

ANOMALO SELF-SERVICE AGREEMENT

PLEASE READ THIS ANOMALO SELF-SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY ANOMALO, INC., A DELAWARE CORPORATION WITH OFFICES LOCATED AT 855 EL CAMINO REAL STE 405 PALO ALTO, CA 94301-2337 (“**ANOMALO**”). BY CLICKING THE “CONTINUE” BUTTON, THE ENTITY OR COMPANY THAT YOU REPRESENT (“**COMPANY**”) AGREES TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, ANY ORDER FORM SUBMITTED TO AND ACCEPTED BY ANOMALO SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. USE OF ANOMALO’S SERVICES IS EXPRESSLY CONDITIONED UPON COMPANY’S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. BY CLICKING THE “ACCEPT” BUTTON, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT, UNDER ALL APPLICABLE LAWS AND ON BEHALF OF COMPANY. IF COMPANY DOES NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, NAVIGATE AWAY FROM THIS PAGE AND COMPANY WILL HAVE NO RIGHT TO USE THE

1. Definitions.

- a. “**Customer**” shall refer to the Company accessing the Services.
- b. “**Services**” shall consist of access to Anomalo’s software hosted at app.anomalo.com or app-connect.anomalo.com in order to monitor up to five (5) tables in the Customer’s data warehouse, or as otherwise specified in an Order Form.
- c. “**Order Form**” shall refer to the mutually executed order form between Anomalo and Customer that references this Agreement, if any.
- d. “**Documentation**” means Anomalo’s user manuals and guides relating to the Services provided by Anomalo to Customer either electronically or in hard copy form.
- e. “**Anomalo IP**” means the Services, the Documentation, and any and all intellectual property related thereto. For the avoidance of doubt, Anomalo IP does not include any information, data or other content that is made available by Customer to the Services (“**Customer Data**”).
- f. “**Fees**” shall mean \$0 for the Service Term, unless otherwise specified in an Order Form.
- g. “**Implementation Assistance**” shall consist of granting of access to the software and any additional assistance provided over e-mail or chat for the purpose of allowing the Customer to setup any monitoring checks or configurations within the software or to interpret any alerts or other results produced by the software.

2. Access and Use.

- a. Provision of Access. Subject to Customer’s full compliance with all terms and conditions of this Agreement, Anomalo hereby grants Customer a

non-exclusive, non-transferable license to access and use the Services during the Service Term solely for Customer’s internal use and in accordance with Anomalo’s Documentation. Anomalo shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Anomalo may in its sole discretion modify, enhance or otherwise change the Services, provided that such changes do not materially limit or adversely affect the Services provided to Customer hereunder.

- b. Use Restrictions. Customer shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, Documentation or data related to the Services (“**Software**”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) copy, modify, translate, or create derivative works of the Services or Software, in whole or in part; (iii) use or access the Services or Software for timesharing or service bureau purposes or for any purpose other than for the internal benefit of Customer as set forth in this Agreement; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Software; (v) remove any product identification, proprietary, copyright or other notices from the Services or Software; (vi) use the Services or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws or regulations (including but not limited to any privacy laws, and laws or regulations concerning intellectual property, consumer and child protection, obscenity or defamation); or (vii) permit any third party to do any of the foregoing. Customer will use reasonable efforts to prevent any unauthorized use of the Services or the Software, and will promptly notify Anomalo of any unauthorized use that comes to Customer’s attention and provide all reasonable cooperation to prevent and terminate such

use.

- c. Reservation of Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Anomalo IP.
 - d. Suspension. Notwithstanding anything to the contrary in this Agreement, Anomalo may temporarily suspend Customer's access to any portion or all of the Services if:
 - (i) Anomalo reasonably determines that (A) there is a threat or attack on any of the Anomalo IP; (B) Customer's use of the Anomalo IP disrupts or poses a security risk to the Anomalo IP or to any other customer or vendor of Anomalo; (C) Customer is using the Anomalo IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Anomalo's provision of the Services to Customer is prohibited by applicable law;
 - (ii) any vendor of Anomalo has suspended or terminated Anomalo's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 6(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Anomalo shall use commercially reasonable efforts to provide prior notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Anomalo shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Anomalo will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.
3. Service Levels; Support; Professional Services.
 - a. Service Availability. Subject to the terms and conditions of this Agreement, Anomalo shall use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Anomalo reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Anomalo.
 - b. Implementation Assistance. Anomalo will provide the Implementation Assistance set forth in this Agreement.
 - c. Ownership. As between the parties, Anomalo retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or

provided by Anomalo for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form, if applicable) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement.

4. Customer Data Security. Anomalo will maintain commercially reasonable administrative, physical and technical safeguards for the Services to protect against the accidental or unauthorized access, use, alteration or disclosure of Customer Data properly uploaded to the Services and processed or stored on a computer and/or computer network owned or controlled by Anomalo in connection with the Services. If, at any time, Anomalo fails to comply with this Section, Customer may promptly notify Anomalo in writing of any such noncompliance. Anomalo will, within ten (10) days of receipt of such written 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 plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.
5. Customer Responsibilities.
 - a. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, including all acts and omissions of its employees.
 - b. Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). Anomalo is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Anomalo does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.
6. Fees and Payment.
 - a. Fees. Customer shall pay Anomalo the Fees as set forth in this Agreement or in the Order Form, if applicable, without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form, if applicable. If Customer fails to make any payment when due, without limiting Anomalo's other rights and remedies: (i) Anomalo may charge interest on the past due amount at the rate of 1.0% per month calculated daily and

compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Anomalo for all costs incurred by Anomalo in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, Anomalo may suspend Customer's access to any portion or all of the Services until such amounts are paid in full.

b. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Anomalo's income.

c. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Service Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Anomalo may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Anomalo with respect to any amounts due and payable during the Service Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Service Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

7. Use of Customer Data and Confidential Information

(a) Confidential Information. From time to time during the Service Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or consultants who have a need to know the Confidential Information for the receiving Party to exercise

its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

(b) Use of Customer Data. For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Anomalo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Anomalo as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Anomalo shall maintain commercially reasonable administrative, physical and technical safeguards designed to maintain the security and integrity of the Service and the Customer Data, including through the mechanisms and procedures described in Anomalo's Privacy Policy (as may be updated from time to time, and shall be available at <https://www.anomalo.com/legal/privacy>).

