OUTSYSTEMS MASTER SUBSCRIPTION AGREEMENT

This OutSystems Master Subscription Agreement (this "Agreement") is entered into as of the Effective Date by and between "**OutSystems**" and "**Customer" or "Company"** (each is a "Party", together they are the "Parties").

1 DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, or is controlled by, or is under common control with the subject entity. For the purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Application**" means the computer application developed through the use of the Software or any third-party Software tools integrated and managed by the Software.

"**Confidential Information**" refers to non-public information that either Party may obtain from the other or have access to by virtue of this Agreement, including, but not limited to, each Party's data and each Party's proprietary Software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, the terms and pricing under this Agreement, authentication credentials associated with the use of the Software and the Professional Services, personal data and all information clearly identified as confidential.

"Content" means software (including machine images), applications, online services, features, technology, data, text, audio, video, images or other content.

"Deliverables" means means all goods, records, reports, documents, papers, other materials and deliverables (whether in documentary, electronic or other form) produced or to be produced by, or on behalf of, OutSystems for Customer as part of the Professional Services pursuant the execution of an Order.

"**Effective Date**" means the date on which OutSystems and Customer have signed the Order.

"Customer" means the Party executing this Agreement as Customer.

"Fees" means the amount to be paid for Subscription and/or the Professional Services as detailed in the applicable Order.

"**Intellectual Property**" means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

"**New Software Version**" means a major Software release whose primary purpose is to add new functionality or to enhance the performance of the Software, which is identified by an increment in the first 2 numbers of the Software version. Notwithstanding the foregoing, a New Software Version will not include new software or modules (whether or not branded as OutSystems software) that OutSystems markets and prices separately.

"Order" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between Customer and OutSystems from time to time. Orders shall be deemed incorporated herein by reference.

"**Personal data**" shall mean any information of any type, irrespective of the type of medium involved, including sound and image, relating to an identified or identifiable natural person.

"**Professional Services**" means the non-exclusive information technology related consulting, training, development, implementation or customization services and/or advice to be provided by OutSystems to the Customer on a time and materials or fixed price basis as detailed and as specified on the applicable Order. Professional Services do not include the provision of the Support and Updates services included in a Subscription.

"**Software**" means the OutSystems software, including its updates, upgrades, platform as a service, documentation, a description of which is set out at http://www.outsystems.com/learn/

"**Subscription**" means the joint provision of Software licenses and Support and Updates services as detailed in the applicable Order.

"**Subscription Term**" refers to the period of time for which Customer has acquired the Subscription from OutSystems, as defined in the applicable Order.

"**Support and Updates**" means any Software support and updates services provided by OutSystems as detailed at www.outsystems.com/goto/outsystems-support-terms

2 SUBSCRIPTION

2.1 Subscription. Pursuant to the execution of an Order and subject to the terms and conditions of this Agreement and to Customer's payment obligations, OutSystems will provide the Subscription to Customer. Customer may order multiple Subscriptions by executing additional Orders.

2.2 Subscription Term. Subscription ordered by Customer commence on the start date defined in the applicable Order and shall continue in effect for the Subscription Term specified therein. Except as otherwise specified in the applicable Order, all Subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term.

2.3 Upgrades. If a New Software Version is released during Subscription Term, and Customer has paid the fees, the New Software Version will be made available by OutSystems to the Customer.

3 LICENSE

3.1 License. Subject to the terms of this Agreement, during the Subscription Term, OutSystems hereby grants Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Software during the Subscription Term, subject to the specifications and limitations set forth in the applicable Order. If Customer has ordered a copy of the Software for download and installation on-premises as part of a Subscription, OutSystems also grants Customer a) the right to install the Software in its own servers, during the Subscription Term, and b) the right to make one (1) copy of the Software solely for back-up purposes. OutSystems further grants Customer the right to make copies of the documentation solely for Customer's internal business purposes. OutSystems retains all rights not expressly granted to Customer in this Agreement.

