



Master Subscription Agreement

This Master Subscription Agreement (the “**Agreement**”) sets forth the legally binding terms for use of the Products (as defined herein). This Agreement is by and between Matillion Ltd., a company registered and incorporated in England and Wales with company number 07474948 (“**Matillion**”) and the company or entity on whose behalf you are accepting this Agreement (“**Customer**”). The person accepting this Agreement on behalf of the Customer represents that they have the authority to bind Customer to the terms of this Agreement. By agreeing to the terms of this Agreement, by activating, accessing, or using any part of the Products, or by executing an Order Form that references this Agreement, Customer expressly agrees to and consents to be bound by all the terms of this Agreement. If Customer does not agree to any of the terms of this Agreement, Customer is prohibited from activating, accessing, or using the Products or executing an Order Form that references this Agreement. The effective date of this Agreement is the subscription start date set forth on an Order Form or, if earlier, the date on which Customer activates, accesses, or uses the Products (the “**Effective Date**”).

1. Definitions.

“**Affiliate**” means, with respect to Matillion or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized User**” means a person that Customer authorizes to administer use of the Products.

“**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed or made available to or received by 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 or the circumstances of disclosure.

“**Customer Apps**” means Customer’s software-as-a-service or on-premises services, data processing applications, warehouses, or standalone databases connected, or to be connected, to the Products, whether owned by Customer or licensed or subscribed to from a third-party provider.

“**Customer Data**” means all Customer electronic data that is extracted, transferred, and/or loaded to or from the Customer Apps through the SaaS.

“Documentation” means the written documentation, user guides, or specifications provided by Matillion to Customer or as may be made generally available by Matillion from time to time, including documentation made available via the Support Site.

“Free Subscription” means the provision of the Products without charge on a limited use basis.

“Order Form” means an ordering document for Customer’s purchases from Matillion.

“Pre-GA Offerings” means pre-general availability features, services or software that are either not yet listed at <https://matillion.com> or identified as “Early Access,” “Alpha,” “Beta,” “Preview,” or a similar designation in related documentation or materials.

“Products” means the generally available Matillion commercial products purchased by Customer, as further set forth on an Order Form, which may include licensed standalone software deployed on Customer’s cloud instance (the **“Software”**) and/or hosted products offered on a software-as-a-service basis (the **“SaaS”**).

“Professional Services” means any professional services in relation to onboarding or otherwise that Matillion may provide to Customer, as further described in a statement of work and/or Order Form.

2. Provision and Use of the Matillion Products.

2.1 Right of Access and Use. Subject to the terms and conditions of this Agreement, Matillion grants to Customer and its Authorized Users a non-transferable, non-exclusive limited right, without the right to grant sublicenses, to access and use the Products and the Documentation during the subscription term for Customer’s internal data processing operations.

2.2 Use Guidelines and Restrictions. Customer shall neither directly nor indirectly: (i) sublicense, sell, transfer, assign (except as expressly permitted herein), distribute or otherwise commercially exploit the Products, including providing third-parties with managed services utilizing the Products or integrating the Products into a service or product Customer sells or licenses to one or more third-parties; (ii) modify or create derivative works of the Products; (iii) reverse engineer or disassemble the software for the Products (or decompile any Matillion software except to the limited extent permitted by applicable law after providing written notice to Matillion); (iv) copy any features, functions or graphics of the Products; (v) use the Products to knowingly send, store, or authorize a third party to send or store unlawful, infringing, obscene or libelous material, or malicious code; (vi) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (vii) attempt to gain unauthorized access to the Products or their related systems or networks; (viii) provide or disclose to, or permit use of the Products by, persons other than Authorized Users; (ix) use the Products, or permit them to be used, for purposes of product benchmarking, competitive research, or other comparative analysis without Matillion’s prior written consent; (x) use the Products for a use other than as set forth herein, in the Documentation or in the Order Form.

