EXPEL, INC.

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("AGREEMENT"), together with the Data Processing Addendum, is an agreement for the use of Expel's Services **BETWEEN**

(1) Expel, Inc., a company incorporated in Delaware, United States of America whose registered office is at 12950 Worldgate Drive #200, Herndon, VA 20170 U.S.A. ("**Expel**"); and

(2) Customer (as defined in Section 1.4).

The provisions of this Agreement are as follows:

1. DEFINITIONS. Capitalised terms shall have the meanings set forth in this section, or in the section where they are first used.

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or security protocols, policies or other relevant procedures, as may be necessary to allow Customer or any Authorised Users to access the Services.

1.2 "**Affiliates**" means, with respect to any party to this Agreement, any other entity that is directly or indirectly Controlling, Controlled by, or under common Control with such party, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract, or otherwise.

1.3 "**Authorised User**" means any individual who is an employee or contractor of Customer or such other person or entity as may be authorised by Expel to access the Services pursuant to Customer's rights under this Agreement.

1.4 "**Customer**" means the company, organisation or other type of legal entity purchaser or user of Expel's Services pursuant to a valid, executed Agreement. If specified in the Sales Order, Customer may include Affiliates and subsidiaries of the purchasing entity.

1.5 "Customer Content" means any content that is uploaded onto the Services by Customer or Authorised Users or otherwise provided or made available by Customer or Authorised Users for use on or in connection with the Software or Services.

1.6 "**Fees**" means the fees set forth in the Sales Order or similar writing agreed between Customer and Reseller Partner.

1.7 "**Integration Partner**" means any third party that produces security software that has been licenced by Customer and is used in conjunction with the Services.

1.8 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 "**Overages**" means the additional use by Customer of Services that exceed the initial quantity set forth on an applicable Sales Order.

1.10 "**Sales Order**" means any order form or other writing agreed between Customer and Reseller Partner identifying the Services to be made available by Expel pursuant to this Agreement, the subscription term, and any limitations or restrictions in connection with Customer's access to and use of such Services.

1.11 "**Services**" means Expel's proprietary, cloud-based software platform, which can be accessed and used on a hosted basis, and related services, for security operations management, as shall be described on the relevant Sales Order. This Agreement does not contemplate any customised products, services, work-for-hire, or code developed exclusively for Customer.

1.12 "**Software**" means the software programs and any associated user interfaces and related technology that Expel makes available pursuant to this Agreement for access and use through the Services.

1.13 "**Working Language**" means the language used for providing Services or conducting any business transactions in connection with this Agreement, including any routine or incidental communications thereto.

1.14 "**Reseller Partner**" means any third-party company duly authorised by Expel to resell its Services to Customers.

2. PROVISION OF SERVICES

2.1 Access. Expel will provide the Services via an online user portal or other approved method. On or as soon as reasonably practicable after the execution of the Sales Order, Expel shall provide to Customer the Access Protocols to allow Customer and its Authorised Users to access the Services. Customer acknowledges and agrees that use of the Services requires that Customer provide Expel with access to and permission to use the credentials for Customer's security technology.

2.2 Responsibility for Software and Content Hosting. Expel shall use commercially reasonable efforts to host and make the Software available as part of the Services, provided that nothing herein shall be construed to require Expel to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer or any Authorised User to access the Internet for the purpose of using the Services. The Software may only be used in conjunction with the Services. Customer shall not modify or distribute the Software and/or related Services in any way without the prior express written consent of Expel.

2.3 Service Level Agreement ("SLA"). Expel shall use commercially reasonable efforts to provide the support services in accordance with Expel's then-current SLA for the applicable Services. The SLA may be accessed through the following URL: https://expel.com/sla.

2.4 Data Processing Addendum ("DPA"). The parties shall comply with the DPA, available at https://expel.com/dpa.

3. INTELLECTUAL PROPERTY

3.1 Licence Grant. Subject to the terms and conditions of this Agreement, Expel grants to Customer a non-exclusive, non-transferable licence during the term set forth on the Sales Order to access and use the Services in accordance with the terms of this Agreement and any restrictions or limitations set forth on the applicable Sales Order(s).