3.2 Usage Limits. The Software licensed under a Subscription is subject to usage limits, including the quantities specified in the respective Order.

3.3 Restrictions of Use. Unless otherwise authorized under this Agreement, Customer may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Software or the Professional Services or any interest in them to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Subscription in whole or in part by any third party without OutSystems' prior written consent; **(iii)** install or use the Software in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Software **(iv)** modify, translate, adapt or create derivative works based on the Software; **(v)** export or re-export the Software or any derivative work thereof; **(v)** remove or modify any Software markings or any notice of OutSystems' proprietary rights; **(vii)** use the Software to develop, test, host or run and operate applications on behalf of third-parties to this Agreement, without OutSystems' prior written consent; **(viii)** use the Software to provide third party training; **(ix)** disclose results of any subscription benchmark tests to any third party without OutSystems' prior written consent; **(x)** use the Software in any way that is contrary to the terms and conditions of this Agreement; or **(xi)** use the Software for any unlawful purposes. Except to the extent expressly permitted by this Agreement or applicable law, and to the extent that OutSystems is not permitted by that applicable law to exclude or limit the following rights, Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part.

3.4 Manner of use. Subject to the terms of this Agreement, including the specifications and limitations set forth in the applicable Order, Customer agrees not to use or permit use of the Software to display, store, process or transmit any Content, that may **(i)** menace or harass any person or cause damage or injury to any person or property, **(ii)** involve the publication of any material that is false, defamatory, harassing or obscene, **(iii)** violate privacy rights or promote bigotry, racism, hatred or harm, **(iv)** constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; **(v)** constitute an infringement of intellectual property or other proprietary rights, or **(vi)** otherwise violate applicable laws, ordinances or regulations. If OutSystems receives information that Customer is in violation of any of the foregoing restrictions, OutSystems will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, OutSystems reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. OutSystems shall have no liability to Customer in the event that OutSystems takes such action.

3.5 Customer's Content and Applications. As necessary for OutSystems to provide Customer with the Support and Updates and limited to such purpose only, Customer hereby grants to OutSystems the right and a license to host, copy, transmit and display Customer's Content and Applications in accordance with this Agreement during the Subscription Term, plus any additional post-termination period during which OutSystems provides Customer with access to retrieve an export file of Customer's Content and Applications.

4 PROFESSIONAL SERVICES

4.1 Scope. Upon request and the execution of an Order, OutSystems shall provide Professional Services to Customer.

4.2 Expenses. In addition to any and all fees in the applicable Order, Customer will reimburse OutSystems for all reasonable costs and expenses related to the provision of the Professional Services, including travel, lodging and per diem fees ("**Expenses**") incurred by OutSystems in connection with the performance of the Professional Services. Expenses shall be invoiced by OutSystems as stated in the Order and paid by Customer in accordance with the terms of the Agreement.

4.3 Changes. Any changes or additions to the Professional Services, including scope, Fees and/or Expenses will only be valid if agreed in writing and executed by both Parties.

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4.4 Cooperation. Customer will cooperate reasonably and in good faith with OutSystems in the execution of the Professional Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable OutSystems to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to OutSystems' reasonable inquiries related to the Professional Services; (iv) actively participating in relevant scheduled meetings; (iv) providing information, data and feedback that is complete, accurate and timely in all material respects.

4.5 Acceptance Criteria. Upon completion of each Deliverable or the conclusion of a milestone, OutSystems will: (i) submit a complete copy of the Deliverable to Customer; and (ii) demonstrate and test its functionality in accordance with the applicable Order. If agreed in the applicable Order, the Deliverables may be subject to acceptance tests to be defined and executed by Customer to verify that they satisfy the agreed specifications set forth in the applicable Order as mutually agreed upon by the Parties ("**Acceptance Criteria**"), for such Deliverable. Upon delivery of a Deliverable, in the absence of any notice from Customer within the time agreed in the applicable Order, the Deliverable shall be deemed accepted

4.6 Provision of Professional Services to Third Parties. OutSystems is in the business of providing products and consulting services to third parties which are or may be substantially similar to the Deliverables being developed for Customer. OutSystems is free to use all of OutSystems' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by OutSystems prior to, or acquired, developed, or refined by OutSystems ("Residual Knowledge"). It is not the intent of this Agreement to prevent OutSystems from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that OutSystems does not use or disclose Customer's Content or Personal Data. Such retention of Residual Knowledge shall be unaided and unintentional.

5 FEES AND PAYMENT TERMS

5.1 Fees. Customer will pay to OutSystems, without deduction, the fees set forth in the applicable Order. Fees listed in an Order are exclusive of all applicable sales taxes. Customer will pay or reimburse OutSystems for all applicable taxes, duties, or any similar assessments imposed by applicable law incurred on the Order (except for OutSystems' income taxes) and such taxes, duties, or any similar assessments shall be charged at the appropriate rate by OutSystems in addition to its stated fees and shall be shown separately on the relevant invoice.

5.2 Payment. All fees herein are payable to OutSystems, and due within the term and in accordance with the currency defined in the applicable Order. Except as otherwise stated in this Agreement, all orders are non-cancelable and, upon payment, all payments are non-refundable.

5.3 Overdue Payments. Undisputed overdue payments shall bear interest at the lesser of 1% per month or the maximum rate allowed under applicable law. Customer acknowledges and accepts that the non-payment of any undisputed fees within the term defined in the applicable Order constitutes a material breach of this Agreement and that OutSystems shall have the right to: **(i)** upon 30 (thirty) days prior written notice, suspend Customer's right to access or use any portion or all of the Software and/or the Professional Services until all such due and undisputed amounts and respective interest have been paid and/or **(ii)** exercise its right to terminate the Agreement under Section 8 ("Term and Termination").

6 INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

6.1 OutSystems' Intellectual Property. Customer acknowledges and agrees that all Intellectual Property Rights in and to the Software and Professional Services are owned by OutSystems and shall, notwithstanding the terms of this Agreement, remain vested in OutSystems. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Software. All rights not expressly granted by OutSystems herein are reserved.

6.2 Customer's Intellectual Property. OutSystems acknowledges and agrees that all Intellectual Property Rights in and to the Customer's developed Application are owned by Customer and shall, notwithstanding the terms of this Agreement, remain vested in Customer. Unless otherwise expressly provided in this Agreement, OutSystems shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in Customer's developed Application. Subject to the terms and conditions of this Agreement (including the payment of all agreed fees and Expenses) Customer shall also own all Intellectual Property Rights in the Deliverable.

7 CONFIDENTIALITY

7.1 Use and Disclosure. During this Agreement and for a period of 3 years following its termination, each Party shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except the Party's employees, agents or contractors who have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of the other Party. Each Party agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement.

7.2 Permitted Disclosures. Either Party may disclose Confidential Information of the other Party either: **(i)** in response to a valid order by a court or other governmental or regulatory body, or **(ii)** as otherwise required by law, or **(iii)** as necessary to establish the rights of either Party under this Agreement. Disclosing Party will promptly give notice to the receiving Party of such compelled disclosure and allows receiving Party to object or to seek a protective order, to the extent legally permitted.

7.3 Non-Confidential Information. The Parties shall not be obligated under this Section 7 ("Confidentiality") with respect to Confidential Information that: **(i)** is or becomes a part of the public domain through no act or omission of the receiving Party; **(ii)** was in the receiving Party's lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; **(iii)** is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure; or **(iv)** is independently developed by the receiving Party without access to the Confidential Information.

7.4 Destruction or Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify it in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof.

8 TERM AND TERMINATION

8.1 Term of Agreement. Unless earlier terminated pursuant Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency"), this Agreement commences on the Effective Date and continues in force until all Orders executed in accordance with this Agreement have expired or been terminated.

