FIREHYDRANT, INC.

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this "**Agreement**") governs the use of the Services (as defined below), and is entered into between FireHydrant, Inc. ("**FireHydrant**") and Customer (as defined below).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SERVICE ORDER OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, BY USING (OR MAKING ANY PAYMENT FOR) ANY OF THE SERVICES, OR BY OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (1) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT ("**CUSTOMER**"); AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICES.

The parties agree as follows:

1.   Definitions.

A.   "**Aggregated Data**" means data relating to the Services or FireHydrant's other products and services that is aggregated in such a way that it is not associated with Customer.

B.   "**Applicable Law**" means all international, federal, state, provincial, and local laws, rules, regulations, binding regulatory guidance, directives, and governmental requirements applicable to the Services, or each party's performance under this Agreement.

C.   "**Authorized Users**" means employees and contractors of Customer for whom Customer has paid all applicable fees to permit them to access and use the Services.

D.   "**Beta Features**" means any features of the FireHydrant Platform or Software that classified as "beta" and that are made available to Customer.

E.   "**Confidential Information**" means information that either party ("**Discloser**") discloses to the other party ("**Recipient**") under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. "Confidential Information" does not include information that Recipient can document: (1) is independently developed by Recipient; (2) is rightfully given to Recipient by a third party without confidentiality obligations; or (3) becomes public through no fault of Recipient. The FireHydrant Platform, Software, Documentation, and Aggregated Data are FireHydrant's Confidential Information. The Customer Data is Customer's Confidential Information.

F.   "**Customer Data**" means: (1) non-public data uploaded by Customer to the Services; and (2) data collected by the Software installed on Customer Systems and transmitted to FireHydrant. "Customer Data" does not include Aggregated Data, even if such Aggregated Data was generated based on, or was otherwise derived from, Customer Data.

G.   "**Customer Systems**" means all computer systems, computer networks, servers, cloud services, workstations, devices, and equipment owned by, or operated on behalf of, Customer.

H.   "**Documentation**" means FireHydrant-provided user documentation, in all forms, relating to the Services and Software (e.g., user manuals and online help files).

I.   "**FireHydrant Platform**" means FireHydrant's web-based software platform that enables Authorized Users to monitor and respond to incidents affecting Customer's products and services (including site outages and data security incidents), including any Beta Features.

J.   "**Intellectual Property Rights**" means all patent rights (including utility models), copyrights, moral rights, trademark and service mark rights, trade secret rights, and any other similar proprietary or intellectual property rights (registered or unregistered) throughout the world, together with

all applications for any of the foregoing.

K.   "**Order Term**" means the Service Order term length specified in the applicable Service Order.

L.   "**Privacy Policy**" means FireHydrant's Privacy Policy (currently located at https://www.firehydrant.io/privacy-policy), as it may be amended or moved from time to time.

M.   "**Service Limitations**" means any limitations on Customer's use of the FireHydrant Platform specified in a Service Order, including number of Authorized Users.

N.   "**Service Order**" means an ordering document or online order specifying the Services to be provided under this Agreement that is entered into between Customer and FireHydrant, including any addenda and supplements thereto.

O.   "**Services**" means FireHydrant's provision of: (1) the FireHydrant Platform; (2) the Software; (3) the Support Services (as defined below); and (4) any other services set forth in the applicable Service Orders.

P.   "**Software**" means the software provided to Customer in object code form and installed by or on behalf of Customer on Customer Systems, as further described in the applicable Service Order. "Software" includes: (1) any new features or enhancements that FireHydrant makes generally available to its customers, and (2) any Beta Features of the Software.

2.   **Provision of the Services.**

A.   *Service Orders*. Each Service Order is governed by, and hereby incorporated into, this Agreement. If there is a conflict between this Agreement and a Service Order, this Agreement will control unless the Service Order expressly states that a specific provision of this Agreement will be superseded by a specific provision of the Service Order.

B.   *FireHydrant Platform*. Subject to Customer's payment of all fees and compliance with this Agreement, FireHydrant grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicenseable right during the Order Term to use the FireHydrant Platform by and through its Authorized Users in support of Customer's business operations and in accordance with any Service Limitations.

C.   *Software*. Subject to Customer's payment of all fees and compliance with this Agreement, FireHydrant grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicenseable license during the Order Term to: (1) download and install one copy of the Software on Customer Systems; (2) use the Software solely for Customer's internal business operations; and (3) make a reasonable number of copies of the Software solely for testing, backup, or archival purposes.

