These terms of service (these "**Terms**") are entered into between **Rithum CA UK Limited** ("**Provider**") and the client ("**Client**") identified in an order form ("**OF**") that incorporates these Terms by reference. These Terms are effective on the effective date of the first OF entered into pursuant to these Terms ("**Effective Date**"). If a Provider affiliate or a Client affiliate executes a subsequent OF, the term "Provider" or "Client" as used in these Terms, will include such party's respective affiliate for purposes of that OF.

1. Access and Use of the Services

1.1   **The Services.** In consideration of Client's timely payment of all fees and charges set forth in the applicable OF (collectively, "**Fees**"), Provider agrees to perform the services detailed in each applicable OF (the "**Services**").

1.2   **Access Grant and Use of the Services and Provider Materials.** The parties will enter into one or more order forms (each an "**OF**"), that incorporate(s) these Terms by reference. If a Provider affiliate or a Client affiliate executes an OF, the term "Provider" or "Client" as used in these Terms will include such party's respective affiliate for purposes of that OF. Subject to these Terms and Client's continued compliance with these Terms, Provider grants Client a limited, non-transferable, non-exclusive, revocable right to access and use the Services and the Provider Materials. Client agrees to use the Services and the Provider Materials solely for its internal business operations.

"**Provider Materials**" means written or electronic materials, intellectual property, technology, proprietary information and trade secrets developed, provided or used by Provider, its affiliates or its licensors in connection with the Services, including user manuals, documentation, applicable specifications and other technical information, data, customized applications, integrations, computer programs, processes, methods, algorithms, ideas, and other "know how"; Provider Materials do not include any electronic data or content received and/or retrieved by Provider from Client through the Services ("**Client Data**").

1.3   **Certain Restrictions.** Except for the limited right to access and use the Services expressly stated in Section 1.2 above, no licenses or rights are granted by Provider, and nothing in these Terms or otherwise implies any license granted to Client in or to the Services or Provider Materials. Client will not directly or indirectly (i) modify, translate, prepare derivative works, lease, license, rent, resell, assign, distribute, timeshare or act as a service bureau with respect to any portion of the Services or Provider Materials, (ii) reverse engineer, decompile or disassemble or otherwise attempt to discover the source code, object code or underlying structure, schema, ideas or algorithms that make up the Services or Provider Materials (except to the limited extent that applicable law prohibits such a restriction), or (iii) use any device, technology or other means to interfere or attempt to interfere with the proper working of the Services. Client may not remove or obscure any intellectual property or other proprietary notice affixed to the Services or Provider Materials and may not use the Services or Provider Materials to develop or help a third party develop technology or services that are competitive with the Services.

1.4   **Authorized Users.** Subject to any applicable restrictions on the number of Client's employees, consultants or agents allowed to access the Services on Client's behalf ("**Authorized Users**"), Client has the ability to add or remove Authorized Users through the Services. Client's Authorized Users are subject to these Terms and Provider's Acceptable Use Policy, found here: https://www.rithum.com/acceptable-use-policy/. Client is responsible for the acts or omissions of its Authorized Users, including their compliance with these Terms and the Acceptable Use Policy. Provider has the right to suspend or terminate access to the Services of any Authorized User who does not comply with Provider's Acceptable Use Policy or these Terms.

1.5   **Credentials.** Provider will issue Client certain Client ID(s) and password(s) to allow Client's Authorized Users to access the Services ("**Credentials**"). Except as expressly set forth herein, Client will not disclose Credentials to any third party or allow any third party to use or share Credentials to access the Services. Client will protect the confidentiality of the Credentials and prevent their use by unauthorized users. Client is responsible for all activity on the Services resulting from the use of the Credentials.

2. Payment Terms and Taxes

2.1 **Payment Terms.** Client agrees to pay the applicable Fees for the Services. Client will pay each invoice within 30 days from the invoice date, in U.S. Dollars by automated bank draft, unless the parties otherwise agree in the applicable OF. If payment is not made when due, Provider may charge Client a late fee on the unpaid balance, equal to the lesser of 1½% per month or the maximum lawful rate, from the original due date until Provider receives payment in full. Client will pay all costs of collection (including reasonable attorney's fees) that Provider incurs to recover late Fees. Provider reserves the right to suspend or terminate the Services if Client's account is not current. If Provider permits Client to pay invoices by credit card, Client understands all cardholder information will be submitted by Client directly to Provider's credit card payment processor, and Provider will not have any liability or responsibility for such data or information, or for any currency conversion or processing fees incurred by Client, if applicable.