3.2 Ownership; Limitations. The Services (excluding Customer Content and Integration Partners data hosted thereon), Software, and all other materials provided by Expel hereunder, including but not limited to all manuals, reports, records, programs, data and other materials, and all Intellectual Property Rights in each of the foregoing, are the exclusive property of Expel and its suppliers. Customer agrees that it will not, and will not permit any Authorised User or other party to: (a) permit any party to access the Software or use the Services, other than the Authorised Users authorised under this Agreement; (b) modify, adapt, alter or translate the Software, except as expressly allowed herein; (c) sublicence, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organisation) of the Software; (e) use or copy the Software except as expressly allowed under this subsection; (f) remove any proprietary notices from the Software or Services or (g) disclose or transmit any data contained in the Software to any individual other than an Authorised User, except as expressly allowed herein. Subject to the Confidentiality requirements of Section 8, Customer may reasonably share information and access to the Software to its information technology and security auditors for the sole purpose of conducting routine information technology and security audits.

3.3 Licence to Reports. As part of the Services, Expel will create and make available to Customer security incident and other related reports ("**Reports**"). While the Report template and related Intellectual Property Rights remain the property of Expel, the content of any Reports becomes the property of Customer upon creation. Customer hereby grants to Expel and its subsidiaries the non-exclusive, non-sublicensable, non-transferable right to use, reproduce, modify, create derivative works of, and display the Reports solely for Expel's or its subsidiaries' internal business purposes. Neither Expel nor its subsidiaries shall have the right to distribute or otherwise make available the Reports to any third party, except as is required by law or by the order of a court or similar judicial or administrative body.

3.4 Reservation of Rights. All rights in and to the Services and Software not expressly granted to Customer in this Agreement are reserved by Expel and its suppliers. Except as expressly set forth herein, no express or implied licence or right of any kind is granted to Customer regarding the Software and Services or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Software.

3.5 Open Source Software. Certain items of Software provided to Customer are subject to "open source" or "free software" licences ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. A list of Expel's Open Source Software partners can be provided upon written request.

3.6 Aggregated Anonymous Data. Expel and its subsidiaries may aggregate the metadata and usage data of Customer collected or otherwise made available through the Services so that the results are non-personally identifiable with respect to Customer ("**Aggregated Anonymous Data**"). The Aggregated Anonymous Data will be deemed Expel property, and Customer acknowledges that Expel and its subsidiaries may use the Aggregated Anonymous Data, both during and after the Term, (i) for its own internal, statistical analysis, (ii) to develop and improve the Services, and (iii) to create and distribute reports and other materials regarding use of the Services. For purposes of clarity, nothing in this section gives Expel or its subsidiaries the right (or ability) to publicly identify Customer as the source of any Aggregated Anonymous Data.

4. SUBSCRIPTION SERVICES. Customer agrees that Reseller Partner may send invoices for Overages, Surge (as defined in the applicable Service Level Agreement), and other Customer-requested ad hoc Services. For the avoidance of doubt, the Services are available for the quantities purchased. Expel will audit Customer's actual usage of the Services on a quarterly basis, and expressly reserves the right to audit Customer's actual usage at any time. Should Customer exceed the purchased quantity of Services by 10% for more than one (1) month in any rolling six (6) month period, Expel will notify Customer in writing, and Reseller Partner will issue an invoice for the difference between the Overage and actual usage of the Services at Expel's then-current rates prorated for the remaining portion of the then-current Term.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 Authorised Users Access to Services. Customer may permit any Authorised Users to access and use the features and functions of the Services as contemplated by this Agreement and the restrictions in the Sales Order. User IDs cannot be shared or used by more than one Authorised User at a time. Customer shall use commercially reasonable efforts to prevent unauthorised access to, or use of, the Services, and notify Expel promptly of any such unauthorised use known to Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content hosted by Expel as part of the Services shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, libellous, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious code intended to damage Expel's system or data; or (e) otherwise violate the rights, including any applicable privacy rights, of a third party. Expel is not obligated to back up any Customer Content; Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the Services contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorised and improper use of the Services.

5.3 Customer Responsibility for Data and Security. Customer and its Authorised Users shall have access to Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

5.4 Customer Responsibility for Authorised Users. Customer shall be responsible for Authorised Users' acts and omissions, and shall ensure that Authorised Users comply with the terms of this Agreement. Any breach by an Authorised User of this Agreement shall be a breach by Customer.

6. WARRANTIES

6.1 Mutual Warranties. Each party represents and warrants that: (a) it has the necessary corporate authority to enter into this Agreement, and this Agreement is a valid and binding obligation enforceable against it; and (b) the execution, delivery, and performance of the Agreement does not and will not violate any judgment, decree, or order, or any contract, agreement, or other applicable undertaking.

