES; EXCLUSION OF IMPLIED WARRANTIES

- a) Subject to the terms of this Agreement, Ontinue warrants that (i) the Services shall be provided materially in accordance with the Service Description, and (ii) the Consulting Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.
- b) The warranties herein shall not apply in the following circumstances: (i) alteration or modification of the Service by any person other than Ontinue or its Representatives; (ii) damage, malfunction, or service failure caused by Customer, Service Users, or any Third Party Products; (iii) combination or integration of any part of the Service with other products, including Customer systems or Third Party Products, other than in accordance with the Service Description; (iv) failure by Customer or any third party to implement the latest version of the Service or to apply any applicable update; (v) failure by Customer to follow Ontinue's reasonable instructions; (vi) use of the Service in violation of this Agreement; (vii) negligence or willful misconduct by Customer or any Service User; or (viii) Ontinue acting in accordance with Customer's instructions. Where any issue arises out of or in connection with the circumstances described in this Section 10(b), Customer shall pay Ontinue, at Ontinue's then-current rates, for all time and work reasonably expended by Ontinue in investigating and remedying such issue.
- c) Each Party represents and warrants that (i) it uses industry standard tools and methods designed to prevent the introduction of any malicious or harmful code into the Services, including any code which is otherwise designed to affect the operation of the Services, and (ii) the performance of its obligations hereunder and use of the Services will not violate any applicable laws or regulations.
- d) The limited warranties in this Section 10 are the only warranties made to Customer. Except for the limited warranties herein, Ontinue provides the Services 'as is', and hereby disclaims all other warranties and conditions, whether express, implied, statutory, or arising by custom or trade usage, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are specifically excluded. Customer understands and agrees that Ontinue does not guarantee or warrant that it will identify, locate, discover or remediate all threats, vulnerabilities, malware, and malicious activities.

- e) Customer understands and agrees that some threats may not be clear or there may be a false indication of a threat, and that responses to such threats may result in business disruption. Ontinue shall not be liable for any impact on the Services or damages arising out of or in connection with Ontinue acting in accordance with Customer's instructions.

11. LIMITATION OF LIABILITY

- a) This Agreement is not intended to and will not be construed as excluding or limiting any liability for willful misconduct, fraud, the misappropriation of either Party's intellectual property rights, or any liability that cannot be limited or excluded by applicable law ("**Exclusions**").
- b) Subject to the Exclusions, in no event shall either Party have any liability for or owe any damages to the other Party, its Affiliates, its Representatives, or any third party for any incidental, indirect, punitive, exemplary, special, or consequential damages, or for costs of procurement of substitute offerings, lost profits, loss of business, loss of goodwill, reputational damages, work stoppage, business interruption, lost savings or revenues of any kind, loss of data, or third-party claims, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, product liability, or otherwise.
- c) Subject to the Exclusions and except for Customer's payment obligation of applicable Fees, each Party's (including its Affiliates' and Representatives') total and cumulative liability for all claims under this Agreement, however caused and regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the aggregate amounts paid or payable by Customer for the applicable Service during the twelve (12) month period immediately prior to the date the cause of action arose.

