



MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT (the “Agreement”) governs Customer’s acquisition and use of GNOSIS’ Services.

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE GNOSIS’ SERVICES.

Customer has provided GNOSIS with the signed applicable Order Form or online purchasing portal and wishes to obtain access to GNOSIS Services.

Customer acknowledges GNOSIS Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Customer acknowledges GNOSIS’s direct competitors are prohibited from accessing the Services, except with GNOSIS’ prior written consent.

This Agreement was last updated on April 19, 2022. It is effective between Customer and GNOSIS as of the date of Customer’s signature on applicable Order Form. Further revisions to this Agreement, by request of Customer, will supersede and replace all prior Agreements with respect to the subject matter hereof.

Article 1: DEFINITIONS.

- 1.1. “Agreement” means this Master Subscription Agreement.
- 1.2 “Content” means information obtained by GNOSIS from publicly available sources or its third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

- 1.3. **“Customer”** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates) which have entered into Order Forms.
- 1.4. **“Customer Data”** means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-GNOSIS Applications.
- 1.5. **“Documentation”** means all of the onboarding Documentation and its usage guides and policies, accessible on the weblink provided following the kickoff meeting with GNOSIS.
- 1.6. **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.7. **“Non-GNOSIS Application”** means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace. Non-GNOSIS Applications, other than those obtained or provided by Customer, will be identifiable as such.
- 1.8. **“Order Form”** means an ordering document or online order specifying the Services and billing to be provided hereunder that is entered into between Customer and GNOSIS, including any addenda and supplements thereto.
- 1.9. **“Purchased Services”** means Services that Customer purchases under an Order Form or online purchasing portal.
- 1.10. **“Services”** means the products and services that are ordered by Customer under an Order Form or online purchasing portal, and made available online by GNOSIS, including associated GNOSIS offline or mobile components.
- 1.11. **“GNOSIS”** means the company described in the “GNOSIS Contracting Entity, Notices, Governing Law, and Venue” section below.
- 1.12. **“User”** means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, GNOSIS at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

Article 2: GNOSIS RESPONSIBILITIES.

- 2.1. Provision of Purchased Services.** GNOSIS will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable GNOSIS standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (of which GNOSIS must give advance electronic notice), and (ii) any unavailability caused by circumstances beyond GNOSIS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving GNOSIS employees or contractors), Internet service provider failure or delay, Non-GNOSIS Application, or denial of service attack, and (d) provide the Services in accordance with all applicable laws and government regulations applicable to GNOSIS's provision of its Services to its customers without regard for Customer's particular use of the Services, and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
- 2.2. Protection of Customer Data.** GNOSIS will maintain legally competent administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, reasonable industry appropriate measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Upon request by Customer made within sixty (60) days after the Effective Date of termination or expiration of this Agreement, GNOSIS will make Customer Data available to Customer for export or download. After such sixty (60)- day period, GNOSIS will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.
- 2.3. Data Processing Agreement.** GNOSIS will provide a Data Processing Agreement to Customer within fourteen (14) days from Effective Date of this Agreement.
- 2.4. GNOSIS Personnel.** GNOSIS will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with GNOSIS's obligations under this Agreement, except as otherwise specified in this Agreement.

Article 3: USE OF SERVICES AND CONTENT.

- 3.1. Subscription/Services.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as Service subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) additional subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the

delivery of any future functionality or features, or dependent on any oral or written public comments made by GNOSIS regarding future functionality or features.

- 3.2. Usage Limits.** Services and Content are subject to usage limits specified in the applicable Order Forms and related Documentation. If Customer exceeds a contractual usage limit, GNOSIS may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding GNOSIS's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon GNOSIS' request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
- 3.3. Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-GNOSIS Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify GNOSIS promptly, but in any event within twenty-four (24) hours, upon awareness any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Customer selected Non-GNOSIS Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in GNOSIS's judgment threatens the security, integrity or availability of GNOSIS's services, may result in GNOSIS's immediate suspension of the Services, however GNOSIS will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4. Usage Restrictions.** During the term of this Agreement, as set forth in Article 10 of this Agreement, Customer is prohibited from (a) making any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-GNOSIS Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-GNOSIS Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of GNOSIS intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted

herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

- 3.5. Removal of Content and Non-GNOSIS Applications.** If Customer receives notice that Content or a Non-GNOSIS Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or similar policies, Customer will promptly do so and will be entitled to a pro rata refund for any Service which becomes impaired by such notice. If Customer does not take the required action in accordance with the above, or if in GNOSIS's judgment continued violation is likely to reoccur, GNOSIS may disable the applicable Content or Service and/or Non-GNOSIS Application. If requested by GNOSIS, Customer must confirm such deletion and discontinuance of use in writing within thirty (30) days of such request and GNOSIS will be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if GNOSIS is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, GNOSIS may discontinue Customer's access to Content through the Services.

