

## MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement (“MSSA”) is entered into between SaleSqueeze and Customer, as identified in the signatures blocks at the end, as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement (“Effective Date”). SaleSqueeze and Customer are each a “Party” and collectively the “Parties” to this Agreement.

### 1. *Defined Terms*

Terms used with capital letters have the meaning prescribed under this clause or in the body of the Agreement.

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.

“**Agreement**” means this MSSA, together with its schedules and any other references herein to any other terms and conditions (such as, without limitation, any Orders), and any data protection agreement, and which are included herein by reference (including, without limitation the Merlin AI terms available [here](#)), excluding, however any terms and conditions thereof added unilaterally by Client.

“**Users**” means either Party’s employees, representatives, and contractors, and in the case of Customer, its authorized dealers.

“**Customer**” means the entity signing or otherwise accepting this Agreement.

“**Customer Content**” means each and any integrations, know-how, blueprints, models, sketches, marketing materials, photos, audio and video material materials and/ or creations of any kind created by Customer or its Users using the Technology, independently from SaleSqueeze, either individually, or in collaboration with a third-party.

“**Customer Data**” means any data, information, Personal Data provided by the Customer and the Users, and Customer Content that the Customers or the Users provide to SaleSqueeze, import into Technology, or that are accessed by SaleSqueeze in connection with, or for the purpose of, provision of any Services.

“**Documentation**” means any SaleSqueeze official technical and functional description of the Software as made available by SaleSqueeze, excluding any publicity and marketing materials.

“**Fee(s)**” means the fees payable for the license to use the Technology or benefit from the Services and any expenses incurred in the performance of Services, as set forth in the applicable Order.

“**IP Rights**” means patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, registered designs, trade secrets, trade names and domain names, rights in computer software and in databases, content, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications and rights to apply for and be

granted renewals or extensions of such rights, as well as the rights to claim priority therefrom, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“License Term”** means the duration of the license to use the Software, as stipulated in an Order or hereunder, as the case may be.

**“Order”** means the Order form or statement of work placed either directly with SaleSqueeze or with a SaleSqueeze Affiliate and mutually accepted by the respective Parties, and excluding any terms and conditions therein added unilaterally by Customer.

**“Personal Data”** means, as applicable, (i) information related to an identified or identifiable natural person as defined by, Regulation (EU) 2016/679 (**GDPR**), the California Privacy Rights Act (**CPRA**), and other applicable privacy laws (**PII**).

**“Services”** means professional services specified in an Order, excluding Support.

**“Software”** means (a) (i) software products licensed to Customer as specified in Orders, all as developed by or for SaleSqueeze and/or its Affiliates, and as provided to Customer thereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to Customer, during Support or pursuant to warranty obligations; (iii) all new releases, versions, modifications, updates, patches, improvements, enhancements, or similar derived works thereto (and which may be licensed as separate products); (iv) any complete or partial copies of the foregoing; (v) Documentation; (vi) derived works of all the foregoing; (vii) all IP Rights related to all of the foregoing, but (b) excluding open source software components.

**“Support”** means maintenance and service levels, applicable to the Software during the License Term as available [here](#).

**“Technology”** means each and together, the (i) Software identified in the applicable Order, (ii) materials developed by SaleSqueeze for Customer, including during performance of Services, and (iii) SaleSqueeze Background IPR.

**“Third-Party Services”** means the cloud applications, cloud service endpoints, data services, software, application programming interfaces, and content of third parties which may be accessed using the Technology.

**“SaleSqueeze Background IPR”** means any IP Rights owned, created, developed, leased and/or licensed by SaleSqueeze prior to, outside of, or independently from, the Agreement, including without limitation (i) the Technology, tools, methods, algorithms, application programming interfaces, know-how and data, (ii) techniques and skills that are specific to SaleSqueeze’s business and generic in nature with respect to any customer of SaleSqueeze, and (iii) common configurations and generic templates that are not specifically related to any Customer Data or Technology provided to Customer, and all derivative works for items (i) through (iii).

## **2. *License use and IP Rights***

**2.1. License.** Subject to the terms and conditions of this Agreement, SaleSqueeze grants Customer and its Affiliates, upon delivery or access provision and solely during the License

Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to access and use the Platform specified in the applicable Order, solely for their internal business purposes (however, for the avoidance of any doubt, the immediately foregoing limitation will not be breached when Users who are dealers purchase a separate license become SalesSqueeze's customers) and in accordance with the applicable Documentation.

