

General Terms & Conditions of Sale

Effective December 22, 2020

Any and all sales by Prysm Systems, Inc. ("Prysm Systems") of products or services shall be subject to the terms and conditions set forth below.

1. Acceptance. The proposal issued by Prysm Systems, these Terms and Conditions and, if applicable, other terms and conditions referenced in the proposal (collectively, the "Agreement") constitute the entire agreement between Prysm Systems and the customer listed in the Proposal ("Customer") relating to the purchase of Prysm Systems' products and services by Customer. No terms or conditions set forth in Customer's purchase order, to which notice of objection is hereby given, or in any future correspondence between Prysm Systems and Customer shall alter or supplement this Agreement, unless both parties have specifically agreed in writing to modify this Agreement. This Agreement may only be amended or modified by a specific writing signed by both Prysm Systems and Customer.

2. Key Terms.

2.1 "Products" means only those Prysm Systems products listed in the proposal provided by Prysm Systems to Customer.

2.2 "Services" means only those Prysm Systems services as listed in the proposal provided by Prysm Systems to Customer.

3. Purchase and Sale Procedures

3.1 Proposals and Purchase Orders. From time to time, Prysm Systems may provide Customer with certain proposals or quotations for certain Products and/or Services, including applicable pricing, subscription term, and other associated details (each, a "Proposal"), and Customer may order such Products or Services from Prysm Systems by accepting and executing such Proposal and/or issuing a purchase order referring to such Proposal (each a "Purchase Order"). In the event of any conflict or inconsistency between the terms of a Proposal and Purchase Order or between the terms of a Proposal or this Agreement, the terms of the Proposal shall control. Each Proposal, as agreed to by both Customer and Prysm Systems, is referred to herein as an "Order".

4. Customer Responsibilities.

4.1 Duties of Customer. The parties understand and agree that all Products and Services sold to Customer hereunder will bear markings (including without limitation patent markings), legends, trademarks, or trade names installed or placed thereon by Prysm Systems. Customer covenants and agrees that said markings, legends, trademarks, or trade names shall not be removed, concealed, or covered by Customer, except as specifically agreed in writing by Prysm Systems.

4.2 Prysm Systems Terms of Service, Privacy Policy and EULA. All sales of subscription-based Services shall be subject to (a) the Terms of Service at www.prysm.com/legal, and (b) the Prysm Systems Product Privacy Policy available at www.prysm.com/legal. If Customer is a reseller, Customer shall provide the Terms of Service to its end customer and obtain such end-customer's acceptance of the Terms of Service as a condition to the sale of subscription-based Services to such end customer. All software that is provided with Prysm Systems appliances and displays is also subject to the terms of Prysm Systems' End User License Agreement available at www.prysm.com/legal.

4.3 Customer Responsibilities. Customer shall use Prysm Systems' products and services in compliance with applicable laws. Customer will be responsible for the accuracy, quality and legality of Customer's content and Customer's use of such content. Customer will not share, copy, upload or download content that is illegal or violates a third party's intellectual property rights.

5. Hardware Products Terms and Conditions. The following terms and conditions shall apply to hardware Products purchased from Prysm Systems.

(a) Shipping. All shipments will be at Customer's expense Ex-Works (Incoterms 2010) from Prysm Systems' location in Hong Kong or the United States. The Products will be in Prysm Systems' standard packaging (i.e. for transport by air, road or truck) with Prysm Systems' standard labeling and markings. Prysm Systems offers, at Customer's expense, ground freight to Customer's location (or one drop ship location per single Purchase Order, within the Continental USA). Prysm Systems will determine the freight carrier, unless expressly stated by Customer to ship using Customer's carrier. Insurance for the shipment will be the responsibility of Customer.

(b) Delivery; Risk of Loss. Unless otherwise agreed in writing by Prysm Systems, all risk of loss of, or damage to, the Products will pass to the Customer when the Products are delivered by Prysm Systems to the carrier for shipment and Customer will pay all freight and insurance charges. Customer will pay all duties, value added, sales, use, excise or similar taxes any and all other costs or charges incurred after delivery of the Products to the carrier for shipment. Prysm Systems will not be liable in any respect for any loss or damage caused by any failure or delay in making delivery.

(c) In the event of freight damage or loss in transit, the Customer is responsible for immediately notifying the freight carrier. Risk of loss for all hardware and licensed program materials shall pass to the Customer at Prysm Systems' Ex-Works location as per the INCO terms.