8.2 Termination for Cause. Either Party will have the right to terminate this Agreement immediately upon written notice at any time if the other Party is in material breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within 30 days after written notice of the breach.

8.3 Termination for Insolvency. Either Party may terminate the Agreement immediately if the other Party becomes insolvent and the entity licensed and authorised by the applicable law to act in relation to such insolvent Party does not personally guarantee the future payment of any due Fees.

8.4 Effect of Termination. **(i) Access**. Upon termination, the Subscription shall be automatically canceled and Customer shall no longer have access to the Software, or to the Application of the terminated Subscription. **(ii) Detachment of Customer's Applications**. Subject to the payment of any due fees payable under the Agreement, Customer is entitled to the detachment of a copy of a set of its Applications ("**Detachment**") in source code format within 30 days of the Agreements' effective date of termination. Upon conclusion of the Detachment, either Party will proceed with the subsequent de-installation and/or destruction of that Software. **(iii) Fees**. If OutSystems terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency"), OutSystems shall invoice Customer all amounts that have accrued for the terminated items prior to such termination, which were not previously invoiced, as well as all sums remaining unpaid under this Agreement. Customer will pay such invoices in accordance with the terms of this Agreement. In the event Customer terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency") above, OutSystems shall refund Customer any prepaid fees covering the remainder of the Subscription Term of any Subscription in effect, from the effective date of termination (amortized on a straight line basis). In no event will termination relieve Customer of the obligation to pay any Fees due to OutSystems under this Agreement. **(iv) Damages.** Neither Party is liable to the other Party for any damages incurred by the other Party or any third parties as a result of the termination in conformity with this Section 8 ("Term and Termination"). **(v) Other Remedies.** Termination or expiration is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8.5 Post-Termination Assistance. During the 30 (thirty) days following termination and subject to the payment of all Fees owed under the Agreement, OutSystems will make Customer's Content available for export and download by Customer.

9 WARRANTIES

9.1 OutSystems Warranties. OutSystems represents and warrants that **(i)** OutSystems has all necessary rights to grant the licenses provided herein; (ii) upon delivery, the Software shall operate in compliance with the documentation; **(ii)** upon delivery, the Software shall work with the hardware and third party software required, recommended or authorized by OutSystems; **(iii)** the Support and the Professional Services will be performed in a professional and workmanlike manner. In the event of a breach of the foregoing warranties, OutSystems shall, as its sole obligation and Customer's sole remedy, re-perform the applicable Professional Services.

9.2 DISCLAIMER OF WARRANTIES. OUTSYSTEMS DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CONTENT. EXCEPT AS SET FORTH IN SECTION 9.1 ("OUTSYSTEMS WARRANTIES"), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUTSYSTEMS PROVIDES THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, AND DELIVERABLES "AS IS", WITHOUT

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WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER CONTENT AND APPLICATIONS.

10 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. OUTSYSTEMS WILL NOT BE LIABLE FOR: **(A)** CUSTOMER'S INABILITY TO USE THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES, INCLUDING AS A RESULT OF ANY **(I)** TERMINATION OR SUSPENSION OF SUBSCRIPTION OR, **(II)** ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE AND/OR THE PROFESSIONAL SERVICES AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; OR **(B)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PROFESSIONAL SERVICES; OR **(C)** ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT; OR **(D)** ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT DUE TO CUSTOMER'S NEGLIGENCE AND OR MISCONDUCT; OR **(E)** ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF ANY THIRD PARTY OR RESELLER SOFTWARE LICENSE AND / OR RELATED PROFESSIONAL SERVICES. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, OUTSYSTEMS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY OUTSYSTEMS' GROSS NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO OUTSYSTEMS UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND OUTSYSTEMS. OUTSYSTEMS' FEES FOR THE SUBSCRIPTION REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11 GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, including addendums (if any) and Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by duly authorized representatives of both Parties. In the case of conflicts, discrepancies, errors or omissions among the Agreement/Addendum and the Order, the documents and amendments to them shall take precedence and govern in the following order: (a) Order; (b) Agreement; and (c) addendum (if any).