**2.2. Trial Version.** If SaleSqueeze approves Customer's use of Trial Version ("**Trial Version**" means Technology designated by SaleSqueeze as "trial", "evaluation," "not for resale", "pre-release" or "alpha" or "beta" version, or other similar designation), the terms herein applicable to Technology also apply to access and use of such Trial Versions, except for the following prevailing terms: (i) the duration of such access and use shall be as indicated by SaleSqueeze, provided that either SaleSqueeze or the Customer can terminate (before expiry) the such access or use at any time upon written (including e-mail) notice to the other Party; and (ii) the Trial Version is provided "AS-IS" without warranty of any kind, and SaleSqueeze disclaims all warranties, indemnification obligations, Support obligations, and other liabilities and obligations for the Trial Version. The offer of any Trial Version will not create any obligation for SaleSqueeze to continue to develop, support, repair, offer for sale, or in any other way continue to provide or develop any such Trial Version. Trial Versions may be available, free of charge, for the limited period provided by SaleSqueeze when Customer signs up to access the Technology on a "trial basis" or similar. Thereafter, the payment terms set out in clause 6 will apply.

### **3. Intellectual Property**

**3.1. IP Rights.** This Agreement does not grant either Party any rights, by implication, waiver, estoppel, or otherwise, to the other Party's IP Rights. SaleSqueeze, its Affiliates and their licensors own and retain all IP Rights to the Technology, including without limitation any integrations, code, patches, materials, data, know-how, background technology, information or similar assistance otherwise provided to Customer. Customer owns its Customer Data. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license under this Agreement. Customer acknowledges that if it provides any suggestions or feedback to SaleSqueeze, it does so voluntarily and SaleSqueeze will be entitled perpetually and irrevocably to use any suggestions or feedback, in any way and for any purpose in relation to the Technology.

**3.2. Independent Development and Residuals.** The Parties agree that nothing in this Agreement will limit or restrict SaleSqueeze's right to (i) create derivative works using the Customer Content shared voluntarily by Customer, or develop, or have developed, components that may be similar to, or may perform similar functions to, the Customer Content, provided that SaleSqueeze shall not disclose any Confidential Information with non-affiliated third-parties and (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the unaided memory of SaleSqueeze's Users.

### **4. Services**

**4.1. Support.** SaleSqueeze will provide Customer with Support for the Software during the applicable License Term.

**4.2. Services.** Services shall be agreed upon in an Order. Services start dates will be dependent upon the availability of Parties' qualified resources and personnel and will be negotiated

between Customer and SaleSqueeze and are best estimates. Unless otherwise expressly agreed in the Order, the Customer shall provide SaleSqueeze with all information, materials, access, etc. required by SaleSqueeze and necessary to perform the Services promptly after request, but no later than 10 calendar days from the date of signing the relevant Order. SaleSqueeze shall not be liable for any delay caused by the Customer's own delay or the Customer's failure to cooperate in the provision of the Services, if any.

**4.3. Customer's Undertakings.** Customer represents and warrants that it has the appropriate rights to allow SaleSqueeze to use and/or modify any software, data, information or products as part of any Services, and that Customer has all required rights, licenses and consents to use and to allow its Users to use the Technology, the Customer Data and the Customer Content. SaleSqueeze's provision of the Services and of the Technology is contingent upon the warranty provided herein and Customer shall defend, indemnify and hold harmless SaleSqueeze for breaches of the warranty and representation herein. Customer grants SaleSqueeze, its Affiliates and subcontractors (if any) a non-exclusive, limited license to use the Customer Data to perform the Services (if any). Customer will provide SaleSqueeze with necessary access to Customer premises and systems, personnel, documentation and records, and facilities and will appoint a contact person having authority to make decisions, in order for SaleSqueeze to timely perform any Services.

