

# MSP Subscription Services Terms and Conditions

## 1. DEFINITIONS

1.1 “Affiliates” means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where “Control” means the legal power to direct or cause the direction of the general management of the company, partnership, or other legal entity. Affiliates of Customer are “Customer Affiliates”, and Affiliates of Plat4mation are “Plat4mation Affiliates”.

1.2 “Claim” means any third-party suit, claim, action, or demand.

1.3 “Confidential Information” means: (a) Core Technology (which is Confidential Information of Plat4mation and/or ServiceNow); (b) Customer Data and Customer Technology (which is Confidential Information of Customer); (c) any information of a party that is disclosed in writing or orally and is designated as Confidential or Proprietary at time of disclosure (and, for oral disclosures, summarized in writing within 30 days of initial disclosure and delivered in written summary form to the receiving party), or that, due to the nature of the information or circumstances of disclosure, receiving party would understand it to be disclosing party’s confidential information; and (d) the specific terms of the Agreement, any Order Form and any amendment or attachment to any of these, between the parties (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: (i) is or becomes generally known to the public through no fault or breach of the Agreement by receiving party; (ii) was already rightfully in receiving party’s possession, without restriction on use or disclosure, when receiving party received it under the Agreement; (iii) is independently developed by receiving party without use of disclosing party’s Confidential Information; or (iv) was or is rightfully obtained by receiving party, without restriction on use or disclosure, from a third party not under a duty of confidentiality to disclosing party.

1.4 “Customer Data” means electronic data uploaded by or for Customer or Customer’s agents, employees, or contractors, and processed in the Subscription Service, excluding Core Technology.

1.5 “Customer Technology” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by Customer (or on Customer’s behalf, other than by Plat4mation or at Plat4mation’s direction) for use with the Subscription Service, excluding Core Technology.

1.6 “Documentation” means the then-current product documentation relating to the operation and use of the Subscription Service published by at <https://docs.servicenow.com/> or its successor website. Documentation includes technical program or interface

documentation, user manuals, operating instructions, and release notes.

1.7 “Intellectual Property Rights” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.8 “Law” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.

1.9 “Order Form” means an ordering document signed by Customer and Plat4mation.

1.10 “Product(s)” means, the Subscription Service and the Documentation.

1.11 “Product Overview” means Plat4mation’s published description of its products and their functionalities, solely to the extent attached to or expressly referenced in an Order Form.

1.12 “Core Technology” means: (a) the Subscription Service; (b) Pre-Release Technology; (c) Ancillary Software; (d) Documentation; and (e) any derivative works, improvements, modifications, enhancements, or extensions, of the foregoing, including updates or upgrades, developed or released by ServiceNow or Plat4mation. The parties acknowledge that, as between the parties, all Intellectual Property Rights in ServiceNow Core Technology are and shall remain owned by ServiceNow and its licensors and, all intellectual Property Rights in Plat4mation Core Technology are and shall remain owned by Plat4mation and its licensors.

1.13 “Subscription Service” means the software-as-a-service offering ordered by Customer under an Order Form.

1.14 “Subscription Term” means the period of authorized access to and use of the Subscription Service, as set forth in an Order Form.

## 2. ACCESS AND USE RIGHTS; RESTRICTIONS

2.1 ACCESS AND USE RIGHTS. For each Subscription Term, the Customer is granted the access and use rights set forth in this Section 2 for the Products described in that Order Form.

2.1.1. SUBSCRIPTION SERVICE. Subject to the terms of this Section 2, Plat4mation authorizes Customer to access and use the Subscription Service during the Subscription Term, solely for its internal business purposes. Customer will not access or use the Subscription Service in a manner that exceeds Customer’s authorized access and use rights as set forth in the Agreement and the applicable Order Form.