D.   *Documentation*. Subject to Customer's payment of all fees and compliance with this Agreement, FireHydrant grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicenseable license during the Order Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Customer's authorized use of the Services.

E.   *Third-Party Licenses*. The Software may include software or other materials that are owned by individuals other than FireHydrant and that are provided to Customer on terms that are in addition to those contained in this Agreement ("**Third-Party Licenses**"). By using the Software, Customer agrees to be bound by and shall comply with all Third-Party Licenses. Any breach by Customer or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

F.   *Support Services*. Subject to Customer's payment of all fees and compliance with this Agreement, FireHydrant shall provide support relating to usage of the Services via its support email (support@firehydrant.io), Monday – Friday from 9:00am – 5:00pm ET, with the exclusion of FireHydrant's standard observed company holidays (the "**Support Services**").

G.   *Subcontractors*. FireHydrant may use subcontractors or other third parties to perform its obligations under this Agreement, but FireHydrant will remain responsible for all such obligations.

3. **Restrictions and Responsibilities.**

    A. ***Restrictions***. Except as may be expressly permitted by Applicable Law, Customer may not: (1) rent, lease, or otherwise permit third parties to use the FireHydrant Platform, Software, or Documentation; (2) use the FireHydrant Platform, Software, or Documentation to provide services to third parties (e.g., as a service bureau); (3) use the FireHydrant Platform or Software in any way that would violate the Service Limitations or this Agreement; (4) circumvent or disable any security or other technological features or measures of the FireHydrant Platform or Software; (5) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the FireHydrant Platform or Software; (6) modify, translate, or create derivative works based on the FireHydrant Platform, Software, or Documentation; or (7) remove any proprietary notices or labels from the FireHydrant Platform, Software, or Documentation.

    B. ***Authorized Users; Accounts.*** Customer is responsible and liable for all actions and inactions by its Authorized Users or by any other person or entity to whom Customer or an Authorized User may, directly or indirectly, provide access to or permit to use the FireHydrant Platform, Software, or Documentation; in each case, as if such action or inaction were an action or inaction of Customer. As part of the registration process, Customer will identify an administrative username and password for Customer's FireHydrant Platform account. FireHydrant may refuse registration of, or cancel, usernames or passwords it deems inappropriate. Customer represents and warrants that all registration information Customer provides is truthful, accurate, and complete, and that Customer will maintain the accuracy of such information. Customer is responsible for maintaining control over Customer's account, including the confidentiality of Customer's username and password, and is responsible for all activities that occur on or through Customer's account and all Authorized Users' accounts, whether authorized by Customer or not.

    C. ***Security Features***. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is not expressly permitted under this Agreement. Customer shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any of those copy protection or security features.

    D. ***Equipment***. Customer is responsible for obtaining and maintaining the Customer Systems and any equipment or ancillary services needed to connect to, access, or otherwise use the FireHydrant Platform, including modems, hardware, servers, software, operating systems, networking equipment, and web servers. Customer is responsible for maintaining the security of such equipment. FireHydrant is not responsible for any issues or delays in Services caused by the failure of any such equipment.

4. **Customer Data.**

    A. ***License***. Customer hereby grants FireHydrant a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully-paid license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data, in whole or in part, in any and all media or distribution methods (now known or later developed) for the purposes of: (1) providing and supporting the Services; (2) generating or creating Aggregated Data; (3) understanding and analyzing usage trends and preferences; (4) monitoring and analyzing the effectiveness of the Services; (5) improving the Services and developing new products, services, features, and functionality; and (6) any other use consistent with the Privacy Policy.

    B. ***Collection of Data***. FireHydrant may collect and analyze Customer Data and other information relating to the provision, use, and performance of various aspects of the FireHydrant Platform and related systems and technologies (including Aggregated Data and information provided by third-party analytical tools). FireHydrant may analyze, copy, process, collect, and/or reproduce Customer Data for the purpose of complying with a regulatory inquiry or judicial action of a governmental body. FireHydrant shall: (1) use reasonable efforts to limit the use and/or disclosure of Customer Data to what is required by the scope of the inquiry or action; and (2) notify Customer, to the extent permitted by the inquiry or action, of the disclosure of Customer Data.

    C. ***Backups***. In the ordinary course of its business, FireHydrant performs back-ups of Customer Data; however, FireHydrant is not responsible for performing, and is not liable for any failure to

perform, any back-up of any Customer Data.