## **5. *Acceptable Use***

**5.1. Acceptable Use.** Customer represents and warrants that it and its Users will use the Platform in accordance with this Agreement and the Documentation. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, Customer agrees for itself and its Users to the following:

- a. will not circumvent any technological protection measures set by SaleSqueeze to control access to the Software and will not exceed any use limitations;
- b. will not use, and will not encourage others to use, the Technology or Services (i) to inspect or analyze the Technology or the outputs for benchmarking or comparison purposes, (ii) to design modify, create a derivative work or create any program that performs functions similar to the functions performed by the Technology or to analyze the Technology therefor, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts;
- c. will not disassemble, decompile or reverse engineer the Technology or any portion of it; will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Technology or Services or otherwise derive source code therefrom or otherwise reduce them to human readable form, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Technology or Services with another software program, and provided that, Customer has first requested with at least 90 days prior written notice, that SaleSqueeze provides the information necessary to achieve such interoperability and SaleSqueeze has unreasonably not made such information available;
- d. must not remove, alter, modify or appropriate or use as their own, any proprietary

markings included therein;

- e. must not use the Technology to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by SaleSqueeze in writing.
- f. will obtain and maintain all authorizations and consents required to use Personal Data as contemplated in this Agreement; and
- g. must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under this Agreement, except as otherwise stipulated herein below.

**5.2. Users Access.** Customer may allow its Users to use the Platform and access the Services as provided in clause 2.1 above, provided that (i) Customer ensures and undertakes its Users and Affiliates comply with the terms of this Agreement, (ii) Customer will not grant any additional rights, use or access other than set forth herein and will retain exclusive control over the Software, and (iii) Customer shall be liable towards SaleSqueeze as if their acts and omissions were Customer's own. Upon request, Customer will provide SaleSqueeze with details and use reports of all Users and Affiliates having received access to the Platform.

**5.3. Third-Party Licenses.** The Platform may contain or may be used with third party components, including open-source software, which are the property of their respective owners. Notwithstanding anything to the contrary herein, use of the open-source software will be subject to the license terms and conditions applicable to such open-source software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder).

**5.4. Third-Party Services.** Customer may use the Platform in conjunction with Third-Party Services, subject to and in compliance with all terms and conditions of the third-party providers, bearing the entire risk of such use. Customer is responsible for determining which Third-Party Services are accessed and connected to by Customer while using the Platform, and for the use of such Third-Party Services. SaleSqueeze does not control or own any Third-Party Services, and the access to and use of such Third-Party Services, including the availability and uptimes related to such Third-Party Services, is solely determined by the relevant third parties that control the Third-Party Services. SaleSqueeze will not be liable for any downtime, discontinuation, or any other issues with, or caused by, the Third-Party Services.

## **6. *Orders and Payment Terms***

**6.1. Orders.** Regardless of whether this Agreement is explicitly referenced, all Orders between the Parties are governed by the terms of this Agreement. The commercial terms agreed in an Order shall apply only to the Software and specific details of that particular Order and shall not extend to any subsequent Orders under the Agreement, unless explicitly agreed by the Parties in those subsequent Orders.

**6.2. Payment.** Unless otherwise agreed in the applicable Order, SaleSqueeze will issue an invoice for each Order as follows: (i) Software Fees will be invoiced in advance for the entire agreed upon License Term; (ii) Services Fees will be invoiced in advance upon signing of the Order. Unless otherwise agreed by the Parties in writing, the payment term will be 15 calendar days as of the date when each invoice is issued. All invoices will only be delivered electronically to

Client. All Orders are non-cancelable and, save as otherwise provided in this Agreement, all Fees are non-refundable. Upon termination of an Order or of this Agreement, all Fees due under the respective Order or under this Agreement, (i) that have already been invoiced will immediately become due and payable, and (ii) Fees not already invoiced, will be immediately invoiced by SaleSqueeze and become due and payable within 30 (thirty) days of invoice date. Customer will pay all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by SaleSqueeze in connection with providing the Services. Except as otherwise provided in writing such expenses will be charged at cost and invoiced together with the Services or separately.

**6.3. Failure to Pay.** SaleSqueeze may charge interest at a monthly rate of the lesser of 1% (one percent) per month or the maximum rate permitted by applicable law on any overdue Fees, from the due date until the date the overdue Fees, including the applicable interest, until such are paid in full. If Customer fails to pay any amount due under this Agreement per the payment terms in the Order, SaleSqueeze will send Customer a reminder notice. If Client fails to pay within 30 days of the issuance date of the reminder notice, SaleSqueeze may, in its sole discretion, suspend or terminate the applicable Order with no further notice.

**6.4. Taxes.** All Fees are exclusive of any taxes, such as sales, use, value added tax, withholding, any other taxes, however designated. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because of any taxes, levies imports, duties, charge, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law. SaleSqueeze is responsible for taxes and any employment obligations due for its personnel performing the Services.