### 2.2 AFFILIATE ACCESS AND USE.

2.2.1. ACCESS THROUGH CUSTOMER. Customer may, at its option, provide access and use rights to the Products to one or more Customer Affiliates, subject to the terms of the Agreement. If Customer provides such access and use rights, Customer will be wholly responsible for the acts and omissions of the Customer Affiliate. No Customer Affiliate shall have the right to take any legal action against Plat4mation under the Agreement that has not entered into a direct Order Form with Plat4mation under Section 2.2.2 (Separate Affiliate Ordering) below.

2.2.2. SEPARATE AFFILIATE ORDERING. Subject to the parties executing an Order Form, Customer Affiliates may purchase the Subscription Service, hosted on a separate instance, by signing an Order Form directly with Plat4mation (or a Plat4mation Affiliate as applicable to Customer Affiliate's location), which will establish a new and separate agreement between the Customer Affiliate and the Plat4mation entity signing such Order Form. If such Customer Affiliate resides in a different country than Customer, such Customer Affiliate's Order Form may include modifications particular to international transactions (e.g., tax rates and governing law). Customer Affiliates who have a direct Order Form with Plat4mation for the Subscription Service hosted on a separate instance ("Affiliate Instance") may purchase additional access and use rights for the Affiliate Instance but may not order additional access and use rights for any other instance of the Subscription Service, and Customer may not purchase access and use rights for the Affiliate Instance.

2.3 RESTRICTIONS. With respect to the Core Technology, Customer will not (and will not permit others to): (a) use it in excess of the usage limits as set forth in an Order Form), or in a manner that circumvents usage limits or technological access control measures; (b) license, sublicense, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in an Order Form; (c) access it for the purpose of developing or operating products or services for third-parties in competition with the Core Technology; (d) disassemble, reverse engineer, or decompile it; (e) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in the Agreement; (f) remove or modify a copyright or other proprietary rights notice in it; (g) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; (h) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (i) access or disable any Plat4mation or third-party data, software, or network (other than Customer's instance of the Subscription Service under the Agreement). Before Customer engages in any of the foregoing acts that it believes it may be entitled to, it will provide Plat4mation with 30-days' prior notice to legal@Plat4mation.com, and reasonably requested information to allow Plat4mation to assess Customer's claim. Plat4mation may, in its discretion, provide alternatives that reduce adverse impacts on Plat4mation's Intellectual Property Rights or other rights.

### 3. ORDERING

3.1 ORDERS AND PAYMENT. Upon execution by Customer and Plat4mation, each Order Form is non-cancellable and non-refundable, except as provided in this Subscription Service Terms and Conditions. Prices stated in an Order Form are final. Subscription Service fees are invoiced annually in advance. Each Subscription Term is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on a purchase for the entire Subscription Term. If Customer issues a

purchase order, then it shall be for the full amount of the Order Form. Any such purchase order submitted by Customer is for its internal purposes only, and Plat4mation rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with the Agreement, and such additional or conflicting terms will have no effect. On request, Plat4mation will reference the purchase order number on its invoices (solely for administrative convenience), provided that Customer provides the purchase order at least 15 business days before the invoice date. All payments under the Agreement are due within 30 days after the date of the invoice. Late payments will automatically accrue interest at a rate of 1.5% per month or the legal maximum interest rate, whichever is lower, from the due date of the invoice notwithstanding any other available rights and remedies Plat4mation may have. All terms of this Section 3.1 apply except as may be expressly stated otherwise in the applicable Order Form, or elsewhere in the Agreement.

3.2 USE VERIFICATION. Plat4mation may remotely review Customer's use of the Subscription Service, and, on Plat4mation's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement, and access to and use of the Subscription Service. If Plat4mation determines that Customer has exceeded its permitted access and use rights to the Subscription Service, Plat4mation will notify Customer and within 30 days thereafter Customer shall either: (a) disable any unpermitted use, or (b) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to cure or regain compliance under this Section 3.2, Plat4mation may suspend Customer's use of the Subscription Service or terminate the Agreement for breach, in addition to any other available rights and remedies Plat4mation may have.