Article 4: NON-GNOSIS PRODUCTS AND SERVICES.

- 4.1. Non-GNOSIS Products and Services.** GNOSIS or third parties may make available third-party products or services, including, for example, Non-GNOSIS Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-GNOSIS provider, product or service is solely between Customer and the applicable Non-GNOSIS provider. GNOSIS does not warrant or support Non-GNOSIS Applications or other Non-GNOSIS products or services, whether or not they are designated by GNOSIS as "certified" or otherwise, unless expressly provided otherwise in an Order Form. GNOSIS is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-GNOSIS Application or its provider.
- 4.2. Integration with Non-GNOSIS Applications.** The Services may contain features designed to interoperate with Non-GNOSIS Applications. GNOSIS cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-GNOSIS Application ceases to make the Non-GNOSIS Application available for interoperability with the corresponding Service features in a manner acceptable to GNOSIS.

Article 5: FEES AND PAYMENT.

- 5.1. Fees.** Customer will pay all fees specified in any signed Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and

Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities of Purchased Services will not be decreased during the relevant subscription term.

- 5.2. Invoicing and Payment.** Customer will provide GNOSIS with valid and updated credit card information, or with a valid Order Form or alternative document reasonably acceptable to GNOSIS. If Customer provides credit card information to GNOSIS, Customer authorizes GNOSIS to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term” section in Article 10.1 below. Such charges must be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, GNOSIS will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net sixty (60) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to GNOSIS and notifying GNOSIS of any changes to such information.
- 5.3. Overdue Charges.** If any invoiced amount owed is not received by GNOSIS by the due date, then, upon reasonable notice to Customer and without limiting GNOSIS’s rights or remedies, (a) those charges may accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) GNOSIS may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.
- 5.4. Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is thirty (30) days or more overdue, (or ten (10) or more days overdue in the case of amounts Customer has authorized GNOSIS to charge to Customer’s credit card), GNOSIS may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, GNOSIS will give Customer at least ten (10) days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.
- 5.5. Payment Disputes.** GNOSIS will refrain from exercising its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6. Taxes.** GNOSIS's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GNOSIS has

the legal obligation to pay or collect Taxes for which Customer is responsible under this section, GNOSIS will invoice Customer and Customer will pay the amount invoiced unless Customer provides GNOSIS with a valid tax exemption certificate authorized by the appropriate taxing authority. GNOSIS is solely responsible for taxes assessable against GNOSIS based on its income, property and employees.

Article 6: PROPRIETARY RIGHTS AND LICENSES.

- 6.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, GNOSIS, its licensors and content providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2. Access and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 6.3. License by Customer to GNOSIS.** Customer grants GNOSIS and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-GNOSIS Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for GNOSIS to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-GNOSIS Application with a Service, Customer grants GNOSIS permission to allow the Non-GNOSIS Application and its provider to access Customer Data and information about Customer's usage of the Non-GNOSIS Application as appropriate for the interoperability of that Non-GNOSIS Application with the Service. Subject to the limited licenses granted herein, GNOSIS acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-GNOSIS Application or such program code.
- 6.4. License by Customer to Use Feedback.** Customer grants to GNOSIS and a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of GNOSIS's Services.
- 6.5. Federal Government End Use Provisions.** GNOSIS provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

Article 7: CONFIDENTIALITY.

- 7.1. Incorporation by Reference.** The terms set forth in the MUTUAL NONDISCLOSURE AGREEMENT executed between Customer and GNOSIS are incorporated herein by reference and must continue in full force and effect in all respects. If this Agreement is, for any reason, terminated prior to the end of the Term, the MUTUAL NONDISCLOSURE AGREEMENT must nonetheless continue in full force and effect in all respects without any modification.

