



PROPELLER TERMS AND CONDITIONS

The Supplier is a reseller of Propeller data services. Details about the product specifications specific to Customer's purchase are included in the service description. Additional details about accuracy, inputs, outputs, support, data services, coordinate reference systems, processing methods and timeframe, and quality assurance can also be found in the service description. The service description is accessible at [UPG - UPG \(upgsolutions.com\)](http://UPG - UPG (upgsolutions.com)) and is subject to change at any time, as Supplier enhances Supplier's software and hardware offerings.

In consideration of the mutual promises and agreements set forth in the Quote, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS

- 1.1 **Customer Content** means all videos, maps, models, text, photographs, images, data and other content submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any User, whether via drones or otherwise, and received and analysed by the SaaS Services.
- 1.2 **Documentation** means printed, paper, electronic or online user instructions and help files made available by Supplier to Customer for use with the Supplier Offering, as may be updated from time to time by Supplier.
- 1.3 **Equipment** means equipment that Supplier sells to Customer as described in the Quote.
- 1.4 **Professional Services** means implementation, consulting, and other professional services that Supplier may perform as described in the Quote.
- 1.5 **SaaS Services** means SaaS services that Supplier may perform as described in Quote.
- 1.6 **Supplier Offering** means Equipment, SaaS Services, and any Professional Services.
- 1.7 **Users** means Customer's employees and consultants (a) who are authorized by Customer to access and use the SaaS Services and (b) who have been supplied user identifications and passwords for such purpose by Customer (or by Supplier at Customer's request).

2. LICENSES AND RESTRICTIONS

2.1 SaaS Services License

Subject to Customer's compliance with the terms and conditions contained in the Quote, Supplier hereby grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable license for its Users to access and use the SaaS Services in accordance with the Documentation in each case solely for Customer's internal business purposes and not for the benefit of any other person or entity. Customer agrees that its purchase of the Supplier Offering is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 Restrictions

Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Supplier Offering; (b) modify, translate, or create derivative works based on any element of the Supplier Offering or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Services; (d) use the SaaS Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any



proprietary notices from the Supplier Offering or the Documentation; (f) publish or disclose to third parties any evaluation of the Supplier

Offering without Supplier's prior written consent; (g) use the Supplier Offering for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the Supplier Offering; or (i) attempt to gain unauthorized access to the Supplier Offering or their related systems or networks.

2.3 Reservation of Rights

Except as expressly granted in the Quote, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in the Quote are reserved by Supplier.

3. CUSTOMER OBLIGATIONS.

3.1 Acceptable Uses

Customer shall be solely responsible for its actions and the actions of its Users while using the Supplier Offering. Customer agrees to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Supplier Offering, and Customer may not use the Supplier Offering for illegal, fraudulent, unethical or inappropriate purposes.

3.2 User Accounts and Passwords

Supplier will issue to Customer user logins and passwords for each of its Users authorized to access and use the SaaS Services. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of the Quote.

3.3 No Circumvention of Security

Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Supplier Offering.

3.4 Customer Content

Certain features of the Supplier Offering may permit Customer or Users to submit, store, post, display, or otherwise transmit Customer Content. Customer is responsible for all Customer Content. Customer grants to Supplier a non-exclusive, royalty-free, fully paid-up, worldwide, transferable license (including the right to sublicense through multiple tiers) to use, store, reproduce, disclose, process, adapt, perform, display, modify, prepare derivative works, publish, transmit and distribute Customer Content to provide the Supplier Offering to Customer and Users. Customer represents and warrants that it has the right to collect the Customer Content, provide the Customer Content to Supplier, and grant to Supplier the rights set forth in the Quote with respect to the Customer Content.

3.5 No Harassment

Customer and Users may not harass Supplier's personnel in any manner, and Customer and Users may not engage in any conduct that has an effect of creating an intimidating, hostile or offensive work environment for Supplier's personnel, in each case, as determined by Supplier in its reasonable discretion.