6.2 Expel Warranties. Expel represents and warrants that the Services will operate in material conformance with the applicable SLA; provided, however, Customer has complied with all instructions and other requirements necessary to access and use the Services. To the best of Expel's knowledge at the time of delivery, Expel represents and warrants that the Software contains no viruses or other malware. Expel shall use the most effective methods and techniques reasonably available to Expel to test the Software included in the Services for the presence of

viruses and/or malware and to remove and destroy any viruses and/or malware found. If the Services do not conform with the warranties provided in this section, Expel will, at its expense, use commercially reasonable efforts to correct any such non-conformance within a reasonable period of time. Except for the foregoing warranties, to the maximum extent permitted by law, the Software, Services, and all other documentation and materials are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACCESSES AND USES THE SERVICES AT ITS OWN RISK. EXPEL DOES NOT GUARANTEE OR WARRANT THAT IT WILL DETECT, IDENTIFY OR REMEDIATE ALL SECURITY THREATS, RISKS, COMPROMISES, OR MALICIOUS ACTS, AND CUSTOMER EXPRESSLY AGREES THAT IT WILL NOT HOLD EXPEL RESPONSIBLE FOR ANY OF THE FOREGOING OR ANY CONSEQUENCES THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EXPEL OR ITS AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTIES.

7. MUTUAL LIMITATION OF LIABILITY

7.1 Types of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY OR ITS RESPECTIVE SUPPLIERS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

7.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR DUE TO BE PAID BY CUSTOMER TO RESELLER PARTNER AND/OR EXPEL DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT, ACT, OR OMISSION GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EXPEL'S SUPPLIERS OR SUBSIDIARIES HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

7.3 Exclusions. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

7.4 Basis of the Bargain. The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and that this Agreement is entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties. This Agreement is entered into by and between, and may be enforced only by, Expel and Customer. This Agreement shall not be deemed to create any rights or liabilities in any third parties, including Integration Partner(s), nor to create any obligations of a party to any such third parties, and any such rights and liabilities are hereby expressly disclaimed.

8. MUTUAL CONFIDENTIALITY

8.1 Confidential Information. During the term of this Agreement, each party (the **"Disclosing Party"**) may provide the other party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information that is marked as "confidential" or "proprietary" or which the Receiving Party should reasonably know is confidential and/or proprietary, given the nature of information and context of disclosure (collectively, **"Confidential Information"**). For the avoidance of doubt, the Software, and all enhancements and improvements thereto will be considered Confidential Information of Expel.

8.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorised Users (with respect to Customer) or to those Integration Partners, employees, independent contractors, affiliates, or subsidiaries who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorised use, access, or disclosure in the same manner that it protects its own proprietary information

of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) within thirty (30) days after termination or expiration of this Agreement all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

9. INDEMNIFICATION

9.1 Mutual Indemnification. Each party (the "**Indemnifying Party**") will defend at its expense any suit brought against the other party (the "**Indemnified Party**"), and will pay any settlement the Indemnified Party makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging 1) infringement of a third party's Intellectual Property Rights or 2) the Indemnifying Party's breach of its warranty in this Agreement. Expel shall not have any obligation under this section or otherwise with respect to any infringement or breach of warranty claim if (a) the Software or Services are not used in accordance with this Agreement; (b) the Software or the Services are used with other products, equipment, software, or data not supplied or approved by Expel; or (c) the Software and Services are modified by anyone other than Expel and its authorised agents.

9.2 Procedure. The Indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the Indemnified Party shall promptly notify the Indemnifying Party in writing of any threatened or actual claim or suit; (b) the Indemnifying Party shall have sole control of the defence or settlement of any claim or suit; and (c) the Indemnified Party shall cooperate with the Indemnifying Party to facilitate the settlement or defence of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement remains in effect so long as any Sales Order is in effect and for one year thereafter. Each Sales Order remains in effect for the period of time set forth on the Sales Order ("**Initial Term**"), unless earlier terminated by either party in accordance with the subsection titled *Termination*.

10.2 Termination. Expel does not offer a right to terminate for convenience or without cause. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, in the event of Customer breach for non-payment Expel may suspend Services with five (5) days' written notice, and may terminate Services with ten (10) days' written notice. Upon termination by Customer solely due to Expel's material breach, Expel will refund to Customer the pro-rata amount of the unused Fees paid for the Software and Services prior to such termination.

10.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all rights and obligations of both parties, including all licences granted hereunder, shall immediately terminate; and (b) within thirty (30) days after the effective date of termination, each party shall comply with the obligations to return or destroy all Confidential Information of the other party, as set forth in the section titled *Mutual Confidentiality*. The sections and subsections titled *Definitions, Ownership; Limitations, Warranties, Mutual Limitation of Liability, Mutual Confidentiality, Indemnification, Effect of Termination*, and *Miscellaneous* will survive expiration or termination of this Agreement for any reason.