2.3 Authorized Users. Customer will at all times be responsible for all actions taken by its Authorized Users. Customer will promptly notify Matillion of any suspected or alleged unauthorized access to or use of the Products. Any use of the Products in breach of this Agreement by Customer or its Authorized Users that in Matillion's reasonable judgement threatens the security, integrity or availability of the Products may result in immediate suspension of Customer's access to the Products; provided that Matillion will use best efforts to provide Customer with notice and an opportunity to remedy the violation or threat.

2.4 Customer App Connectivity. Customer acknowledges and agrees that use of the Products is dependent on the availability of the relevant Customer Apps and that it is Customer's responsibility to ensure that the set-up of the Customer Apps and the Products is adequate for use of the Products.

2.5 Support Services. Matillion may from time to time provide support services in connection with the Products (the "**Support**") as detailed in the Support documentation available at <https://support.matillion.com> (the "**Support Site**").

2.6 Order Forms. Customer may place orders under this Agreement by executing Order Forms. Order Forms may specify further details for Authorized Users, licensing metrics, and other commercial business terms for the Products.

2.7 Free Subscription Licenses. If Customer accesses the Products on a Free Subscription basis, Customer acknowledges and agrees that such Products are provided on an "as is" and "as available" basis without any express or implied warranties or conditions. Notwithstanding anything to the contrary herein, Matillion shall have no liability whatsoever to Customer with regards to any Free Subscriptions, and Free Subscriptions are not entitled to any Support. Customer agrees that it will not use Free Subscriptions for any business-critical operations, and Customer Data used in Free Subscriptions shall not include any form of personal data. Customer acknowledges and agrees that if it exceeds the usage limitations set forth on the Hub for a Free Subscription, Customer's access to the Free Subscription may automatically be suspended unless and until Customer converts to a paid subscription. To the extent of any conflict between this Section 2.7 and any other provision of this Agreement, this Section 2.7 shall prevail in relation to a Free Subscription.

2.8 Pre-GA Offerings. Matillion may from time to time offer Customer the ability to access and trial Pre-GA Offerings. Customer acknowledges and agrees that Pre-GA Offerings are provided on an "as is" and "as available" basis without any express or implied warranties or conditions. Customer is under no obligation to utilize any Pre-GA Offering. Notwithstanding anything to the contrary herein, Matillion shall have no liability whatsoever to Customer with regards to any Pre-GA Offerings, and Pre-GA Offerings are not entitled to any Support.

2.9 Professional Services. Customer and Matillion may enter into statements of work and/or Order Forms that describe specific Professional Services to be performed by Matillion. Matillion warrants that it will provide all Professional Services in a good, professional and workmanlike manner consistent with applicable industry standards, however, all other warranties and conditions (whether express or implied) are disclaimed.

3. Fees and Payment.

3.1 Fees. Fees payable by Customer to Matillion (the “**Subscription Fees**”) are based on a credit consumption model for either a committed contractual term or a pay-go basis. Further details on Matillion’s credit consumption model can be found here: www.matillion.com/legal/credit-consumption-terms/. Matillion may change the Subscription Fees at any time upon not less than 30 days’ notice, provided that such change shall take effect no earlier than the commencement of Customer’s next subscription term.

3.2 Payment. Payment terms shall be as set forth on the applicable Order Form. In the event that payment is not received within 14 days after the relevant due date then without prejudice to any other rights and remedies: (a) Matillion may, without liability to Customer, suspend Customer’s access to all or part of the Products until the late payment has been received; and (b) interest shall accrue on a daily basis on any due amounts at an annual rate equal to 3% or the maximum amount permitted by applicable law, commencing on the due date and continuing until fully paid. Except as otherwise expressly provided for herein, all Subscription Fees and other amounts payable in connection with this Agreement are non-cancellable and non-refundable.

3.3 Use of the Matillion Hub. The Matillion Hub (the “**Hub**”) is a service owned and operated by Matillion, for the purpose of providing Customer access to Matillion’s billing services and Products, available through: <http://billing.matillion.com>. Use of the Hub will be subject to this Agreement, in addition to the then-current applicable website terms of use and privacy policy.

3.4 Taxes. All Subscription Fees and other amounts payable in connection with this Agreement are exclusive of applicable taxes and duties, including VAT and any applicable sales tax (including state sales and use tax), for which Customer may be additionally liable. If applicable, Customer agrees to pay on demand the amount of any such tax or duty in relation to the Subscription Fees. Customer is responsible for providing any information reasonably requested to determine whether Matillion is obliged to collect VAT (or any other sales tax). If applicable, Customer will provide legally sufficient tax exemption certificates in advance of invoicing for any applicable taxing jurisdiction.

3.5 Compliance. Matillion and/or its third-party representatives, may on reasonable notice during normal business hours, inspect all records and systems relating to the use of the Products to verify usage in accordance with this Agreement. If any audit reveals an underpayment or overpayment of any Subscription Fees, the balances or refund of the amount shall become immediately due and payable. Matillion shall remain responsible for the cost of such audit, except where an underpayment or breach of this Agreement is identified, in which case Customer shall be responsible for all costs of such audit.

4. Intellectual Property.

4.1 Customer Data. As between Matillion and Customer, Customer owns all Customer Data. Customer shall at all times remain responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data and ensuring that Matillion, its Affiliates and service providers have the right to process Customer Data.

4.2 Ownership. Except for the limited rights expressly granted under this Agreement, Matillion and its licensors retain all right, title, and interest in and to the Products, Documentation, Support and Professional Services (and any enhancements, modifications or derivative works thereof), including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.3 Product Usage. Customer acknowledges and agrees that the Products may collect and produce data related to Customer's use of the Products ("Metadata"). Metadata is not identifiable to Customer and does not include Customer Data. Matillion retains all right, title, and interest in and to Metadata.

4.4 Suggestions. Matillion shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its users relating to the products and services. Customer shall have no obligation to provide feedback or suggestions, and Matillion shall have no obligation to use feedback or suggestions.

5. Confidentiality

5.1 Protection of Confidential Information. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party may disclose Confidential Information to its Affiliates and service providers on a need-to-know basis, and such Affiliates and service providers may use such Confidential Information, in each case only for the purposes of fulfilling the Receiving Party's obligations under this Agreement. The Receiving Party shall be liable to the Disclosing Party for all actions and omissions of its Affiliates and service providers with respect to such information as if such actions and omissions were those of the Receiving Party hereunder. All Confidential Information provided by the parties is on an as-is basis with no warranties. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care), and promptly notify the Disclosing Party upon discovery of any unauthorized access or acquisition of Confidential Information and reasonably cooperate with the Disclosing Party's efforts to prevent, investigate and remediate the breach of confidentiality.

5.2 Limitations. Receiving Party will not have any obligations under this Agreement with respect to any portion of the Confidential Information that: (a) is now or later becomes generally known (other than as a result of a breach of this Agreement); (b) is independently developed by or for

Receiving Party as evidenced by written records; (c) Receiving Party lawfully obtains from any third party who has lawfully obtained such information; or (d) was in Receiving Party's possession free of any obligation of confidence at the time of the Disclosing Party's communication thereof to Receiving Party as evidenced by written records. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.3 Retention of Confidential Information. Upon a party's written request, the other party will erase, delete or destroy all copies of Confidential Information of the other party whether or not modified or merged into other materials, and certify in writing to the other party that such party has fully complied with these requirements. A party may retain archived copies of Confidential Information as required by applicable law or its data retention policies, provided that all such copies remain subject to the restrictions herein for so long as they are retained.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall, notwithstanding anything to the contrary herein, have the right, in addition to any other remedies available to it, to seek injunctive relief in any court of competent jurisdiction, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6. Security.

6.1 Security Measures. Matillion will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures designed to: (a) maintain the security and confidentiality of Customer Data while it is being processed by the Products; and (b) protect Customer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure, in each case while it is being processed by the Products. Matillion will conduct regular penetration testing or other appropriate security testing and security audits and, upon Customer's reasonable request, provide Customer with a copy of or online viewing access to reports summarizing such testing and audits.

6.2 Security Incidents. Matillion will inform Customer promptly upon discovery of any actual compromise, unauthorized access to, alteration, loss, use or disclosure of, any Customer Data, in each case while such Customer Data is being processed or stored by the Products (each a "**Security Incident**"). Matillion will investigate and conduct a root cause analysis of the Security Incident and take all reasonable steps to prevent further compromise, unauthorized access, alteration, loss, use or disclosure of such Customer Data.

6.3 Data Privacy. Aside from business contact information necessary to administer the business relationship between Matillion and Customer, personal data (as defined under applicable law) is

not intended to be provided, accessed, processed, or otherwise exchanged. Customer represents and warrants that it will not transmit or expose Matillion to any protected health information or cardholder data (as regulated by the Payment Card Industry). Solely to the extent Matillion has access to Customer personal data, the Data Processing Terms set forth at www.matillion.com/legal/data-processing-terms/ will form part of this Agreement and shall apply in relation to personal data processed under or in connection with this Agreement. Customer shall only facilitate access to such Customer personal data if, and to the extent, strictly necessary for the purposes of this Agreement and to the extent that it is lawful to do so.

7. Warranties.

7.1 General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 Performance Warranty. Matillion warrants that the Software will perform materially in accordance with the applicable Documentation for a period of thirty (30) days from the date of delivery. The foregoing only applies if the applicable Software has been utilized by Customer in accordance with the Documentation, this Agreement and any applicable Order Form(s). Matillion will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or replace the non-performing Software, and in the event that Matillion is unable to correct or replace the Software, Customer shall be entitled to terminate the non-conforming Software and receive a refund of any prepaid, unused fees for such non-conforming Software.

7.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7, MATILLION MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS WHETHER, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND SUPPORT AND MATILLION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MATILLION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MATILLION OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY HEREIN. MATILLION MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY CUSTOMER APPS WITH WHICH THE PRODUCTS MAY INTEROPERATE.

8. Indemnification.

8.1 Indemnification by Matillion. Subject to the terms of this Agreement, Matillion will defend Customer from any claims, demands, suits or proceedings brought against Customer by a third party alleging that the Products, as provided by Matillion to Customer under this Agreement, infringe any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an “**Infringement Claim**”). Matillion will indemnify Customer for all damages, costs, and reasonable attorneys’ fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Matillion, in connection with an Infringement Claim. In the event of an Infringement Claim, Matillion may, at its option: (i) obtain the right to permit Customer to continue using the Products, (ii) modify or replace the relevant portion(s) of the Products with a non-infringing alternative having substantially equivalent performance, or (iii) terminate this Agreement as to the infringing Products and provide a refund of any prepaid, unused fees for the infringing Products. Notwithstanding the foregoing, Matillion will have no liability for any Infringement Claim of any kind to the extent that it results from: (a) modifications to the Products made by a party other than Matillion, (b) the combination of the Products with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (c) Customer’s use of the Products other than in accordance with the Documentation, this Agreement and any applicable Order Form (where the infringement would have been avoided but for such improper usage). This Section 8.1 states Matillion’s entire liability and the Customer’s exclusive remedy for any claims of intellectual property rights infringement.

8.2 Indemnification by Customer. Customer will defend, indemnify and hold harmless Matillion against all third-party claims, actions, proceedings, losses, damages, expenses and costs (including legal fees) arising out of or in connection any claim that the Customer Data or its use has infringed the rights of or otherwise caused harm to a third party.

8.3 Procedure. The party seeking indemnity under this Section 8 is required to comply with the following in order to be entitled to the defense and indemnification obligations of the other party: the indemnified party must (i) promptly notify the indemnifying party in writing of the claim or allegation, setting forth in reasonable detail the facts and circumstances surrounding the claim; (ii) give the indemnifying party sole control of the defense thereof and any related settlement negotiations, including not making any admission of liability or take any other action that limits the ability of the indemnifying party to defend the claim; and (iii) cooperate and, at the indemnifying party’s request and expense, assisting in such defense.

