

BY ISSUING AN ORDER TO ONTINUE OR OTHERWISE ACCESSING OR USING THE SERVICES MADE AVAILABLE BY ONTINUE HEREUNDER, 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 MAY NOT USE THE SERVICES.

This master service agreement (this "**Agreement**") is a legal agreement between the end user entity that has executed this Agreement ("**You**", "**Your**" or "**Customer**") and the applicable Ointinue entity as identified in Section 15 below ("**Ointinue**"). You and Ointinue 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 Ointinue Services under this Agreement and includes the Quote and 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, Ointinue reserves the right to reasonably update the terms located at the links provided in this Agreement; however, any updates to terms provided at such link locations will not materially reduce the levels of security or performance of the Services during the term of this Agreement. To receive notification of material changes of such terms, Customer may either subscribe to notifications of material changes to such terms or receive notification of such changes through the provision of the Service.

In consideration of the promises and the undertakings of the Parties hereinafter set forth, the Parties agree as follows:

1. 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) "**Authorized Users**" means Customer's personnel as well as third parties providing services on behalf of Customer, who access or receive the Services in whole or in part and as further detailed in the Documentation.
- c) "**Claim(s)**" means any claims, damages, losses, liabilities, fines, costs and expenses, including reasonable attorneys' fees and expenses.
- d) "**Customer Data**" includes all Customer-specific or Customer-identifiable data that Customer provides or makes available to Ointinue through the Services. As between Customer and Ointinue, Customer retains all right, title and interest in and to Customer Data.
- e) "**Documentation**" means any and all documentation and material pertaining to use of the Services provided or made available to Customer by Ointinue in connection with the Services, including any technical specifications, Service Description, SOW or and user guides which may be updated from time to time. For the avoidance of doubt, Documentation does not include marketing materials.
- f) "**DPA**" means Ointinue's Data Processing Agreement located at <https://www.ontinue.com/DPA>, which may be reasonably amended or supplemented from time to time to remain accurate and in accordance with applicable law.
- g) "**Fees**" mean the amounts payable for the Services to Ointinue or Partner, as applicable.
- h) "**Internal Use**" means access or use solely for Customer and its Affiliates for its own internal security purposes.
- i) "**Order**" means the Quote issued from Ointinue (or if applicable Ointinue's Partner) together with either (1) Customer signature on the Quote, or (2) a purchase order issued by Customer in connection with the Quote. Terms of the purchase order which introduce additional or inconsistent terms are null and void, and hereby deemed inapplicable, unless such purchase order specifies the sections of this Agreement which shall be amended and is executed by both parties.
- j) "**Quote**" means the quotation issued by Ointinue (or if applicable Ointinue's Partner) which specifies the specific Ointinue offering, how many Units, Subscription Term, Subscription Start Date, Fees and other relevant commercial details. The Quote shall incorporate and be subject to the terms and conditions of this Agreement.
- k) "**Partner**" means a reseller, distributor, or any third-party entity authorized by Ointinue to market Services to end user customers.
- l) "**Policies**" means the policies and documents applicable to Ointinue's Services located at <https://www.ontinue.com/policies>, which may be updated from time to time.
- m) "**Consulting Services**" means those professional consulting services that may be provided by Ointinue, or on its behalf, as further described at <https://www.ontinue.com/consultingservices>, which may be reasonably amended from time to time provided that there is no material degradation of the Consulting Services, or if applicable, a SOW executed by both Parties. 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.
- n) "**Representatives**" means a Party's directors, officers, employees, agents, consultant and any other person authorized by such Party to act on its behalf.
- o) "**Services**" mean the Subscription Services and Consulting Services provided hereunder, including any Documentation and Service Adaptations provided in connection with the applicable Services.
- p) "**Service Adaptations**" means adjustments or adaptations to facilitate the provision of the Services, which may include connectors, workbooks, queries, alerts, detection use cases, and incidents.
- q) "**Service Description**" means the current description for the Services available at <https://www.ontinue.com/service-description>, which Ointinue 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 Ointinue shall not materially degrade the security or performance of the Services.
- r) "**Service Level Agreement**" means the level of service to be provided by Ointinue for the applicable Service located at www.ontinue.com/sla and the process for requesting service credits in accordance with the terms therein.
- s) "**SOW**" means a statement of work which sets forth the details of a Consulting Services engagement and is signed by both Parties.
- t) "**Special Terms**" means terms which are applicable and specific to a particular geography, which are located at <https://www.ontinue.com/specialterms>.

