

TORII SaaS SUBSCRIPTION AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into by and between Torii Software, Inc. (if Customer is located within the United States) or Torii Labs Ltd. (if Customer is located outside the United States), together with its affiliates (hereinafter “**Torii**”), and the entity accepting this Agreement, as listed in the applicable Order Form (“**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”). This Agreement is effective upon the start date designated on the Order Form (the “**Effective Date**”). If you are entering into this Agreement on behalf of your organization, that organization is deemed to be the Customer and you represent that you have the power and authority to bind that organization to this Agreement.

1.Subscription. Subject to the terms and conditions of this Agreement and Customer’s ongoing compliance therewith, Torii hereby grants Customer a limited, non-exclusive, non-perpetual, non-sublicensable, non-transferable, subscription-based and fully revocable right to access and use the Torii application (the “**Application**”) for its internal business purposes. Torii may provide additional products or services in connection with the Service, including, but not limited to, support or professional services (the “**Additional Services**”), if and to the extent such services are specified in a duly executed Order Form pursuant to which Customer subscribes to the Application (the “**Order Form**”) or a separate Statement of Work duly executed between the Parties, and further subject to any additional terms contained therein. The Application, Additional Services, Torii’s application programming interfaces (the “**APIs**”), API integrations, and any current version of any general-availability release documentation made available to Customer in connection with its operation (“**Documentation**”), are collectively referred to herein as the “**Services**.”

2. Customer Account. The Application may only be used through an account maintained by Customer (the “**Account**”). The Account may be accessed solely by Customer’s Account Users (defined below). In creating an Account, Customer acknowledges and agrees Customer shall: (a) provide accurate and complete Account and login information and keep such information up to date; and (b) keep Account login details secure at all times and remain solely responsible and liable for all activity in Customer’s Account. In the event of unauthorized access to Customer’s Account, Customer (x) shall immediately notify Torii and take all reasonable steps to remediate such unauthorized access and (y) acknowledges and agrees that Torii may suspend Customer’s Account in connection with preventing further unauthorized access.

3. Users. In the context of Torii’s Application, a “**User**” is any person or entity identified by the Application as a result of their use and interaction with Customer’s business applications. “Users” include those persons expressly authorized by Customer to access Customer’s Account for the purpose of administering Customer’s Account, or who are otherwise granted access to the Account by Customer (for example, to access Customer’s application catalog) (the “**Account Users**”). Customer is and will remain fully responsible for any breach of this Agreement by its Users.

4. Fees and Payment. The provision of the Services is conditioned on Customer’s payment as per the payment terms set forth in the Order Form. All fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest at the rate of one and a half percent (1.5%) per month. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties (collectively, “**Taxes**”), and Customer is solely responsible for the payment of all Taxes related to the Services. To the extent required by applicable law, Torii may make its own determination with respect to the assessment of any applicable Taxes, based on the advice of its accountant, and include such assessment in the invoice issued to Customer.

5. Prohibited Uses. Except as specifically permitted herein, Customer must not, and shall not allow any of its Users and/or any third party to, directly or indirectly: (a) copy, modify, translate, patch, improve, alter, change, or create derivative works of or distribute any part of the Services (including by incorporation into its products) or any part thereof; (b) sell, license (or sub-license), give, rent, timeshare, disclose, publish, market, display, transmit, broadcast, transfer or distribute lease, assign, transfer, pledge, or share Customer's rights under this Agreement (including any portion of the Services) with any third party, or use the Service in any service bureau arrangement; (c) disclose the results of any testing or benchmarking of the Services to any third party; (d) disassemble, decompile, reverse engineer, decrypt or, attempt to derive the source code of the Service or any components thereof, or otherwise attempt to discover the Services' source code or underlying algorithms or interfere or attempt to interfere with security-related features of the Services; (e) use the Services in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights, or intellectual property rights; (f) remove or alter any trademarks or other proprietary notices related to the Services, or use Torii's trademarks, service marks and logos (collectively, "**Marks**"); (g) export, make available or use the Services in any manner prohibited by applicable laws (including without limitation export control laws, restrictions, national security controls, economic sanction laws, or regulations of the United States or other applicable foreign agency or authority); (h) use any robot, spider, scraper, or other automated means to access or monitor the Services for any purpose, and/or transmit any malicious code (e.g., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with Torii's Services; (i) use the Services if Customer is a competitor of Torii, and/or for competitive intelligence purposes, and/or to develop a competing service or product; and/or (j) use or access the Services in violation of Torii's acceptable use policies, this Agreement, Torii's Documentation, any terms and conditions of any Third-Party Service, or applicable law.