11. MANDATORY ARBITRATION CLAUSE. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or more arbitrators appointed in accordance with the Rules**.**

12. INSURANCE

12.1 Expel Insurance. Expel shall obtain, during the Initial Term and any Renewal Terms (if any), and maintain in force the following insurance coverage at its own cost and expense, including: (a) Workers' compensation or qualified self-insurance in compliance with the requirements of each applicable state in which the Services are to be performed; (b) Employers' liability insurance with a limit of not less than One million United States Dollars ($1,000,000.00) aggregate limit; (c) Commercial general liability insurance of not less than One million United States Dollars ($1,000,000.00) each occurrence, Two million United States Dollars ($2,000,000.00) annual general aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations; (d) Technology Errors and Omissions Insurance with a minimum limit of Four million United States Dollars ($4,000,000.00) aggregate limit; and (e) Cyber Liability insurance not less than Four million United States Dollars ($4,000,000.00) aggregate limit that includes third-party claims and losses with respect to network security, including but not limited to data breaches, violation of consumer data privacy laws, unauthorised access or use, ID theft, theft of data. The Technology Errors and Omissions insurance and Cyber Liability insurance shall be collectively subject to a minimum aggregate limit of Four million United States Dollars ($4,000,000.00). Where applicable, Umbrella or Excess liability insurance policies may be used to provide the limits required under this Agreement.

12.2 Insurance Requirements. All insurance policies must be primary and non-contributing. The insurers selected by Expel shall have an A.M. Best rating of A- or better or, if such ratings are no longer available, with a comparable rating from a recognised insurance rating agency. Upon request, Expel shall cause its insurers to issue, before the effective date of this Agreement, certificates of insurance evidencing that the required coverages and policy endorsements are maintained in force. Expel shall ensure that its subcontractors, if any, maintain insurance coverage as specified in this section.

13. SPECIAL TERMS FOR FREE TRIAL SERVICES.

From time to time, Expel may offer a short-term usage of any or all of its Services at no cost to prospective Customers for one or both of the following purposes: (a) to setup and configure its information technology systems for future use of Expel's paid services; or (b) to undertake an approved, time-limited free trial of Expel's services ("**Free Trial Services**"). The terms and conditions within this Agreement shall generally apply to Free Trial Services, subject to modification by the special terms contained within this section.

13.1 Free Trial Services Term and Termination; Additional Terms and Conditions. Expel will make the Free Trial Services available to Customer until the earliest of: (a) forty-five (45) days from the date you begin using the Free Trial Services; (b) the start date of any paid Sales Order for the applicable Services; or (c) termination by Expel, at any time, in its sole discretion. Additional terms and conditions may apply to Free Trial Services and Customer agrees any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

13.2 Special Limitations of Liability for Free Trial Services. THE MUTUAL LIMITATION OF LIABILITY IN SECTION 7 SHALL NOT APPLY TO ANY AGREEMENT FOR FREE TRIAL SERVICES. EXPEL PROVIDES NO WARRANTIES FOR ANY FREE TRIAL SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO ANY AGREEMENT FOR FREE TRIAL SERVICES; AND (b) IN NO EVENT SHALL EXPEL'S CUMULATIVE AND AGGREGATE LIABILITY EXCEED ONE THOUSAND U.S. DOLLARS FOR ANY AGREEMENT FOR FREE TRIAL SERVICES. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION (COLLECTIVELY, THE "EXCLUSIONS") APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 SHALL NOT APPLY TO EXPEL FOR ANY FREE TRIAL SERVICES AGREEMENT. THE PROVISIONS OF THIS SECTION 13 ALLOCATE THE RISKS OF A FREE TRIAL SERVICES AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE EXCLUSIONS IN DETERMINING TO ENTER INTO THIS FREE TRIAL SERVICES AGREEMENT.

14. MISCELLANEOUS

14.1 Publicity. Customer hereby grants a limited, worldwide, royalty-free licence to Expel to display Customer's name and logo on the Expel website and in promotional marketing materials as part of a list of other Expel customers during the Term, (including any renewal periods), and to verbally reference Customer as a user of Expel's services. Customer may revoke this licence by providing written notice to Expel at notice@expel.com.

14.2 Compliance with Laws. Each party shall comply with all laws, regulations, rules, ordinances and orders applicable to its access to and use of the Services. Without limiting the foregoing, each party shall comply with the relevant export administration and control laws and regulations, as may be amended from time to time, including, without limitation, the United States Export Administration Act, to ensure that the Services are not transferred or exported (directly or indirectly) in violation of U.S. law.