2.2 **Taxes.** Fees are exclusive of taxes, tariffs, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Client will pay all Taxes levied in connection with the Services, except for taxes due on Provider's net income. Client is responsible for: (i) identifying to Provider its main tax location where Client will access the Services, and (ii) remitting all applicable taxes to the appropriate local, state, national and international authorities. Client will reimburse Provider for any taxes, interest and penalties Provider incurs due to Client's failure to remit.

3. Client Responsibilities

3.1 **Client Performance.** Client will provide the cooperation that Provider may reasonably request in connection with provision of the Services to Client, which may include access to data, information and systems as Provider and its third-party contractors may reasonably require to provide the Services. Provider will not be responsible for failure to provide the Services to the extent that such failure arises from Client's failure to provide such cooperation, data or information, or otherwise fulfill its responsibilities under these Terms. Client represents that it has the right and authority to enter into and comply with these Terms. Client will comply with all laws, including the U.K. Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) and applicable data protection laws, regulations, government orders or other legal processes (collectively, "**Laws**") applicable to its use of the Services.

3.2 **Client Data.** Client Data will adhere to Provider's technical specifications and requirements. Client is solely responsible for the accuracy and completeness of Client Data. Client represents that it has all necessary permissions and authority to provide Client Data to Provider for the Services in accordance with these Terms, and Client grants to Provider all rights necessary to use the Client Data to perform the Services as detailed in each applicable OF. Client Data will not (i) infringe or violate any third party's rights, including intellectual property rights, privacy rights, contractual rights or confidentiality rights, (ii) violate any applicable Law, (iii) contain any code or macros (such as viruses, worms, Trojan horses, etc.) the main purpose of which is the unlawful, harmful or inappropriate manipulation of data on the host machine, or other contaminating or destructive feature, (iv) contain any illegal, offensive, defamatory, libelous or obscene material, or (v) result in any consumer fraud.

3.3 **System Precautions; Third-Party Connections.** Client is solely responsible for (i) providing and supporting the operation of Client's own hardware, software, and connectivity to access and use the Services, and (ii) taking appropriate precautions against damage to its operations, information systems, and data that could be caused by defects in or interruptions of communications, its equipment or the Services. Client agrees that the Services are not a system of record and Client is solely responsible for maintaining external means of storage, reconstruction, and transmission of any lost or damaged data, files, content, or other information. Certain Services contain features designed to interoperate with third-party platforms, services, and applications. To use such features, Client may be required to obtain access and authorize Provider and its personnel to have access to such third-party platforms, services and applications.

3.4 **Sensitive Personal Data.** Client will not use the Services to collect, store, transmit or otherwise process any of the following (collectively, "**Sensitive Personal Data**"): (i) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standard, (ii) health, medical, patient, or other protected health information regulated under the Health Insurance Portability and Accountability Act or similar healthcare laws

or regulations, (iii) any information deemed to be special categories of personal data (as defined under the European Union General Data Protection Regulation (EU 2016/679) (GDPR) or the UK's data protection legislation) or sensitive personal information (as defined under the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended (CCPA)), (iv) any other personal or sensitive information subject to regulation or protection under the Gramm-Leach Bliley Act or the Children's Online Privacy Protection Act, (v) social security numbers, driver's license numbers or other government ID numbers, or (vi) any data similar to the foregoing that is protected under applicable Law. Provider disclaims all liability arising from or related to Sensitive Personal Data.

3.5 **Privacy and Security.** Client must have and enforce a privacy policy that complies with all applicable Laws. Client must secure information it collects, directly or indirectly, from purchasers of its goods and services ("**Buyers**") and not allow Buyer information to be disclosed except in accordance with Client's privacy policy. Client must establish security processes to protect personal information in accordance with applicable Laws and at least as restrictive as industry standards, but no less than reasonable care. Client acknowledges that Client's information and Buyers' information (personal or otherwise) may be transmitted to the United States and other jurisdictions in connection with the Services. In accessing the Services as permitted under these Terms, Client must report any security breaches promptly to Provider.