Article 8: REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal authority to do so.
- 8.2. GNOSIS Warranties.** GNOSIS warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) GNOSIS will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, (d) subject to the “Integration with Non-GNOSIS Applications” section above, GNOSIS will not materially decrease the overall functionality of the Services, and (e) that the Services will materially comply with the specifications provided by the Customer. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.
- 8.3. Customer Representations.** Customer represents and warrants they are responsible for all activities that occur under Customer accounts. Customer must (a) have responsibility for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data, (b) use commercially reasonable efforts to prevent unauthorized control or tampering of any other unauthorized access to, or use of, the Service or the systems operated by or on behalf of Customer that capture, store or transmit Customer’s Data, and notify GNOSIS within twenty-four hours (24) upon becoming aware of any such unauthorized use, (c) comply with all applicable laws (including laws regarding privacy and protection of consumer information) in using the Service, and (d) obtain and maintain all computer hardware, software and communication equipment needed to access the Service, and for paying all Services incurred during Customer’s subscription period.
- 8.4. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Article 9: INDEMNIFICATION.

- 9.1. Indemnification by GNOSIS.** GNOSIS will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by GNOSIS in writing of, a Claim Against Customer, provided Customer (a) promptly, but no later than twenty-four (24) hours, gives GNOSIS written notice of the Claim Against Customer, (b) gives GNOSIS sole control of the defense and settlement of the Claim Against Customer (except that GNOSIS may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives GNOSIS all reasonable assistance, at GNOSIS's expense. If GNOSIS receives information about an infringement or misappropriation claim related to a Service, GNOSIS may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching GNOSIS's warranties under "GNOSIS Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions.
- 9.2. Exceptions to Indemnification by GNOSIS.** The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by GNOSIS, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-GNOSIS Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3. Indemnification by Customer.** Customer will defend GNOSIS and its Affiliates against any claim, demand, suit or proceeding made or brought against GNOSIS by a third party alleging that any Customer Data or Customer's use of Customer Data with the Services infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against GNOSIS"), and will indemnify GNOSIS for any damages, reasonable attorney fees and costs awarded against GNOSIS as a result of, or for any amounts paid by GNOSIS under a settlement approved by Customer in writing of, a Claim Against GNOSIS, provided GNOSIS (a) promptly gives Customer written notice of the Claim Against GNOSIS (except that Customer may not settle any Claim Against GNOSIS unless it unconditionally releases GNOSIS of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.
- 9.4. Exceptions to Indemnification by Customer.** The above defense and indemnification obligations do not apply if a Claim Against GNOSIS arises from (1) GNOSIS's breach of this Agreement or applicable Order Forms, (2) GNOSIS's negligence or willful

misconduct, or (3) the Purchased Services causing the alleged infringement or misappropriation.

- 9.5. Exclusive Remedy.** This “Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third party claim described in this section.

Article 10: TERM AND TERMINATION

- 10.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 10.2. Term of Purchased Subscriptions.** The term of each subscription will be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least thirty (30) days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at GNOSIS’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.
- 10.3. Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4. Refund or Payment Upon Termination.** If this Agreement is terminated for cause by Customer in accordance with article 10.3. above, GNOSIS will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by GNOSIS in accordance with article 10.3. above, Customer will pay any unpaid fees covering the remainder of the subscription term of all Order Forms to the extent permitted by applicable law. Customer is prohibited from being relieved of their obligation to pay any fees payable to GNOSIS for the period prior to the effective date of termination.
- 10.5. Surviving Provisions.** The articles titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-GNOSIS Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement.

Article 11: GENERAL PROVISIONS

- 11.1. Export Compliance.** The Services, Content, other GNOSIS technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. GNOSIS and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North

Korea, Sudan, Syria and Crimea – Region of Ukraine) or in violation of any U.S. export law or regulation.

- 11.2. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 11.3. Entire Agreement and Order of Precedence.** This Agreement, together with the signed applicable Order Form, and Documentation is the entire agreement between GNOSIS and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 11.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 11.5. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver or modification of the provision nor impair the party from enforcing any other provision of this Agreement.
- 11.7. Severability.** If any provision or part thereof of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, such provision or part thereof must be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full effect.
- 11.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, GNOSIS will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.9. GNOSIS Contracting Entity, Notices, Governing Law, and Venue.** The GNOSIS entity

entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit will be construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

11.10. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

11.11. Agreement to Governing Law and Jurisdiction. Each party agrees that this Agreement will be construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions. The parties hereby submit to the jurisdiction of the Alabama courts, both state and federal.