6. Customer Data.

6.1 As Torii provides the Services, Torii may process data provided by or on behalf of Customer or Users for processing by the Service, including, but not limited to, names and email addresses of Users and data relating to Customer's business applications (collectively, the "**Customer Data**"). As between Customer and Torii, such Customer Data is and will remain owned by Customer. Customer hereby grants to Torii and its Affiliates a non-exclusive, worldwide, royalty-free right to process Customer Data solely to the extent necessary to provide and improve the Services and perform all related obligations owed to Customer under this Agreement, or as may be required by law (including, without limitation, the transfer of such Customer Data by Torii to its affiliates, subsidiaries and subcontractors). Torii will implement and maintain administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Data from unauthorized access or use.

6.2 Customer hereby undertakes that to the extent the Customer Data includes any personal data (as defined by EU Regulation 2016/679 entitled "On the protection of natural persons with regard to the Processing of personal data and on the free movement of such data"), Customer has and will: (a) provide all appropriate notices to individuals, (b) have any and all necessary ongoing legal bases and consents to share such personal data with Torii, and (c) act in compliance with applicable privacy laws and data regulations. If applicable, the Data Processing Addendum available at www.toriihq.com/dpa is incorporated into and forms part of this Agreement. Notwithstanding anything to the contrary in this Agreement, Torii may use any personal data of Account Users that it collects or obtains in connection with the Services ("**Account User Information**") in accordance with its privacy notice which is available at <https://toriihq.com/privacy> or such other website as Torii may designate.

6.3 Notwithstanding anything to the contrary in this Agreement, Torii may use Customer Data and/or data deriving from Customer's or a User's interaction with the Services, including, without limitation,

metadata such as volumes, query logs, and Service performance data (collectively, “**Analytics Information**”), provided such data is anonymized, de-identified, and/or aggregated such that it could no longer identify Customer, Users, or any natural person. Customer acknowledges and agrees that Analytics Information is not Customer Data and may be used by Torii for any purpose, including to provide the Services, for development, and/or for statistical, product analytics, research, publication, marketing, or benchmarking purposes.

7. Third-Party Services. Customer acknowledges and agrees that the Services enable Customer to connect or enable integrations with third-party products, applications, services, software, networks, systems, directories, websites, databases and information, and which facilitate the unilateral or bilateral transfer of data to, from, or with the Services, that are not owned, or controlled, by Torii (each a “**Third-Party Service**”). If Customer enables, accesses, or uses Third-Party Services in connection with the Services, Customer’s access and use of such Third-Party Services are governed solely by the terms and conditions, privacy policy and/or any other agreement of such Third-Party Services, if any. Torii does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the provider of such Third-Party Services. Accordingly, Torii encourages Customer to read the terms and conditions and privacy policies of each Third-Party Service. Torii cannot guarantee the continued availability of such Third-Party Services and may cease enabling access to them with or without notice and without entitling Customer to any refund, credit, or other compensation. Customer hereby irrevocably waives any claim against Torii with respect to such Third-Party Services and acknowledges and agrees that Torii is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer’s enablement, access, or use of Third-Party Services, or Customer’s reliance on the data privacy and security practices or other policies of such Third-Party Services. Customer shall resolve any dispute with, and bring all actions, claims or

proceedings against, the Third-Party Service provider directly. Customer may be required to subscribe (for free or subject to payment of applicable fees), register for, or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services in connection with the Services, Customer is expressly permitting Torii to disclose Customer's login and Customer Data to the provider of the Third-Party Service, or receive that information from the provider of the Third-Party Service, as necessary to facilitate the use or enablement of such Third-Party Services with the Services.

8. Intellectual Property Rights.

8.1 The Services are not for sale and are Torii's sole property. The parties acknowledge and agree that all right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to (a) the Services and any downloadable software associated therewith, and any and all improvements and derivative works thereof, together with (b) Analytics Data, are and will remain owned solely by Torii or its licensors. This Agreement does not convey to Customer any interest in or to the Services other than a limited right to access and use the Services in accordance with Section 1. Nothing herein constitutes a waiver of the Torii's intellectual property rights under any law.

8.2 If prior to or during the Term (as defined in the Order Form), Torii receives feedback (e.g., questions, feature requests, recommendations, comments, suggestions) regarding the Services ("**Feedback**") from Customer or a User, all rights, including intellectual property rights, in such Feedback shall belong exclusively to Torii. Torii may use such Feedback to develop and improve its Services, and for any other purpose. Customer hereby irrevocably transfers and assigns to Torii all intellectual property rights it has in Feedback and waives any and all moral rights Customer may have in respect thereto.

8.3 Unless otherwise requested by Customer in writing, Torii may reference Customer's name and use its logo and trademarks as well as indicate that Customer is a Torii customer in Torii's business

development and marketing efforts and materials (both printed and online), including, without limitation, its website.

9. Confidentiality. Each Party may have access to certain non-public and/or proprietary information of the other Party disclosed before or during the Term of this Agreement, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, security measures, know-how, or business of the other Party, or other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). The terms of this Agreement, Documentation, and Feedback are Torii’s Confidential Information hereunder. Notwithstanding the foregoing, Confidential Information shall not include information or data that: (a) was already known to the receiving Party prior to disclosure and such prior knowledge can be demonstrated by the receiving Party; (b) is independently developed by or for the receiving Party without reference to or use of the Confidential Information which can be demonstrated by receiving Party by dated, written records; (c) which at the time of disclosure by the disclosing Party is generally available to the public or thereafter becomes generally available to the public other than through a breach of any obligation under this Agreement caused by an act or omission on the part of the receiving Party. Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party’s Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except to exercise rights or fulfill obligations, in each case as expressly permitted under this Agreement or by applicable law, except that the receiving party may use or disclose the disclosing party’s Confidential Information under the following circumstances: (w) to its employees, contractors, or agents to the extent necessary for them to perform a Party’s obligations hereunder; (x) in confidence, to legal counsel, accountants, banks, and financing sources in connection with an actual or proposed merger, acquisition, or similar transaction; (y) in connection with the enforcement of this Agreement; and/or (z) as

required to comply with a valid legal demand (it being understood such demand may include Customer Data); provided, that in any event, to the extent legally permissible, the Party subject to the demand gives the other Party notice and reasonable cooperation in contesting the demand. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. The provisions of this section will supersede any agreement by and between the Parties entered into prior to the Effective Date that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such prior agreement will have no further force or effect with respect to the foregoing. The receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving Party, the disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

10. Warranties.

10.1 Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

10.2 Torii represents and warrants that, if used in accordance with the Documentation, the Application shall substantially perform in conformance with the Documentation. As Customer's sole and exclusive remedy and Torii's sole liability for breach of this warranty, Torii shall use commercially reasonable efforts to repair the Application without undue delay. The warranty set forth shall not apply if the failure of the Application results from or is otherwise attributable to: (a) repair, maintenance, or modification of the Application by persons other than Torii or its authorized contractors; (b) accident, negligence, or misuse of the Application by Customer; or (c) use of the Application other than in accordance with the Documentation or this Agreement.

10.3 OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING ANY REPORTS AND OUTPUT GENERATED BY THE SERVICES (“**REPORTS**”) ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TORII DOES NOT WARRANT THAT THE SERVICES OR THE REPORTS WILL MEET CUSTOMER’S REQUIREMENTS AND DOES NOT WARRANT THAT THE SERVICES WILL BE ACCURATE, UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. EXCEPT AS STATED IN SECTION 10.1 AND 10.2, TORII EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE, AND/OR FITNESS FOR A PARTICULAR PURPOSE. TORII FURTHER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THIRD-PARTY SERVICES CUSTOMER MAY USE WITH THE SERVICES.