3.3 TAXES. All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "Taxes"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, access to, or use of, any Products. For the avoidance of doubt, Taxes will not be deducted from payments to Plat4mation, except as required by Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Plat4mation receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is solely liable for and will pay taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under the Agreement, it will include its tax exemption number on, and provide a tax exemption certificate on execution of the Order Form and, after receipt of valid evidence of exemption, Plat4mation will not charge Customer any Taxes from which it is exempt. If Plat4mation is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to, or use of, any

Products, Plat4mation will invoice Customer for those Taxes, itemized where required by Law. Customer will provide to Plat4mation its VAT or GST identification number(s) on the Order Form for: (a) the country where Customer has established its business; and (b) any other country where Customer has a fixed establishment. Customer will use the ordered Products for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s).

#### 4. INTELLECTUAL PROPERTY

4.1 OWNERSHIP. As between the parties, Plat4mation, ServiceNow and its licensors exclusively own all right, title, and interest in and to all Intellectual Property Rights in the Core Technology, notwithstanding anything in the Agreement purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 2 (Access and Use Rights; Restrictions), Plat4mation, on behalf of itself and its licensors, reserves all rights in the Plat4mation and/or ServiceNow Core Technology and does not grant Customer any rights (express, implied, by estoppel, through exhaustion, or otherwise). Any Plat4mation or ServiceNow Core Technology delivered to Customer or to which Customer is given access shall not be deemed to have been sold, even if, for convenience, Plat4mation makes reference to words such as "sale" or "purchase" in the applicable Order Form or other documents.

4.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all Intellectual Property Rights in Customer Data and Customer Technology. Customer hereby grants to Plat4mation a royalty-free, fully-paid, non-exclusive, non-transferrable (except as set forth in Section 12.1 (Assignment)), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Products.

4.3 FEEDBACK. Plat4mation encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Products (collectively, "Feedback"). If Customer provides such Feedback, Customer grants to Plat4mation a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 12.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize such Feedback (including by incorporation of such Feedback into Plat4mation and/or ServiceNow Core Technology) without restriction.

#### 5. WARRANTIES; DISCLAIMER OF WARRANTIES

5.1 LIMITED WARRANTY. Plat4mation warrants that, during the Subscription Term, Customer's production MSP instance of the Subscription Service will materially conform the Product Overview. To submit a warranty claim under this Section 5.1, Customer will first submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than 30 days after notice of a warranty claim provided to Plat4mation under this Section 5.1, then Customer may terminate the affected Subscription Service, and Plat4mation will refund Customer any prepaid subscription fees covering that part of the applicable Subscription Term for the affected Subscription Service remaining after the effective date of

termination of the affected Subscription Service. Notwithstanding the foregoing, this warranty will not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than Plat4mation or a person acting at Plat4mation's direction. This Section 5.1 sets forth Customer's exclusive rights and remedies (and Plat4mation's sole liability) in connection with this warranty.

5.2 DISCLAIMER OF WARRANTIES. Except for the warranties expressly stated in this Section 5, to the maximum extent allowed by Law, Plat4mation disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the foregoing, Plat4mation specifically does not warrant that the Products will meet the requirements of Customer or others or will be accurate or operate without interruption or error. Customer acknowledges that in entering the Agreement, it has not relied on any promise, warranty, or representation not expressly set forth in the Agreement.

#### 6. CONFIDENTIAL INFORMATION

6.1 CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information will: (a) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event use less than reasonable care; and (b) not use it except to the extent necessary to exercise rights or fulfill obligations under the Agreement. Each party will limit the disclosure of the other party's Confidential Information to those of its employees and contractors and the employees and contractors of its Affiliates with a need to access such Confidential Information for a party's exercise of its rights and obligations under the Agreement, and then only to employees and contractors subject to binding non-disclosure and use restrictions at least as protective as those in the Agreement. Each party's obligations under this Section 6 will remain in effect during, and for three years after termination of, the Agreement. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certified destruction of the same. Provisions for return of Customer Data are set forth in Section 11.2 (Return of Customer Data).