- u) “**Subscription Services**” means platform-based Services provided to the Customer in accordance with the applicable Service Description for the number of Units during the applicable Subscription Term as detailed in the applicable Order.
- v) “**Subscription Start Date**” means the date on which the Subscription Services begin.
- w) “**Subscription Term**” means each period of time the Customer is authorized to use the Services as specified in the applicable Order or SOW, including any renewals thereof.
- x) “**Third Party Products**” means any software, hardware or service provided by a party other than Ointinue to Customer under such third party’s terms and conditions.
- y) “**Units**” means a specific unit utilized for purposes of calculating the number of licenses, users or units and associated Fees for the applicable Service, which may include an Authorized User, computing or network device, mobile device, desktop, server, laptop, virtual desktops, or other unit such as docker host, Kubernetes node, employee/User count (as may be determined by IP Address, Active Directory or other method) or other unit as specified in the Order or Documentation for the applicable Service.

2. USE RIGHTS; ACCESS.

- a) Subject to Customer’s payment of the applicable Fees to Ointinue or Ointinue’s Partner (as applicable), Ointinue hereby grants to Customer during the applicable Subscription Term, a limited, world-wide, non-exclusive, non-transferable (except as authorized herein) and non-sublicensable right for Customer to access and use the then-current version of the Subscription Services for the authorized number of Units solely for Customer’s Internal Use in accordance with the applicable Documentation. If Customer exceeds the number of Units authorized in the Order by ten percent (10%) or greater, the Parties agree to true-up the number of Units. Ointinue retains all right, title and interest in and to the Services which is not expressly granted herein. Customer is fully responsible for its Affiliates and all access and use of the Services under its account and any instructions Customer provides to Ointinue in the performance of the Services. Certain geographies, business units or offerings may require Special Terms with respect to use rights, restrictions or other terms, which are hereby expressly incorporated as applicable.
- b) For the avoidance of doubt, Ointinue may have any one or more of its Affiliates or Representatives to perform its obligations and relevant activities hereunder. Each Party is fully responsible and liable for its Affiliates’ and Representatives’ acts and omissions under the terms of this Agreement.
- c) Subject to the DPA, Customer hereby grants Ointinue the right to process, store, access, use, transmit, display, disclose or modify Customer Data, as reasonably necessary for Ointinue to provide the Services.

3. RESTRICTIONS.

Unless otherwise permitted under 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) modify, improve or make derivative works incorporating the Services or any part thereof, use the Services for providing a service to or for the benefit of a third party; (iii) 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; (iv) use or provide access to the Services to any Ointinue competitor and/or for any purposes competitive to Ointinue; (v) use or disclose the results of any testing or benchmarking of the Services to any third party; and/or (vi) use the Services in connection any ultrahazardous environments that involves real risk of death, personal injury, or severe property or environmental damage, or in any life support applications, devices or systems.

4. ONBOARDING AND CONSULTING SERVICES.

Onboarding requires coordination and scheduling with Customer. Subject to Customer’s cooperation and payment of applicable Fees, Ointinue will perform onboarding services as further described at www.ointinue.com/onboarding. Onboarding is typically scheduled and completed within fourteen (14) days of the Order, unless otherwise agreed in the Order. Any delays due to Customer shall not alter the Subscription Start Date.

5. CUSTOMER’S DUTIES AND RESPONSIBILITIES. In addition to any Customer responsibilities set forth in the Agreement:

- a) Customer is responsible for obtaining all consents required for Ointinue and its suppliers to provide the Services.
- b) In order to provide the Services, Ointinue may need Customer’s assistance. Customer shall provide Ointinue timely support and access as reasonably necessary to enable Ointinue to provide the Services. This includes the obligation (i) to provide information, data, documents, decisions, instructions, access rights, or other rights and resources; (ii) to comply with instructions provided by Ointinue as appropriate in relation to the Services, and (iii) to inform Ointinue of changes to its architecture and environment that may affect the provision of the Services. Ointinue shall not be liable for Customer’s failure to comply with Ointinue’s reasonable instructions or recommendations.
- c) Customer is responsible for all acts and omissions of its Authorized Users under this Agreement, as well as any unauthorized use or access to the Services due to Customer’s failure to use reasonable and industry standard tools and methods for security of its assets.
- d) 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 to which Ointinue is not a party. As such, Customer retains sole responsibility for access and administration of such Third Party Products, and Ointinue is not responsible in respect of the Third Party Products.