4. AVAILABILITY; SUPPORT

4.1 Availability

Subject to these terms and conditions, the Supplier will use commercially reasonable efforts to make the SaaS Service available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times currently scheduled for every Sunday, noon to 4:00 p.m. (Australian Eastern Standard Time (AEST)) and as otherwise specified by Supplier, and (c) any unavailability caused by circumstances of force majeure described in Section 14.10. Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of the service will be made available to Customer at no additional charge. However, the availability of some new enhancements to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. The Quote and this Agreement will apply to, and the SaaS Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

4.2 Support

Propeller provides technical support to Customer via telephone on weekdays during the hours of 9:00 am through 5:00 pm Mountain time, AEST and CET, with the exclusion of US, Australian and European federal holidays. Propeller provides technical support to Customer via chat/web on a 24/7 basis. In the event Propeller support is not available, the Supplier provides support to the Customer via telephone on weekdays during the hours of 8.30am to 4.30pm AEST.

5. EQUIPMENT.

5.1 Shipment and Delivery

Supplier sells to Customer, and Customer buys from Supplier, the Equipment described in the Quote. Delivery of the Equipment will be made FOB Supplier's facility. In the absence of specific written instructions from Customer, Supplier will select the carrier, but such carrier will not be the agent of Supplier. Title, risk of loss and/or damage to the Equipment will pass to Customer on delivery to such carrier. Customer will be responsible for and pay all shipping, freight and insurance charges. The Equipment will be deemed accepted by Customer upon delivery.

5.2 Warranty to Customer

Supplier provides to Customer warranties on the Equipment as set forth in the Quote, if any.

6. PROFESSIONAL SERVICES

Supplier shall use commercially reasonable efforts to perform the Professional Services as set forth in the Quote. Supplier and Customer shall cooperate to enable Supplier to perform the Professional Services according to the dates of performance and delivery terms set forth in the Quote. In addition, Customer shall perform any Customer obligations specified in the Quote. In the event the Professional Services are not performed in material accordance with the terms in the Quote, Customer shall notify Supplier in writing no later than thirty (30) calendar days after performance of the affected Professional Services by Supplier. Customer's notice shall specify the basis for non-compliance with the Quote, and if Supplier agrees with the basis for non-compliance, then at Supplier sole option, Supplier shall re-perform the Professional Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Professional Service. The foregoing constitutes



customer's sole and exclusive remedy and supplier's sole and exclusive liability with respect to performance or non-performance of the professional services.

7. CONFIDENTIALITY

7.1 Confidential Information

"Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to the Quote, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information. Confidential Information of Supplier shall include, without limitation, the SaaS Services, the Documentation, and pricing and other terms and conditions of the Quote. Confidential Information also includes all summaries and abstracts of Confidential Information.

7.2 Non-Disclosure

Each party acknowledges that in the course of the performance of the services, it may obtain the Confidential Information of the other party. Subject to Section 8.4, the Receiving Party shall, at all times, both during the term of the service and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to Section 8.4, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to affect the intent of the service and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

7.3 Exceptions to Confidential Information

The obligations set forth in Section 7.2 shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (a) assert the confidential nature of the Confidential Information to the agency; (b) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (c) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

7.4 Injunctive Relief

The parties agree that any unauthorized disclosure of Confidential Information may cause immediate and



irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

8. PROPRIETARY RIGHTS

8.1 SaaS Services

As between Supplier and Customer, all right, title and interest in the SaaS Services, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.

8.2 Supplier Developments

All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including, without limitation, in connection with Supplier's performance of the Professional Services hereunder, all resulting work product and deliverables and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier.

8.3 Equipment

As between Supplier and Customer, all right, title and interest in intellectual property rights embodied in the Equipment, including, without limitation, any software integrated with the Equipment, belongs to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.

8.4 De-Identified Data and Aggregated Data

Customer acknowledges and agrees that the SaaS Services provided to Customer include the improvement of such SaaS Services, and accordingly, Supplier may use Customer Content, including any personal information, for the purposes of improving the SaaS Services. Supplier may, unless prohibited by applicable law, de-identify and/or anonymize Customer Content and any other data and information relating to Customer's use of the SaaS Services (with the resulting de-identified or anonymized data and information being referred to herein as "De-identified Data") and aggregate such De-identified Data, including without limitation aggregation with other information received by Supplier from its other customers and from other data sources (collectively, "Aggregated Data") for the purpose of providing the SaaS Services and enhancing the features, functions, and performance of the SaaS Services. All De-identified Data and Aggregated Data shall be owned solely and exclusively by Supplier. Customer further acknowledges and agrees that De-identified Data and Aggregated Data cease to be personal information, and Supplier may, during and after the term of the Order Form, use, reproduce, disclose, distribute, sell and otherwise commercialize such De-identified Data and Aggregated Data.

9. FEES AND PAYMENT.

9.1 Fees

Customer agrees to pay all fees specified in the Order using one of the payment methods Supplier supports. Except as otherwise specified in the Order, (a) fees are quoted and payable in Australian dollars and (b) payment obligations are non-cancellable, and fees paid are non-refundable. All amounts payable under the Order will be made without setoff or counterclaim, and without any deduction or withholding.

9.2 Invoices and Payment

Except as otherwise specified in the Quote, all fees will be invoiced in arrears. Except as otherwise set forth in the Quote, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date.



9.3 Suspension of Service

If any amounts owed by Customer are ten (10) or more days overdue, Supplier may, without limiting Supplier's other rights and remedies, suspend Customer's and its Users' access to the SaaS Services and Professional Services until such amounts are paid in full.

9.4 Taxes

"Taxes" means all taxes, levies, imposts, duties, fines, withholding or similar governmental assessments imposed or collected by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, goods and/or service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income.

Fees and charges imposed under his Agreement do not include Taxes except as otherwise provided herein. Customer shall be responsible for all such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this Section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes. Customer shall comply with all applicable tax laws and regulations

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1 Mutual Representations and Warranties

Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

10.2 Disclaimer

Except for the warranties set forth in section 5.2 and section 10.1, the supplier offering is provided on an as-is basis. Customer's use of the supplier offering is at its own risk. Supplier does not make, and hereby disclaims, any and all other express, statutory and implied representations and warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, quality, suitability, operability, condition, system integration, non-interference, workmanship, truth, accuracy (of data or any other information or content), absence of defects, whether latent or patent, and any warranties arising from a course of dealing, usage, or trade practice. The express warranties made by supplier are for the benefit of the customer only and not for the benefit of any third party. Any software provided through the supplier offering is licensed and not sold.

No agent of supplier is authorized to alter or expand the warranties of supplier as set forth herein. Supplier does not warrant that: (a) the use of the supplier offering will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the supplier offering will meet customer's requirements or expectations; (c) any stored data will be accurate or reliable; (d) the quality of any information or other material obtained by customer through the supplier offering will meet customer's requirements or expectations; (e) the supplier offering will be error-free or that errors or defects in the supplier offering will be corrected; or (f) the server(s) that make the supplier offering available are free of viruses or other harmful components. The supplier offering may be subject to limitations, delays, and other problems inherent in the use



of the internet and electronic communications. Supplier is not responsible for any delays, delivery failures, or other damages resulting from such problems.

11. INDEMNIFICATION

11.1 Supplier Indemnity

During term of this Agreement, Supplier, at its expense, shall defend Customer and its officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that any Equipment branded with Supplier's trademarks or any SaaS Service ("Supplier Technology") infringes any copyright or misappropriates any trade secret and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier's obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any Third-Party Claim under this Section, (ii) Supplier having the sole and exclusive right to control the defence and settlement of the Third-Party Claim, and (iii) Customer providing all reasonable assistance (at Supplier's expense and reasonable request) in the defence of such Third- Party Claim. In no event shall Customer settle any Third-Party Claim without Supplier's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Third-Party Claim and to participate in the defence of the claim, subject to Supplier's right to control the defence and settlement.

11.2 Mitigation

If any claim which Supplier is obligated to defend has occurred, or in Supplier's determination is likely to occur, Supplier may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Supplier Technology, (b) substitute a functionality equivalent, non-infringing replacement for such the Supplier Technology, (c) modify Supplier Technology to make it non-infringing and functionally equivalent, or (d) terminate the service and refund to Customer on a pro-rated basis any pre-paid and unused fees for SaaS Services or Professional Services and the purchase price paid for any infringing Equipment included in Supplier Technology depreciated over a reasonable period of time (as determined by Supplier).

11.3 Exclusions

Notwithstanding anything to the contrary in the Quote, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing Customer Content, (ii) use of the Supplier Technology in combination with any software, hardware, network or system not supplied by Supplier where the alleged infringement relates to such combination, (iii) any modification or alteration of the Supplier Technology other than by Supplier, (iv) Customer's continued use of the Supplier Technology after Supplier notifies Customer to discontinue use because of an infringement claim, or (v) Customer's violation of applicable law.

11.4 Sole Remedy

The foregoing states the entire liability of supplier with respect to the infringement of any intellectual property or proprietary rights by the supplier offering or otherwise, and customer hereby expressly waives any other liabilities or obligations of supplier with respect thereto.

11.5 Customer Indemnity

Customer shall defend Supplier and its licensors and their respective officers, directors and employees ("Supplier Indemnified Parties") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Customer Content (and the exercise by Supplier of the rights granted herein with respect thereto)



infringes, misappropriates or violates any third party's intellectual property rights, privacy rights or other rights; (b) Customer's use or alleged use of the Supplier Offering other than as permitted under the Quote; or (c) arising from the occurrence of any of the exclusions set forth in Section 11.1(c). Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (a) Customer being promptly notified in writing of any claim under this Section, (b) Customer having the sole and exclusive right to control the defence and settlement of the Third-Party Claim, and (c) Supplier providing all reasonable assistance (at Customer's expense and reasonable request) in the defence of such claim. In no event shall Supplier settle any Third-Party Claim without Customer's prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defence of the Third-Party Claim, subject to Customer's right to control the defence and settlement.

12. LIMITATION OF LIABILITY.

12.1 No Consequential Damages

Neither supplier nor its licensors or suppliers shall be liable for any indirect, incidental, special, consequential or punitive damages, or any damages for lost data, business interruption, lost profits, lost revenue or lost business, arising out of or in connection with this Agreement, even if supplier or its licensors or suppliers have been advised of the possibility of such damages, including without limitation, any such damages arising out of the licensing, provision or use of the supplier offering or the results thereof. Supplier will not be liable for the cost of procurement of substitute goods or services.

12.2 Limits on Liability

Neither supplier nor its licensors or suppliers shall be liable for cumulative, aggregate damages (whether caused by breach of contract or tort (including negligence) or breach of statutory duty, in equity or otherwise arising) greater than an amount equal to the amounts paid by customer to supplier under this Agreement during the period of 12 months preceding the date on which the claim first accrued.

12.3 Essential Purpose

Customer acknowledges that the terms in this section 12 shall apply to the maximum extent permitted by applicable law and shall apply even if an exclusive or limited remedy stated herein fails of its essential purpose without regard to whether such claim is based in contract, tort (including negligence), product liability or otherwise.

13. TERM AND TERMINATION

13.1 Term

This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with this Agreement or terms of the Quote, shall continue for a minimum of 12 months. For the avoidance of doubt, SaaS Services expire at the end of the duration set forth in the Quote and cannot be exchanged, refunded, discounted or rolled over into a subsequent term.

13.2 Termination for Cause

A party may terminate this Agreement upon written notice to the other party in the event the other party commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Any breach of Section 3.5 by Customer or any User is deemed to be a



material breach.

13.3 Effects of Termination

Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Services and Supplier's performance of all Professional Services shall cease, (b) all fees and other amounts owed to Supplier shall be immediately due and payable by Customer, and (c) Supplier has no obligation to store any Customer Content, and after fourteen (14) days after expiration or termination, Customer will no longer have access to Customer Content via the SaaS Services.

13.4 Survival

The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity and the warranty disclaimers).

14. MISCELLANEOUS

14.1 Notices

Supplier may give notice to Customer by means of a general notice through the SaaS Services interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognised overnight delivery service to Customer's address on record with Supplier.

Customer may give notice to Supplier by written communication sent to the address provided in the Order. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to the Order shall be in the English language.

14.2 Governing Law

The Quote and the rights and obligations of the parties to and under this Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia.

Any disputes arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by the Quote and this Agreement, shall be heard in the state and federal courts located in Queensland, Australia and the parties hereby consent to exclusive jurisdiction and venue in such courts.

14.3 Publicity

Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Supplier Offering provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's web site.

14.4 Export

The Supplier Offering utilises software and technology that may be subject to United States and foreign export controls. Customer acknowledges and agrees that the Supplier Offering shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a



national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Supplier Offering, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Supplier Offering may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Supplier and its licensors make no representation that the Supplier Offering is appropriate or available for use in other locations.

14.5 Waiver

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

14.6 Severability

If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

14.7 Assignment

Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, the Agreement will bind and benefit the parties and their successors and permitted assigns.

14.8 Relationship of the Parties

Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

14.9 Force Majeure

Except for Customer's payment obligations, neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; epidemics or pandemics; strikes or other labour problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of the Order); or any other event beyond the reasonable control of the party whose performance is to be excused.

14.10 Entire Agreement

This Agreement and the Quote, including all documents referenced herein and in the Quote, constitute the



entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

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