14.3 Artificial Intelligence. The parties agree that portions of the Services are an "AI system" as defined in the EU AI Act. The parties agree that Expel is the provider of the AI system for the purposes of the EU AI Act and subject to the corresponding obligations under the EU AI Act. Expel warrants that it shall at all times comply with all the obligations set out in the EU AI Act applicable to Expel. Upon request, Expel shall provide reasonable assistance to Customer in ensuring its compliance with the EU AI Act. Expel warrants that all appropriate and necessary measures have been taken to ensure, to its best extent, that all its staff and other third parties involved in the creation, development and provision of its AI system have a sufficient level of AI literacy in accordance with the requirements of Art 4 of the EU AI Act. Expel warrants that it shall not use, access, or process Customer data to train, develop or enhance any artificial intelligence, machine learning, large language models or other similar, for any purpose that goes beyond the provision of the Services to Customer.

14.4 Anti-Corruption; Anti- Bribery. Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials and any other applicable anti-corruption and anti-bribery laws in countries where the Services will be conducted or performed pursuant to this Agreement. Each party agrees that no one acting on its behalf, including without limitation, its subsidiaries, Affiliates or any of its or their respective directors, administrators, officers, managers, board of directors (supervisory and management) members, employees, independent contractors, representatives or agents will give, offer, agree or promise to give, or authorise the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favourable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organisations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or licence, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

14.5 Order of Precedence. In the event of any conflict between this Agreement and a Sales Order, unless otherwise specified in a Sales Order by explicitly referencing the section of this Agreement to which the Sales Order is to take precedence, this Agreement shall govern. Notwithstanding the foregoing, a Sales Order may modify Sections 4 (Subscription Services) and 10 (Term and Termination) solely as to the Services provided in connection with that Sales Order and the subject matter referenced therein.

14.6 Assignment. Neither party may assign or delegate, directly or indirectly, this Agreement or any of its rights or obligations under this Agreement to any third party, and any attempt to do so will be void and of no effect. Notwithstanding the foregoing, a merger, acquisition, or sale of substantially all of either party's assets as a going concern shall not constitute an assignment for the purposes of this Agreement.

14.7 Choice of Language. The parties expressly agree English is the sole Working Language of this Agreement and any Services provided in connection with this Agreement. The parties further agree Expel may, from time to time, create marketing and educational materials in languages other than English, but such materials are for informational purposes only and do not alter or amend the intent of this section.

14.8 Governing Law. This Agreement will be subject to and governed by the laws of the US state of Delaware, without regard to conflicts of laws principles. The United Nations Convention on the International Sale of Goods shall not apply.

14.9 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled *Mutual Limitation of Liability* will remain in effect notwithstanding the unenforceability of any provision in the subsection titled *Warranties*.

14.10 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.11 Remedies. Except as provided in the sections titled *Warranties* and *Mutual Indemnification*, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Services and Software contain valuable trade secrets and proprietary information of Expel, that any actual or threatened breach of the sections titled *Intellectual Property* or *Mutual Confidentiality* or any other breach by Customer of its obligations with respect to Intellectual Property Rights of Expel will constitute immediate, irreparable harm to Expel for which monetary damages would be an inadequate remedy. In such case, Expel will be entitled to seek immediate injunctive relief without the requirement of posting bond, including an order that any Software, or any portions thereof, that Customer attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

14.12 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labour dispute, industrial action, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible and provided further that the party could not have mitigated, avoided, or prevented the cause or delay through the exercise of reasonable care and precautions (a "Force Majeure Event"). In the event Expel experiences a Force Majeure Event that continues for a period of thirty (30) business days, either party may terminate this Agreement by providing written notice to the other party with no further liability to Expel.

14.13 Independent Contractors. Customer's relationship to Expel is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Expel.

14.14 Notices. All notices or other communications required or permitted under this Agreement will be made in writing to the other party by electronic mail as follows: If to Expel, notices@expel.io and if to Customer, at the email address provided to Expel upon registration. Notwithstanding the foregoing, all legal notices will be made in writing to the other party as follows: If to Expel, 12950 Worldgate Drive, Suite 200, Herndon, VA 20170 U.S.A., and if to Customer, at the address provided to Expel. Such notices will be delivered by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognised express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by electronic mail, any such notice will be considered to have been given on the day such electronic mail was sent. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its contact information for receipt of notice by giving notice of such change to the other party.

14.15 Intentionally Omitted.

14.16 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorised signatory of Customer and Expel.