6. PAYMENT; FEES.

- a) Payment terms herein are applicable in the event Customer is paying Ointinue directly. If Customer is paying through an Ointinue Partner, the payment terms between Customer and Partner shall apply.
- b) All Fees for Services will be invoiced upon execution of and/or in accordance with the terms of the Order, unless in the case of Consulting Services otherwise designated in the applicable Order or SOW, and all pre-paid Consulting Services provided on a Subscription Term basis shall be used within the earlier of (i) one (1) year from the date ordered or (ii) expiration of the applicable Subscription Term, and any Consulting Services not used are forfeited without refund. In the event Customer procures Services from Ointinue directly, unless otherwise designated in the Order Customer will pay all such Fees to Ointinue net thirty (30) days from the

date of receipt of the applicable invoice. Each Order shall be deemed to incorporate the terms of this Agreement. Customer shall have ten (10) calendar days to dispute any invoiced fees in good faith, after which time all Fees are deemed due.

- c) 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.

7. SUSPENSION.

- a) Customer acknowledges that in the event that Ontinue is not able to perform the Services properly due to Customer's non-compliance or failure to fulfill its obligations or reasonably cooperate, Ontinue may appropriately suspend, reduce or postpone its performance (including SLA) obligations without penalty to the extent the Services are impacted; provided Customer shall not be relieved of payment obligations.
- b) Ontinue may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if Ontinue reasonably determines that (a) Customer's or any Authorized User's use of the Services is in breach of the Agreement, including, but not limited to, fraudulent or illegal activities or disruption of Services; (b) there is a material security risk to Ontinue, the Services or any other Ontinue customer or provider; (c) there is a material threat or attack on any of the Services or Ontinue's intellectual property; or (d) Ontinue's provision of the Services to Customer or any Authorized User is prohibited by applicable law. Ontinue shall use commercially reasonable efforts to provide written notice of any suspension of service to Customer and to provide updates regarding resumption of access to or provision of the Services following any suspension of service. Ontinue will have no liability for any damage, liabilities, losses (including any loss of data or profits) as a result of Ontinue's reasonable suspension of the Services.
- 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.

8. TERMINATION

- a) Except as expressly permitted under this Agreement, including this Section 8, neither Party shall have the right to terminate this Agreement. However, in the event that no Order is in effect and no Services are provided to Customer by Ontinue, either Party may terminate this Agreement upon written notice.
- 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 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 if the material breach is not curable.
- c) If the Customer fails to timely pay Fees due under this Agreement, Ontinue may, at its sole discretion, pursue collections (for which Customer shall be responsible for any fees incurred in connection with such collection efforts), reduce or suspend the Services in full or in part and/or terminate this Agreement thirty (30) days after payment is due without penalty.
- d) Upon termination or expiration of this Agreement, (i) Ontinue's obligations and Customer's access to, and use of, the Services 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 any termination (except for termination for Ontinue's 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 on termination or expiration of the Agreement 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 as of the termination date.

9. OWNERSHIP; INTELLECTUAL PROPERTY OWNERSHIP

- a) 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 use of the Services is subject to the restrictions in Section 3 above, unless such restrictions are otherwise permitted under the applicable law. 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 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 right, title, or interest.
- c) Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") with respect to the Services or improvement of the Services. 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 or statement of work. If and to the extent the deliverables are provided as part of the Services, the license and right to use them shall only be granted in the scope specified in this Agreement. If and to the extent the Services include the use of Third Party Products or open-source software, such Third Party Products and/or software shall be identified in the Documentation or otherwise made available, and the terms and conditions applicable thereto shall apply with respect to such Third Party Products and/or software.
- 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 its sales and investment and financial presentations, the fact that Customer is an Ontinue Customer and may include Customer's trademark on Ontinue's website, subject to Customer's trademark and brand guidelines provided by Customer to Ontinue.

10. DATA PRIVACY; SECURITY.

- a) Ontinue will use industry standard measures designed to protect Customer Data against unauthorized access, accidental loss, damage, or destruction, and the introduction of malicious code. The security measures implemented by Ontinue shall be in

accordance with Ontinue's Policies and industry standards 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, as applicable), the terms of the DPA, which are hereby incorporated by reference, shall apply and the Parties agree to comply with such terms.
- c) Notwithstanding anything to the contrary in this Agreement, Ontinue may monitor Customer's use of the Services and collect, and compile information related to Customer's use of the Services. Such data may be used in an aggregated and anonymized manner to improve the performance and operation of the Services. As between Ontinue and Customer, all right, title, and interest in and to this anonymized and aggregated data belongs to and are retained solely by Ontinue.

11. LIMITED WARRANTIES; EXCLUSION OF IMPLIED WARRANTIES

- a) Subject to the terms of this Agreement, Ontinue warrants that (i) the Services shall be provided substantially in accordance with the Service Description, and as applicable with respect to the Subscription Services and the Service Level Agreement.
- b) Ontinue warrants that Consulting Services (as applicable) will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.
- c) The warranties herein shall not apply (i) in connection with any alteration, modification or action taken in connection with the Service by anyone other than Ontinue or its Representatives, (ii) for damages, malfunctions, or service failures which are caused by Customer's or its Third Party Products or systems, (iii) the combination or integration of any part of the Service with other products, including any systems of the Customer, other than in accordance with the Documentation, (iv) failure of Customer or any third party to implement the latest version of the Service or use an applicable update, (v) failure to follow Ontinue's reasonable instructions in relation to updates, installation, operation, or maintenance, (vi) use of Services in violation of the Documentation or this Agreement (vii) negligence or willful misconduct by Customer or Authorized Users, or (viii) any Force Majeure event. Customer will be required to pay, at Ontinue's then current rates, for any time invested and/or work performed by Ontinue to investigate and/or remedy any issues which results from the circumstances set out in this Section 11(c).
- d) Each Party represents and warrants that (i) it uses industry standard tools and methods designed to prevent the introduction 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.
- e) The limited warranties pursuant to this section 11 are the only warranties made to Customer and are provided in lieu of any other warranties, including express or implied warranties. Except for the limited warranties pursuant to section 11a) or due to the willful misconduct of Ontinue or its Representatives, 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.
- f) Ontinue shall follow Customer's reasonable instructions in responding to a potential or actual threat. 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 to Services or damages incurred in connection with Ontinue acting in accordance with Customer's instructions unless such damages are due to Ontinue breaching its warranties under Section 11 or acting in bad faith.

12. LIMITATION OF LIABILITY

- a) Except for willful misconduct or the misappropriation of either Party's intellectual property rights ("**Exclusions**"), to the maximum extent permitted by applicable law, in no event shall either Party owe any damages or have any liability to the other Party, its Affiliates or any third party for 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, or lost savings or revenues of any kind, or for lost data, or third party claims arising out of or in connection with this Agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict liability, product liability or otherwise.
- b) Except for the Exclusions, Ontinue's IP indemnification obligations or Customer's payment obligation of applicable Fees, to the maximum extent permitted by applicable law, each Party's, including Ontinue's providers, 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.
- c) Sums owed to Customer for service credits in connection with the Service Level Agreement must be offset against claims for compensation that are owed for the same incident.

13. INDEMNIFICATION

- a) Indemnification by Ontinue. Ontinue shall defend, indemnify, and hold Customer and its Representatives harmless against Claims brought against Customer by any third party alleging that Customer's use of the Services in accordance with the terms and conditions of 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, 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 13 shall not extend to any Claims to the extent that they arise out of or relate to (i) a modification of the Services or deliverables by any party other than Ontinue or Ontinue's Representative without Ontinue's prior written consent; (ii) a combination of the Services or deliverables with other services or products by any party other than Ontinue or not specified in the Documentation; (iii) Customer's, Customer's Affiliates' or their Representatives' violation of any applicable law or third party rights; or (iv) Ontinue's compliance with any designs, specifications, instructions or actions provided by Customer. The indemnification is subject to the exclusion of warranties in Section 11.

- b) **Indemnification Claims.** Ontinue's obligations under this Section 13 are subject Customer seeking indemnification ("**Indemnitee**"):
- (i) giving Ontinue ("**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 13 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 which specifically names Indemnitee 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 at its own expense.

