CLOUDFIT SOFTWARE TERMS AND CONDITIONS

By submitting an online order ("***Online Order***") that references these online Terms and Conditions (together, the online order and these Terms and Conditions are the "***Agreement***"), the Person identified on said Online Order ("***Customer***") and Cloudfit Software, LLC ("***Provider***") each signifies that it has read, understands, and agrees to be bound by the terms and conditions hereof. Provider and Customer may be referred to individually as a "***party***" and collectively as the "***parties***."

Pursuant to the terms and conditions of this Agreement, Provider will provide to Customer the Cloudfit managed software ("***Software***"). Customer agrees that when its accesses or uses the Software, it will do so subject to this Agreement.

Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

1.   DEFINITIONS. The following is a list of capitalized terms and their respective meanings as used in this Agreement.

1.1.   "***Access Credentials***" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Software.

1.2.   "***Aggregated Statistics***" means data and information related to Customer's use of the Software that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software.

1.3.   "***Authorized Users***" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

1.4.   "***Customer Data***" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Software or that incorporates or is derived from the Processing of such information, data, or content by or through the Software. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Software by or on behalf of Customer or any Authorized User.

1.5.   "***Intellectual Property Rights***" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6. "*Law*" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

1.7. "*Person*" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.8. "*Process*" means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content. "*Processing*" and "*Processed*" have correlative meanings.

1.9. "*Provider Disabling Device*" means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Software automatically with the passage of time or under the positive control of Provider or its designee.

1.10. "*Provider Materials*" means the specifications, documentation, and Provider systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider in connection with the Software. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Software, but do not include Customer Data.

1.11. "*Provider Site*" means https://portal.cloudfitonline.com.

1.12. "*Provider Systems*" means the information technology infrastructure used by or on behalf of Provider in performing its obligations hereunder, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

1.13. "*Representatives*" means, with respect to a party, that party's officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

1.14. "*Resultant Data*" means data and information related to Customer's use of the Software that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software.

1.15. "*Third-Party Materials*" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to Provider.

2. GRANT OF LICENSE.

2.1. Grant of License.

2.1.1 Provider hereby grants to Customer access to its Provider Site and a non-exclusive (except as authorized under Section 12.7), non-transferable license to use the Software for its internal business purposes subject to all of the terms and conditions of this Agreement. The access and license may be revoked in accordance with the terms of this Agreement if Customer does not comply with these terms and conditions.

2.1.2 Provider grants Customer a non-exclusive, non-transferable (except as authorized under Section 12.7) license to any documentation files accompanying the Software, which shall include, without limitation, any online training and guidance materials (collectively, the "**Provider Materials**") for Customer's own internal business purposes. Customer may prepare, reproduce, print, download, and use a reasonable number of copies of the Provider Materials as may be necessary for any use of the Software permitted under this Agreement.

2.2.   Use Restrictions.

2.2.1 Customer may not, without Provider's prior written consent, use, merge, adopt, display, copy, modify, execute, distribute, translate or transfer the Software, except as expressly provided in this Agreement.

2.2.2 Customer may not decompile, disassemble, or otherwise reverse engineer the Software or defeat protection methods used for preventing unauthorized use of or access to the Software.

2.2.3 Customer may not bypass or breach any security device or protection used by the Software or Provider Materials or access or use the Software or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials.

2.2.4 Customer may not access or use the Software or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any applicable Law.

2.2.5 Customer agrees not to disclose or otherwise make available the Software or Third-Party Materials, in any form, to any person for any purpose other than is necessary to the Customer's use of the Software and/or Third-Party Materials as authorized herein.

2.3.   Passwords. Provider will provide Customer with passwords to permit access to the Provider Site and the Software and Third-Party Materials available at the Provider Site. Customer shall be solely responsible for any access or use of the Provider Site or the Software using passwords as required assigned to Customer.

2.4.   Changes. Provider reserves the right, in its sole discretion, to make any changes to the Software and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Software to its customers; (ii) the competitive strength of or market for the Software; or (iii) the Software's cost efficiency or performance; or (b) to comply with applicable Law.

2.5.   Customization. Customer may, at any time during the Term, request in writing customization to the Software. The parties shall evaluate and, if agreed, implement all such requested changes in a separate agreement signed by both parties. No requested customizations will be effective unless and until memorialized as such. Customer may be subject to separate fees.

2.6.   Suspension or Termination. Provider may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Software or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Software beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.6 does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

2.7.   Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

2.8.   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Software and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input. Customer agrees that Provider may (a) make Aggregated Statistics publicly available in compliance with applicable law, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.   CUSTOMER OBLIGATIONS.

3.1.   General. Customer is responsible and liable for all uses of the Software and Provider Materials resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

3.2.   Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

4.   SUBSCRIPTION. Customer may use the Software from the date Provider provides Customer access to the Data Enrichment Services Software (the "***Access Date***"). Customer acknowledges and agrees that, at the end of their current Subscription period, Customer's access to the Software will be automatically terminated, with or without notice. Customer must contact Provider at least two (2) business days prior to the end of the Subscription Period if Customer wishes to renew their current Subscription.

5.   FEES & PAYMENT.

5.1.   Fees. Customer shall pay Provider the fees ("***Fees***") as prescribed in the Online Order portal or within thirty (30) days from the invoice date without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 30 days or more, Provider may suspend, in accordance with Section 2.6, Customer's and all other Authorized Users' access to any portion or all of the Software until such amounts are paid in full.

5.2.   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6.   CONFIDENTIAL INFORMATION. From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "***Confidential Information***"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.   INTELLECTUAL PROPERTY.

        7.1.   Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all Intellectual Property Rights, in and to the Software and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials.

        7.2.   Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Software to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

        7.3.   Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Provider Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("***Feedback***"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.   DISCLAIMER OF WARRANTIES.   THE SOFTWARE AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, PROVIDER

MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. INDEMNIFICATION.

9.1. <u>Provider Indemnification</u>.

9.1.1 Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("***Third-Party Claim***") that the Software, or any use of the Software in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

9.1.2 If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (a) modify or replace the Software, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available. Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

9.1.3 This Section 9.1 will not apply to the extent that the alleged infringement arises from: (a) Customer's misuse or modification of the Software, but only if the Customer's misuse or modification causes the infringement; (b) Customer's failure to use corrections or enhancements made available by Provider; (c) Customer's use of the Software in combination with any product or information not in accordance with this Agreement or the specifications, but only if such combined use causes the infringement; (d) Provider's modification of the Software in compliance with specifications provided by Customer; or (e) any Third-Party Materials, whether or not provided hereunder.

9.2. <u>Customer Indemnification</u>. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (a) negligence or willful misconduct; (b) use of the Software in a manner not authorized by this Agreement; (c) use of the Software in any manner described in Section 8.1.3 above, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CLOUDFIT SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AGGREGATE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE,

LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT.

11. TERM & TERMINATION.

11.1. <u>Term</u>. The term of this Agreement begins on the Access Date and continues until terminated.

11.2. <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

11.2.1 either party may terminate this Agreement for any reason upon 30 days' advance notice to the other party.

11.2.2 either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 15 days after the non-breaching party provides the breaching party with written notice of such breach; or

11.2.3 either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3. <u>Effect of Termination</u>. Upon termination of this Agreement, Customer shall immediately discontinue use of the Software and remove any locally installed copies thereof. No termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

11.4. <u>Survival</u>. This Section 11.4, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. MISCELLANEOUS.

12.1. <u>Entire Agreement</u>. This Agreement, together with any other documents incorporated herein by reference and all related Schedules or exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules or exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement; (b) second, the Online Order; and (c) third, any other documents incorporated herein by reference.

12.2. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "***Notice***") must be in writing and addressed to the parties at the

addresses set forth on the last page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

12.3.   Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.4.   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.5.   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.6.   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of [or related to] this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and King County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12.7.   Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 12.7 will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

12.8.   Export Regulation. The Software may be subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Customer will not directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable Law. Customer will comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

12.9.   <u>Privacy Policy</u>. Provider respects the privacy rights of its customers. The collection and use of any personally identifiable information under this Agreement is governed by Provider's Privacy Policy, available at https://www.cloudfitsoftware.com/privacy-policy/, and incorporated by reference herein.

12.10.   <u>Equitable Relief</u>. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.