D. ***Privacy Policy***. Customer hereby consents to the Privacy Policy, which is incorporated into this Agreement by reference.

5. **Ownership.**

A. ***FireHydrant IP***. FireHydrant and its licensors own the FireHydrant Platform, Software, Documentation, and Aggregated Data, including all Intellectual Property Rights in or associated with the foregoing (the "**FireHydrant IP**"). The FireHydrant IP is protected by copyright law and other Applicable Law. No ownership rights in the FireHydrant IP are transferred to Customer by this Agreement. Customer does not have any rights in or to the FireHydrant IP except for the limited express rights granted in this Agreement.

B. ***Customer Data***. Customer owns all right, title, and interest in and to the Customer Data. No ownership rights in the Customer Data are transferred to FireHydrant. FireHydrant does not have any rights to the Customer Data except for the limited express rights granted in this Agreement.

C. ***Feedback***. If Customer gives FireHydrant feedback, comments, or suggestions concerning the FireHydrant Platform, Software, Documentation, Aggregated Data, or Services (collectively, "**Feedback**"), Customer hereby assigns to FireHydrant all right, title, and interest in and to the Feedback, and FireHydrant is free to use the Feedback without payment, attribution, or restriction.

6. **Optional Third-Party Services.**

A. ***Generally***. FireHydrant or third parties may make available third-party products or services, including integrations and other services ("**Third-Party Services**") that Customer may elect to use. Any election by Customer to use such Third-Party Services and any exchange of data between Customer and any Third-Party Service or Third-Party Service provider is solely between Customer and the applicable third-party provider. FireHydrant does not warrant or provide support for Third-Party Services, whether or not they are designated by FireHydrant as "recommended," "certified," or otherwise.

B. ***Customer Data***. If Customer elects to use any Third-Party Services with the FireHydrant Platform, Customer grants FireHydrant permission to allow the Third-Party Service and its provider to access Customer Data as required for the interoperation of that Third-Party Service with the FireHydrant Platform. FireHydrant is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such Third-Party Service or its provider. Customer is responsible for directly negotiating any limits on the use of Customer Data by the Third-Party Services directly with the Third-Party Service provider.

C. ***Interoperability***. The FireHydrant Platform may contain features designed to interoperate with Third-Party Services. To use such features, Customer may be required to obtain access to such Third-Party Services from their providers, and may be required to grant FireHydrant access to Customer's accounts on such Third-Party Services. FireHydrant cannot guarantee the continued availability of such FireHydrant Platform features, and may cease providing them without providing Customer any refund, credit, or other compensation, including if the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding FireHydrant Platform features in a manner acceptable to FireHydrant.

7. **Confidentiality.** Each party as Recipient shall take reasonable precautions to protect Discloser's Confidential Information, and not to use (except as expressly permitted in this Agreement) or divulge to any third person any such Confidential Information. The foregoing shall not apply with respect to any Confidential Information after five years following the disclosure thereof (or, with respect to trade secrets, for so long as such Confidential Information constitutes a trade secret under Applicable Law), or any Confidential Information that is required to be disclosed by Applicable Law.

8. **Fees and Payment.**

A. ***Fees and Payment.***

(1) Customer shall pay FireHydrant all fees described in all Service Orders in accordance with the terms therein (the "**Fees**"). FireHydrant may change the Fees or applicable charges

or institute new charges and Fees at the end of the initial Order Term or then-current renewal Order Term, upon 30 days' prior notice to Customer (which may be sent by email). If Customer believes that FireHydrant has billed Customer incorrectly, Customer must contact FireHydrant no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to FireHydrant's customer support department.

(2) Unless otherwise specified in a Service Order, full payment is due 30 days after the date of the applicable invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum amount permitted by Applicable Law, whichever is lower, plus all expenses of collection, and may result in immediate termination of access to the FireHydrant Platform.

B. ***Taxes***. Other than federal and state net income taxes imposed on FireHydrant, Customer shall bear all taxes, duties, and other governmental charges relating to the Services.

9. **Term and Termination.**

A. ***Term***. The term of this Agreement will commence on the effective date of the first Service Order between the parties and will continue until terminated in accordance with this Agreement (the "**Term**").

B. ***Termination for Convenience***. If there are no outstanding Service Orders, either party may terminate this Agreement for any reason upon 30 days' prior written notice to the other. Neither party may terminate a Service Order once it has been executed, other than by mutual consent or termination of this Agreement for material breach as set forth below.

