

Secureframe Terms of Service

Last Updated: August 19, 2022

These Terms of Service (“**Agreement**”) constitute a contract between Secureframe, Inc. with offices at 548 Market St., Suite 30287, San Francisco, CA 94104 (“**Secureframe**”), and you (“**Customer**”). Customer agrees to be bound by the terms of this Agreement upon the earlier of: (a) its download, installation, access to or use of any of Secureframe’s software or services (including the Services); or (b) its express consent to this Agreement (“**Effective Date**”). This Agreement includes and incorporates any Order Form under which Customer purchased any of Secureframe’s software or services. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have proper authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use any Secureframe software or services. In the event of any inconsistency or conflict between this Agreement and any Order Form, the Order Form will control.

1. Definitions

Any terms not defined in this Section shall have the meaning ascribed to them in their relevant Section.

“**Applicable Law**” means all laws, statutes, ordinances, regulations and other types of government directives applicable to the access, use or provision of the Services, including the California Consumer Privacy Act of 2018 and the General Data Protection Act of 2016 (Regulation (EU) 2016/679).

“**Confidential Information**” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances surrounding disclosure, including all Order Forms, Customer Data, and all non-public business, technology, product, roadmap, financial, pricing, and marketing information. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) is or becomes generally available to the public without breach of any obligation owed to the disclosing party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“**Documentation**” means the written instructions, technical documentation, manuals and other materials made available by Secureframe related to the Services, which Secureframe may modify from time to time.

“**Installed Software**” means any software provided by Secureframe to be installed by Customer or its Authorized Users solely for use with the Services.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, service mark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Order Form**” means a quote, order form or other writing prepared by Secureframe, executed by Customer, and accepted by Secureframe that sets forth the specific Services that Customer is authorized

to use and the applicable fees, volumes, payment schedule and initial subscription term. If Customer subscribes through a reseller or marketplace, then such reseller or marketplace's applicable ordering document shall apply solely with respect to the fees, volumes, subscription term and Services ordered.

"Services" means any Secureframe products and services made available to Customer hereunder, including: (a) the Secureframe proprietary software, including any software code, utility, application interface, tools, or services related thereto; (b) the Installed Software; (c) any open-source software used by Secureframe in support of the products and services; (d) the Documentation; and (e) any updates, upgrades, enhancements, improvements, derivative works, and modifications of the foregoing, including the general know-how, performance metrics, analytics and machine learning developed over time.

"Term" means the period of time during which Secureframe has authorized Customer to access the Services as set forth in any applicable Order Form and subsequent Renewal Term(s).

2. Services and Responsibilities

2.1 Provision of Secureframe Platform. Secureframe hereby grants Customer and its authorized employees, contractors, vendors and consultants ("**Authorized Users**") a limited non-exclusive, non-sublicensable, non-transferable: (a) right to access and use the Services; and (b) if applicable, license to install and use the Installed Software solely in object code form, in each case solely for Customer's internal business purposes and subject to the terms and conditions of this Agreement. Usernames and passwords to the Services may not be shared or accessed by more than one unique Authorized User. The Services are subject to modification from time to time at Secureframe's sole discretion, provided the modifications do not materially diminish the functionality of the Services.

2.2 Data Protection. Secureframe maintains a commercially reasonable security program that is designed to: (a) ensure the security and integrity of Customer data provided by or on behalf of Customer to Secureframe in connection with the Services ("**Customer Data**"); (b) protect against threats or hazards to the security or integrity of Customer Data; and (c) prevent unauthorized access to Customer Data. Solely if and to the extent Secureframe processes Customer personal data (as defined in the DPA) that is subject to the GDPR, the GDPR Data Processing Addendum provided at <https://secureframe.com/dpa> ("**DPA**") is hereby incorporated into, and shall be fully governed by, this Agreement. Solely if and to the extent Secureframe processes Customer Personal Information (as defined in the CCPA Addendum) that is subject to the CCPA, the CCPA Addendum provided on <https://secureframe.com/ccpa> is hereby incorporated into, and shall be fully governed by, this Agreement.