14. 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 hereto and/or any of its Affiliates ("**Disclosing Party**") to the other Party (the "**Receiving Party**") and which is not generally available to the public, including, 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 which the Receiving Party can demonstrate (a) is in or comes into the public domain without fault on the part of the Receiving Party; (b) was lawfully known to it prior to its disclosure by the Disclosing Party; (c) is disclosed to the Receiving Party by a third party without breaching of any duty of confidentiality; (d) was independently developed without use of or reference to the Confidential Information; (e) is made available to third parties by the Disclosing Party without restriction on the disclosure of such information; or (f) is approved by the Disclosing Party for release in text form.
- b) The Receiving Party will maintain the Confidential Information received from the Disclosing Party in strict confidence and will use at least the same degree of care as it uses to protect the confidentiality of its own Confidential Information of similar nature but not less than a reasonable degree of care. Except as expressly authorized hereunder, the Receiving Party will not disclose or use or allow others to disclose or use the Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall only use the Confidential Information for the purposes of this Agreement ("**Purpose**") and only disclose the Confidential Information to its Representatives and any other person that the Disclosing Party has authorized the Receiving Party to disclose the Confidential Information who need to have access for 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, and the Receiving Party agrees to enforce any such undertaking. Notwithstanding the above, the Receiving Party acknowledges that it will be responsible for any breach of any of the provisions of this Agreement by any of its Representatives. If the 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 the Receiving Party believes disclosure is otherwise required under applicable law, if legally permissible, it shall promptly notify the Disclosing Party and shall reasonably cooperate with the Disclosing Party (at the Disclosing Party's expense) in seeking a protective order or other appropriate remedy. If the 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. The Receiving Party shall notify the Disclosing Party immediately in writing upon becoming aware that any Confidential Information has been disclosed to an unauthorized third party and reasonably assist the Disclosing Party in remedying such unauthorized disclosure.
- c) Neither this Section 14 nor other parts of the Agreement may result in Ontinue being unable to use, or limited ability to use service-related expertise, concepts or techniques, materials, information or data created or obtained in connection with the provision of Services to the Customer (e.g. information about new security threats identified in connection with the provision of Services) for the provision and improvement of its services, products and other offerings to other customers, provided that Ontinue does not include any identifying information or references to the Customer, its employees, its customers or other third parties affiliated with it.

15. GOVERNING JURISDICTION

- a) **Governing Law; Jurisdiction.** 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 giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction, including 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 of the Applicable Jurisdiction and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such legal suit, action or proceeding.

Region in which Customer's Address is Located	Ontinue Contracting Entity	Applicable Jurisdiction
Europe/Middle East and Africa (EMEA; excluding Germany, Switzerland and United Kingdom)	Ontinue AG	Zurich, Switzerland
United Kingdom	Ontinue AG	London, England
Germany*	Ontinue AG	Düsseldorf, Germany
Switzerland, Austria	Ontinue AG	Zurich, Switzerland
North America/Central & Latin America (NA/CALA)	Ontinue Inc.	New York, NY, USA
Asia/Pacific (APAC), India	Ontinue AG	Singapore, Republic of Singapore

* Customers under German law are subject to Special Terms.

16. MISCELLANEOUS

- a) Neither Party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, epidemic, pandemic, labor difficulties, prolonged power outage, governmental action or terrorism ("**Force Majeure**"), 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 applicable laws, including all data protection laws, privacy laws, anti-corruption and 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, owners, partners, officers, directors, employees, or any other persons acting for or on its behalf is included on a prohibited person or entity list, or otherwise sanctioned or prohibited from doing business in the Applicable Jurisdictions included above. Customer and its Authorized Users 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 16 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.
- e) Except as expressly stated herein, no modification, or amendment of this Agreement shall be effective and binding, unless in writing signed by the duly authorized representatives of both Parties; provided that Ontinue may update the Services from time to time.
- f) The following Sections shall survive any expiration of termination of this Agreement: 6, 7, 8, 9, 11, 12, 13, 14, 15 and 16.
- 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 and 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) In the event of any legal action (including arbitration) to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party. In addition, such non-prevailing Party shall pay reasonable attorneys' fees incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.
- i) During the Term of this Agreement, the Customer shall not solicit or encourage any person to leave the employment or other service of Ontinue or its Affiliates.
- j) 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 representative of the Party claimed to have waived.
- k) 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.
- l) 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, or (iii) five (5) business days after being sent by registered or certified mail (or ten (10) days for international mail), or (iii) if given by e-mail, in the case of Ontinue shall include a copy 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.