C. ***Termination for Breach or Insolvency***. Either party may terminate this Agreement or a Service Order, effective upon written notice to the other party, if the other party materially breaches this Agreement or a Service Order and such breach is incapable of cure, or (if such breach capable of cure) the breaching party does not cure such breach within 30 days of receiving notice of it. FireHydrant may terminate or suspend this Agreement or any part of it immediately upon written notice to Customer without a cure period if Customer breaches any of the terms of this Agreement relating to FireHydrant's Intellectual Property Rights or FireHydrant's Confidential Information. FireHydrant may terminate this Agreement, effective immediately upon written notice, if Customer files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

D. ***Effect of Termination***. Expiration or termination of this Agreement will automatically terminate all active Service Orders, but termination of a single Service Order will not result in termination of this Agreement or any other Service Orders. Upon the expiration or termination of this Agreement or a Service Order all rights and licenses granted by FireHydrant to Customer under this Agreement or the applicable Service Order will terminate. Either party's termination of this Agreement is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating this Agreement in accordance with its terms.

E. ***Post-Termination Obligations.*** Upon any expiration or termination of this Agreement, FireHydrant shall make all Customer Data then held by FireHydrant available to Customer for electronic retrieval for a period of 30 days. After such period, FireHydrant may, but is not obligated to, delete any stored Customer Data. If Customer terminates this Agreement for material breach, Customer shall pay in full for any terminated Service Orders up to and including the last day on which access to the Services are provided. If this Agreement expires or is terminated for any other reason: (1) FireHydrant will not refund Customer any Fees paid in advance of such expiration or termination; and (2) within ten days after such expiration or termination, Customer shall pay FireHydrant all remaining Fees owed under any terminated Service Orders so that FireHydrant is paid the full annual amount agreed to at the commencement of such Order Term. The following sections of this Agreement will survive any expiration or termination of this Agreement: 1, 2.A, 2.E, 2.G, 3, 4, 5, 7, 9.D, 9.E, and 10–13.

10.   Warranties and Disclaimer.

A.   *Mutual Warranties*. Each party represents and warrants to the other that: (1) this Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (2) no authorization or approval from any third party is required in connection with the execution, delivery, or performance of this Agreement by the executing party; and (3) the execution, delivery, and performance of this Agreement by the executing party do not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

B.   *FireHydrant Warranty*. FireHydrant represents and warrants to Customer during the applicable Order Term that: (1) FireHydrant will provide the Services in a good and workmanlike manner; and (2) the Software (excluding Beta Features) will operate in all material respects in accordance with the applicable Documentation.

C.   *Customer Warranty.* Customer represents and warrants to FireHydrant that: (1) Customer owns the Customer Data, or has the necessary licenses, rights, consents, and permissions to authorize FireHydrant to use the Customer Data in accordance with this Agreement; (2) Customer Data and the use of Customer Data as contemplated by this Agreement does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any Intellectual Property Right; (b) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (c) cause FireHydrant to violate any law or regulation; and (3) Customer will use the FireHydrant Platform and Software in compliance with the Documentation, any instructions provided by FireHydrant, and Applicable Law. FireHydrant may monitor Customer's use of the FireHydrant Platform and may prohibit any use of the FireHydrant Platform it believes may be in violation of the foregoing warranties or Applicable Law.

D.   *Disclaimer.* EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THIS SECTION 10 (WARRANTIES AND DISCLAIMER), FIREHYDRANT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FIREHYDRANT PLATFORM, SOFTWARE, DOCUMENTATION, AGGREGATED DATA, SERVICES, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE FIREHYDRANT PLATFORM, SOFTWARE, AND DOCUMENTATION ARE PROVIDED "AS IS." FIREHYDRANT DOES NOT WARRANT THAT THE FIREHYDRANT PLATFORM, SOFTWARE, DOCUMENTATION, OR SERVICES WILL SATISFY CUSTOMER'S REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. Some jurisdictions do not allow the exclusion or limitation of warranties, so that limitation or exclusion may not apply to Customer.

E.   *Beta Features*. FireHydrant may make Beta Features available to Customer. FireHydrant makes no representations that any Beta Features will be made generally available and FireHydrant may discontinue or modify any Beta Feature without notice. Beta Features are provided "AS IS," and Customer's use of a Beta Feature is at Customer's sole risk.

