



ENTERPRISE TERMS OF USE

Version: July 11, 2025

THESE TERMS OF USE GOVERN THE PROVISION OF THE REEJIG PRODUCTS AND SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS OF USE, CUSTOMER AGREES TO THESE TERMS OF USE.

1. DEFINITIONS

"Agreement" means this Terms of Use document and one or more executed Order Forms.

"Confidential Information" has the meaning stated in Section 7.1.

"Customer" means the customer that has executed an Order Form.

"Customer Data" means electronic data and information submitted, collected, or processed by or for Customer through a Product or otherwise.

"Customized Work Ontology" means a tailored version of ReeJig's base Ontology Data that has been harmonized with Customer's data inputs such as job descriptions, roles, and related materials, using ReeJig's proprietary methodology and AI models, for the purpose of creating a structured representation of work specific to Customer.

"Customized Outputs" means any outputs, reports, or deliverables created by ReeJig specifically for the Customer using the Customer's data or inputs, which may include a Customized Work Ontology, customized job architecture, tailored reports, or other outputs.

"Data as a Service" means the provision of access, maintenance, and ongoing updates to Ontology Data by ReeJig to Customer on a subscription basis, such as via API, or other mutually agreed delivery method outside of the Work Operating System.

"Discloser" has the meaning stated in Section 7.1.

"Documentation" means online user guides, documentation, and help and training materials, as updated from time to time, relating to a Product.

"Feedback" has the meaning stated in Section 6.1.

"IP Action" has the meaning stated in Section 9.1.

"Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an ordering document specifying a Product, Data as a Service, or Professional Services to be provided by ReeJig.

"Ontology Data" means the base work ontology developed by ReeJig, including any enhancements, modifications or derivative works thereof.

"Parties" means ReeJig and Customer.

"Party" means ReeJig or Customer, as applicable.

"Product Support" means the support services provided by Reejig in accordance with the SLA.

"Products" means the Reejig products and services that are ordered by Customer and made available online, including any associated offline components, as described in the Documentation and Order Form. Reejig's Products include Work Operating System, Opportunity Marketplace, and Career Copilot. The Products do not include the Professional Services or Product Support.

"Professional Services" means the implementation or other professional services, if any, described in a Statement of Work or otherwise provided by Reejig.

"Recipient" has the meaning stated in Section 7.1.

"Reejig" means the Reejig entity that is party to the Order Form.

"Reejig IP" means the Ontology Data and other Reejig materials, data, and intellectual property.

"Service Level Agreement" or "SLA" means the service level agreement available at www.reejig.com/service-level-agreement, which is incorporated into this Agreement by this reference. Reejig may make changes to the SLA at its discretion, provided that these changes do not constitute a material reduction in the quality or functionality of a Product or the Product Support.

"Statement of Work" or "SOW" means an executed Statement of Work describing the Professional Services.

"Supplemental Terms of Use" means additional terms of use applicable to a specific Product that will be identified in the applicable Order Form.

"Transaction Taxes" has the meaning stated in Section 4.8.

"User" means an individual who is authorized by Customer to use a Product, and to whom Customer (or Reejig at Customer's request) have supplied a user identification and password. Users may include, for example, Customer's employees, consultants, contractors, and agents.

2. REEJIG RESPONSIBILITIES

2.1. Provision of Products. Reejig shall: (a) make the Products available to Customer pursuant to this Agreement and the applicable Order Forms and Documentation; (b) provide applicable Product Support according to the Order Form, and Professional Services if purchased; (c) comply with the Service Level Agreement; and (d) provide the Products in accordance with laws and government regulations applicable to the provision of the Products to customers generally (i.e., without regard for Customer's particular use of the Products), and subject to Customer's and Users' use of the Products in accordance with this Agreement, the Documentation and the applicable Order Form. Reejig makes no guarantees as to the continuous availability of a Product or of any specific feature of a Product since: (i) it is hosted by third parties; and (ii) it interoperates with products from third parties, including web browsers.

