MASTER SERVICES & SUBSCRIPTION AGREEMENT

PLEASE READ THIS MASTER SERVICES & SUBSCRIPTION AGREEMENT CAREFULLY, AS THIS AGREEMENT, TOGETHER WITH THE SEDNA ORDER FORM ON WHICH IT IS REFERENCED CONSTITUTES A LEGALLY BINDING AGREEMENT AND GOVERNS CUSTOMER'S USE OF THE SEDNA PLATFORM AND THE PROVISION OF SERVICES BY SEDNA ("**AGREEMENT**"). CUSTOMER AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN AGREEMENT SIGNED BY CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SEDNA PLATFORM AND SERVICES.

This Agreement is entered into by and between the customer, identified on the Order Form ("**Customer**") and SEDNA ("**SEDNA**") and is effective as of the date Customer receives access or accesses the SEDNA Platform or Services or signs the Order Form, whichever comes first (the "**Effective Date**"). SEDNA and Customer are together referred to as the "**Parties**" and individually as a "**Party**". This Agreement and the applicable Order Form set out the terms and conditions under which Customer is granted access to the SEDNA Platform and Services.

1. SCOPE OF THE AGREEMENT

1.1. **Agreement and Documents**: This Agreement, together with the applicable policies and Documents referenced herein, establishes the terms and conditions under which SEDNA will provide the SEDNA Platform and any associated Professional Services, to the Customer.

2. DEFINITIONS AND INTERPRETATION

2.1. **Defined Terms**. As used in this Agreement, and unless elsewhere defined, the following terms shall have the following meanings:

a) "**Affiliate**" means, with respect to either Party, such Party and any other entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, that Party.

b) "**Authorized User**" means an employee, agent or independent contractor of the Customer who is authorized by the Customer to use the SEDNA Platform.

c) "**Confidential Information**" means all confidential information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, and includes this Agreement and all Documents, as well as inventions, know-how, trade secrets, business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Party, and where the Disclosing Party is SEDNA, Confidential Information shall include the SEDNA Platform. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

d) **"Control"** means the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the equity or voting rights in such entity, the right to appoint a majority of its board of directors or other equivalent body, by contract or otherwise, whether directly or indirectly. The term "**Controlled**" has a correlative meaning.

e) **"Customer"** means the company executing this Agreement and the applicable Documents, for its own benefit and, where applicable, for the benefit of one or more of its Affiliates, as specified in the relevant Order Form.

f) **"Customer Data"** means any information that is provided by the Customer in the course of the Customer's use of the Services and including any "personal information"**.**

g) **"Documentation"** means any technical specification documentation, technical product descriptions, user guides and technical integration guides relating to SEDNA Platform and Services provided by SEDNA to the Customer, as updated from time to time, and/or available at www.sedna.com/documentation/.

h) **"Documents"** has the meaning assigned in Section 2.2.

i) **"DPA"** means the Data Processing Agreement available at https://sedna.com/data-processing-agreement/.

j) **"Force Majeure Event"** includes but is not limited to events that delay the performance of a Party's obligations under this Agreement or prevent a Party from carrying on its business on account of failures of the internet or any public telecommunications network, failures of the hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, epidemics, explosions, fires, floods, riots, terrorist attacks and wars, but excluding general economic conditions or other general market effects.

k) **"Intellectual Property Rights"** all intellectual property rights of any nature whether registered, registrable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights in the SEDNA Platform or Services, workflow processes, user interface, designs, and other technologies in and related to the SEDNA Platform or Services, including any upgrades or modifications to the same.

l) **"Order Form"** means each document by which the Customer purchases Services and its subscription to the SEDNA Platform pursuant to this Agreement, including any product schedule. Each Order Form is governed by the terms of this Agreement.

m) **"Professional Services"** means data conversion, implementation, site planning, configuration, transition, integration, software training services, as well as project management and other consulting services provided by SEDNA under a mutually agreed Order Form.

n) **"Representative"** means an Affiliate of a Party, an employee, officer, director, shareholder, consultant or professional adviser of a Party or of any of its Affiliates**.**

o) **"SEDNA Platform"** means SEDNA's proprietary software the use of which is granted to the Customer pursuant to this Agreement**.**

p) **"Services"** means Professional Services, software, product, web or cloud services, Support Services, such other services to be provided by SEDNA pursuant to the Agreement and the applicable Documents.

q) **"SLA"** means the Service Level Agreement specifying SEDNA's service level commitments which can be found at:

  i.   Standard Tier Subscription: link

  ii. Professional or Enterprise Tier Subscription: link

r) **"Subscription Start Date"** is the earlier of (i) the date as is specified in the Order Form (ii) the date from which The technical enablement of the Customer's tenant is complete, permitting the Customer access to start using the Sedna Platform as their production email system.

s) **"Support Services"** means the maintenance and support services provided by SEDNA to the Customer as specified in the SLA.

t) **"Taxes"** means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, indirect, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

u) **"Term"** means both Initial Term and Renewal Term as specified in Section 11 of this Agreement.

v) **"Usage Limits"** means any limitation that Services are or may be subject to, including but not limited to, Authorized Users and storage space limit.

2.2. **Incorporation By Reference**. This Agreement incorporates by reference the following documents (the "**Documents**"): (i) SLA; (ii) the DPA.

2.3. **Affiliates.** The Customer may supply and extend the benefit of this Agreement to its Affiliates. Alternatively, the Customer may direct that an Affiliate must enter into a Order Form with SEDNA which shall be subject to and incorporate the terms of this Agreement.

3. SEDNA PLATFORM AND SERVICES

3.1. **Right to Use.** Subject to the terms and conditions of this Agreement, SEDNA shall make the SEDNA Platform and Services available to the Customer, solely for the Customer's internal business purposes. The Customer's access to, and use of, the SEDNA Platform and Services shall be subject to any Usage Limits and other specific terms in the applicable Order Form.

3.2. **Service Level Agreement.** SEDNA will provide the SEDNA Platform and related Support Services in accordance with the terms of the SLA.

3.3. **Professional Services – Customer Obligations.** SEDNA will provide such Professional Services to the Customer as are specified in the Order Form, subject to any change requests that are mutually executed by the Parties. The following terms apply to SEDNA's Professional Services:

a) The Customer will be deemed to have accepted the Professional Services deliverables ten (10) days after SEDNA's notice of completion, unless the Customer disputes its acceptance prior to such date or the Parties have executed a change order that amends the scope or nature of Professional Services.

b) Upon a request by the Customer for a change, SEDNA will confirm its acceptance or rejection of the requested change, any fees associated with the change as well as any timelines. Change requests are only binding if they are set out in a written, mutually executed change order. SEDNA is under no obligation to accept any changes.

c) The Customer agrees to cooperate with SEDNA and provide the information and access to facilities that SEDNA reasonably requires. The Customer further agrees to: (i) review documents, test software, and provide feedback in a timely manner, and in accordance with the agreed timelines, if any, and to sign off, make decisions, and take all other actions required to enable SEDNA to complete the Professional Services in a timely and efficient manner; (ii) ensure that all premises visited by SEDNA Representative(s) and subcontractors are safe and accessible; and (iii) appoint a single project manager, and to identify a person who will have final authority to make all decisions on the Customer's behalf.

3.4. If the Customer delays the performance of any of its obligations set out in this Agreement, there will be an excusable delay in SEDNA's delivery of the Professional Services, provided that: (i) the fees, milestones and delivery date(s) set out in the applicable Order Form are accordingly revised; (ii) the Customer's delay does not exceed sixty (60) days. If the delays exceed sixty (60) days, other than in the case of a Force Majeure Event, SEDNA may terminate this Agreement with immediate effect.

3.5. **SEDNA Platform – Customer Obligations** The Customer agrees that it will not itself, and will not permit others to: (i) transfer, sub-license, sell, rent, lend, lease or distribute all or any

part of the SEDNA Platform, Services or any Intellectual Property Rights in the SEDNA Platform or otherwise make the SEDNA Platform available to others other than the Customer and its Authorized Users; (ii) do anything which could reasonably be expected to damage, disable, overburden, materially impair or undermine the performance and security of the SEDNA Platform or Services; (iii) store, distribute or transmit any material during the course of use of the Services that is unlawful, harmful, threatening, defamatory, obscene or infringing on copyright or any other Intellectual Property Rights, or in breach of applicable privacy and anti-spam laws; (iv) use the Services for any activity which violates any laws or Acceptable Use Policy at https://www.sedna.com/acceptable-use-policy or for any purpose or in any manner not expressly permitted in this Agreement or the applicable Documents; (v) decompile, disassemble or reverse-engineer the underlying software or application that is part of the Services or otherwise attempt to derive its source code or create any derivative works of the SEDNA Platform not authorized by SEDNA; (vi) access the SEDNA Platform or Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (vii) modify the SEDNA Platform in any way not authorized by SEDNA; (viii) remove or obscure any proprietary notices or labels on the SEDNA Platform; or (ix) infect the SEDNA Platform with viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the SEDNA Platform.

3.6. **Other Responsibilities.** The Customer shall ensure that: (i) the maximum number and type of Authorized Users that will be permitted to use the SEDNA Platform and their mode of access shall comply with the applicable Order Form; (ii) the Authorized Users will use the SEDNA Platform and Services in accordance with the terms and conditions of this Agreement and the applicable Order Form; and (iii) it only accesses the Services using the provided account credentials, passwords and web addresses (URLs) or via the SEDNA application programming interface (API), if applicable, which the Customer shall use within the guidelines provided by SEDNA; (iv) it maintains the security of the Customer's and its Authorized users' accounts at all times, including but not limited to, keeping any passwords or other account credentials safe and taking precautions to ensure that passwords are changed regularly; (v) it immediately informs SEDNA if passwords or other credentials are compromised in any way; (vi) it has adequate computing and network resources to make proper use of the SEDNA Platform and Services; (vii) it complies with its obligations set out below in Section 6 regarding data privacy; (viii) the use of the Services by a third party is first approved by SEDNA, and the third party agrees to be bound by the Agreement.

4. DATA PRIVACY AND PROTECTION

4.1. **Definitions.** For purposes of any Sections mentioning the Customer Data, the following defined terms have the meaning set forth below:

a) "**Aggregate Data**" means Anonymous Data and data derived from compiling, combining or incorporating such Anonymous Data with or into other similar data and information available, derived or obtained from other customers, clients, licenses or user of the SEDNA Platform, or otherwise to permit SEDNA to provide the SEDNA Platform. For greater certainty, Aggregate Data is derived from the Customer's usage of the SEDNA Platform and Services and shall not contain any information from within the content of Customer emails.

b) **"Anonymous Data"** means the anonymous data related to the SEDNA Platform that is derived from the anonymization and aggregation of the Customer Data.

c) "**General Data Protection Regulation"** or **"GDPR"** means, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC as amended, replaced or superseded.

4.2. **Applicable Laws.** In the protection of the Customer Data, SEDNA adheres to the rules of the GDPR and applicable local data protection laws, and, as the "data processor" abides by the provisions of the DPA. SEDNA has further executed appropriate sub-processing agreements with the sub-processors listed at https://sedna.com/list-of-sub-processors/, such a list to be updated by SEDNA from time to time.