(d) From time to time, the Customer may require Product to be shipped on an expedited or priority basis (e.g., overnight shipment). In such situations, Prysm Systems will make reasonable efforts to accommodate the Customer's request. In all cases, the Customer will be responsible for the payment of priority shipping charges.

(e) Site Readiness. For any purchases by Customer of Prysm Systems' Video Wall Products, Customer agrees to comply, and cause its end customers, if any, to comply, with all Video Wall Site Requirements as provided in the Proposal and in the Terms and Conditions of Installation Services available at www.prysm.com.

(f) Delays. Standard Lead Time is 90 days ARO. Unless otherwise stated in the Order, all Products and Services will ship or commence within 90 days of the Order. Any delays in delivery or commencement requested by Customer or Customer's end customer, if any, shall require the written consent of Prysm Systems and may result in storage and other change fees.

6. General Terms and Conditions. The following terms and conditions shall apply to the purchase of all Products and Services under this Agreement.

(a) Payment Terms. Once credit approval is granted and subject to applicable credit limits, as described in sub-section (d) below, payment terms will be as follows (unless otherwise set forth in the Order): (i) for subscription licenses payment for the first year will be due upon invoice net 30, where the invoice is issued upon execution of the Order by both Customer and Prysm Systems, (ii) for all other parts of an Order, (A) if the Order includes LPD (Laser Phosphor Display) products, thirty (30)% of the Order will be invoiced and due upon execution of the Order by both Customer and Prysm Systems and seventy (70)% of the Order will be due upon invoice net 30, where the invoice is issued on the shipping date of the Order, (iii) for Orders that do not include LPD, payment in full will be due upon invoice net 30, where the invoice for the Order is issued on the shipping date of the Order. Subscription licenses for subsequent years will be invoiced annually in advance to ensure that payment is received prior to the commencement of the applicable subscription term. Customer must give Prysm Systems written notice of any discrepancies among the Order, the invoice, and the Products or Services received, within ten (10) days after receipt of the Products, Services or the invoice, as applicable. If there is any good faith dispute as to a part of a shipment, Customer will pay for the undisputed part of that shipment pending resolution of the dispute.

(b) All Orders under this Agreement shall be final and Customer shall not be entitled to return, restock or otherwise cancel Orders under this Agreement.

(c) All Purchase Orders and/or change orders placed by Customer shall be subject to written acceptance or rejection by Prysm Systems.

(d) Credit limits and payment terms decisions are made at Prysm Systems' sole discretion, by an analysis of Customer's current and historical financial information, bank references, trade references, payment practices, etc. In the event an adequate credit limit cannot be granted or until initial credit approval is given, deliveries will be made only on a cash-in-advance or irrevocable letter of credit basis.

(e) Taxes. Customer is responsible for payment of all taxes and duties of every kind imposed in connection with the sale to Customer of Products or Services or which Prysm Systems may incur in respect of this Agreement (except for taxes imposed on Prysm Systems' income), including, without limitation, all sales, use, value-added, withholding, gross receipts, excise, duties or other taxes of any nature, and any penalties, interest and collection or withholding costs associated with any of the foregoing items ("Taxes"). Customer will pay any Taxes as are necessary to ensure that the net amounts received by Prysm Systems after all such Taxes are paid are equal to the amounts that Prysm Systems would have been entitled to in accordance with this Agreement as if the taxes did not exist. All such amounts are in addition to other amounts

payable hereunder and this obligation shall survive termination or expiration of this Agreement. Customer may provide Prysm Systems with a tax exemption certificate acceptable to the taxing authorities in lieu of paying such Taxes; however, Customer shall reimburse Prysm Systems for any fines, penalties, Taxes and other charges, including expenses incurred by Prysm Systems, due to Customer's submission of invalid information.

(f) All payments to Prysm Systems shall be in United States dollars, free of any restrictions, or third-party charges. All payments shall be made in accordance with Customer's credit limit and terms established by Prysm Systems. In the event the Customer has any delinquent balance on bills, invoices, or statements for more than 30 days past due, Prysm Systems will, at Prysm Systems' sole discretion: (i) charge interest on any such delinquent amounts at the rate of one and one-half percent (1.5%) or the highest rate permitted by law, whichever is lower, each month; (ii) recover from Customer internal and external collection costs and expenses incurred by Prysm Systems in relation to the collection of debts and the interpretation, construction, or enforcement of any and all of Customer's obligations under this Agreement, including attorneys' fees; and/or (iii) withhold shipment to Customer of ordered Products or spare parts or suspend the provision of Services until delinquent payments are paid in full; and/or (iv) suspend or terminate the applicable Product, license or Service, as the case may be. Prysm Systems will provide Customer at least seven (7) days prior notice that payment is overdue before suspending a Product, license or Service.