**6.5. Changes.** SaleSqueeze is free to establish the Fees in its discretion. SaleSqueeze will not change the Fees applicable to an Order already accepted by it, unless a scrivener's error occurs. SaleSqueeze will notify Customer of any change in Fees and such change will become effective upon Customer placing a new Order or the renewal of any current License Term following such notice.

## **7. *Limitation of Liability***

**7.1. Damages Exclusion.** Neither Party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, loss of profits, loss of revenue or goodwill, loss or corruption of data, or interruption of business. Under no circumstances will SaleSqueeze or its Affiliates be liable for any claims that may be asserted, granted or imposed against, arising from, or in connection with Third-Party Services, Customer Data or the Trial Version and SaleSqueeze disclaims any liability resulting therefrom.

**7.2. Liability Cap.** Except for a Party's acts of fraud or willful misconduct, either Party's maximum aggregate liability for all damages (individually and together) under or relating to this Agreement will not exceed the Fees paid to SaleSqueeze under this Agreement for the relevant Software or Services in the 12 (twelve) months before the initial claim or event giving rise to such damages.

**7.3. Exclusions.** SaleSqueeze will have no liability for any claim arising from: (i) Customer's or its Users' use of the Technology or Services in breach of the Agreement; (ii) modification of the Technology or Services by anyone other than SaleSqueeze; (iii) failure by Customer to install



the latest updated version of the Technology, as instructed by SaleSqueeze; (iv) Third-Party Services, products or materials or their combination with the Technology or Services.

**7.4. Applicability.** The foregoing will apply only to the extent permitted under applicable law, regardless of whether the claim arises from contract or tort and regardless of the theory of liability, but will not limit payment obligations under this Agreement, and irrespective of whether the other Party has been advised or not of the possibility of such claim or damage. The Agreement allocates the risks between SaleSqueeze and Customer, and the Fees for Technology reflect this allocation of risk and limitations of liability.

## **8. *Warranty***

**8.1. Software and Services Warranty.** SaleSqueeze warrants that, during the License Term, the Software will substantially conform to the Documentation, provided that the Software is used in accordance with the terms of this Agreement, the Documentation, and the applicable law. To the extent permitted by law, SaleSqueeze's sole liability under this warranty will be, in SaleSqueeze's reasonable commercial discretion, a repair or replacement of the relevant Software, or if SaleSqueeze determines that the foregoing remedy is not commercially reasonable, SaleSqueeze may terminate Customer's license to the relevant component of the Software and refund the associated prepaid and unused Fees for the relevant component. SaleSqueeze warrants that Services will be performed in a professional and workmanlike manner.

**8.2. Warranty Exclusions.** Subject to the above limited warranties, the Technology is provided on an "AS-IS" and "AS AVAILABLE" basis. To the maximum extent allowed by applicable law, neither SaleSqueeze, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and SaleSqueeze specifically disclaims all warranties, including merchantability, fitness for a particular purpose or non-infringement or the ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free.

## **9. *Term and Termination***

**9.1. License Term.** Unless otherwise provided in the Order, the license term for the Software will be of 12 months ("**License Term**"). The License Term will automatically renew for additional periods equal thereof, until either Party provides written notice of non-renewal to the other Party at least sixty (60) days before expiration of the respective License Term.

**9.2. Term of the Agreement.** This Agreement is effective as of the Effective Date and will continue until terminated by either Party as described under this Agreement. In case there is an ongoing Order upon termination of the Agreement, the Parties hereby agree that the terms of this Agreement will be automatically extended until the expiration of the Order's License Term and any renewal term thereof.

**9.3. Termination.** In addition to any other provisions of this Agreement or those of the applicable law, this Agreement may be terminated as follows:

- (i) by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days from the notice date, or

- (ii) by either Party, immediately upon written notice to the other Party: (a) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to continue the performance of this Agreement; or (b) commences or has been commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is unable to pay its invoices or loans when due, or ceases to operate in the ordinary course of business; (c) material breaches of Intellectual Property Rights;
- (iii) by SaleSqueeze, with thirty (30) days written notice, in case of a change of control as prescribed in the Change of Control section;
- (iv) automatically, if there is no effective or outstanding Order subject to this Agreement for a period longer than 6 months. This means that for subsequent Orders, the Parties shall enter into a new master software and services agreement.