4.3. **Data Protection.** Each Party undertakes to comply with its obligations under relevant applicable data protection laws, regulations and guidelines. To the extent that personal information is processed when the Customer or Authorized Users use the SEDNA Platform or Services, the Parties acknowledge that SEDNA and its Affiliates are a data processor and the Customer and its Affiliates are a data controller and the Parties shall comply with their respective obligations under applicable data protection law and the terms of the DPA.

4.4. **Customer Data.** The Customer acknowledges that the collection and submission of the Customer Data is the sole and exclusive responsibility of the Customer. In relation to any and all personal information comprised within the Customer Data, the Customer warrants that such personal information has been obtained and supplied to SEDNA in compliance with applicable laws, including but not limited to the GDPR, and the Customer warrants that it has obtained all necessary consents and approvals from users that are necessary to permit SEDNA to provide the Services under this Agreement. The Customer further acknowledges and agrees that, if the Customer uses the SEDNA Platform to store, process or transmit any sensitive personal information, within the meaning of the GDPR, the Customer has explicit consent of the data subject to process such information.

4.5. **Customer Data Use.** SEDNA may copy, store, retain the Customer Data on SEDNA's servers in the European Union for the sole purpose of providing the Services to the Customer and in accordance with the terms hereof. SEDNA will ensure that any of its Representatives dealing with the Customer Data will be made aware of the confidentiality and restrictions on the use of the Customer Data and agree to be bound by them, and that SEDNA is liable for any breach of the same by any such Representatives. SEDNA will also ensure that it will comply with applicable laws (including the GDPR).

5. PAYMENT AND INVOICING

5.1. **Fees.** The Customer shall pay for the Services in accordance with this Agreement and as specified in the Order Form. The Customer must at all times provide SEDNA with valid, up-to-date and complete contact and billing details. All fees (the "**Fees**") are billed annually in advance, unless otherwise stated in the applicable Order Form.

5.2. **Invoicing and Payment.** All Fees are invoiced as follows: (a) with respect to the initial billing period, the Fee will be billed immediately on signing of the Order Form; and (b) with respect to any subsequent billing periods, annually on the anniversary of the Subscription Start Date (as defined in the Order Form). All Fees are due within thirty (30) days from the date of the invoice, unless otherwise set out in the Order Form. All payments must be paid in full without any set-off and Fees paid are non-refundable except as otherwise set out in this Agreement. All payments must be made in United States Dollars unless otherwise stated in the invoice.

5.3. **Late Payment.** If any amounts are not received by SEDNA by the date specified in the Order Form (unless subject to good faith dispute), then such charges shall accrue late interest at a rate of one percent (1%) per month of the outstanding balance or the maximum rate permitted by law (whichever is lesser), from the date the payment was due until the date the outstanding amount is paid. Additionally, if any amount owed by the Customer under the Agreement is overdue, SEDNA shall send a notification to the Customer via email or in writing. If the Customer does not pay the fees within thirty (30) days after the date the payment was due, SEDNA may, without limiting its other rights and remedies, suspend the Customer's access to the SEDNA Platform and Services, in whole or in part, until such amounts are paid in full or terminate the Services if such non-payment persists for sixty (60) days after the date the payment was due.

5.4. **Taxes.** Unless otherwise stated, Fees do not include any Taxes. The Customer is responsible for paying all Taxes associated with the Services. If SEDNA has the obligation to pay or collect any Taxes associated with the Services for which the Customer is responsible, then the appropriate amount shall be included in the invoice and the Customer agrees to pay such amount. SEDNA is solely responsible for taxes assessable against it based on its income, property and employees.

5.5. **Usage Limits.** The Customer shall use the Services within usage limits stipulated in the Order Form and Documentation. If Customer exceeds the contractual usage limit, SEDNA may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding SEDNA's efforts, Customer is unable or unwilling to abide by the contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon SEDNA's request, and pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

5.6. **Travel and Expenses.** SEDNA shall invoice the Customer for travel and other reasonable business expenses related to services during the Term, when incurred at the Customer's request. Such expenses must be approved in advance by the Customer.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1. **SEDNA Platform and Services.** Subject to the limited rights expressly granted hereunder, SEDNA reserves all rights, title and interest in and to the SEDNA Platform and Services and all modifications and improvements to the SEDNA Platform (including Aggregate Data), plus all related Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the SEDNA Platform or Services. The Customer hereby acknowledges and agrees that SEDNA and/or its licensors own all Intellectual Property Rights in all materials connected with the SEDNA Platform and Services.

6.2. **Customer Data.** The Customer reserves all rights, title and interest in and to the Customer Data, and subject to the limited rights granted by the Customer hereunder, SEDNA acquires no right, title or interest from the Customer under this Agreement in or to the Customer Data or any Intellectual Property Rights therein. The Customer grants SEDNA a limited license to copy, transmit, display and modify such Customer Data, solely as necessary for SEDNA to provide the Services to the Customer under this Agreement, for the improvement of the Services, as well as to derive Aggregate Data in connection with providing the Services.

7. **CONFIDENTIALITY**

7.1. **Confidentiality.** The Parties agree to hold all Confidential Information in confidence for the duration of this Agreement and after its expiration or termination, and agree to use the Confidential Information solely for the purpose of this Agreement and not to disclose such Confidential Information, except as permitted in this Agreement, to anyone other than their employees, advisors and service providers with a bona fide need to know, who shall be governed by a parallel confidentiality of equal or greater force. Additionally, each Party agrees to use at least that degree of care which it uses to protect its own information of a similar proprietary nature, but in no event less than reasonable protection.

7.2. **Feedback, Usage and Performance.** To the extent the Customer provides any suggestion, idea, enhancement requests, recommendations or comments ("**Feedback**") to SEDNA, such Feedback will not be considered Confidential Information and SEDNA will have the unrestricted right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to the Customer. The Customer will have no intellectual property rights in any developments arising from any Feedback. SEDNA shall have the right to collect, track and analyse data and other information relating to the provision, use, and performance of various aspects of the SEDNA Platform and Services including data derived from the Customer Data for the purpose of enhancement of SEDNA Platform and Services. Aggregated Data collected by SEDNA for monitoring, provision, usage and performance of the SEDNA Platform by the Customer (or for any other internal business purpose) will not be considered the Customer Data nor Customer's Confidential Information.

7.3. **Engagement Research.** During the course of this Agreement, SEDNA may request to carry out user engagement research. Such research shall involve an in-person or via virtual video interview (the "**Interview**") with a User (the "**Interviewee**") by a member of SEDNA's research staff. During the course of the Interview, SEDNA shall gather Feedback to help SEDNA to improve the service we provide, and shall be treated as Confidential Information. All Interviews are optional. SEDNA will only proceed with an Interview with the Interviewee in the event that the Interviewee has actively opted in to take part, and the Interviewee shall at all times have the right to opt-out of the Interview at any time before and during the Interview. The Interviewee shall also have the right to remove all personal data from any research or reports deriving from the Feedback after the Interview.

8. LIMITED WARRANTY

8.1. **SEDNA Warranty.** SEDNA warrants that during the term of this Agreement**,** the SEDNA Platform and Services will materially perform and be performed in accordance with the specifications in the applicable Documentation, provided, however, that this warranty is given to the Customer only and is void to the degree that any malfunction or failure occurs due to: (i) the SEDNA Platform not being used by the Authorized Users in accordance with this Agreement; (ii) the malfunctioning of the Customer's or third party's hardware or software; (iii) any other obligations of the Customer not being performed in accordance with this Agreement and impacting the functionality of the SEDNA Platform or delivery of the Services; or (iv) a Force Majeure Event.

8.2. **Remedy.** The Customer's sole and exclusive remedy with respect breach of to the warranties under this Section 8.2 will be that SEDNA will correct the breach of the warranty within a commercially reasonable period, provided that the Customer reports any warranty claims to SEDNA within thirty (30) days of the delivery of the related Services.