4. Provider's Responsibilities

4.1 **Provider Performance.** Provider represents that it has the right and authority to enter into and comply with these Terms. Provider will comply with all Laws applicable to its performance of the Services as contemplated hereunder.

4.2 **Services Standards.** Provider will perform the Services in a skilled and workmanlike manner. The operation of the Services will conform in all material respects to the applicable documentation. If Provider fails to meet its obligations in this Section 4.2, Client must notify Provider within 10 business days and reasonably cooperate with Provider to verify the failure. As Client's sole and exclusive remedy, Provider will then either correct the Services, replace all or the defective part of the Services with functionally equivalent services, or if Provider believes that correction or replacement is not commercially feasible, Provider can terminate all or the defective part of the Services and Client will be entitled to receive a credit or refund of the ratable portion of any prepaid but unaccrued Fees applicable to the affected Service.

4.3 **Updates and Maintenance.** At no additional charge to Client, Provider will provide periodic updates to the Services. If any such update substantially reduces functionality and materially adversely impacts Client's use of the Services and Provider cannot offer a commercially reasonable solution, then Client's exclusive remedy is to terminate the affected portion of the OF by delivering written notice of its intent to terminate to Provider within 30 days of the date of the update, and such termination must be effective within 30 days of the date such notice is received by Provider. In the event of such a termination, Client will be entitled to a credit or refund of the ratable portion of any prepaid but unaccrued Fees applicable to the affected Service. Provider may temporarily suspend access to the Services for maintenance from time to time.

4.4 **Certain Limitations.** Notwithstanding anything in these Terms to the contrary, Provider is not responsible (and its obligations to perform the Services will be relieved) for problems caused by (i) Client's failure to comply with its responsibilities as set forth in these Terms, (ii) Client's failure to install or implement any modification or upgrade provided by Provider and required to use the Services, (iii) use of the Services that is not in accordance with the Provider Materials or these Terms, or (iv) issues arising from or related to a malfunction of Client's computer hardware or software, or any tools, applications or other facilities not supplied by Provider.

4.5 **Third Party Vendors.** Provider may use third-party vendors (including hosting providers) to provide certain hardware, software, networking, storage, related technology and other services as may be required to provide the Services, provided, that Provider will be responsible to Client for each such vendor's compliance with these Terms.

5. Confidentiality and Proprietary Rights

5.1 **Confidentiality.** "**Confidential Information**" means non-public or proprietary information provided to either party in connection with the Services that is identified as confidential or proprietary or that, due to its character or nature, reasonable people under similar circumstances would understand to be confidential or proprietary. Provider's Confidential Information also includes pricing, these Terms and the Provider Materials. Each party will treat the other party's Confidential Information with the same care as it uses with its own Confidential Information, but no less than reasonable care. Each party will protect the other party's Confidential Information from unauthorized disclosure to any third party, and only use the other party's Confidential Information as authorized by these Terms.

Confidential Information excludes information that (i) when disclosed, was already known to the receiving party without obligation to keep it confidential, (ii) was obtained in good faith from a third party that possessed it lawfully and without an obligation to keep it confidential, (iii) was generally available and generally publicly known at the time of its receipt, or has become generally available and generally publicly known other than by a breach of these Terms, or (iv) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.

Each party can disclose relevant aspects of Confidential Information on a need-to-know basis to its Authorized Users, employees, consultants, contractors and agents ("**Representatives**"); provided, that each Representative has undertaken to protect the Confidential Information as required by these Terms, and such party is responsible for its Representatives failure to comply with such party's obligations under these Terms. The receiving party may also disclose the disclosing party's Confidential Information if it reasonably determines that applicable law or regulation requires, but the receiving party must first make reasonable efforts to notify the disclosing party of the compelled disclosure (if legally permitted) so that the disclosing party can try to limit the scope of the required disclosure through appropriate means.

Notwithstanding these restrictions, (a) Provider may provide information relating to Client and its product catalogue to existing or prospective channels to whom Client is connected (or may be connected) through the Services, to make introductions, in connection with the Services or for Provider's other business purposes, and (b) Provider's obligations of confidentiality and non-use related to the channels to whom Client is connected (or may be connected) through the Services shall apply only to nonpublic information and shall expressly exclude all other information about such channels, including their existence, the contact information of individuals at such channels and the products and services offered by such channels.

5.2 **Reservation of Rights.** As between Provider and Client, Client (or its licensors) is the exclusive owner of and retains all right, title and interest, including proprietary and intellectual property rights, arising under the laws of any jurisdiction in and to, the Client Data. Client does not grant any implied licenses under these Terms. As between Client and Provider, Provider (or its licensors) is the exclusive owner of and retains all right, title and interest, including proprietary and intellectual property rights, arising under the laws of any jurisdiction in and to, the Services and Provider Materials, including Provider's user interface, all exported reports and reporting formats, tools, and templates, models, algorithms, and results deriving from the Services, and any related customizations, improvements, and enhancements.

5.3 **Performance Data.** Notwithstanding anything to the contrary, Provider can compile, collect, copy, modify, publish, display, distribute or use transactional and performance data (including summary or derivative information) related to, generated from, or based on Client's use of the Services, for its analytical and other business purposes; however, Provider will only disclose such data in aggregated or anonymized form that will not identify Client or its Buyers as the source of such information. Provider's rights to such data will not be subject to any obligation it may have to return or destroy Confidential Information.

5.4 **Suggestions.** Provider may use and commercialize (without restriction or condition) all suggestions, enhancement requests or other feedback provided by Client and/or its Authorized Users relating to the use or operation of Provider's services.

5.5 **Injunctive Relief.** Each party agrees that damages may be an inadequate remedy if the other violates or threatens to violate this Section 5. In addition to all other rights, such party will have the right to petition any

court of competent jurisdiction for injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce this Section 5 without the necessity of posting bond or other security.

6. Term and Termination

6.1 General. These Terms, unless earlier terminated as provided herein, will commence on the Effective Date and continue for as long as there is at least one active OF (the "**Term**"). These Terms automatically terminate in the event there is not an active OF for a continuous three-month period; however, these Terms automatically become effective again if a new OF is entered into by the parties. Continued use of the Services after the Term, or after the term of the applicable OF expires, will be governed by these Terms, but unless and until the parties agree in writing to the contrary, such Services may be terminated by either party at will by providing notice to the other party. The termination of any individual OF will not affect a party's obligations under any other OF or these Terms.

6.2 Termination for Provider's Breach. If Provider fails to perform any material obligation specified in these Terms and fails to cure such breach within 30 days of receipt of written notice from Client specifically identifying the breach or breaches (which notice must be received by Provider not more than 90 days after the initial occurrence of the breach as a condition of Client's termination right), Client may, without limiting its other rights, and at its election, terminate the OF that has been breached, without further obligation or liability to Provider thereunder, other than those obligations that survive the termination of such OF or these Terms.

6.3 Termination for Client's Breach. If Client or its Authorized User fails to perform any material obligation specified in these Terms and fails to cure such breach within 30 days of receipt of written notice from Provider (10 days for payment obligations) specifically identifying the breach or breaches, Provider may, without limiting its other rights, and at its election, terminate the breached OF or these Terms and all OFs then in effect, without further obligation or liability to Client, other than those obligations that survive the termination of these Terms.

6.4 Termination for Business Failure. Either party may terminate these Terms and all OFs then in effect, if the other party becomes insolvent, generally unable to pay its debts when due, makes an assignment for the benefit of creditors, or suffers any other event that has a similar effect.

6.5 Suspension. Provider may temporarily suspend Client's use of the Services or any portion thereof (i) with 5 business days' notice to Client for non-payment of any invoice(s) when due, or (ii) immediately and without notice if the acts or omissions of Client or any Authorized User threaten the integrity or security of the Services or Provider's systems. Provider will restore the Services promptly after receiving Client's over-due payment, or after Provider's security concerns have been resolved, as applicable.

6.6 Access to the Services. Provider may (but has no obligation to) access, monitor, remove content within, or disable Client access to the Services (i) if a channel to which Client is connected through the Services requests that Provider do so, (ii) if Provider determines it may incur liability because of Client Data, (iii) if Provider is required to do so by applicable Laws, or (iv) to enforce these Terms. If Provider exercises these rights, Provider will provide Client with notice and information regarding such actions as soon as practicable under the circumstances and to the extent permitted by applicable Law.

6.7 Effect of Termination. Except as expressly stated otherwise in these Terms, in the event of expiration or termination of these Terms (i) all rights granted to Client under these Terms will terminate, (ii) Client will pay all sums then payable under these Terms through the date of termination, and (iii) if Provider terminates for Client's breach or pursuant to Section 6.4, and without limiting Provider's right to recover any additional damages arising from such breach, Client will also pay all Fees that would have been due through the end of the Term had these Terms not been terminated. In addition to these payment obligations, Sections 1.3, 3.4, 3.5 and 5 through 10, as well as any provision that, by its terms or nature, applies to events occurring after termination, will survive the expiration or termination of these Terms. For clarity, the termination rights in Sections 6.2 and 6.3 do not apply to or replace any exclusive stated remedy provided for in these Terms.

7. Disclaimers

7.1 **General Disclaimers.** EXCEPT AS EXPRESSLY STATED OTHERWISE IN THESE TERMS (I) THE USE OF THE SERVICES AND PROVIDER MATERIALS IS AT CLIENT'S OWN RISK AND THEY ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, (II) NO WARRANTIES, CONDITIONS OR OTHER TERMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) APPLY TO THE SERVICES OR PROVIDER MATERIALS AND PROVIDER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, CONDITIONS AND OTHER TERMS (III) PROVIDER DOES NOT WARRANT OR GIVE ANY OTHER ASSURANCE THAT THE SERVICES, THE PROVIDER MATERIALS OR ANY INFORMATION OR MATERIALS ACCESSED BY THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE, OR ERROR-FREE. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES LOCALIZATION TO A PARTICULAR MARKET, INCLUDING LOCAL LANGUAGE, LOCALIZED SUPPORT OF TAXES, PAYMENT OR SHIPPING CARRIERS.

8. Limitations of Liability

8.1 Provider's liability for (a) death or personal injury caused by Provider's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law, is not excluded or limited by these Terms.

8.2 Subject to Section 8.1, Provider shall not be liable to Client under or in connection with these Terms including the use or inability to use the Services, Client Data or Provider Materials (whether for breach of contract or tort (including negligence), breach of statutory duty, misrepresentation, or for any other reason for: (a) indirect, special, incidental or consequential loss or damages; (b) lost profits; (c) lost revenue or losses resulting from business disruption; (d) costs of cover, trading or executions losses; (e) loss of the use of hardware, software or connectivity; (f) loss of or damage to business or goodwill; (g) loss of data; (h) loss of anticipated savings or (i) loss of Clients or contracts, even if Provider has been advised of the possibility of such loss or damages.

8.3 Subject to Sections 8.1 and 8.2, Provider's maximum total liability to Client arising out of or in connection with these Terms (and whether such liability arises as a result of breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, or for any other reason) shall be limited to the lesser of (a) the total amount Client pays to Provider under the relevant OF in the twelve (12) months immediately preceding the event which gives rise to the claim, (b) with respect to claims arising from one or more orders, the order charge or other variable charge paid by Client to Provider for such orders, or (c) with respect to any claims arising from the unavailability of the Services, the portion of applicable fixed fees applicable to the period of such unavailability.

8.4 **No Commerce, Products or Third-Party Liability.** Subject to Section 8.1, Provider (including its Related Parties) has no responsibility for the quality or availability of goods or services involved in Client's transactions, any third party's compliance with the terms of a transaction, or for any injury, loss or damage caused or alleged to have been caused by the goods or services obtained by a Buyer or sold by Client through use of the Services. Except as expressly stated in Section 4.5, Provider has no responsibility for failures based on content or services provided by anyone other than Provider.