**9.4. Effect of Termination.** Except for termination of this Agreement for Customer's material breach, all Orders will continue to be in effect until the expiration of their License Term. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, termination of an Order or expiration of any License Term, the license and rights for the respective Technology or Services will immediately terminate and Customer must, at its expense, remove and delete all copies thereof.

## **10. Compliance**

**10.1. Export Control.** Customer agrees to comply with all Export Laws (meaning and including U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations) related to Customer's and its Users access to and use of the Technology and Services. Customer represents and warrants that it and its Users are not (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Crimea, Cuba, Iran, North Korea, and Syria); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS.

**10.2. Audit.** SaleSqueeze may, at its expense, verify that Customer's use, access, installation, or deployment of the Technology complies with the terms of this Agreement and Customer agrees to provide all assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

**10.3. Confidentiality.** This Agreement supersedes any applicable non-disclosure agreement between the Parties with respect to use of the Technology hereunder. Information shared by the Parties, or their Affiliates, under this Agreement will be deemed confidential if it is disclosed in any form or manner, marked as, or reasonably considered, confidential, and includes without limitation, Technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing whether or not marked, designated or otherwise identified



as "confidential" ("CI"). CI shall also include the existence of the terms and conditions of this Agreement, and any Order placed hereunder. CI excludes any information that (i) is or becomes public, through no fault of the recipient; (ii) was rightfully acquired by or already known to the recipient without an existing confidentiality obligation; or (iii) is independently developed by the recipient without the use of discloser's CI. For instance, technical and support data related to the Technology are considered SaleSqueeze's CI. The receiving Party will not use CI for any purpose other than the purpose of this Agreement. The receiving Party will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its Users, Affiliates, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. The receiving Party may disclose CI: (i) under a written and signed permission document from the disclosing Party; (ii) as necessary to comply with applicable law, a valid Order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority after using reasonable efforts to provide advance notice of such disclosure to the disclosing Party. The obligations of confidentiality and non-use contained in this Section "Confidentiality" shall remain in full force and effect during the term of this Agreement and for a period of 3 (three) years thereafter. Nothing in this Agreement will be construed as a representation or inference that each Party will not develop or acquire products, for itself or others, that compete with the products, systems, or methods contemplated by the other Party's CI, as below defined, provided that the Party has not done so in breach of this Agreement.

## **11. *Governing Law and Dispute Resolution***

**11.1. Amicable settlement.** The Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within ninety (90) days from the applicable notice. To the maximum extent permitted by applicable law, the Party not complying with this section will cover, as applicable, the litigation or arbitration costs of the other Party, irrespective of the outcome.

**11.2. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, USA, when the SaleSqueeze licensing entity is registered in North America, or by Slovenian law when the SaleSqueeze licensing entity is registered in the European Union, without reference to any of their conflicts of law's provisions. The Uniform Computer Information Transaction Act and the United Nations Convention on the International Sale of Goods shall not apply. In addition, each party agrees that for North America any claim, action, or dispute arising under or relating to this Agreement shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a tribunal consisting of one (1) arbitrator. The award will be in accordance with the laws of the State of New York, USA and will state the reasons upon which it is based and will not exceed the limitations under this Agreement. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse. The arbitration venue shall be in New York, New York. For any dispute arising out of or relating to this Agreement outside North America (if the parties do not reach a settlement within 90 days), the Parties consent to personal jurisdiction in, and at the exclusive venue of, the courts situated in Slovenia, Ljubljana. The Parties hereby irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. THE

PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.

## **12. Miscellaneous**

**12.1. Subcontractors.** SaleSqueeze may use subcontractors to perform the Services and the Support and will be responsible for performance of the foregoing by such subcontractors as for its own actions under this Agreement.

**12.2. Data.** Customer must not use PHI with the Software, unless use of PHI is allowed by SaleSqueeze in the appropriate legal documentation, including, but not limited to, entering into a Business Associate Agreement. PII shared by Customer and processed by SaleSqueeze as a processor on behalf of Customer will be governed by the [privacy policy](#) published by SaleSqueeze and [data processing agreement](#) entered into by the Parties.

**12.3. Analyses Information.** SaleSqueeze and its Affiliates may process data, technical information, usage, and telemetry from the Technology and any use thereof, to make available and provide platform features, perform its obligations under this Agreement, create indices, offer Support, provide bug fixes, run systems diagnostics, and monitor error and performance.

**12.4. Entire Agreement and Order of Precedence.** This Agreement is the entire understanding between SaleSqueeze and Customer with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect to such subject matter. Unless otherwise prescribed hereunder, any amendment to this Agreement will be made in writing and will be signed by authorized representatives of the Parties. For Trial Version the Order may be an electronic document or statement issued by SaleSqueeze and accepted by Customer. Any terms or conditions submitted to SaleSqueeze do not form part of this Agreement and are void, unless specifically amended in writing and signed by the authorized representatives of the Parties. Any Technology released after the Effective Date that is subsequently purchased by Customer may be governed by specific terms to be made available by SaleSqueeze upon such purchase. Any conflict of interpretation in the terms of this Agreement will be settled in the following Order of precedence: (i) Order accepted by the Parties, (ii) additional terms for new features/functionalities provided to Customer, and (iii) this instrument. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect.

**12.5. Force Majeure.** Neither Party shall be responsible to the other for the non-performance or delay in performance (other than the payment of money) occasioned by force majeure as defined by applicable law.

**12.6. Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated, or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, SaleSqueeze may, without the prior consent of the Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests, or obligations hereunder to any of its Affiliates.

**12.7. Change of Control.** Customer must notify SaleSqueeze within thirty (30) days of it or its

Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of SaleSqueeze, or (ii) changing its main object of activity into a business competing SaleSqueeze.

**12.8. No TUPE.** For the avoidance of doubt, the license granted under this Agreement or the provision of Services, including Support, by SaleSqueeze to Customer or its Affiliates does not represent a transfer of undertaking within the meaning of any national, state, and local laws and regulations (including European Union, where applicable) on the safeguarding of the employees' rights in the event of transfer of undertakings, businesses, or parts thereof. However, in the event that any public authority or body or any employee (or former employee) of SaleSqueeze/Customer or its Affiliates claims or alleges or otherwise is deemed that he/she has transferred to or become employed by the other Party as a result of this Agreement, by virtue of the aforementioned legal provisions ("**Transfer Claim**"), the one Party which becomes aware of any Transfer Claim shall give notice to the other party of such Transfer Claim as soon as reasonably practicable and the Parties should co-operate in good faith in Order to challenge such Transfer Claim.

**12.9. Permission to refer Customer.** Customer agrees that SaleSqueeze may display Customer and refer to it as a SaleSqueeze customer.

**12.10. Notices.** Unless otherwise provided herein, notices under this Agreement will be in English language only, and must be sent by e-mail, with a suggestive subject, to the addresses listed in the signatures table below (or notified in writing) and will be effective on the next business day after being sent. In the absence of a valid Customer e-mail address, SaleSqueeze can use an e-mail address publicly available, or any email addresses previously used in communication with Customer. Notices on updates, security fixes, vulnerabilities and other technical information, will be sent to Customer e-mail address(es) enrolled for those purposes in SaleSqueeze's database.

**12.11. Waiver and Reservation of Rights.** Failure or delay in exercising any right, power or remedy under this Agreement shall not operate as a waiver. Any rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. Nothing here creates a legal partnership, joint venture, agency, or employment relationship between Customer and SaleSqueeze or their Affiliates.

**12.12. No Third-Party Beneficiaries.** To the greatest extent permitted by the applicable law, SaleSqueeze shall be entitled to rely upon, and shall be entitled to enforce, the provisions of this Agreement in relation to Customers' Users and Customer undertake to ensure SaleSqueeze is able to do so. For the avoidance of doubt, the Users are not third-party beneficiaries to this Agreement.

**12.13. Counterparts.** This Agreement may be executed in two or more counterparts or electronically, and each of the counterparts or electronic copies will be deemed an original and together will constitute the same instrument. Each Party agrees that their electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail

electronic signatures.

**12.14. Survival.** The following sections and clauses will survive expiration or termination of this Agreement for any reason: Intellectual Property, Order and Payment Terms, Limitation of Liability, Customer Undertakings, Compliance, Governing Law and Dispute Resolution, Notices, Waiver and Reservation of Rights, and Survival, in addition to any other provisions that, by their content, are intended to survive the performance, expiration or termination of the Agreement (whether or not expressly stated).