11. Limitations of Liability.

11.1 EXCEPT FOR CUSTOMER’S BREACH OF ITS OBLIGATIONS IN SECTION 5 (PROHIBITED USES), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA LOSS, OR DATA USE.

11.2 EXCEPT FOR CUSTOMER’S BREACH OF ITS OBLIGATIONS IN SECTION 5 (PROHIBITED USES), EITHER PARTY’S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER’S USE OF OR INABILITY TO USE THE SERVICES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO TORII BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS AGGREGATE AND NOT PER INCIDENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND/OR EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11.3 FOR CLARITY, THE LIMITATIONS IN THIS SECTION 11 DO NOT APPLY TO PAYMENTS DUE TO TORII UNDER THIS AGREEMENT OR ANY LIABILITY FOR WHICH THE GOVERNING LAW PROHIBITS THE EXCLUSION OR LIMITATION OF LIABILITY. IN ANY JURISDICTION THAT DISALLOWS ANY EXCLUSIONS OF WARRANTIES OR LIMITATION OF LIABILITY, TORII'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW.

12. Indemnification.

12.1 Torii acknowledges and agrees to indemnify and defend, at its expense, any action or lawsuit brought against Customer by a third party alleging that the Application, as of the Effective Date and when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"), and Torii will pay any damages awarded in a final, non-appealable judgment against Customer that are directly attributable to any such claim.

Notwithstanding the foregoing, Torii shall have no responsibility for IP Infringement Claims resulting from or based on: (a) modifications to the Application made by a party other than Torii or its designee; (b) Customer's failure to implement Application updates provided by Torii specifically to avoid infringement; or (c) combination or use of the Application with Customer Data, equipment, devices or services not supplied or authorized by Torii or not in accordance with the Documentation.

12.2 If the Application becomes, or in Torii's opinion is likely to become, the subject of an IP Infringement Claim, Torii may, in its sole discretion: (a) procure for Customer the right to continue using the Application; (b) replace or modify the Application to avoid the IP

Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Torii's reasonable efforts, Torii may terminate this Agreement and in such event provide Customer a refund for any amount pre-paid by Customer corresponding to the remaining unused period of the then-current Term.

12.3 This Section 12 states Torii's entire liability, and Customer's sole and exclusive remedy in the event of an IP Infringement Claim.

12.4 Customer acknowledges and agrees to indemnify and defend, at its expense, any claim, demand, investigation, action, or suit brought against Torii or its Affiliates by a third party (collectively, a "**Claim**") alleging that: (a) Customer Data violates applicable law or the rights of any third party, including intellectual property rights, or (b) Customer does not have the legal right to possess or process Customer Data or transfer it to Torii, and Customer will pay any damages, including, but not limited to, fines and/or regulatory fees awarded in a final judgment against Torii that are related to any such claim. The foregoing indemnity obligations of Customer apply whether any underlying actions are taken by Customer or by its agents or other third parties acting on Customer's behalf.

12.5 In the event of a potential indemnity obligation under this Section 12, the indemnified Party will: (a) promptly notify the indemnifying Party in writing of the claim, (b) allow the indemnifying Party the right to control the investigation, defense, and settlement (if applicable) of such claim at the indemnifying Party's sole cost and expense, and (c) upon request of the indemnifying Party, provide all necessary cooperation at the indemnifying Party's expense. Failure by the indemnified Party to notify the indemnifying Party of a claim under this section will not relieve the indemnifying Party of its obligations under this section, however, the indemnifying Party will not be liable for any litigation expenses that the indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying Party in accordance with this section. The indemnifying Party may not settle any claim that would bind the indemnified Party to any obligation (other than payment covered by

the indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the indemnified Party, without the indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

13. Term and Termination.

13.1 This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the expiration or termination of all Order Forms governed by this Agreement. The Term of each Order Form is specified in that Order Form.