8.5 **Applicability.** PROVIDER IS PRIMARILY RESPONSIBLE FOR ITS AFFILIATES UNDER THESE TERMS. CLIENT IS PRIMARILY RESPONSIBLE FOR ITS AFFILIATES UNDER THESE TERMS. THE LIMITATIONS IN THIS SECTION 8: (I) WILL APPLY REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), OR OTHER THEORY, WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) ARE BARGAINED FOR AND BASED ON THE NEGOTIATED PRICING AND OTHER PROVISIONS PROVIDED IN THESE TERMS AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, AND (III) WILL NOT LIMIT CLIENT'S OBLIGATION TO PAY FEES THAT CLIENT INCURS. IF APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF CERTAIN DAMAGES RELATED TO A PARTICULAR CAUSE OF ACTION, THEN THESE LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnification

9.1 By Provider. Provider will defend Client and its Related Parties against all claims, demands, actions, proceedings and suits brought by a third party alleging the Services or Provider Materials infringe, misappropriate or violate intellectual property rights of such third party ("**Client Claims**") and, with respect to such Client Claims, Provider will pay defense costs (including reasonable attorneys' fees and other litigation expenses), Provider-negotiated settlement amounts, and court-awarded damages. If a Client Claim is brought or threatened, Provider will either obtain the right for Client to continue using such Services or Provider Materials, modify or replace such Services or Provider Materials with other services or materials having substantially the same or better capabilities, or if Provider determines neither of the foregoing is commercially feasible, Provider may terminate all or part of the Services and Client will be entitled to a credit or refund of the ratable portion of any prepaid but unaccrued Fees for the infringing portion of the Services or Provider Materials. The foregoing is Client's sole and exclusive remedy with respect to Provider's infringement or misappropriation of any intellectual property rights. Provider has no obligation under this Section 9 with respect to any Client Claims if such Client Claim arises from (i) any change to and/or enhancement of the Services made by or on behalf of Client without Provider's consent, (ii) any use of the Services that is not in accordance with these Terms and the applicable specifications, (iii) Client Data, (iv) Provider acting in accordance with Client's specifications or guidelines, or (v) Client's use of the Services in combination with any hardware, software or other materials not specified, furnished or approved in writing by Provider.

9.2 By Client. Client will defend Provider and its Related Parties against all claims, demands, actions, proceedings and suits of a third party, arising out of or related to (i) actual or alleged use of the Services in violation of these Terms or applicable Law, (ii) breach of Client's obligations in Section 1.3 or breach of Section 3.2, (iii) Client products listed, supplied or sold using the Services, or (iv) error or omission in data, files content or information, including Client Data, provided to Provider in connection with the Services (collectively, "**Provider Claims**") and, with respect to such Provider Claims, Client will pay defense costs (including reasonable attorneys' fees and other litigation expenses), Client-negotiated settlement amounts, and court-awarded damages. In no way limited by the foregoing, if Provider receives any subpoena or other legal request requiring production of information or materials related to a dispute involving Client, Client shall reimburse Provider for all expenditures Provider incurs to respond.

9.3 Conditions. If a Client Claim or Provider Claim (each a "**Claim**") occurs, the party seeking defense and payment with respect to a Claim ("**Defended Party**") against it will do the following: (i) provide the other party ("**Defending Party**") with written notice of the Claim promptly after Defended Party first becomes aware of the Claim (provided that a delay in delivery of such notice will not affect the Defending Party's obligation to indemnify except to the extent such delay actually prejudices the Defending Party's ability to defend or mitigate the Claim), (ii) grant to the Defending Party, and the Defending Party will have, the exclusive right to control the defense of any such Claim and make settlements thereof at the Defending Party's own discretion, (iii) not settle or compromise such Claim, except with prior written consent of the Defending Party, and (iv) give, at the Defending Party's expense, such assistance and information as the Defending Party may reasonably require to settle, mitigate, or oppose such Claims. The Defended Party may, however, participate in the defense or settlement of such Claim at its own expense and with its own choice of counsel. The Defended Party must approve in writing (and such consent may not be unreasonably withheld, conditioned, or delayed) any settlement that admits liability by the Defended Party.