9. Limitation of Liability.

9.1 Limitation of Liability. NEITHER PARTY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE 12 MONTHS

PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

9.2 Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY: (i) INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (iii) LOSS OF REVENUES AND LOSS OF PROFITS, (IN EACH CASE (I) TO (III) WHETHER DIRECT OR INDIRECT) OR (IV) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, INDEMNITY, TORT, INCLUDING NEGLIGENCE OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Limitations. The limitations set forth in this Section 9 shall not apply to (i) a breach of Section 2.2; or (ii) to any liability that cannot be excluded or restricted under applicable law.

10. Term and Termination.

10.1 Term. This Agreement commences on the Effective Date and continues for as long as the relevant subscription term while Customer is continuing to utilize the Products and/or as set forth in the applicable Order Form (or any subsequent Order Forms), unless earlier terminated as set forth herein.

10.2 Termination for Cause. Either party may terminate this Agreement for cause: (i) if the other party materially breaches any of the terms and conditions of this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3 Effects of Termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Matillion prior to the effective date of termination. Upon any termination for cause by Customer, Matillion shall refund Customer any unused, prepaid fees covering the remainder of the subscription term after the date of termination. If this Agreement is terminated by Matillion for cause, Customer shall remain responsible for any payments set forth on any outstanding Order Forms, regardless of whether such amounts have been invoiced or are payable at the time of such termination.

10.4 Survival. Any provisions that are by their nature intended to survive termination of this Agreement will continue to survive following termination.

11. General.

11.1 Insurance. Throughout the term of this Agreement, Matillion shall, at its own cost, maintain commercially reasonable insurance coverage. Matillion will provide evidence of such insurance to Customer upon reasonable written request.

11.2 Open Source Software. A list of open-source and third-party licenses, which relate to open-source and/or third-party software comprised within the Products, is available at <https://documentation.matillion.com/legal/docs/software-licenses>. Customer agrees to comply (and procure compliance by all users) with the terms of such licenses. Customer acknowledges that use of the Products is conditional upon compliance with such licenses. This Agreement does not confer any rights for Customer to use any third-party software independently from the Products.

11.3 Governing Law. If Customer is domiciled in the USA, this Agreement shall be governed in all respects by the laws of the State of New York, whose courts shall have exclusive jurisdiction, and if Customer is domiciled in the United Kingdom or elsewhere excluding the USA, this Agreement shall be governed in all respects by the laws of England, whose courts shall have exclusive jurisdiction for those disputes. Any cause of action whether in contract, tort, or other, arising under this Agreement, will be litigated to the Court; the parties will not request a jury trial; and the parties irrevocably waive any right to a jury trial.

11.4 Relationship of the Parties. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

11.5 Notices. All notices under this Agreement shall be in writing and may be sent by electronic mail. Notices shall be deemed to have been given upon the second business day after sending by email. Notices to Matillion shall be sent to legal@matillion.com. Notices to Customer, unless otherwise indicated by Customer, may be sent to the individual that accepted this Agreement on behalf of Customer and/or an administrator by email.

11.6 Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Matillion without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that all fees owed and due have been paid and the assignee agrees to be bound by all the terms of this Agreement.

11.7 Publicity. Either party may include the other's name and logo in customer or vendor lists on such party's website and marketing collateral.

11.8 Force Majeure. If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented or interfered with by any act or condition beyond the reasonable control of a party hereto, such party, upon giving prompt notice to the other party, shall be excused from performance during such occurrence.

11.9 Export; Anti-Bribery. Each party represents that it is not named on any US or UK government list of persons or entities with which US or UK persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Products in any manner that would cause any party to violate any international embargo, export control law, or prohibition. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act and/or the Organization for Economic Cooperation and Development prohibiting foreign bribery and improper payments. Matillion agrees not to provide, and Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Matillion employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the foregoing, such party will use reasonable efforts to promptly notify the other party.

11.10 Headings; Severability; Waiver. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. If any provision (or part provision) of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary so that it is valid and enforceable to the maximum extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

11.11 Entire Agreement. This Agreement, including all referenced hyperlinks, attached schedules and exhibits, together with the Order Form(s) constitutes the final agreement between the parties, and is the complete and exclusive expression of the parties' agreement pertaining to the subject matter hereof. Any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded by this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between Matillion and Customer and (2) this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.