2.2. Protection of Customer Data; Security. Reejig shall receive, process, store, use, and transmit Customer Data in accordance with its privacy statement posted at www.reejig.com/privacy-policy or such other location as Reejig may notify Customer in

writing. The privacy statement may be amended from time to time, and it is Customer's responsibility to regularly review such privacy statement. Customer's continued use of a Product following any change to the privacy statement will constitute Customer's agreement to be bound by the revised terms of the privacy statement. Reejig shall implement and maintain industry standard backup, security, and business continuity measures. On written request, Reejig shall provide a signed certification verifying that Reejig is complying with this clause 2.2.

2.3. Reejig Personnel. Reejig is responsible for the performance of its personnel (including its employees and contractors) and their compliance with its obligations under this Agreement.

2.4. Insurance. Reejig shall maintain in full force and effect during the Term: (a) Commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Cyber insurance with coverage limits of not less than \$2,000,000 per occurrence and in the aggregate; and (c) other insurance policies as are commercially reasonable under the circumstances.

3. USE OF THE PRODUCTS

3.1. Customer's Responsibilities. Customer shall: (a) be responsible for Users' compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Products, Ontology Data, or Customized Output, and notify Reejig promptly of any unauthorized access or use; and (d) use the Products, Ontology Data, or Customized Output only in accordance with the Documentation and applicable laws and government regulations.

3.2. Usage Restrictions. Customer shall not: (a) make a Product or Data as a Service available to anyone other than Customer's Users, or use a Product for the benefit of any party other than Customer; (b) sell, resell, license, sublicense, distribute, rent or lease a Product or Data as a Service, or include a Product or Data as a Service in a service bureau or outsourcing offering; (c) use a Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (d) use a Product to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of a Product or third party data contained in a Product; (f) attempt to gain unauthorized access to a Product or its related systems or networks; (g) permit direct or indirect access to or use of a Product or Data as a Service in a way that circumvents a contractual usage limit; (h) copy a Product or any part, feature, function, software code or user interface thereof; (i) copy the Documentation or Data as a Service other than as reasonably needed in connection with Customer's permitted use; (j) frame or mirror any part of a Product; (k) access or use a Product or Data as a Service in order to build a competitive product or service; (l) use Ontology Data, Customized Output, or other Reejig information, to train an artificial intelligence model or product; (m) reverse engineer a Product (to the extent this restriction is permitted by law); (n) use a Product or Ontology Data for any benchmarking purposes; or (o) download, read, display, copy, modify or transmit any program code or documentation comprising an internal part of a Product.

3.3. Usernames and Passwords. Customer shall (and shall require all Users to) keep all passwords and API keys provided by Reejig safe and secure, and Customer shall be

responsible for all use of a Product using passwords or API keys issued to Customer or its Users. Access credentials may not be shared. Customer shall: (a) provide Reejig with accurate, complete, and up to date information; and (b) update Customer's information to keep it accurate, current and complete. Failure to provide accurate information constitutes a breach of this Agreement, which may result in immediate termination of Customer's right to access the Products. Furthermore, Customer shall not: (d) give a password to any unauthorized person; (e) use a Product as the agent of a third party; (f) allow any unauthorized party to use Customer's account; (g) sell or transfer Customer's use of or access to a Product or permit anyone else whose account was suspended or terminated to use a Product through Customer's username or password; or (h) select a username that impersonates someone else, is intended to disguise the user's identity, is or may be illegal, may be protected by trademark or other proprietary rights, is vulgar or offensive, or may cause confusion. If any User ceases to be Customer's authorized User, then Customer shall immediately delete that person's access credentials and otherwise submit a request to Reejig to terminate that person's access to the Products. If a security breach or unauthorized use of Customer's account occurs, Customer shall notify Reejig immediately in writing or via email. Reejig will not be liable for any loss Customer incurs as a result of someone else using Customer's password and account with or without Customer's permission.

4. FEES AND PAYMENT

- 4.1. Fees.** Customer shall pay all fees specified in an Order Form in accordance with the payment terms specified in that document. Except as otherwise specified in an Order Form: (a) payment obligations are non-cancelable, and fees paid are non-refundable (except as specified in Section 8 (Warranties and Disclaimers)); and (b) quantities purchased cannot be decreased during the relevant subscription term.
- 4.2. Fees Based on Employee Count.** For Products based on Customer's Employee count, "Employee" means an employee or independent contractor that Customer compensates for their work. If Customer's Employee count exceeds the amount specified in the Order Form, Customer is responsible for notifying Reejig prior to the anniversary of the subscription effective date and paying any additional subscription fees going forward accordingly. Customer is not required to pay such fees retroactively. If Customer acquires another company that begins using a Product with fees based on Employee count, then Customer shall promptly notify Reejig and Customer shall pay the additional fees based on the increased Employee count commencing as of the effective date of the acquisition.
- 4.3. Fees Based on the Number of Roles.** Fees may be based on Customer's number of roles in accordance with the Order Form. Additional fees will apply for roles beyond the limit stated in the Order Form, unless Customer and Reejig otherwise agree in writing.
- 4.4. Purchase Order Terms.** Any terms or conditions on any purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect and each Party hereby rejects all such terms and conditions.
- 4.5. Suspension of Service.** If an amount owing by Customer under this Agreement is 30 or more days overdue (or 10 or more days overdue in the case of amounts Customer has authorized Reejig to charge to its bank account or credit card), Reejig may, without limiting any other rights and remedies, suspend services until the unpaid amounts are paid in full.

Reejig shall give Customer at least 10 days' prior notice that the account is overdue, in accordance with Section 11.4 (Notice), before suspending services.

- 4.6. Payment Disputes.** Reejig shall not exercise its rights under 4.5 (Suspension of Service) above if Customer is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If Customer disputes an invoice, Customer shall notify Reejig within thirty (30) days after the date of the invoice of the amount in dispute and the reason for the dispute, and the Parties shall work together in good faith to expeditiously resolve the dispute. Invoices not disputed within thirty (30) days are deemed valid and undisputed and may not later be disputed.
- 4.7. Taxes.** Reejig fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction related to the services under this Agreement (collectively, "Transaction Taxes"). Customer is responsible for paying all Transaction Taxes associated with purchases hereunder. If Reejig has the legal obligation to pay or collect Transaction Taxes for which Customer is responsible, Reejig shall invoice Customer and Customer shall pay that amount unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Reejig is responsible for taxes assessed based on its income, property, and employees.
- 4.8. Future Functionality.** Customer agrees that purchases are not contingent on the delivery of any future functionality or features, or dependent on any verbal or written public comments regarding future functionality or features.

5. TERM AND TERMINATION

- 5.1. Term and Renewal.** This Agreement commences on the effective date of the first Order Form (or upon online acceptance of this Agreement, whichever is earlier) and continues until all subscriptions have expired or have been terminated. Termination of an individual Order Form will not terminate this Agreement. The term of each purchased subscription is specified in the applicable Order Form and a subscription will be renewed automatically for an additional 12 month term unless a Party provides written notice to the contrary at least 30 days prior to the end of the applicable term.
- 5.2. Termination for Cause.** A Party may terminate this Agreement: (a) if the other Party is in material breach of this Agreement and the breach remains uncured at least 30 days after receipt of written notice; or (b) if the other Party becomes the subject of any bankruptcy or insolvency proceeding.
- 5.3. Suspension.** In addition to its rights under Section 4.5 (Suspension of Service), Reejig may suspend provision of a Product to address a security risk to the Product or likely harm to the Product, Reejig, or its customers. Reejig shall restore the Product once the issue is resolved to its reasonable satisfaction.
- 5.4. Effect of Termination.**
- (a) Customer Data.** Reejig shall delete or destroy all Customer Data within forty-five (45) days, including any Customized Work Ontologies, Customized Outputs, and other Customer-specific information, in its systems (except for copies in its backup systems, which will be retained and deleted by Reejig pursuant to its standard backup processes).

(b) Surviving Provisions. Sections 1 (Definitions), 2.2 (Protection of Customer Data; Security), 3 (Use of the Products), 4 (Fees and Payment), 5 (Term and Termination), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8.4 (Disclaimers), 9 (Infringement Indemnity), 10 (Limitation of Liability), and 11 (General Provisions) will survive any termination of this Agreement.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1. Reejig Ownership of Products and Ontology Data.** Subject only to the limited rights expressly granted in this Agreement, Reejig and its licensors reserve all right, title, and interest in and to the Products and all Reejig IP, including all related patent, copyright, trade secret, trademark, and other intellectual property rights. Reejig ownership includes any suggestions, ideas, enhancement requests, feedback, or recommendations Customer may provide relating to a Product or Reejig IP ("Feedback"), and Customer hereby assigns to Reejig all right, title and interest in and to Feedback and all intellectual property rights therein.
- 6.2. Customized Outputs.** Customer will be the owner of the portions of the Customized Outputs that are unique to Customer, and Reejig hereby assigns to Customer all right, title and interest in and to such portions and all intellectual property rights therein. Reejig hereby grants to Customer a non-exclusive license to the Reejig IP that is embedded in a Customized Output solely to the extent needed for Customer to use the Customized Output for its internal business purposes. The license in the preceding sentence is effective during and after the term of this Agreement (but Data as a Service and access to any Product will cease without an active paid subscription). Customer shall not publish, commercialize, or share with any third party, Reejig's Ontology Data.
- 6.3. Ownership of Customer Data.** As between the Parties, Customer retains ownership of all right, title and interest in and to Customer Data, including all related patent, copyright, trade secret, trademark, and other intellectual property rights.
- 6.4. License to Customer Data; No AI Training.** Customer hereby grants Reejig a non-exclusive license to host, copy, manipulate, transmit and display Customer Data solely as necessary for Reejig to provide the Products in accordance with this Agreement. Reejig acquires no other right, title, or interest under this Agreement in or to Customer Data. Reejig shall not use Customer Data for training artificial intelligence models unless otherwise specifically stated in an Order Form or Supplemental Terms of Use.
- 6.5. Limitations.** Customer is not getting a license to any software programs, but only the right to access and use the Products, Ontology Data, and Customized Outputs, in accordance with this Agreement. No rights are granted other than as expressly set forth in this Agreement.
- 6.6. Federal Government End Use Provisions.** Reejig provides the Products and Ontology Data, including related software and technology, for ultimate United States federal government end use solely in accordance with the following: Government technical data and software rights related to a Product or Ontology Data include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR

227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Reejig to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

7. CONFIDENTIALITY

- 7.1. Definitions.** "Confidential Information" means all information disclosed by a Party ("Discloser") to the other Party ("Recipient"), whether verbally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Representatives" means a Party's directors, officers, employees, advisors (including financial advisors, counsel, and accountants), agents, or controlling persons. Customer's Confidential Information includes Customer Data; Reejig Confidential Information includes the Products and the Ontology Data; and Confidential Information of each Party includes the confidential terms of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes of Discloser.
- 7.2. Protection of Confidential Information.** Recipient shall: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by Discloser in writing, limit access to Confidential Information to those of its Representatives who need that access for purposes consistent with this Agreement and who have confidentiality obligations no less stringent than those in this Agreement. Neither Party shall disclose the confidential terms of this Agreement to any third party other than its Representatives without the other Party's prior written consent. The acts and omissions of a Party's Representatives are deemed the acts and omissions of that Party under this Agreement.
- 7.3. Exceptions.** Except for personally identifiable information, Recipient has no obligations under Section 7.2 (Protection of Confidential Information) with respect to any Confidential Information if it: (a) is or becomes generally known, or readily ascertainable by proper means, by the public other than through a breach of this Agreement by Recipient; (b) was known by Recipient before it is disclosed to Recipient by Discloser as evidenced by Recipient's written records; (c) is developed independently by Recipient in a manner that does not rely on the Confidential Information; or (d) is disclosed to Recipient by a third party not subject to any nondisclosure obligations with respect to the Confidential Information.
- 7.4. Compelled Disclosure.** If Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or other governmental agency, Recipient shall: (a) immediately notify Discloser of the existence, terms, and circumstances surrounding the request; (b) consult with Discloser on the advisability of taking legally available steps to resist or narrow the request; and (c) if disclosure is required, cooperate with Discloser at Discloser's expense in obtaining an order or other reliable assurance that confidential treatment will be accorded to the portion of the information as Discloser may designate.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. Product and Professional Services Warranties.** Reejig warrants that a Product will perform substantially in accordance with the applicable Documentation and this Agreement and will not contain Malicious Code. Reejig warrants that the Professional Services and Product Support will be performed in a professional and workmanlike manner.
- 8.3. Remedies.** For any breach of the warranties in Section 8.2 (Product and Professional Services Warranties), Reejig shall exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the 30 day period immediately preceding the date of Customer's written notice to Reejig specifying in reasonable detail the non-conformance. If Reejig concludes that conformance is impracticable, then Reejig shall refund all fees paid by Customer, if any, allocable to the nonconforming services. The express remedies in this Section 8.3 (Remedies) constitute Customer's exclusive remedies, and Reejig's sole obligation and liability, for any claim that (a) a Product does not conform to the requirements or is otherwise defective; or (b) any Professional Services or Product Support were performed improperly.
- 8.4. Disclaimers.**
EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, REEJIG MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. REEJIG DOES NOT WARRANT THAT: (A) USE OF THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS; OR (B) USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR FREE FROM ERROR. EACH PARTY DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR ANY FUNCTIONALITY ISSUES OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS OR BY ANY THIRD PARTY PRODUCTS.

9. INFRINGEMENT INDEMNITY

- 9.1. Reejig Intellectual Property Indemnity.** Reejig shall: (a) defend or, at its sole option, settle, at its own expense any suit, action, or proceeding brought against Customer by a third party claiming that a Product, the Ontology Data, or a Customized Output, infringes any patent, copyright, trade secret, trademark, or other proprietary right (an "IP Action"); and (b) pay damages awarded against Customer in the IP Action, or those monetary damages agreed to by Reejig and the claimant in a settlement of the IP Action. Customer shall: (i) give Reejig prompt written notice of the claim; (ii) tender to Reejig sole control of the defense or settlement of the IP Action; and (iii) cooperate with Reejig in defending or settling the IP Action. If Reejig receives notice of an allegation that a Product, the Ontology Data, or a Customized Output, infringes a third party's intellectual property rights, or if Customer's use is enjoined as a result of infringement, Reejig may, at its sole option and expense: (A) procure for Customer the right to continue using the infringing material; (B) modify the infringing material so that it is no longer infringing; or (C) replace the infringing material with other material of equal or superior functional capability. If none of these actions are in

Reejig's determination commercially feasible, Reejig will have the right to terminate Customer's right to that infringing material. If Reejig terminates a right to infringing material: (1) Reejig shall refund the applicable fees paid for the license of the infringing material; and (2) Customer shall immediately deliver to Reejig all copies of that infringing material in Customer's possession or control. This requirement applies to all copies in all forms, partial and complete, and whether or not modified or merged into other materials.

9.2. INDEMNITY LIMITATIONS. THE RIGHTS GRANTED TO CUSTOMER UNDER SECTION 9.1 WILL BE CUSTOMER'S EXCLUSIVE REMEDY AND REEJIG'S SOLE OBLIGATION AND LIABILITY FOR ANY ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, OR OTHER PROPRIETARY RIGHT. REEJIG HAS NO LIABILITY FOR ANY CLAIM OF INFRINGEMENT CAUSED BY: (A) MODIFICATION OF MATERIALS WITHOUT THE APPROVAL OF REEJIG; (B) ANY CUSTOMER OR THIRD-PARTY APPLICATION OR OTHER TECHNOLOGY; (C) USE OF MATERIALS IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT PROVIDED BY REEJIG (BUT ONLY TO THE EXTENT THAT THE MATERIALS ALONE WOULD NOT HAVE INFRINGED); (D) COMPLIANCE WITH CUSTOMER'S REQUIREMENTS OR SPECIFICATIONS; (E) USE OF MATERIALS OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, OR IN A MANNER FOR WHICH THEY WERE NOT INTENDED; OR (F) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF MATERIALS (IF THE INFRINGEMENT WOULD HAVE BEEN PREVENTED BY THE USE OF THIS RELEASE OR VERSION).

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. NEITHER PARTY'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY. THE LIMITATIONS IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THESE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Other Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, SAVINGS, OR REVENUES, OR INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

10.3. Exceptions THE LIMITATIONS IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL NOT APPLY TO: (A) REEJIG'S OBLIGATIONS UNDER SECTION 9 (INFRINGEMENT INDEMNITY); (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) THE EXTENT PROHIBITED BY LAW.