2.3 Restrictions. Customer will not, and shall ensure that any Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, copy, create derivative works of or otherwise create, attempt to create or derive the source code, object code or underlying structures, ideas or algorithms of the Services or any data related thereto; (b) attempt to probe, scan or test the vulnerability of the Services, breach the security or authentication measures of the Services without proper authorization, or render any part of the Services unusable; (c) use or access the Services to develop a product or service that is competitive with Secureframe's products or services or engage in competitive benchmarking; (d) share, transfer, distribute, resell, lease, license, sublicense, make available or otherwise offer the Services on a standalone basis; (e) remove any proprietary notices from the Services or related Documentation; (f) provide any infringing, offensive, fraudulent or unlawful content in connection with the Services; (f) use the Services or related Documentation in any manner or for any purpose that violates this Agreement or Applicable Law, or infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person (collectively, the "**Restrictions**").

2.4 Privacy and Data Rights. All Customer Data collected through the Services is subject to the privacy policy located at <https://secureframe.com/privacy>. Customer acknowledges and agrees that the Services

will require Authorized Users to share with Secureframe certain information which may include personal data regarding Authorized Users (such as names, usernames, hashed passwords, email address and/or online identifiers) solely for the purposes of providing and improving the Services. Prior to providing any personal information to the Services, Customer is fully responsible for obtaining the consent of the associated individual, in accordance with Applicable Law, to the use of his/her information by Secureframe in accordance with this Agreement. Customer represents and warrants that it has all rights necessary, including any consents required hereunder or by Applicable Law, to provide or make available the Customer Data (including personal data) or other materials in connection with its use of the Services, and to permit Secureframe to use the same as contemplated hereunder. Customer will not use the Services to transmit or provide to Secureframe any financial or medical information of any nature, or any sensitive personal data (such as social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers, or credit card numbers).

2.5 Suspension. Secureframe reserves the right to suspend Customer's (or any Authorized User's) access to the Services immediately: (a) if Customer breaches Section 2 or Section 4 of this Agreement, or breaches any other provision and fails to correct that breach within the applicable cure period; or (b) as it deems reasonably necessary to respond to any actual or potential security or availability concern that may affect Secureframe or its customers or users.

2.6 Customer Responsibilities. Customer is solely responsible for: (a) all uses of the Services under its account (whether or not authorized); (b) all acts and omissions of Authorized Users, including ensuring that it and its Authorized Users only use the Services in compliance with this Agreement and all Applicable Law (any breach of this Agreement by an Authorized User shall be deemed a breach by Customer); (c) the entry, accuracy, integrity and legality of Customer Data and the means by which it acquires and uses such Customer Data; (d) using commercially reasonable efforts to prevent unauthorized access to or use of the Services (and promptly notifying Secureframe in the event of any such unauthorized access or use); and (e) determining the whether the Services are suitable or sufficient for its business purposes. Secureframe's relationship is with Customer and not individual Authorized Users or third parties using the Services through Customer, and Customer will address all claims raised by its Authorized Users directly with Secureframe.

2.7 Third-Party Services. Customer's use of third-party products or services that are not licensed to Customer directly by Secureframe ("**Third-Party Services**") shall be governed solely by the terms and conditions applicable to such Third-Party Services, as agreed to between Customer and the third party. Secureframe does not endorse or support, is not responsible for, and disclaims all liability with respect to Third-Party Services, including the privacy practices, data security processes and other policies related to Third-Party Services. Customer agrees to waive any claim against Secureframe with respect to any Third-Party Services. Customer may enable integrations between the Services and Third-Party Services (each, an "**Integration**"). By enabling an Integration between the Services and its Third-Party Services, Customer is instructing Secureframe to share the Customer Data necessary to facilitate the Integration. Customer is responsible for providing all instructions to any Third-Party Service provider relating to Customer Data. Secureframe and Third-Party Service providers are not sub-processors of each other.