11.2 Governing law and jurisdiction. Contracting OutSystems Company, governing law and jurisdiction. The applicable OutSystems entity with which Customer is contracting under this Agreement, to whom Customer should direct notices under this Agreement, the governing law applicable to this Agreement, including any lawsuit or disputes arising out of or in connection with it, without giving effect to any choice or conflict of law provision or rule, and which courts can adjudicate any such lawsuit, shall be determined based on where Customer has its registered offices, as defined at www.outsystems.com/legal/governing-law-jurisdiction.

11.3 Export Laws. Customer agrees that the applicable export and import laws govern Customer's use of the Software, including related documentation. Customer agrees that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

11.4 Usage Data. The Parties hereby agree that OutSystems and its Affiliates may collect and use data related with the use of the Software by Customer ("**Usage Data**"), solely for statistical purposes and for compliance audits. The confidentiality obligation set forth in clause 7 ("Confidentiality") of this Agreement shall apply hereto. The Customer shall have the right to cancel the collection of Usage Data at all times during the execution of this Agreement by providing written notice to OutSystems.

11.5 Personal Data. In the event OutSystems has access to information relating to an identified or identifiable natural person through the execution of this Agreement ("Personal Data"), it shall act as Customer's data processor for the processing thereof. OutSystems shall process any Personal Data at all times in full compliance with the applicable data protection laws and in accordance with the data processing agreement as defined at www.outsystems.com/legal/master-subscription-agreement/data-processing-addendum.

11.6 Notices. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): (i) by email to legal@outsystems.com or (ii) by registered mail. Unless otherwise provided herein, all Notices will be deemed effective on the date of receipt (or if delivery is refused, the date of such refusal) if delivered by registered mail and at 9.00 am of the next business day after the date of the transmission by email. Notices hereunder will be sent to the contact and addresses set forth in the signatures sections of this Agreement and/or in the applicable Order. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner herein provided. Notices shall be written in English language.

11.7 Relationship of Parties. The Parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

11.8 Assignment. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. Notwithstanding, OutSystems may assign or transfer this Agreement to its Affiliate or as a result of a merger or a sale of all or a substantial part of its assets. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions, as well as the existing Orders shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto. Notwithstanding the foregoing, if a Party is acquired by, sells a substantial part of its assets, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice.

11.9 Non-Solicitation. During the term of this Agreement and for a period of 6 months thereafter, neither Party shall, either directly or indirectly, solicit the employment of or hire any of the employees of the other Party, including the hiring of personnel in response to a general solicitation of employment directed to the public. This promise shall be construed as an agreement independent, yet ancillary, of any other provision of this Agreement.

11.10 Severability. If any provision of this Agreement is unlawful, void or for any reason declared unenforceable by any court of competent jurisdiction, that provision shall be deemed severable from, and shall in no way effect the validity or enforceability of, the remaining provisions.

11.11 Force Majeure. No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

11.12 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The Parties hereby agree that this Agreement may be delivered by electronic signature (e.g. Docusign, in portable data format – PDF - or in any other digital mean of identifying that party's identity and approval of the counterpart) by any or both Parties in which case all Parties agree to rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to, and they waive any potential right or claim against the validity of this Agreement on the basis of its electronic signature.

11.13 No Amendments or Waivers of Rights. No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by duly authorized representatives of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

11.14 Survival. Clauses and / or sections 3.3 ("Restrictions of Use"), 6 ("Intellectual Property Rights, Ownership and Title"), 7 ("Confidentiality"), 8.4 ("Effect of Termination"), 8.5 ("Post-Termination Assistance"), 9.2 ("Disclaimer of Warranties"),10 ("Limitation of Liability"), and 11 ("General Provisions") of this Agreement shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this Agreement, shall also remain in force after termination date.

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