12. INDEMNIFICATION

- a) Ontinue shall defend (at its sole expense) and indemnify Customer and its Representatives against claims brought against Customer by any third party alleging that Customer's use of the Services in accordance with this Agreement constitutes an infringement of such third party's intellectual property rights. Ontinue will pay damages finally awarded by a court of competent jurisdiction (or the amount of any settlement Ontinue enters into) with respect to such claims. If such claims are made, or Ontinue reasonably anticipates that such claims may arise, Ontinue may at its option obtain the necessary license or rights for Customer to use the Service, modify any affected Service so as to avoid the infringement (provided that the resulting Services comply with the Agreement in all material respects) or, if none of the foregoing is commercially reasonable, terminate the applicable Service with a pro-rata refund as of the date of termination. Ontinue's indemnity obligation in this Section 12 shall not apply to the extent that any claims arise out of or relate to: (i) a modification of the Services by any party other than Ontinue or Ontinue's Representatives without Ontinue's prior written consent; (ii) a combination of the Services with other services or products not provided by Ontinue; (iii) Customer's or its Affiliates' or Representatives' violation of any applicable law, this Agreement, or third party rights; or (iv) Ontinue's compliance with any designs, specifications, instructions or actions provided by Customer.
- b) Customer shall defend (at its sole expense) and indemnify Ontinue and its Representatives against claims brought against Ontinue by any third party arising from or related to the Customer Data. Customer will pay damages finally awarded by a court of competent jurisdiction (or the amount of any settlement Customer enters into) with respect to such claims.
- c) The indemnitor's obligations under this Section 12 are subject to the indemnitee: (i) giving the indemnitor prompt written notice of a claim in such detail as the indemnitor may reasonably request, provided that any delay in providing such notice will not waive or limit the indemnitor's obligations under this Section 12 except to the extent actually prejudiced by such delay; (ii) providing the indemnitor with reasonable assistance in defending such claims, at the indemnitor's expense; (iii) allowing the indemnitor to have sole control of the defense or settlement of any claim; provided that the indemnitor shall not enter into any settlement or compromise of a claim that adversely impacts the indemnitee's rights or obligations without the indemnitee's prior written consent, which will not be unreasonably delayed, conditioned or withheld. Indemnitee may participate in the defense with its own counsel reasonably acceptable to the indemnitor, at its own expense.

13. CONFIDENTIAL INFORMATION

- a) "**Confidential Information**" means, any information, data, or knowledge of any kind and in any form and however disclosed, provided or made available by a Party and/or any of its Affiliates ("**Disclosing Party**") to the other Party ("**Receiving Party**") that is not generally available to the public, including but not limited to the Services, products and services (and any related documentation), computer programs, business information, trade-secrets, methodology, know-how, marketing and other commercial/financial knowledge, techniques, specifications, plans and other proprietary information. Confidential Information shall not include information that Receiving Party can demonstrate: (i) is in or comes into the public domain without fault of Receiving Party; (ii) was known to it prior to its disclosure by Disclosing Party; (iii) is disclosed to Receiving Party by a third party without breaching of any duty of confidentiality; (iv) was independently developed without use of or reference to the Confidential Information; or (v) is expressly indicated by Disclosing Party not to be confidential.
- b) Receiving Party shall keep the Confidential Information confidential and will use at least the same degree of care it uses to protect its own Confidential Information of similar nature, but not less than a reasonable degree of care. Receiving Party shall only use the Confidential Information for the purposes of this Agreement ("**Purpose**") and only disclose the Confidential Information to its Representatives who need to know the Confidential Information in relation to the Purpose, provided that each of the Representatives to whom the Confidential Information is disclosed is bound by confidentiality obligations no less restrictive than those contained herein. Notwithstanding the above, Receiving Party acknowledges that it will be responsible for any breach of any of the provisions of this Agreement by any of its Representatives. Except as expressly authorized hereunder, Receiving Party will not disclose or use or allow others to disclose or use the Confidential Information without the prior written consent of Disclosing Party. Receiving Party shall notify Disclosing Party promptly upon becoming aware that any Confidential Information has been disclosed to an unauthorized third party and reasonably assist Disclosing Party in remedying such unauthorized disclosure.
- c) If Receiving Party or any of its Representatives receives a request or order for disclosure of Confidential Information from any court, tribunal, government department or agency or other official body, or if Receiving Party believes disclosure is otherwise required under applicable law, it shall promptly notify Disclosing Party (if legally permissible) and shall reasonably cooperate with Disclosing Party (at Disclosing Party's expense) in seeking a protective order or other appropriate remedy. If Receiving Party or any of its Representatives is legally compelled to disclose Confidential Information, it may disclose only the minimal amount legally required to be disclosed.
- d) Nothing in this Section 13 or the Agreement shall prohibit Ontinue from being able to use service-related expertise, concepts, techniques, materials, information, or data created or obtained in connection with the provision of Services to Customer (e.g. information about new security threats identified) for Ontinue's provision and improvement of the Services, products, and other offerings to other customers, provided that Ontinue does not include any identifying information or references to Customer.