10. General Provisions

10.1 Force Majeure. Except for the failure to make payments when due, neither party will be liable to the other for any delay or failure in performance of these Terms if the delay or failure arises out of any cause beyond the reasonable control of that party, including any malicious or unlawful acts of any third party.

10.2 Governing Law. These Terms and any dispute under them shall be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.

10.3 Export. Client agrees not to export, re-export or transfer, directly or indirectly, any aspect of the Services, any U.S. technical data acquired from Provider or any products utilizing such data in violation of the export control laws and regulations of the United States.

10.4 Independent Contractors; No Third-Party Beneficiaries; Construction. In connection with the Services, the parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to these Terms. These Terms will be construed as if drafted jointly and will not be strictly construed against a party responsible for drafting one or more provisions of these Terms. The term "including" (and its variants) means "including, without limitation" (and its variants). Headings are for convenience only. References to these Terms shall include any OF then in effect, as applicable. To the extent the terms of any OF conflict with these Terms, the terms of the OF control.

10.5 Notices and Statements. Any notice required or permitted to be given under these Terms must be in writing and can be sent by (i) personal delivery, (ii) registered or certified mail, return receipt requested, (iii) a nationally or internationally recognized overnight courier (e.g., UPS, FedEx, DHL, etc.), or (iv) email, provided that, except for Provider's notices related to Client's payment default, notice in accordance with (i) – (iii) is also provided. Client's address for notice is as set forth in the applicable OF and Provider may also provide notices to Client electronically through the Services. Provider's address for notices is its then-current headquarters (or if multiple headquarters are listed, the US headquarters) address set forth on its website at www.rithum.com, attention: General Counsel. Notices may also be sent to either party at a new address if updated by the permitted notice methods. Provider may identify Client and any of its brands, business units or affiliates that utilize the Services from time to time as clients of Provider including on Provider's website and in Provider's Client lists and marketing materials (including through use of their logos).

10.6 Assignment. Client may not assign or transfer these Terms without Provider's prior written consent. In connection with a permitted assignment of these Terms by Client, Provider's obligation to perform the Services shall be limited to the scope of Client's business as conducted immediately preceding any such permitted assignment. Subject to the preceding sentences, these Terms will be binding upon, inure to the benefit of, and be enforceable by the parties and their permitted successors and assigns. Any assignment, transfer, or attempted assignment or transfer in violation of these Terms is void.

10.7 Entire Agreement. These Terms set forth the entire understanding and agreement between the parties with respect to their subject matter and supersede all other agreements and understandings among the parties with respect thereto. If Client submits a purchase order for the Services (regardless of whether Provider signs, acknowledges or fails to reject it), the parties agree that the terms or conditions it contains will not apply to the Services or vary, or impose additional obligations to, the provisions set forth in these Terms. If these Terms supersede a prior agreement between the parties with respect to the Services and, as a result, (i) defined terms from earlier OFs do not match with defined terms set forth in these Terms, a glossary of replaced defined terms may be found here: https://www.rithum.com/spec/glossary, or (ii) section references from earlier OFs do not match with the sections of these Terms, then the parties agree that the section references from earlier OFs will be deemed to refer to the applicable provisions of these Terms in such a way that achieves the parties' original intent. These Terms may not be modified unless expressly agreed to in writing by both parties.

10.8 Waiver; Severability. No waiver of any provision of these Terms, nor consent by a party to the breach of these Terms, will be binding on or effective against such party unless it is in writing and signed by such party, in which case, the waiver will be effective only in the specific instance and purpose for which it is given. The invalidity or unenforceability of any part of these Terms will not affect the validity or enforceability of any other part, and in the event that any provision contained in these Terms is held to be invalid, illegal or unenforceable, such provision will be deemed deleted from these Terms and replaced by an enforceable provision which as far as possible achieves the parties' intent in agreeing to the original provision (and the rest of these Terms will continue to apply).

10.9 Counterparts. These Terms, each OF, and any amendment thereto may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, each OF and any amendment thereto may be executed by electronic signatures and may be delivered by the exchange of counterparts of signature pages by electronic means (including by email, PDF transmission, etc.).