(g) Government End Customer. If Customer or Customer's customer is a government entity or agency, Prysm Systems provides the software licensed under this Agreement, including related data and technology, for ultimate federal government end use solely in accordance with the following: Customer hereby agrees that the software qualifies as "commercial" computer software. Government technical data and software rights related to the software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If Customer is a government entity or agency and has a need for rights not granted under these terms, Customer must negotiate with Prysm Systems to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically amending this Agreement and specifically granting those rights must be entered into between Customer and Prysm Systems.

(h) Export Compliance. Customer agrees not to export, directly or indirectly, any Product or Service obtained from Prysm Systems under this Agreement to any country for which any applicable government or any agency thereof at the time of export requires an export license or other government approval, without first obtaining such license or approval, when required by applicable law. In the event a sale or use occurs in violation of the foregoing, Customer shall defend, indemnify and hold Prysm Systems harmless for any and all damages, including fines and penalties, sustained by Prysm Systems as a result of such violation. Customer agrees not to, or to allow any third party to, sell, export, reexport, transfer, divert, or otherwise dispose of, directly or indirectly, any Product or Service obtained from Prysm Systems under this Agreement or any direct product thereof: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, or Syria or the Crimea Region of the Ukraine; (ii) to anyone on the Commerce Department's Denied Persons List ("DPL"), Entity List, and Unverified Parties List or the Treasury Department's List of Specially Designated Nationals List ("SDN List") and Sectoral Sanctions List ("SSI List") without first obtaining such license or approval (and Customer alone is responsible to obtain such license or approval); (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval (and Customer alone is responsible to obtain such license or approval); or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

(i) Anti-Bribery Compliance. Customer covenants and agrees as follows: (i) Customer shall comply with all applicable anti-bribery and anti-corruption laws,

including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (collectively, the "Anti-Bribery Laws"), (ii) Customer shall ensure that all of its shareholders/ partners, officers, directors, employees, agents, and anyone acting on its behalf in connection with this Agreement (collectively, the "Representatives") do so only on the basis of a written contract which imposes on and secures from the Representatives terms equivalent to those imposed on Customer in this Section (the "Anti-Bribery Terms"). Customer shall be responsible for the observance and performance by the Representatives of the Anti-Bribery Terms, and shall be directly liable to Company for any breach by the Representatives of any of the Anti-Bribery Terms.

7. Warranties and Limitations. Warranties and limitations of Prysm Systems and Customer are set out below:

7.1. Limited Warranty – Hardware Products. Prysm Systems warrants, that the hardware Products meet Prysm Systems' published specifications and will be free from defects in workmanship or material for the Warranty Period. The "Warranty Period" shall be (i) in the case of LPDs, one (1) year from Customer acceptance; provided that, if Customer acceptance does not occur within three (3) months of physical delivery to Customer's designated site and Customer has not identified any material defects in the delivered Product, the Warranty Period shall commence three months after delivery, and (ii) in the case of other hardware Products manufactured by Prysm Systems, one (1) year from physical delivery of the Product to Customer's designated location. Should any defect in workmanship or material appear within the relevant Warranty Period, Prysm Systems will (during the Warranty Period, and proper substantiation has been provided to Prysm Systems that the goods have been stored, installed, maintained, and operated in accordance with Prysm Systems' recommended practice and the standard industry practice, and that the defect(s) are not the result of an unauthorized repair, modification, or improper connection by mechanical, or electrical means to any other piece of equipment or device) correct such defect(s) by suitable repair or replacement at the factory, at the place of business of the Customer or at the location of the hardware Product under warranty, at Prysm Systems' option. All returns to Prysm Systems' factory must be authorized in advance of shipment in writing, and shipped prepaid. Prysm Systems assumes no risk of loss, or liability for damage during shipment prior to acceptance of delivery at Prysm Systems' factory, nor will Prysm Systems be responsible for any duties or taxes associated for the delivery to Prysm Systems' factory. Outgoing freight charges for repaired or replacement Products will not be paid by Prysm Systems if the incoming inspection fails to disclose a warranted defect. IT IS AGREED BETWEEN PRYSM SYSTEMS AND CUSTOMER AND/OR PRYSM SYSTEMS AND THE END CUSTOMER THAT THE FOREGOING LIMITED WARRANTY SHALL BE CUSTOMER'S EXCLUSIVE REMEDY. THE SOLE PURPOSE OF THE EXCLUSIVE REMEDY SHALL BE TO PROVIDE CUSTOMER WITH REPAIR AND REPLACEMENT OF DEFECTIVE PRODUCT IN THE MANNER PROVIDED HEREIN, AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE AS LONG AS PRYSM SYSTEMS IS WILLING TO REPAIR, OR REPLACE DEFECTIVE PRODUCT IN THE DESCRIBED MANNER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY OR PERFORMANCE, WHETHER EXPRESSED OR IMPLIED. CORRECTION OF NONCONFORMITIES, IN THE MANNER AND TIME PERIOD PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF PRYSM SYSTEMS TO CUSTOMER WITH RESPECT TO, OR ARISING OUT OF THE FAILURE OR MALFUNCTION OF THE PRODUCT, PRIOR TO, OR IN USE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. All returns that are replaced shall become the property of Prysm Systems and shall, at Prysm Systems' request, be returned by Customer to Prysm Systems at Prysm Systems' cost.

7.2. Conditions of Hardware Warranty. This warranty shall be void if the Product is not installed by either: (a) Prysm Systems' service representative, (b) an authorized representative of Prysm Systems, and/or (c) a third party installer authorized and certified by Prysm Systems to provide such installations. The Product must be factory certified and not have been previously altered, repaired, or serviced by anyone other than a service facility authorized by Prysm Systems to render such service; the serial number on the Product must not have been altered or removed; the Product must not have been subject to accident, misuse, abuse, or operation contrary to the instructions contained in the Product's operating manual.

7.3. Limited Warranty – Third Party Hardware: Notwithstanding anything to the contrary set forth herein, third party hardware supplied by Prysm Systems

including, but not limited to, displays, videowall controllers, computers, power distribution units, remote controls, touch screens, gesture sensors, cameras, etc., are only warranted pursuant to the terms provided by the original product manufacturer. Prysm Systems does not extend or enhance the original product manufacturer's warranty.

7.4. **Disclaimer. Installation.** The Prysm Systems Products require the secure installation and bracing of such products. The tools ("Tools") used to assemble, disassemble, install and uninstall ("Install") Prysm Systems Products must be monitored, maintained and used ("Use") solely by Customer's personnel certified and trained by Prysm Systems, and solely in the manner specified by Prysm Systems herein and at www.prysm.com. Customer (on its own behalf and on behalf of its agents) hereby assumes full and sole responsibility for, and hereby agrees to defend, indemnify and hold Prysm Systems and its agents, officers, representatives, directors, employees, and contractors, harmless from and against, any and all liability, expenses, losses, costs, and damages, including reasonable attorneys' fees ("Losses"), arising out of, in connection with, or from any third party claim based on or resulting from, the Install and bracing of Prysm Systems Products or the breach of the foregoing or any other acts or omissions of Customer or its agents in connection with the Use of the Tools.

7.5 **Limitations and Exclusions – Services.** To the extent Customer purchases any services to be provided, directly or indirectly, by Prysm Systems, Customer understands and agrees that all services provided and to be provided by Prysm Systems shall be subject to the terms, conditions and limitations set forth in the Prysm Systems Terms and Conditions of Services available at www.prysm.com/legal. Customer acknowledges and agrees that Customer has received Prysm Systems' Terms and Conditions of Services for all services purchased by Customer and Customer hereby agrees to the terms and conditions set forth therein.

7.6. **Limited Warranty – Software Products:** Prysm Systems warrants to the Customer that each software Product licensed from Prysm Systems will perform in substantial conformance to its published program specifications for a period of ninety (90) days from the date of receipt of the software and activation keys from Prysm Systems. No updates are required to be provided, but Prysm Systems may choose to provide updates in its sole discretion. Prysm Systems' sole obligation under this express warranty shall be, at Prysm Systems' option and expense, to modify the software so that it substantially conforms to the applicable Prysm Systems published program specifications. Prysm Systems makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error-free, or that all defects in the software products will be corrected. Certain software contains certain open source software and is licensed pursuant to the applicable open source licenses specified in the documentation and is provided without warranty of any kind.

7.7. **Limited Warranty – Third Party Software:** Third party software supplied by Prysm Systems, regardless of whether it executes on third party hardware or Prysm Systems hardware, is only warranted pursuant to the terms provided by the original product developer. Prysm Systems does not extend or enhance the original product software warranty.