13.2 Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured thirty (30) days after having received written notice thereof from the other Party. In addition, either Party may terminate this Agreement if the other Party files a voluntary petition in bankruptcy or has an involuntary petition filed against it, or is declared insolvent, makes an assignment for the benefit of creditors, appoints or has appointed a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets. Torii may also terminate this Agreement immediately in the event Customer is acquired by a competitor of Torii.

13.3 Upon termination or expiration of this Agreement: (a) the rights granted to Customer to use the Services under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (b) Customer shall immediately delete and dispose of all copies of the Documentation; and (c) within 30 days from the termination date, Torii shall permanently delete all Customer Data from the Application. The provisions of this Agreement that, by their nature and content, are intended to survive the termination of this Agreement to achieve the fundamental purposes of this Agreement shall so survive. The termination of this Agreement shall not limit either party from pursuing any other remedies available to it under applicable law.

13.4 Torii may, at its option, suspend Customer's or a User's access to the Services if: (a) Customer is in breach of the Agreement (including failure to make timely payment); (b) Torii reasonably believes that such use or access poses a security risk to the Services or other customers of the Services; (c) it is necessary to prevent damage to, or degradation of, the Services or Torii's systems. Torii will notify Customer of any such suspension and use reasonable efforts to limit the suspension to affected Users and will promptly restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

14. Miscellaneous.

14.1 This Agreement, including Order Forms and any exhibits or addendums attached by Torii hereto or incorporated herein, represents the complete agreement concerning Customer's subscription to and use of the Services and supersedes all prior and contemporaneous agreements concerning subject matters addressed herein.

14.2 Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence: (a) the Order Form; (b) the Statement of Work; (c) the DPA; and (d) the balance of this Agreement.

14.3 This Agreement may be amended only by a written agreement duly executed by both Parties.

14.4 Notices required to be sent hereunder shall be sent in writing and delivered to a Party at the address set forth in the Order Form, provided that notices about the Services may be sent by email or via the Application.

14.5 The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event

of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14.6 Any use of the Services by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement.

14.7 The Services and components and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions and Customer agrees to comply with all such laws and regulations as they relate to the access to and use of the Services. Each Party represents that neither it nor its parent or controlling shareholders is named on any U.S. government or other applicable restricted-party list, and Customer will not, and will not permit any User to: (a) access or use any Service in a U.S.-embargoed or U.S.-sanctioned country or region; (b) access or use any Service if Customer or any User is named on any U.S. government or other applicable restricted-party list; (c) place any information in the Services that is controlled under the U.S. International Traffic in Arms Regulations or other similar laws; and/or (d) access or use any Service for any purpose prohibited by the United States or applicable international import and export laws and regulations.

14.8 The provisions of this Agreement are only for reliance upon and the benefit of Customer and Torii and its licensors, and confer no rights or remedies on any other person or entity. Customer acknowledges and agrees that any purchase order or other document issued or delivered by Customer to Torii related to the Services or this Agreement that purports to contain legal provisions (e.g., for Customer's administrative convenience or in connection with standard vendor-onboarding processes) will have no binding effect on Torii.

14.9 Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that either Party may transfer or assign this Agreement to an affiliate or successor in the event of a merger or sale of all or substantially all of a party's assets without consent of the non-

assigning Party, other than by Customer to a competitor of Torii. Any attempted assignment in violation of the foregoing sentence will be null and void.

14.10 This Agreement shall be governed by and construed under the laws of the State of New York, without regard to principles and laws relating to the conflict of laws or the United Nations Convention on the International Sale of Goods. The competent courts of the State of New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

14.11 This Agreement does not and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.

14.12 Torii will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Torii (a “**Force Majeure Event**”), including, but not limited to, widespread internet outage, denial of service attack, war, act of terrorism, insurrection, acts of God, or acts of civil or military authority.

14.13 This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.

If you signed an Order Form with an effective date between October 31, 2022 and May 2023, these [terms](#) apply.

If you signed an Order Form with an effective date between July 12, 2022 and October 30, 2022, these [terms](#) apply.

If you signed an Order Form with an effective date between May 1, 2021 and July 11, 2022, these [terms](#) apply.

If you signed an Order Form with an effective date before April 30, 2021, these [terms](#) apply.