11.   Customer Indemnification.

A.   *Defense*. Customer shall defend FireHydrant from any actual or threatened third-party claim, proceeding, or suit (each, a "**Claim**") arising out of or based on Customer's breach of Section 10 (Warranties and Disclaimer) if: (1) FireHydrant gives Customer prompt written notice of the Claim; (2) FireHydrant grants Customer full and complete control over the defense and settlement of the Claim; (3) FireHydrant provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request; and (4) FireHydrant complies with any settlement or court order made in connection with the Claim. Customer shall not defend or settle any Claim without FireHydrant's prior written consent. FireHydrant may participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense of the Claim.

B.   *Indemnification*. Customer shall indemnify FireHydrant from and pay: (1) all damages, costs, and attorneys' fees finally awarded against FireHydrant in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by FireHydrant in connection with the defense of a Claim (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of the Claim); and (3) all amounts that Customer agrees to pay to any third party to settle any

Claim.

12. Limitations of Liability.

A. **EXCLUSION OF DAMAGES**. FIREHYDRANT WILL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF FIREHYDRANT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. **DAMAGES CAP**. FIREHYDRANT'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FIREHYDRANT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

C. **BASIS OF THE BARGAIN**. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY FIREHYDRANT TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 12 (LIMITATIONS OF LIABILITY) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

D. **Applicability**. Some jurisdictions do not allow the exclusion or limitation of damages. This Section 12 (Limitations of Liability) will apply to Customer solely to the extent permitted by Applicable Law.

13. General.

A. **Compliance with Applicable Law**. Customer shall comply with all Applicable Law in connection with Customer's activities under this Agreement, including applicable export laws. It is Customer's responsibility to obtain any required licenses to export and re-export the Software. The Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer shall not acquire for, ship, transfer, or re-export the Software, directly or indirectly, to proscribed or embargoed countries or their nationals or persons on the Table of Denial Orders, the Entity List, or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

B. **Publicity**. FireHydrant may publicly list Customer as a customer of FireHydrant and use Customer's trademark, trade name, and logo for marketing or promotional purposes and in other communications with existing or potential FireHydrant customers, resellers, or investors.

C. **Governing Law**. This Agreement is governed by New York law without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All claims arising under this Agreement will be litigated exclusively in the federal or state courts of New York County, New York. The parties submit to the jurisdiction in those courts.

D. **Injunctive Relief**. If either party breaches Sections 5 (Ownership) or 7 (Confidentiality), the other party may suffer irreparable harm, and monetary damages may be inadequate to compensate the non-breaching party. Accordingly, either party may, in addition to any other remedies available to it at law or in equity, seek injunctive or other equitable relief in response to any such breach.

E. **Further Assurances**. Each party shall execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in this Agreement.

F. **Attorneys' Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

G. **Assignment**. Customer may not assign this Agreement or delegate its performance without FireHydrant's prior written consent, and any attempt to do so is void. FireHydrant may assign this Agreement or delegate its performance without Customer's consent. This Agreement is binding upon and

inures to the benefit of the parties' permitted successors and assigns.

H. ***Severability***. If any provision of this Agreement or portion of a provision is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

I. ***No Waiver***. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

J. ***Entire Agreement***. This Agreement (including the Privacy Policy and any Service Orders) constitutes the entire agreement and supersedes any other agreement of the parties relating to its subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of the Agreement.

K. ***Amendment***. This Agreement may only be amended in a writing signed by both parties and stating that it is amending this Agreement.

L. ***U.S. Government Restricted Rights***. The Software is "commercial computer software," as that term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights in the FireHydrant Platform, Software, and Documentation as are granted to all other end users under license, in accordance with: (1) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors; or (2) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

M. ***Nature of Rights***. The licenses granted under this Agreement are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "**Code**"). Each party as licensee shall have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.

N. ***Relationship***. The parties are independent contractors of each other. Each party is responsible for instructing and managing its employees and personnel. This Agreement does not create any agency, partnership, or joint venture relationship between the parties.

O. ***No Third-Party Beneficiaries***. There are no third-party beneficiaries of this Agreement.

P. ***Notices***. All notices under this Agreement must be in writing, and will be considered given: (1) upon delivery, if delivered personally or by internationally-recognized courier service; or (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested).

Q. ***Force Majeure***. FireHydrant will not be liable for any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond FireHydrant's reasonable control, so long as FireHydrant uses reasonable efforts to avoid or remove those causes of delay or non-performance.

R. ***Interpretation***. If FireHydrant provides a translation of the English language version of this Agreement, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in this Agreement is for convenience only, and in no way defines or explains any section or provision. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation."