

USE AUTHORIZATION AGREEMENT

This use authorization agreement (“**Agreement**”) sets out the terms and conditions pursuant to which the end customer (the “**End Customer**”) set forth in the applicable use authorization shall use the Subscription Service made available by Nuvolo Technologies Corporation (“**Nuvolo**”) to the End Customer through the applicable reseller of such Subscription Service. This Agreement shall be effective from the date of the first use authorization (“**Effective Date**”).

1. DEFINITIONS

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

“**Application Data**” means any electronic data uploaded by End Customer’s agents, employees and contractors that is processed through the Subscription Service. For the avoidance of doubt, End Customer is the data controller and Customer Data is hosted and stored by ServiceNow on the ServiceNow Platform.

“**Customer Data**” means any Application Data and any other data, including Regulated Data, that End Customer provides to Nuvolo in accordance with this Agreement to enable Nuvolo to meet its obligations hereunder.

“**Deliverable**” is a deliverable that is explicitly identified as such in the applicable SOW created by Nuvolo for End Customer in the performance of the Professional Services.

“**Documentation**” means the product description and Nuvolo product release notes relating to the features and functionality of the Subscription Service, as updated from time to time by Nuvolo.

“**Professional Services**” means fee-based configuration, implementation, training or consulting services that Nuvolo performs in accordance with an applicable ordering document or SOW, but excluding Support Services.

“**Regulated Data**” means individual personal or other data that is regulated by various governmental acts, legislations and directives relating to privacy and security requirements for its protection and processing.

“**ServiceNow Platform**” means the hosted platform-as-a-service provided by ServiceNow to End Customer under the “**ServiceNow**” brand on which the Subscription Service is made available.

“**Services**” means the Subscription Service and Professional Services that End Customer may purchase under an Order or SOW.

“**Statement of Work**” or “**SOW**” means a statement of work for Professional Services, agreed to by the Parties in writing.

“**Subscription Service**” means the software applications and tools made available by Nuvolo on the ServiceNow Platform via applicable logins, and associated Support Services.

“**Subscription Term**” means the term of authorized use of the Subscription Service including any renewals thereof.

“**Support Services**” means those support services ordered and provided as part of the Subscription Service hereunder at no additional charge in accordance with the [Nuvolo Customer Support Policy](#) and [Upgrade Policy](#), incorporated herein by reference.

“**Third Party Applications**” means any separate services or applications (and other consulting services related thereto), procured by End Customer from a party other than Nuvolo that can be used in connection with the Subscription Service.

“**Trademarks**” means a party’s logo(s), service marks, trademarks and certification marks.

“**Trial Services**” means any Nuvolo product, service or functionality that may be made available by Nuvolo to End Customer to try at End Customer’s option, at no additional charge, and which is designated as “**beta**,” “**test**,” “**trial**,” “**non-GA**,” “**unpaid pilot**,” “**developer preview**,” “**non-production**,” “**evaluation**,” or by a similar designation.

“**User**” means an individual designated and granted access to the Subscription Service by or on behalf of End Customer.

2. NUVOLO RESPONSIBILITIES

2.1 Provision of Subscription Service. Subject to the terms of this Agreement, Nuvolo authorizes End Customer to access and use the Subscription Service during the Subscription Term for its internal business purposes in accordance with the Documentation. End Customer may permit contractors and Affiliates to serve as Users provided that any use of the Subscription Service by each such contractor or Affiliate is solely for the benefit of End Customer. Nuvolo provides the Subscription Service only in the English language, unless otherwise agreed in writing. So long as Nuvolo does not materially degrade the functionality of the Subscription Service as described in the Documentation, during the applicable Subscription Term (i) Nuvolo may modify the systems and environment used to provide the Subscription Service to reflect changes in technology, industry practices and patterns of use, and (ii) update Documentation accordingly. Subsequent updates, upgrades, enhancements to the Subscription Service made generally available to all subscribing customers will be made available to End Customer at no additional charge, but the purchase of Subscription Service is not contingent on the delivery of any future functionality or features. New features, functionality or enhancements to the Subscription Service may be marketed separately by Nuvolo and may require an additional subscription and the payment of additional fees in the event End Customer wishes to add such features, functionality or enhancements. Nuvolo will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require such additional subscription.

2.2 Trial Services. If End Customer registers or accepts an invitation for Trial Services, including through Nuvolo’s website, Nuvolo will make such Trial Services available to End Customer on a trial basis, free of charge, until the earlier of the end of the free trial period for which End Customer registered to use the applicable Trial Services. Trial Services are provided for evaluation purposes and not for production use. End Customer shall have sole responsibility and Nuvolo assumes no liability for any Customer Data that End Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors, and may be subject to additional terms. TRIAL SERVICES ARE NOT CONSIDERED “SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES” HEREUNDER AND ARE PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTY. Nuvolo may, in its sole discretion, discontinue Trial Services at any time.

3. SECURITY AND DATA PRIVACY

3.1 Security and Internal Controls. Nuvolo will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in its possession, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Nuvolo personnel except (a) to provide Support Services; (b) to provide Professional Services; (c) as compelled by law in accordance with Section 8, or (d) as otherwise required for meeting its obligations hereunder.

3.2 Data Privacy. In providing the Subscription Service, Nuvolo will comply with the [Nuvolo Privacy Policy](#) incorporated herein by reference. The Nuvolo Privacy Policy is subject to change at Nuvolo’s discretion; however, such policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Subscription Term. End Customer acknowledges that any Regulated Data disclosed to Nuvolo as part of Customer Data is incidental to the Subscription Service and that Nuvolo

does not review or analyze the content of Customer Data in the ordinary course of operating the Subscription Service. End Customer acknowledges that Customer Data shall not include Regulated Data outside of the work-related data of End Customer personnel who use the Subscription Service. For any such incidental access to Regulated Data, Nuvolo shall comply with applicable requirements and process any such Regulated Data consistent with this Agreement and as necessary to provide the Subscription Service, which shall be considered End Customer's instructions related thereto. End Customer agrees that it shall be solely responsible for complying with any obligations under any government law or regulation that requires any review or analysis of such content.

3.3 Compliance with Law. Nuvolo will comply with all laws applicable to the provision of the Subscription Service, including applicable security breach notification laws, but not including any laws applicable to the End Customer's industry that are not generally applicable to information technology services providers.

3.4 Other Systems. Notwithstanding anything to the contrary in this Agreement, Nuvolo's obligations extend only to those systems, networks, network devices, facilities and components over which Nuvolo exercises control. For clarity, the entirety of this Section 3 does not apply to: (i) any ServiceNow datacenter or any infrastructure within the sole control of ServiceNow and/or End Customer, including the ServiceNow Platform; (ii) Customer Data including any Regulated Data hosted in End Customer's ServiceNow instance; (iii) Customer Data including any Regulated Data in End Customer's virtual private network (VPN) or third-party network; or (iv) any Customer Data processed by End Customer in violation of this Agreement. For the avoidance of doubt, Nuvolo does not have access to End Customer's production instance of ServiceNow.

4. USE OF SUBSCRIPTION SERVICE

4.1 Subscription Limits. The Subscription Service is subject to usage and other limits, including quantities and/or functionality restrictions referenced in the applicable Documentation. Unless otherwise agreed in writing, (a) End Customer usage may not exceed the applicable use and access rights ordered and paid for, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned by End Customer to a new individual replacing one who no longer requires ongoing use of the Subscription Service. End Customer will reasonably cooperate with any Nuvolo audit of End Customer's use of the Subscription Service, which may require End Customer to run reports for Nuvolo's review. If Nuvolo determines that End Customer has exceeded its permitted use of the Subscription Service then Nuvolo will notify End Customer and within thirty (30) days thereafter. End Customer, at its option, shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with End Customer's actual use.

4.2 End Customer Responsibilities. End Customer will (a) be responsible for Users' compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Subscription Service, and notify Nuvolo promptly of any unauthorized access or use; (d) use the Subscription Service only in accordance with the Documentation; (e) take commercially reasonable steps to ensure the security and compliance of the controls used by End Customer in accessing the Subscription Service; and (f) comply with all legal and regulatory requirements in its use of any Subscription Service and the means by which End Customer acquired Customer Data.

4.3 Usage Restrictions. End Customer will not and will not permit any third party to do the following with respect to the Subscription Service: (i) use it or any external programs in a manner that intentionally circumvents usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any of it available for access by third parties except as expressly provided herein; (iii) access it for the purpose of developing or operating products or services intended to compete with it; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights

notice in it; (vii) use it to reproduce, distribute, display, transmit or use illegal material or material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any Nuvolo or third party data, software or network.

4.4 Third Party Applications. In support of End Customer's authorized internal business use of the Subscription Service, Nuvolo may provide URL links or interconnectivity within the Subscription Service to facilitate End Customer's use of Third-Party Applications. Notwithstanding the foregoing, any use or procurement of Third-Party Applications are solely at End Customer's discretion and between End Customer and the applicable third party. Nuvolo will have no liability for such Third-Party Applications.

5. SERVICENOW PLATFORM

5.1 General. The Subscription Service is developed and operates on the ServiceNow Platform. End Customer must subscribe separately to one or more ServiceNow instances in order to use and access the Subscription Service. End Customer must be operating on a supported ServiceNow subscription release in accordance with its ServiceNow agreement. End Customer acknowledges that if ServiceNow is inoperable and/or terminates services to End Customer pursuant to the agreement between End Customer and ServiceNow, any Subscription Service on the affected ServiceNow instance will be inaccessible and Nuvolo will not thereby be deemed to be in breach of this Agreement, and all applicable amounts shall remain due and owing to Nuvolo in full. Nuvolo has no liability to End Customer for any losses or harm occasioned by End Customer's use of the ServiceNow Platform.

6. PROFESSIONAL SERVICES

6.1 Standard Professional Services. A description of Nuvolo's standard Professional Services offerings, including certain onboarding and training, may be found in the Documentation.

6.2 Other Professional Services. For any non-standard Professional Services, Nuvolo will provide End Customer with Professional Services as set forth in the applicable SOW. Each SOW will include, at a minimum (i) a description of the Professional Services and any Deliverable to be delivered to End Customer; (ii) the scope of Professional Services; (iii) the schedule for the provision of such Professional Services; and (iv) the applicable fees for such Professional Services, if not specified elsewhere.

6.3 Change Orders. Changes to contracted Professional Services will require, and shall become effective only when, fully documented in a written change order (each a "Change Order") signed by duly authorized representatives of the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders shall be deemed part of, and subject to, this Agreement.

6.4 Designated Contact and Cooperation. End Customer will designate a contact for Nuvolo, will cooperate with Nuvolo, will provide Nuvolo with accurate and complete information, will provide Nuvolo with such assistance and access as Nuvolo may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the applicable SOW. Nuvolo Affiliates and contractors may perform certain aspects of the Professional Services hereunder provided that Nuvolo remains fully liable for same and responsible for ensuring that any of Nuvolo's obligations under this Agreement performed by its Affiliates and contractors are carried out in accordance with this Agreement. If applicable, while on End Customer premises, Nuvolo personnel shall comply with reasonable End Customer rules and regulations regarding safety, conduct, and security made known to Nuvolo. Notwithstanding anything herein to the contrary, no personally identifiable information of Nuvolo personnel, other than name and work contact information including country location, shall be required to be provided to Customer.

6.5 Future Functionality. End Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Nuvolo regarding future functionality or features.

7. INTELLECTUAL PROPERTY AND LICENSES

7.1 Nuvolo Ownership. As between Nuvolo and End Customer, all rights, title, and interest in and to all intellectual property rights in the Subscription Service are owned exclusively by Nuvolo notwithstanding any other provision in this Agreement or any other agreement as signed between the parties. Except as expressly provided in this Agreement, Nuvolo reserves all rights in the Subscription Service and does not grant End Customer any rights, express or implied or by estoppel.

7.2 End Customer Ownership. As between End Customer and Nuvolo, End Customer shall retain all rights, title, and interest in and to its intellectual property rights in Customer Data.

7.3 License by End Customer for Customer Data. Solely to the extent required to provide the Subscription Service in accordance with this Agreement, End Customer grants Nuvolo a worldwide, limited-term license to copy, transmit and display Customer Data. Subject to the limited license granted herein, Nuvolo acquires no right, title or interest from End Customer or its licensors under this Agreement in or to any Customer Data.

7.4 License by End Customer to Use Feedback. End Customer grants to Nuvolo a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Subscription Service any suggestion, enhancement request, recommendation, correction or other feedback provided by End Customer or Users relating to the operation of the Subscription Service. For the avoidance of doubt, Nuvolo's exposure to Customer Data, without more, does not constitute feedback.

7.5 Deliverables. Excluding any property that constitutes Outside Property, any Deliverables shall be the sole property of End Customer upon End Customer's payment in full of all associated Professional Services fees. Nuvolo shall execute and, at End Customer's written request, require its personnel to execute any document that may be necessary or desirable to establish or perfect End Customer's rights to the ownership of such Deliverables. For purposes of this Agreement, "Outside Property" means any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user-interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that Nuvolo possesses or owns prior to the commencement of Professional Services or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property. Outside Property shall also include any enhancements, modifications or derivatives made by Nuvolo to the Outside Property while performing Professional Services hereunder, and any software, modules, routines or algorithms which are developed by Nuvolo during the term in providing the Professional Services to End Customer, provided such software, modules, routines or algorithms have general application to work performed by Nuvolo for its other customers and do not include any content that is specific to End Customer or which, directly or indirectly, incorporate or disclose End Customer's Confidential Information.

7.6 Outside Property License. To the extent that Nuvolo incorporates any Outside Property into any Deliverables, then Nuvolo hereby grants End Customer a limited, royalty-free, non-exclusive, non-transferable (subject to Section 13.12), without right to sublicense, license to use such Outside Property delivered to End Customer solely as necessary for and in conjunction with End Customer's use of the Deliverables during the Subscription Term.

7.7 Federal Government End Use Provisions (only applicable for the US). Nuvolo provides the Subscription Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Subscription Service include only those rights customarily provided to

the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Nuvolo to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. CONFIDENTIALITY

8.1 Definition. Confidential Information means: (a) Subscription Service (which is Confidential Information of Nuvolo); (b) Customer Data (which is Confidential Information of End Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as Confidential at the time of disclosure, or that due to the nature of the information the receiving party would clearly understand to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any SOW, and any amendment and attachment thereof. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no breach of this Agreement; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

8.2 Obligations. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 8.2 shall remain in effect during the term and three (3) years after termination of this Agreement.

8.3 Required Disclosures. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement to the extent advance notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

9. REPRESENTATION, WARRANTIES, REMEDIES AND DISCLAIMERS

9.1 Nuvolo Representations and Warranties. Nuvolo represents and warrants that (i) Nuvolo has the legal authority to enter into this Agreement, (ii) the Subscription Service will materially conform to the Documentation, (iii) absent a change to applicable law or regulation, the functionality and security of the Subscription Service will not be materially decreased during a Subscription Term, and (iv) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

9.2 Remedies. For any failure of any Subscription Service or Professional Services to conform to their respective warranties, Nuvolo's liability and End Customer's sole and exclusive remedy shall be for Nuvolo, in the case of End Customer providing notice of breach of the warranty set forth in Section 9.1 (ii) or (iii), End Customer having submitted a customer support request to resolve such issue, is for Nuvolo to use commercially reasonable efforts to correct such failure; or, in the case of a breach of the warranty set forth in Section 9.1 (iv) to re-perform the affected Professional Services. If the foregoing remedies are not commercially practicable, Nuvolo may, in its sole

discretion, terminate the applicable SOW upon providing End Customer with written notice thereof, and, as End Customer's sole and exclusive remedy, refund to End Customer (in the case of breach of the warranty set forth in Section 9.1(iv)), any fees paid by End Customer for the portion of Professional Services giving rise to the breach. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made by any person other than Nuvolo or a person acting at Nuvolo's direction.

9.3 End Customer Representations and Warranties. End Customer represents and warrants that (i) it has the legal authority to enter into this Agreement, and (ii) it will use the Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

9.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NUVOLO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND NUVOLO HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

10. INDEMNIFICATION

10.1 Indemnification by Nuvolo. Nuvolo shall indemnify, defend and hold harmless End Customer, its officers, directors and employees from and against any judgments, settlements and costs directly resulting from any third party suit, claim, action or demand (each a "Claim"), to the extent alleging that the Subscription Service infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; provided that End Customer (a) promptly gives Nuvolo written notice of any such Claim; (b) gives Nuvolo sole control of the defense and settlement of such Claim (provided that Nuvolo may not settle any such Claim unless the settlement unconditionally releases End Customer of all liability); and (c) provides to Nuvolo all reasonable assistance, at Nuvolo's expense. In the event of a Claim under this Section 10.1 or if Nuvolo reasonably believes the Subscription Service may infringe, Nuvolo may in its sole discretion: (a) contest the Claim; (b) obtain a license for End Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, without breaching its warranties hereunder; or (d) terminate End Customer's use of the affected Subscription Service. Notwithstanding the foregoing, Nuvolo shall have no obligation to indemnify, defend, or hold End Customer harmless from any Claim to the extent it arises from (i) Customer Data, (ii) use by End Customer after notice by Nuvolo to discontinue use of all or a portion of the Subscription Service, (iii) use of the Subscription Service by End Customer in combination with equipment or software not supplied by Nuvolo where the Subscription Service itself would not be infringing, or (iv) End Customer's breach of this Agreement.

10.2 Indemnification by End Customer. End Customer shall indemnify, defend and hold harmless Nuvolo, its officers, directors and employees from and against any Claim to the extent alleging that: Customer Data infringes any third party patent, copyright or trademark, misappropriates any third party trade secret; provided that Nuvolo (a) promptly gives End Customer written notice of the Claim; (b) gives End Customer sole control of the defense and settlement of the Claim (provided that End Customer may not settle any Claim unless the settlement unconditionally releases Nuvolo of all liability); and (c) provides to End Customer all reasonable assistance, at End Customer's expense.

10.3 Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY END CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) END CUSTOMER'S OBLIGATION TO PAY FOR THE SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS UNDER SECTION 10; AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.2 Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUES, LOSS OF USE, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 10; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the Effective Date and continues until terminated by written agreement of the parties, or if there are no ordering documents or SOWs in effect.

12.2 Termination. A party may terminate this Agreement for cause if the other party (a) materially breaches this Agreement and fails to cure the breach within 30 days after written notice detailing the breach, or (b) becomes subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within 60 days. Professional Services are separately ordered from the Subscription Service and not required for the Subscription Service. A breach with respect to Professional Services shall not by itself constitute a breach with respect to the Subscription Service.

12.3 Customer Data Portability. End Customer must request any and all Customer Data from ServiceNow as Nuvolo has no authorization to access or return such Customer Data hereunder.

12.4 Surviving Provisions. Sections 4.3, 7, 8, 9.4, 10, 11, 12.3, and 13 will survive any termination or expiration of this Agreement.

13. GENERAL PROVISIONS

13.1 Export Compliance. The Subscription Service and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Nuvolo and End Customer each represents that it is not named on any U.S. government denied-party list. End Customer represents and warrants that it is not located in and will not permit any User to access or use the Subscription Service in a U.S.-embargoed country and is not in violation of any U.S. export law or regulation.

13.2 Anti-Corruption. End Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Nuvolo employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If End Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Nuvolo.

13.3 Publicity and Reference. Either party may publicly identify the other party as a customer or vendor, as applicable, using the other party's name and logo. Either party may issue a press release announcing End Customer's selection of the Subscription Service, the text of which will be subject to the other party's prior written approval, not to be unreasonably withheld or delayed. End Customer will use commercially reasonable efforts to act as a

sales reference for Nuvolo upon request once per quarter, provided End Customer is satisfied with the Subscription Service. Any such use of a party's name or logo shall be subject to the terms of the Agreement, and any trademark usage guidelines that such party may provide the other party.

13.4 Force Majeure Event. No party shall be liable or responsible to the other party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes, trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "**Force Majeure Event**"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate the effects of such Force Majeure Event.

13.5 Subscription Service Analyses. Nuvolo may (i) compile statistical and other information related to the performance, operation and use of the Subscription Service and (ii) use, and share data from the Subscription Service for security, product and operations management, to create statistical analyses and other derived data, for research and product development purposes (collectively referred to as "**Subscription Service Analyses**"). Subscription Service Analyses and resulting products and services will not incorporate any information, including Customer Data, in a form that could serve to identify End Customer or an individual. Nuvolo retains all intellectual property rights in Subscription Service Analyses.

13.6 Entire Agreement. This Agreement is the entire agreement between Nuvolo and End Customer regarding the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties have expressly requested that this Agreement and all related documents be drafted in English.

13.7 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.8 No Third-Party Beneficiaries. There are no other third-party beneficiaries under this Agreement.

13.9 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing to the addresses above and will be effective upon (a) personal delivery, (b) the fifth business day after mailing certified return receipt requested, (c) confirmed delivery by generally recognized international guaranteed overnight delivery service, or (d) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Billing-related notices to End Customer will be addressed to the relevant billing contact designated by End Customer, and Legal Notices to End Customer will be addressed to End Customer as set forth above. All other notices to End Customer will be addressed to the relevant Subscription Service system administrator designated by End Customer.

13.10 Waiver. No failure or delay by either party in exercising any right hereunder will constitute a waiver of that right.

13.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, with all other provisions of this Agreement remaining in effect.

13.12 Assignment. Except as explicitly set forth herein, neither party may assign any right or obligation hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, together with all SOWs, without the other party's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.13 Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Notwithstanding any of the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's Confidential Information or intellectual property rights. Neither Party shall be liable to the other Party under or in connection with this Agreement for any claim not made in writing within two (2) years (or within the applicable statutory limitation period if shorter) of the date the facts giving rise to the claim were known or ought reasonably to have been known by the claiming Party.