Anomalo is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Anomalo's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. In the event and to the extent that Customer is a controller or processor of Personal Data (as defined in the DPA) that is subject to certain Data Protection Laws (as defined in the DPA), the EU Data Processing Addendum, available at <https://www.anomalo.com/legal/dpa> (the "DPA") is hereby included and incorporated into this Agreement. To the extent that the Customer Data includes any personal information, (i) Anomalo will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Anomalo agrees not to sell such personal data, to retain,

- use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or disclose such personal data outside of the scope of this Agreement. Anomalo understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Anomalo may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for Anomalo's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Anomalo's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Anomalo in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.
- (c) Use of Logging Data. Anomalo may internally collect and use for any purpose, any and all data about the status or runtime performance of the Services including detailed runtime logs and the tracking of Customer engagement with any Services user interface. ("Logging Data"). For the avoidance of doubt, Logging Data does not include any Customer Data as covered in section 7(b).
- (d) Use of Services Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Anomalo by mail, email, telephone, or otherwise, suggesting or recommending changes to the Anomalo IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Anomalo is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.
- (e) Treatment of Customer Data and Confidential Information on Termination. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Anomalo will also delete all copies of Customer Data, whether in written, electronic, or other form or media, upon the expiration or termination of the agreement. This obligation, however, does not apply to any Anonymous Training Data. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
8. Warranties and Disclaimers.
- a. Mutual. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has full power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; (iii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder do not and will not violate any other agreement to which such party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.
- b. Anomalo. Anomalo warrants that (i) it will not knowingly include, in any Software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud or damage Customer's network, computer program or computer system or any component thereof, other than code intentionally included by Anomalo for purposes of accessing and/or suspending access to the Software as authorized herein and/or providing maintenance and support, and (ii) it will provide the support and professional services under this Agreement in a professional and workmanlike manner.
- c. Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE ANOMALO IP IS PROVIDED "AS IS" AND ANOMALO AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ANOMALO AND ITS LICENSORS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, NEITHER ANOMALO NOR ITS LICENSORS MAKES ANY WARRANTY OF ANY KIND THAT THE ANOMALO IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

- a. Anomalo Indemnification. Anomalo shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services infringes or misappropriates such third party's patents, copyrights, or trade secrets, provided that Customer promptly notifies Anomalo in writing of the claim, cooperates with Anomalo, and allows Anomalo sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Anomalo, at Anomalo's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Anomalo determines that neither alternative is reasonably available, Anomalo may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9(a) will not apply with respect to portions or components of the Services (A) not created by Anomalo, including but not limited to Customer Data or Third-Party Services, (B) that are modified by anyone other than Anomalo where the alleged infringement relates to such modification, (C) combined with other products, processes or materials where the alleged infringement relates to such combination, (D) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (E) where Customer's use thereof is not strictly in accordance with this Agreement and all related documentation.
- b. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Anomalo's option, defend Anomalo from and against any Losses resulting from any Third-Party Claim that the Customer Data infringes or misappropriates such third party's intellectual property rights, or any Claims excluded from indemnity obligation in Section 9(a) above, or otherwise from Customer's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement, provided that Customer may not settle any Third-Party Claim against Anomalo unless Anomalo consents to such settlement, and further provided that Anomalo will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- c. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ANOMALO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES

INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability.

- a. Indirect Liabilities. IN NO EVENT WILL ANOMALO OR ITS LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ANOMALO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- b. Direct Liability. IN NO EVENT WILL ANOMALO OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ANOMALO UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. Exclusions. THE FOREGOING LIMITATIONS IN THIS SECTION 10 SHALL NOT LIMIT ANOMALO'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 9(A) OR DAMAGES ARISING OUT OF ANOMALO'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7.

11. Term and Termination.

- a. Term. This Agreement will commence on the date Customer first accesses the Services (the "**Effective Date**") and shall continue until terminated (the "**Service Term**"). Subject to earlier termination as provided below, this Agreement is for the Service Term.
- b. Termination for breach. In addition to any other express termination right set forth in this Agreement: (i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days (or 10 days for Customer's

failure to pay any amount when due) after the non-breaching Party provides the breaching Party with written notice of such breach; or (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- c. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Anomalo IP and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the Anomalo IP and certify in writing to the Anomalo that the Anomalo IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- d. Survival. This Section 11(d) and Sections 1, 6, 7, 8(c), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

- a. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form, if applicable, (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement as of the Effective Date; and (iv) fourth, any other documents incorporated herein by reference.
- b. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in this Agreement or the Order Form, if applicable (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, certified or registered mail (in each case, return receipt requested, postage pre-paid).

Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

- c. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- d. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- e. Use of Customer Logo. Customer acknowledges and agrees that Anomalo may use Customer's name and logo in customer lists and marketing materials.
- f. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- g. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of

San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- h. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- i. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.
- j. US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.
- k. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- l. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.