6.2 THIRD PARTY REQUESTS. The Agreement will not be construed to prevent receiving party from disclosing the disclosing party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, provided that the receiving party: (a) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (b) provides reasonable assistance to disclosing party in any lawful efforts by disclosing party to resist or limit the disclosure of such Confidential Information; and (c) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed. In addition, receiving

party will cooperate and assist disclosing party, at disclosing party's cost, in relation to any such request and any response to any such communication.

## 7. INDEMNIFICATION

### 7.1 BY PLAT4MATION.

7.1.1. PLAT4MATION OBLIGATION. Subject to the limitations in this Section 7, Plat4mation will: (a) defend Customer and Customer Affiliates, and its and their officers, directors, and employees against any Claim: (i) to the extent alleging that any Core Technology accessed or used in accordance with the Agreement infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret; or (ii) to the extent alleging that Plat4mation's personnel when on site at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and (b) pay any settlement amount or any court-ordered award of damages, under the forgoing subsections (a)(i) and (ii) to the extent arising from such Claim.

7.1.2. MITIGATION. To the extent any Claim alleges any part of the Core Technology infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret, Plat4mation may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of its instance of the Subscription Service or any applicable Core Technology; (c) avoid such Claim by replacing or modifying Customer's access to and use of its instance of the Subscription Service or any applicable Core Technology as long as Plat4mation provides a substantially similar Subscription Service; or, if Plat4mation determines the foregoing (a), (b), and (c) are not commercially practicable, then (d) terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice and refund to Customer any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

7.1.3. LIMITATIONS. Notwithstanding the above, Plat4mation will have no obligation or liability for any Claim under Section 7.1.1(a)(i) to the extent arising in whole or in part from: (a) any access to or use of any Core Technology not expressly authorized under the Agreement, to the extent the Claim would have been avoided without such unauthorized access or use; (b) Customer Data or Customer Technology; or (c) access to or use of the Core Technology: (i) in violation of Law; (ii) after termination under Section 7.1.2(d); (iii) as modified to Customer's specifications or by anyone other than Plat4mation or its contractors, if the Claim would have been avoided but for such modifications; or (iv) combined with anything not provided by Plat4mation, if the Claim would have been avoided but for such combination.

7.2 CUSTOMER OBLIGATION. Customer will: (a) defend Plat4mation, Plat4mation Affiliates, ServiceNow and its and their officers, directors, and employees against any Claim to the extent alleging that Customer Data, Customer Technology, or a modification to any Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than Plat4mation or a person acting at Plat4mation's direction (but only if the Claim would have been avoided by use of

the unmodified Core Technology), infringes any patent, copyright, or trademark, misappropriates any third-party trade secret, or violates any third-party privacy rights; and (b) pay any settlement amount or any court-ordered award of damages, under the foregoing subsection (a) to the extent arising from such Claim.

7.3 PROCESS. The obligations of Plat4mation and Customer under Sections 7.1 and 7.2 are conditioned on the indemnified party (a) notifying the indemnifying party promptly in writing of any actual or threatened Claim, (b) the indemnified party giving the indemnifying party sole control of the defense of such Claim and of any related settlement negotiations, and (c) the indemnified party cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. The indemnifying party will not publicize any settlement without the indemnified party's prior, written consent. To the extent the parties perform as required, this Section 7 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

## 8. LIMITED LIABILITY

To the extent permitted by Law, each party's total, cumulative liability arising out of or related to the Agreement, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts paid by Customer for use of the Subscription Service giving rise to the claim during the 12-month period preceding the first event giving rise to liability. The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall not apply to: (a) Customer's obligation to pay for products, services or taxes; (b) a party's obligations in Section 7 (Indemnification); and (c) infringement by a party of the other party's Intellectual Property Rights.

## 9. EXCLUDED DAMAGES

To the extent permitted by Law, neither Plat4mation nor Customer will be liable to the other or any third party for lost profits (direct or indirect) or loss of use or data or for any incidental, other consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable. The foregoing exclusions shall not apply to: (a) payments to a third party arising from a party's obligations under Section 7 (Indemnification); and (b) infringement by a party of the other party's Intellectual Property Rights.