3. Fees

3.1 Fees. Customer shall pay all amounts invoiced by Secureframe relating to any applicable Order Form, according to the payment schedule set forth therein. Except as otherwise specified herein or in any applicable Order Form: (a) fees are quoted and payable in United States dollars; and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. Secureframe reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the initial term, or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Customer may enter into a subscription for the Services through a Secureframe authorized reseller, in which case Customer shall pay all fees to the applicable reseller,

and any amounts to which Customer may be entitled due to a breach of this Agreement will be provided through such reseller.

3.2 Late Payment. Secureframe may suspend access to the Services immediately upon notice if Customer fails to pay any amounts hereunder at least fifteen (15) days past the applicable due date.

3.3 Taxes. All amounts payable hereunder are exclusive of any taxes, including any direct or indirect local, state, federal or foreign taxes, levies, duties or similar government assessments of any nature (such as VAT, GST, excise, sales, use or withholding taxes) (collectively "**Taxes**"). Customer will be solely responsible for payment and reimbursement of all Taxes associated with its purchases hereunder, except for taxes based on Secureframe's net income. Customer will not withhold any taxes from any amounts due hereunder.

4. Confidential Information and Proprietary Rights

4.1 Proprietary Rights. Except as expressly set forth herein, Secureframe (and its licensors, where applicable) exclusively retains all right, title and interest (including all Intellectual Property Rights) relating to the Services and Secureframe Confidential Information, and Customer exclusively retains all right, title and interest (including all Intellectual Property Rights) in its Customer Data and Confidential Information.

4.2 Feedback. Customer may from time to time provide Secureframe suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Services. Secureframe will have full discretion to determine whether to proceed with the development of any requested enhancements, new features or functionality. Secureframe will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exploit any such Feedback in connection with its products and services.

4.3 Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Notwithstanding the foregoing, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors, contractors, and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement (and for whom each party is responsible for any breach of this Agreement); and (b) as required by law (in which case, to the extent legally permitted, the receiving party will limit the disclosure to that required by law and provide the disclosing party with prior written notification thereof in order to allow disclosing party the opportunity to contest such disclosure). Neither party will disclose the terms of this Agreement to any third party, except that Secureframe may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Receiving party agrees to use the same degree of care that it uses to protect its own confidential and proprietary information to prevent the unauthorized use or disclosure of disclosing party's Confidential Information, but in no event less than a reasonable degree of care. Promptly after disclosing party's request, receiving party agrees to return or destroy disclosing party's Confidential Information; provided, however, that receiving party shall be entitled to retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course records retention and backup policies and procedures, or to comply with Applicable Law, provided that such Confidential Information is treated as such for so long as it is retained. Each party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party will be entitled to seek immediate injunctive and other equitable relief, in addition to all other remedies, for any violation or threatened violation of this Section or Section 2.3 "Restrictions."

4.4 Performance Metrics and Machine Learning. Customer acknowledges that a fundamental component of the Services is the use of machine learning and performance metrics for the purpose of providing and improving Secureframe's products and services. Notwithstanding anything to the contrary, Secureframe may collect, use, aggregate, de-identify and/or anonymize (during and after the Term) information related to Customer's use of the Services to train its algorithms through machine learning techniques, monitor performance, create analytics and statistical data, or for any other purpose permitted by Applicable Law.

5. Warranties and Disclaimers

5.1 Secureframe Warranties. Secureframe represents and warrants that: (a) the Services will, under normal and authorized use in full compliance with this Agreement, perform materially in accordance with the Documentation; and (b) it will not knowingly include, in the Services provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including those known as viruses, disabling devices, trojans, or time bombs, designed to intentionally disrupt, disable, harm, or infect the operation of a network, computer program or computer system or any component thereof, including Customer Data. If, at any time, the Services do not conform to the warranty set forth in this Section 5.1, Customer may promptly notify Secureframe in writing of any such noncompliance and Secureframe will, within 30 days of receipt of such notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable correction plan is not established during such period, Customer may terminate this Agreement and receive a pro-rata refund of any pre-paid subscription fees related to the terminated portion of the applicable Order Form(s) as its sole and exclusive remedy for such noncompliance.

5.2 Reciprocal Warranties. Each party represents and warrants to the other party that it has the legal power and authority to enter into this Agreement.