14. GOVERNING LAW; JURISDICTION

- a) This Agreement is to be construed in accordance with and governed by the laws of the applicable jurisdiction, as set forth in the table below (the “**Applicable Jurisdiction**”) without regard to any conflict of law principles and the Parties expressly disclaim the United Nations Convention on the International Sale of Goods and the Uniform Computer Transactions Act. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced only in the courts located in the Applicable Jurisdiction and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any legal suit, action or proceeding.

Customer's Order Address Region	Ontinue Contracting Entity	Applicable Jurisdiction	Ontinue Address
Europe/Middle East & Africa (EMEA), excluding Germany & United Kingdom	Ontinue AG	Zurich, Switzerland	Grubenstrasse 54 8045 Zurich Switzerland Reg. no. CHE-403.134.768 450 Maple Street Redwood City, CA 94063 USA
United Kingdom, Asia/Pacific (APAC)	Ontinue AG	London, England	
Germany*	Ontinue AG	Düsseldorf, Germany	
Americas	Ontinue Inc.	Delaware, USA	

*Special Terms apply. “**Special Terms**” are terms located at www.ontinue.com/specialterms, which are applicable and specific to a particular geography.

15. MISCELLANEOUS

- a) Neither Party to this Agreement shall be liable to the other for any failure or delay in performance due to circumstances beyond its control, including but not limited to, acts of God, fire, epidemic, pandemic, labor difficulties, prolonged power outage, war, governmental action or terrorism, provided that the Party seeking to rely on such circumstances gives prompt written notice of such circumstances to the other Party and uses reasonable endeavors to overcome such circumstances.
- b) Each Party will comply with all laws applicable to such Party, including all data protection laws, privacy laws, anti-corruption laws, export controls, and economic sanctions laws as they relate to the Services, including access, use, transfer, transmission, export, or reexport of any part of the Services. In addition, Customer represents and warrants that neither Customer nor any of its Affiliates or Representatives is included on a prohibited person or entity list, or otherwise sanctioned or prohibited from doing business under any relevant sanctions laws. Customer will cooperate with Ontinue in confirming such compliance. Ontinue has the right to immediately terminate the Agreement without notice or penalty for any violation of this Section 15(b).
- c) Ontinue's relationship with Customer is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship.
- d) This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. The terms of this Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions that may appear on any purchase order or vendor onboarding form furnished by Customer, and any additional terms and conditions in any such documents shall have no force or effect, notwithstanding Ontinue's acceptance or execution thereof. In the event of any conflict or inconsistency between this Agreement and any Order or SOW, the terms of this Agreement shall prevail, except to the extent the terms of an Order between Customer and Ontinue or SOW expressly amend this Agreement.
- e) Except as expressly stated herein, no modification, or amendment of this Agreement shall be effective or binding, unless in writing signed by the duly authorized signatory of each Party; provided that Ontinue may update the Services from time to time.
- f) Any provision of this Agreement that by its nature is intended to survive shall survive the expiration or termination of this Agreement.
- g) Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either Party may assign this Agreement or any of its rights or obligations hereunder to any of its Affiliates or in the event of a merger, sale, acquisition, amalgamation, change of control, corporate restructuring, or sale of all or substantially all of its assets and/or stock, or any similar transaction without such prior written consent. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.
- h) During the term of this Agreement and for a period of one (1) year thereafter, Customer shall not solicit or encourage any person to leave the employment or other service of Ontinue or its Affiliates.
- i) No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized signatory of the Party permitting the waiver.
- j) If any portion of this Agreement is to any extent determined to be illegal, invalid, or unenforceable by a court or arbiter of competent jurisdiction, the remainder of this Agreement will remain valid and enforceable, and the Parties agree that the courts shall seek to fulfill the original intent of the invalidated section.
- k) All legal notices under this Agreement will be in written text, will reference this Agreement, and will be addressed to Ontinue or Customer at the address set forth in the Order, or to such other address that a Party previously designates for such purpose. All notices will be effective: (i) when personally delivered; (ii) on the reported delivery date if sent by a recognized international or overnight courier; (iii) five (5) business days after being sent by registered or certified mail (or ten (10) days for international mail); or (iv) if given by e-mail, in the case of Ontinue shall be sent to legal@ontinue.com, and shall be effective the first business day after the email was sent where no delivery failure notification has been received.