10.4. Basis of the Bargain. THE LIMITATIONS IN THIS SECTION 10 (LIMITATION OF LIABILITY) ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY, AND WILL APPLY EVEN IF A PARTY'S REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE FEES UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE

PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN AND A MODIFICATION OF THESE PROVISIONS WOULD SUBSTANTIALLY AFFECT THE FEES. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVE ANY RIGHT, THROUGH EQUITABLE RELIEF, AMENDMENT, OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

11. GENERAL PROVISIONS

- 11.1. Export Compliance.** The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use a Product in a U.S.-embargoed country or in violation of any applicable export or import law or regulation.
- 11.2. Compliance with Laws.** During the term of this Agreement each Party shall comply with all applicable laws and regulations, and shall obtain all applicable permits and licenses required in connection with its obligations under this Agreement.
- 11.3. Legal Expenses.** If legal action is taken by a Party to enforce its rights under this Agreement, all costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees and costs of litigation, will be paid by the other Party.
- 11.4. Notice.** All notices under this Agreement, including notices of address change, must be in writing and will be deemed given when sent by: (a) registered mail, return receipt requested; or (b) a nationally recognized overnight delivery service (such as Federal Express), to the appropriate Party at the relevant address stated in the Order Form, unless a Party notifies the other of a new address in writing, in which case the new address will be used.
- 11.5. Severability.** If any provision of this Agreement is held by a court to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining provisions will remain in full force and effect.
- 11.6. Governing Law; Arbitration.** This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute arising out of or in relation to this Agreement or the rights and obligations hereunder must be arbitrated in the English language before one arbitrator under the administration of the American Arbitration Association, and according to its Commercial Arbitration Rules. The seat of the arbitration and the place of hearing will be in the State of Delaware. A Party may seek interim injunctive relief under these Rules and before any court having jurisdiction, and each Party hereby submits to the personal jurisdiction of any court reasonably chosen by the initiating Party for such purposes. The initiating Party shall reimburse the other Party's costs if the court declines jurisdiction. The arbitral panel will be empowered to grant injunctive relief upon application. Awards of the arbitral panel will be enforceable in any court having jurisdiction, and each Party hereby submits to the personal jurisdiction of any court reasonably chosen by the enforcing Party for such purposes. The enforcing Party shall reimburse the other Party's costs if the court declines jurisdiction.
- 11.7. Waiver.** The waiver by a Party of any breach of this Agreement will not constitute a waiver of any other or subsequent breach.

- 11.8. Assignment.** Neither Party may transfer, by operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without the other Party's prior written consent, except that a Party may transfer this Agreement, together with all of its rights and duties under this Agreement, to a successor entity if it is acquired, whether by equity or asset purchase, merger, corporate restructuring, or reorganization, or the like. Any purported transfer or assignment in violation of this section is void.
- 11.9. Relationship of the Parties.** The relationship of the Parties is that of independent contractors. Neither Party is the agent of the other Party, and neither Party is authorized to act on behalf of the other Party.
- 11.10. Customer Name and Logo.** Reejig will have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with its website and marketing materials, subject to Customer's trademark usage guidelines provided to Reejig. Customer may revoke this right in writing at Customer's discretion. Customer retains all right, title, and interest in Customer's logos and trade names, including all goodwill.
- 11.11. Third-Party Beneficiaries.** There are no third party beneficiaries of this Agreement.
- 11.12. Force Majeure.** Except with regard to any obligation to pay money hereunder, neither Party will be held responsible for any delay or failure in performance hereunder caused by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, act of sabotage, riot, accident, delay of carrier or supplier, limitations or delays inherent in the use of the internet, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any other cause beyond the Party's reasonable control. If one of these events does occur, the time to perform an affected obligation will be extended by the length of time the event continues.
- 11.13. Entire Agreement; Modifications.** This Agreement contains all the agreements, representations, and understandings of the Parties, and supersede any previous understandings, commitments, or agreements, verbal or written, with respect to the subject matter of this Agreement. Reejig from time to time may make revisions to the Documentation to reflect additional features or revisions to the manner in which an existing Product is provided. These revisions will be incorporated in this Agreement unless they constitute a material reduction in the quality or functionality of a Product or the Product Support. This Agreement may be otherwise modified or amended only in a written document signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.