## 10. GROSS NEGLIGENCE; WILLFUL MISCONDUCT

Nothing herein shall be intended to limit a party's liability in an action in tort, separate and distinct from a cause of action for breach of the Agreement, for the party's gross negligence or willful misconduct.

## 11. TERM AND TERMINATION

11.1 TERMINATION. The Agreement begins on the Start Date and continues until terminated under its terms. Each party may terminate the Agreement in its entirety: (a) on 30 days' prior notice to the other, if at the time of notice

there are no Order Forms in effect; (b) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (c) immediately on notice if the other party materially breaches the Agreement and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate the Agreement or a Subscription Service on notice if the other party materially breaches the Agreement or the Subscription Service and does not cure the breach within 30 days after receiving notice of the breach from the non-breaching party.

**11.1.1. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE.** On termination or expiration of the Subscription Service, Customer will stop accessing and using, and Plat4mation will stop providing the Subscription Service and all related rights granted to Customer in the Agreement will terminate immediately, automatically, and without notice. Plat4mation will, within 30 days after the effective date of termination by Customer for Plat4mation's breach, refund to Customer any prepaid fees received by Plat4mation covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination. Within 30 days after the effective date of termination by Plat4mation for Customer's breach, Customer will pay all remaining amounts, if any, payable under the Agreement for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

**11.2 RETURN OF CUSTOMER DATA.** After termination or expiration of the Agreement or the applicable Subscription Service, upon Customer's written request, Plat4mation will provide any Customer Data to Customer in Plat4mation's standard database export format at no additional charge. Customer must submit such request to Plat4mation within 45 days after termination or expiration of the Agreement or the Subscription Service. Plat4mation is not obligated to maintain or provide any Customer Data after such 45-day period and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, and delete Customer's instances of the Subscription Service.

**11.3 SURVIVAL.** Sections 2.3 (Restrictions), 3.3 (Taxes), 4 (Intellectual Property), 5 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 6 (Confidential Information) through 10 (Gross Negligence; Willful Misconduct), 11 (Term and Termination) (solely in accordance with its terms), and 12 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Agreement.

## 12. GENERAL PROVISIONS

**12.1 ASSIGNMENT.** Neither party may assign or novate its rights or obligations under the Agreement, by operation of law or otherwise (any of the foregoing, "Assign"), without the other party's prior written consent. Notwithstanding the foregoing, on notice and without the other's consent: (a) either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign the Agreement in its

entirety to such party's successor; and (b) Plat4mation may Assign the Agreement in its entirety to any Plat4mation Affiliate. Any attempted or purported Assignment in violation of this Section 12.1 will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**12.2 THIRD PARTIES.** Customer acknowledges and agrees that Plat4mation may use third parties for the provision of the Subscription Service and that the provision of the Subscription Service may be dependent of the services of such third-parties. Third parties used by Plat4mation and the specific terms and conditions that apply to the services provided by the third party will be part of the Order Form. Customer will always use the services of the third party in accordance with these specific terms and conditions. Plat4mation cannot accept any responsibility for the availability, conformity and/or any changes to the specifications and/or service levels of such third party services.

**12.3 COMPLIANCE WITH LAWS.** Plat4mation will comply with all Laws applicable to its provision under the Agreement of the Products, including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements), but excluding Laws specifically applicable to Customer and its industry not generally applicable to information technology service providers regardless of industry. Customer will comply with all Laws applicable to its use of the Products, including those applicable to collection and processing of Customer Data in Plat4mation systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to Plat4mation.

**12.4 EXPORT COMPLIANCE.** Each party will comply with local and foreign export control Laws, including U.S. export control Laws. Without limiting the foregoing, Customer represents and warrants that: (a) it is not located in, and will not use any Products from, any country subject to U.S. export restrictions (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region); (b) Customer will not use the Products in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; and (c) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local Laws that may impact Customer's right to import, export, or use Products or any of them.