5.3 DISCLAIMERS. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5, THE SERVICES AND ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT IS PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES THAT THE SERVICES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION, OR BE FREE OF SECURITY DEFECTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED BY SECUREFRAME TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES AGREE THAT THE SERVICES DO NOT CONSTITUTE LEGAL ADVICE AND ARE ONLY INTENDED AS TOOLS FOR ASSISTING CUSTOMER IN ITS COMPLIANCE EFFORTS, FOR WHICH CUSTOMER IS SOLELY RESPONSIBLE, AND SECUREFRAME WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR CUSTOMER'S COMPLIANCE PROGRAMS.

5.4 BETA PRODUCTS. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO USE FREE OR BETA PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "**BETA PRODUCTS**") OFFERED BY SECUREFRAME. BETA PRODUCTS MAY NOT BE GENERALLY AVAILABLE, ARE PROVIDED STRICTLY "AS IS," AND SHALL NOT BE SUBJECT TO ANY REPRESENTATIONS, WARRANTIES, INDEMNIFICATION OBLIGATIONS OR SUPPORT OBLIGATIONS, AND UNLESS PROHIBITED BY LAW, SECUREFRAME WILL HAVE NO LIABILITY RELATED TO SUCH BETA PRODUCTS IN EXCESS OF \$1,000.00. CUSTOMER OR SECUREFRAME MAY TERMINATE CUSTOMER'S ACCESS TO BETA PRODUCTS AT ANY TIME FOR ANY OR NO REASON.

6. Indemnification

6.1 Indemnification by Secureframe. Secureframe will defend Customer against any claims, actions, demands or proceedings ("**Claim**") made or brought against Customer by an unaffiliated third party

alleging that the use of the Services as permitted hereunder infringes or misappropriates any third party copyright, trademark, US patent, or trade secret, and will indemnify Customer for any damages (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction against Customer, or agreed upon in settlement by Secureframe, in connection with any such Claim. Notwithstanding the foregoing, Secureframe shall have no obligation or liability for any Claim of infringement or misappropriation to the extent that it arises out of or relates to: (a) Third-Party Services, Customer Data, or Customer designs, guidelines or specifications; (b) modifications made other than by Secureframe; (c) combination of the Services with a non-Secureframe application, product, data or business process, where the Services would not be infringing alone; (d) continued use of the Services after Customer has been notified of modifications or substitutes, to the extent use of such modifications or substitutes would have prevented the Claim; or (e) use of the Services in a manner not strictly in accordance with this Agreement and all related Documentation (clauses (a) through (e), "**Excluded Claims**"). If the use of the Services by Customer has become, or in Secureframe's opinion is likely to become, the subject of any Claim of infringement, Secureframe may at its sole option and expense: (i) procure for Customer the right to continue using and receiving the Services as set forth hereunder; (ii) replace or modify the Services to make them non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not commercially practicable, terminate this Agreement solely with respect to the infringing portion of the Services and provide a pro-rata refund of any pre-paid subscription fees related to the terminated portion of the applicable Order Form(s). This Section states Secureframe's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any Claim of any nature related to infringement or misappropriation of Intellectual Property Rights.

6.2 Indemnification by Customer. Customer will defend Secureframe and its officers, directors, employees and agents against any Claim made or brought against Secureframe by a third party relating to the Excluded Claims or Customer's breach of Section 2 "Services and Responsibilities," and Customer will indemnify Secureframe and its officers, directors, employees and agents for any damages finally awarded against Secureframe (or any settlement approved by Customer) in connection with any such Claim.

6.3 Indemnification Procedures. The party entitled to seek coverage pursuant to this Section 6 (the "Indemnified Party") shall: (a) promptly notify the other party obligated to provide such indemnification (the "Indemnifying Party") in writing of any such claim; (b) give sole control of the defense and settlement of any such claim to the Indemnifying Party (provided that Indemnifying Party may not settle any claim in a manner that adversely affects Indemnified Party's rights, imposes any obligation or liability on the Indemnified Party or admits liability or wrongdoing on the part of Indemnified Party, in each case, without Indemnified Party's prior written consent); and (c) provide all information and assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. The Indemnified Party may join in defense with counsel of its choice at its own expense.

7. Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR CUSTOMER'S BREACH OF SECTION 2 "SERVICES AND RESPONSIBILITIES" OR SECTION 3 "FEES," IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (A) ANY LOST PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE; OR (B) ANY AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IN EXCESS OF THE TOTAL AMOUNTS PAID OR PAYABLE TO SECUREFRAME UNDER THE ORDER FORM GIVING RISE TO LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE LIABILITY. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 7 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND

REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE).

8. Termination

8.1 Term. The Term of this Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated. Except as set forth in an applicable Order Form, the subscription term of such Order Form will automatically renew for successive renewal terms equal to the length of the subscription term on the initial Order Form ("**Renewal Term**"), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

8.2 Termination. Each party may terminate this Agreement or an applicable Order Form upon written notice to the other party in the event: (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to cure such breach within thirty (30) days after receipt of notice of such breach; or (b) subject to Applicable Law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if such party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

8.3 Survival. Upon termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the Restrictions and terms and conditions relating to confidential information and proprietary rights, disclaimers, indemnification, limitations of liability, termination and the general provisions below.

9. General

9.1 Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Services. Customer may not export, re-export or otherwise access the Services in violation of Applicable Law, including access or use in any embargoed country or other jurisdiction where such access or use is prohibited. Each party represents that it is not named on any U.S. government denied-party list.

9.2 Publicity. Customer agrees that Secureframe may refer to Customer's name and trademarks in Secureframe's marketing materials and website; however, Secureframe will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email).

9.3 Assignment. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

9.4 Relationship. The parties are independent contractors, and nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner outside the scope of this Agreement.

9.5 Third-Party Beneficiaries. By accessing the Services, Customer expressly agrees that Secureframe shall have the benefit of and right to enforce this Agreement against Customer, irrespective of Customer's agreements with any authorized reseller. Except for Secureframe's own benefit, nothing in this Agreement

shall confer, or is intended to confer, on any third party any benefit or the right to enforce or modify any term of this Agreement.

9.6 Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 Governing Law: Compliance. This Agreement is governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. For purposes of any dispute or claim related to this Agreement, Customer and Secureframe agree to submit to the personal and exclusive jurisdiction of the courts located in San Francisco County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party will comply with all Applicable Law.

9.8 Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Secureframe may provide notice using the information provided in the most recent Order Form and Customer may provide notice using the contact information provided on <https://secureframe.com/contact>. Notices regarding the Services in general may be given by electronic mail to Customer's email address on record with Secureframe.

9.9 Entire Agreement. This Agreement and any Order Form(s) constitutes the entire agreement of the parties concerning its subject matter and is intended to be the final expression of their Agreement, and supersede all prior and contemporaneous agreements, proposals, or representations, whether written or oral. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. No amendment or waiver of any provision of this Agreement or any Order Form shall be effective unless in writing and signed by an authorized representative of Customer and Secureframe and will only be given effect as to the specific provision and circumstances for which it was given. Notwithstanding the foregoing, no force or effect shall be given to any different or additional terms contained in any purchase order or other vendor form issued by Customer, even if signed by Secureframe after the date hereof. In the event of any conflict between this Agreement and any applicable DPA or CCPA Addendum, the DPA and/or CCPA Addendum will govern

9.10 U.S. Government Use. The Services are commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the Services, related documentation, technical data, or any deliverable to the United States Government are specified solely in this Agreement. All other uses are prohibited and no ownership rights are conferred.

9.11 Force Majeure. Any delay or failure in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay or failure is due to a labor dispute, fire, earthquake, flood, cyber-attack, war, or any other event beyond the reasonable control of a party, provided that such party promptly notifies the other party thereof and uses commercially reasonable efforts to resume performance as soon as possible.

9.12 Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Secureframe employee or agent in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will promptly notify Secureframe.

9.13 Interpretation. For purposes hereof, "including" or "such as" means "including without limitation".