7.8 **General Limitation of Liability.** IN NO EVENT WILL PRYSM SYSTEMS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRYSM SYSTEMS' PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PRYSM SYSTEMS HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. THE MAXIMUM AGGREGATE LIABILITY OF PRYSM SYSTEMS TO PURCHASER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, PRYSM SYSTEMS PRODUCTS AND SERVICES, OR THIRD PARTY PROVIDED SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO PRICE PAID BY PURCHASER FOR SUCH PRODUCTS AND SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

7.9. **Basis of the Bargain; Failure of Essential Purpose.** Customer acknowledges that Prysm Systems has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations

and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

7.10. **Disclaimer.** Except for the express warranties to the Customer set forth in the warranty statements above, and without limiting any remedies for bodily injury or physical damage to tangible property, PRYSM SYSTEMS MAKES NO WARRANTIES TO CUSTOMER, NOR TO ANY OTHER THIRD PARTY, WHETHER STATUTORY, IMPLIED, OR OTHERWISE, AND PRYSM SYSTEMS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IT IS THE EXPRESS INTENT AND UNDERSTANDING OF THE PARTIES THAT THESE DISCLAIMERS BE CONSTRUED TO APPLY TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW.

8. Intellectual Property Rights and Confidentiality

8.1 **Prysm Systems Marks.** Customer shall have no rights to use the corporate name of Prysm Systems or to use any trademarks, service marks, or trade names of Prysm Systems, except as may be approved in writing by Prysm Systems.

8.2 **Intellectual Property Rights.** Customer acknowledges and agrees that, as between Prysm Systems and Customer, Prysm Systems owns all right, title, and interest in and to the Products and Services and all intellectual property rights embodied by or covering the design, manufacture, operation or service of the Products along with the non-exclusive, perpetual, word wide royalty free right to manufacture any derivative works developed by the Customer relating to the Product. The use of Products by Customer under these rights is authorized only for the purposes expressly set forth herein. Customer shall not (i) modify any Product or documentation Prysm Systems provides to Customer without the prior written approval of Prysm Systems or (ii) reverse engineer or disassemble any Product, or encourage or assist any third party in doing so.

8.3 **Feedback.** If Customer provides Prysm Systems with reports of defects in the Products or Services, reports on the operation of the Products or Services or any improvements, enhancements or other changes or modifications proposed or suggested by Customer to the Products or Services (collectively, "Feedback"), Prysm Systems shall have all the rights to use such Feedback at its discretion including, but not limited to the incorporation of such suggested changes or modifications into Prysm Systems products, services and the right to assign, license or to otherwise transfer to third parties the products and services so changed or modified without obligation to or recourse of Customer. Customer hereby grants and assigns to Prysm Systems and its licensees all rights and licenses as are necessary to incorporate the Feedback into Prysm Systems products and services and to distribute and otherwise commercially exploit Prysm Systems products and services. All Feedback shall be deemed confidential information of Prysm Systems.

8.4 **Definition of Confidential Information.** (a) As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("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 disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order), business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party under this Agreement; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party under this Agreement; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party under this Agreement; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

(b) Receiving Party shall use commercially reasonable efforts to avoid disclosure of any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent or as otherwise required by law. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

(c) If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such

compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

(d) If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

(e) Upon any termination of these Terms, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

9. Miscellaneous.

9.1 Force Majeure. Except for the obligation to pay money, neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic, electrical, telecommunications, or utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, cyber-attacks or war, hosting or similar services outages or denial of service other than for such Party's breach (such as Microsoft Azure or Amazon Web Services outages or denial of service), worms, bots, or similar malware ("Force Majeure").

9.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration conducted in the English language in Santa Clara County, California under the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator jointly appointed by the parties; provided, however, that if they cannot agree within thirty (30) days after the initiation of the arbitration, then the arbitrator shall be appointed by the President of the AAA. Disputes about arbitration procedure shall be resolved by the arbitrator or failing agreement, by the AAA. The arbitrator may proceed to an award notwithstanding the failure of the other Party to participate in the proceedings. The arbitrator shall be authorized to grant interim relief, including to prevent the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. The prevailing Party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding anything contained in this Section to the contrary, each Party shall have the right to institute judicial proceedings against the other Party or anyone acting by, through or under such other Party, in order to enforce the instituting Party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

9.3 Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), it is mutually agreed that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.