8.3. **GENERAL DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, SEDNA MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SEDNA PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR ENTIRELY SECURE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY

9.1. **Exclusions**. Nothing in this Agreement excludes or limits SEDNA's or the Customer's liability for**:**

   a) death or personal injury caused by the other Party's negligence;
   b) fraud or fraudulent misrepresentation;
   c) any other liability which cannot lawfully be excluded or limited.

9.2. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, LOST PROFITS AND REVENUES, LOSS OF DATA, THE COST OF SUBSTITUTE SERVICES, DEPLETION OF GOODWILL, OR OTHER COMMERCIAL OR ECONOMIC LOSS, INCLUDING ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR INSTRUCTIONS PROVIDED BY THE CUSTOMER IN CONNECTION WITH SEDNA'S PERFORMANCE OF THIS AGREEMENT OR ANY ACTION TAKEN BY SEDNA AT THE CUSTOMER'S DIRECTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION, OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAYABLE FOR THE USE OF THE SEDNA PLATFORM AND SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

10. INDEMNIFICATION

10.1. **Indemnification by SEDNA.** SEDNA will defend the Customer against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that the use of the SEDNA Platform and Services in accordance with this Agreement infringes or misappropriates such third party's copyright, trademark or patent (a "**Claim Against Custome**r"), and will indemnify the Customer from any direct damages, reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement of, a Claim Against Customer, provided the Customer (i) promptly gives SEDNA written notice of the Claim Against Customer, (ii) gives SEDNA Systems sole control of the defense and settlement of the Claim Against Customer, and (iii) give SEDNA Systems all reasonable assistance, at SEDNA Systems expense. If such Claim Against Customer has occurred, or in SEDNA's opinion is likely to occur, the Customer agrees to permit SEDNA, at SEDNA's sole option and expense, either to procure for the Customer the right to continue using the SEDNA Platform and Services or to replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available, terminate the Agreement and refund to the Customer any prepaid unused fees as of the date of termination.

10.2. **Indemnification by the Customer.** The Customer will defend SEDNA against any claim, demand, suit or proceeding made or brought against SEDNA by a third party alleging that Customer Data, or Customer's use of the SEDNA Platform or Services in breach of this Agreement infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against SEDNA**"), and will indemnify SEDNA from any damages, reasonable attorney fees and costs finally awarded against SEDNA as a result of, or for any amounts paid by SEDNA under a court-approved settlement of, a Claim Against SEDNA, provided SEDNA (i) promptly gives the Customer written notice of the Claim Against SEDNA, (ii) gives the Customer sole control of the defense and settlement of the Claim Against SEDNA, and (iii) gives the Customer all reasonable assistance, at the Customer's expense.

10.3. **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

11. TERMINATION

11.1. **Term.** Unless the Order Form stipulates otherwise, the initial term of the Agreement shall be one (1) year starting from the Effective Date ("Initial Term"), and this Agreement shall be automatically renewed for additional periods equal to the Initial Term (each a "Renewal Term") until either Party provides written notice of intent not to renew at least thirty (30) days prior to the expiration date of the Initial Term or the then-current Renewal Term, if any (both Initial Term and Renewal Term(s) hereinafter referred to together as "Term").

11.2. **Termination for Cause.** This Agreement shall terminate forthwith in the event of: (i) a material breach of the Agreement that has not been cured within thirty (30) days of a notification by the innocent Party of such a breach; (ii) an order being made or resolution passed or a petition or court application is made for the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstructing or amalgamation) or if a receiver is appointed, or if it suspends payment generally, ceases to carry on business or make any special arrangement or compositions with its creditors. Additionally, non-payment by the Customer of any fees owed for a period exceeding sixty (60) days from the date of the invoice shall entitle SEDNA to terminate this Agreement with immediate effect.