**12.4 NOTICE.** Except as otherwise provided in the Agreement, all notices will be in writing and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding a Claim or alleged breach. Notices will be sent as set forth on the first page of the Order Form or as subsequently updated in writing.



**12.5 FORCE MAJEURE.** Plat4mation is not, and may not be construed to be, in breach of the Agreement for any failure or delay in fulfilling or performing the Subscription Service, when and to the extent such failure or delay is caused by or results from acts beyond Plat4mation's reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of Plat4mation's local network; breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "Force Majeure Event"). Plat4mation will use reasonable efforts to mitigate the effects of such Force Majeure Event.

**12.6 HIGH RISK ACTIVITY.** The Products are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a "High Risk Activity"). Plat4mation, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

**12.7 EXECUTION.** The Agreement may be executed in counterparts, by electronic means to accurately send images, such as via email, or by electronic signature service. Neither party will contest the Agreement's validity solely because a signature was faxed or sent through other permitted electronic means. Each party will deliver to the other an original executed copy of the Agreement promptly after execution.

**12.8 WAIVER AND AMENDMENT.** Failure by a party to enforce any part of the Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any right is effective only if in a writing signed by an authorized representative of the waiving party. Any modification of the Agreement must be in writing and signed by authorized representatives of both parties.

**12.9 SEVERABILITY.** If any term of the Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, such term will be enforced to the maximum extent permissible, such holding will not affect the remaining terms, and the invalid, unenforceable, or void term will be deemed amended or replaced by a valid, legal, and enforceable term that matches the intent of the original language as closely as possible.

**12.10 RELATIONSHIP.** The parties are independent contractors. Nothing in the Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party's name or on its behalf. No third-party is a third-party beneficiary of, or liable under, the Agreement, and no third-party is responsible for any obligations or liability arising out of Customer's use of the Core Technology.

**12.11 GOVERNING LAW; JURISDICTION AND VENUE.** The Agreement shall be governed by the laws of Belgium without regard to its conflict of laws principles. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Flanders, for the purposes of adjudicating any dispute arising out of the Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

**12.12 EQUITABLE REMEDIES.** The receiving party's disclosure of Confidential Information except as provided in the Agreement, or a party's infringement or misappropriation of the other party's Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to disclosing party at law or in equity.

**12.15 CONSTRUCTION.** Plat4mation is obligated to provide Products only in the English language, unless otherwise agreed in writing. Section headings are for convenience only and are not to be used in interpreting the Agreement. The Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. Lists of examples following "including", "e.g.", "such as", or "for example" are interpreted to include "without limitation", unless qualified by words such as "only" or "solely." Unless stated or context requires otherwise: (a) all internal references are to the Agreement, its parties, and its Exhibits; (b) "days" means calendar days; (c) "may" means that the applicable party has a right, but not a concomitant duty; (d) all monetary amounts are expressed and, if applicable, payable, in Euro's; (e) "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured; (f) the word "or" will be deemed to be an inclusive "or"; (g) URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs; (h) a writing is "signed" when it has been hand-signed (i.e., with a pen) or electronically signed using an electronic signature service by duly authorized representatives of both parties; (i) a party's choices, elections, and determinations under the Agreement are in its sole discretion; (j) the singular includes the plural and vice versa; (k) a reference to a document includes any amendment, replacement, or novation of it; and (m) a reference to a thing includes a part of that thing (i.e., is interpreted to include "in whole or in part").

**12.16 ENTIRETY.** The Agreement (together with the Order Forms, Product Overviews and Service Descriptions, all of

which are also deemed incorporated by this reference) is the parties' entire agreement regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to such subjects. The terms of the Agreement apply to the exclusion of any other terms Customer seeks to impose or incorporate, or that may be implied by trade, custom, practice, or course of dealing.

Customer acknowledges it has not relied on any statement, promise, or representation made or given by or on behalf of Plat4mation that is not expressly stated in the Agreement. Customer's orders are not contingent, and Customer has not relied, on the delivery of any future functionality regard less of any verbal or written communication about Plat4mation's possible future plans.