11.3. **Consequences of Termination.** Termination of this Agreement is without prejudice to any rights or obligations accrued by either Party up to and including the date of termination. Upon termination of this Agreement for any reason: (i) all of the Customer's rights and licenses to use the Services will terminate; (ii) SEDNA will destroy the Customer Data without any compensation being payable to the Customer; and (ii) prior to destroying the Customer Data, SEDNA shall make available to the Customer for a period of no less than thirty (30) days:

a) the Customer Data kept in a database of SEDNA's application will be made available to the Customer in the form of a database dump file (e.g. MySql dump file); or
b) File-based Customer Data will be made available for copying through a secure high-availability file service such as Amazon AWS S3.

12. GENERAL

12.1. **Warranty:** Each Party represents and warrants that it has full capacity and authority to enter into and perform its obligations under this Agreement and its signatory is duly authorized to execute this Agreement as a Representative of the organization including, where the signatory is the Customer, the Customer has the full capacity and authority to execute and deliver this Agreement and to bind its Affiliates. Any breaches of obligations of the Affiliates hereunder will be enforceable against the Customer.

12.2. **Entire Agreement and Precedence.** This Agreement, including the applicable Documents, describe the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes any prior understandings or agreements. The Parties agree that any term or condition stated in the Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. The headings are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise agreed to in writing by the Parties, each Order Form is independent from, and has no impact upon, any other Order Form. Each Order Form is enforceable according to the terms and conditions contained in such Order Form. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) applicable Order Form, (2) any exhibit to this Agreement, (3) this Agreement, and (4) the Documentation.

12.3. **Waiver and Severability.** Failure or delay by either Party to exercise its right or remedy provided under this Agreement does not mean a waiver of that or any right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. If any provision of this Agreement is found to be invalid or unenforceable by a court, then the other provisions of this Agreement shall remain in force and it will be replaced with a provision that achieves the same purpose as the original to the maximum extent possible.

12.4. **No Third-Party Rights.** A person (whether natural, corporate or otherwise) who is not a party to this Agreement may not enforce any of its terms. For the avoidance of doubt, this clause shall not apply to any successors or permitted assigns of the Parties.

12.5. **Notices.** Any notices, reports or other communications required under this Agreement shall be in writing and shall be sufficient if delivered by hand, courier, mail, or email addressed to SEDNA or the Customer at their respective addresses shown on the execution page of this Agreement, or to such other address as the Party shall advise the other Party in writing. Any such notices, reports or other communications shall be deemed to have been received by the Party(s) to whom they were addressed upon delivery by hand, mail, courier, or email, when received.

12.6. **Assignment.** A Party will not, without prior written consent from the other Party (such consent not to be unreasonably withheld), assign, or transfer this Agreement, except in case of assignment to such Party's Affiliates or in connection with change of control, merger, corporate restructuring, sale of all or substantially all of such Party's assets provided that in each of the foregoing exceptions, (i) the assigning Party shall promptly notify the other Party of such assignment; and (ii) the assignee undertakes to comply with the terms of this Agreement.

12.7. **No Partnership.** This Agreement is not intended to and shall not create a partnership between the Customer and SEDNA or authorize either Party to act as an agent for the other and neither Party shall have the authority to in the name or on behalf of or otherwise bind the other in any way.

12.8. **Governing Law and Resolving Disputes.** This Agreement is governed by the laws of England and Wales, excluding its conflict of law provisions. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, which cannot be solved amicably amongst the Parties, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA) pursuant to the Arbitration Rules of the LCIA for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be London. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English**.**

12.9.   **Survival of Certain Clauses.** All terms which by their nature survive termination, shall survive termination of this Agreement**.**

12.10. **Counterparts.** This Agreement and any applicable Documents may be executed in one or more separate counterparts and may be executed electronically. Each such counterpart will be considered an original, and all of which together will constitute one and the same instrument.