

ODASEVA TERMS OF USE

These Terms of Use (“**TOU**”) govern your access to and use of the Subscription Services (as defined below) which is not otherwise governed by a separately existing, written subscription agreement between Odaseva and the company or organization, on whose behalf, you agree to these Terms of Use and are authorized to access and use the Subscription Services (“**Customer**”). As a condition of your access to the Subscription Services, please read these Terms of Use understanding that your access and use of the Subscription Services is permitted, by Odaseva, solely as an Authorized User (defined below) of Customer and is subject to the terms contained in this TOU together with any applicable Order Form that references this TOU (collectively the “**Agreement**”). This TOU is by and between you, acting in your capacity as an Authorized User, and the Customer on whose behalf you are authorized to accept these Terms of Use, and the Odaseva entity identified in Section 13(i) of the Agreement (“**Odaseva**”). Odaseva and Customer may be referred to herein collectively as the “**Parties**” to the Agreement or individually as a “**Party**” to the Agreement.

1. DEFINITIONS.

“**Customer Materials**” means all information, data, content and materials that are specifically provided or uploaded by or on behalf of Customer through the Subscription Services in connection with Customer’s use of the Subscription Services. Customer Materials does not include Service Information or Odaseva IP.

“**Documentation**” means the operator, user, and technical manuals and documentation to the extent provided by Odaseva.

“**Odaseva IP**” means the Subscription Services, the underlying software, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Subscription Services and Documentation, Service Information (as defined below), all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all intellectual property or proprietary rights in and to any of the foregoing.

“**Order Form**” means a(n) (i) order form or other ordering document between Customer and Odaseva or an Odaseva authorized reseller; (ii) online registration form made available by Odaseva and accepted by or on behalf of Customer; or (iii) quote issued by Odaseva and accepted by Customer, in each case which references this TOU and sets forth the applicable Subscription Services or Professional Services to be provided by Odaseva.

“**Personal Data**” means data relating to an identified or identifiable natural person as protected under applicable law.

“**Professional Services**” means the implementation and/or other professional services, if any, to be provided by Odaseva to Customer to the extent set forth in the relevant Order Form.

“**Subscription Services**” means the software services provided on Odaseva’s cloud-based platform located at <https://platform.odaseva.com/CBR>: (“**SaaS Services**”) including related Documentation and technical support, as more particularly described or identified in the applicable Order Form.

“**Use**” means to use and/or access the Subscription Services in accordance with this Agreement and the Documentation.

2. SERVICES.

(a) Right to Use. Subject to Customer’s compliance with the terms and conditions of this Agreement, Odaseva hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to Section 13) right to Use the Subscription Services during the applicable Term. Odaseva reserves and, as between the Parties will solely own, the Odaseva IP and all rights, title and interest in and to the Odaseva IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(b) Use Restrictions. Customer will not and will not permit any person or entity (including, without limitation, Authorized Users) to, directly or indirectly: (i) copy, modify or create any derivative work of any portion of the Subscription Services; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Subscription Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Subscription Services to any other person or entity, or otherwise allow any person or entity to use the Subscription Services for any purpose other than for the benefit of Customer in accordance with this Agreement; (iv) use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any

intellectual property rights or other right of any person or entity, or that violates any applicable law; or (v) access or search the Subscription Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Subscription Services features provided by Odaseva for use expressly for such purposes; or (vi) use the Subscription Services, or any other Odaseva Confidential Information for competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Subscription Services.

(c) Authorized Users. Customer will not allow any person or entity other than employees or contractors that it authorizes to use the Subscription Services on its behalf (“**Authorized Users**”). Customer may permit Authorized Users to Use the Subscription Services, provided that Customer is responsible for all acts or omissions by its Authorized Users in connection with their use of the Subscription Services and their compliance with the terms and conditions of this Agreement, including, without limitation, with Customer’s obligations and the restrictions set forth in Section 2(b).

(d) Professional Services. Odaseva may provide Professional Services in connection with the delivery of this Agreement solely to the extent identified in the Order Form.

(e) Services Levels and Support. With respect to the Subscription Services, Odaseva will endeavor to (a) provide Customer with reasonable technical support as described in the applicable Order Form and (b) use commercially reasonable efforts to make the SaaS Services available except for excused downtime, which, for purposes of this Agreement means (i) planned downtime of the SaaS Services; (ii) emergency downtime of the SaaS Services; and (iii) any unavailability of the SaaS Services caused by circumstances beyond Odaseva’s reasonable control. Customer acknowledges that Customer’s sole remedy for any breach of this Section 2(e) shall be limited to Odaseva using commercially reasonable efforts to mitigate or re-perform the applicable Subscription Services.

(f) Trial. This Section applies if Customer and Odaseva agree in an Order Form to a trial of the Subscription Services (“**Trial Period**”). Odaseva offers a free trial solely for a Trial Period of thirty (30) days unless a longer period is identified in the trial Order Form to enable the Customer to evaluate the Subscription Services for the purchase of a full-term subscription. Unless agreed to in an Order Form, no fees are due to Odaseva under this Agreement for the Trial Period. Odaseva will purge Customer Materials within a reasonable period of time upon the expiration of the Trial Period. CUSTOMER ACKNOWLEDGES ODASEVA PROVIDES THE SUBSCRIPTION SERVICES, DURING ANY TRIAL PERIOD, ON AN “AS IS” BASIS, AND ODASEVA MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE ODASEVA IP, THE SUBSCRIPTION SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. IN NO EVENT WILL ODASEVA’S TOTAL LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS ARISING OUT OF OR IN CONNECTION WITH SUBSCRIPTION SERVICES DURING THE TRIAL PERIOD EXCEED FIVE HUNDRED (\$500) DOLLARS, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT ODASEVA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. With respect to the trial, these terms supersede any conflicting terms in this Agreement. For the avoidance of doubt, Section 12 (Indemnification) of this Agreement does not apply to use of the Subscription Services during the Trial Period.

3. **FEES.**

(a) Fees. Customer will pay Odaseva the fees set forth in the applicable Order Form (“**Fees**”) in accordance with the payment terms set forth therein and without offset or deduction. Odaseva reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the term set forth in the applicable Order Form provided such increase shall not exceed 5% in any renewal term. Except as otherwise provided in the relevant Order Form or agreed by the Parties, Odaseva will issue annual invoices to Customer during the Term, and Customer will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Odaseva may suspend the Subscription Services until all payments are made in full. Customer will reimburse Odaseva for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting any late payments or interest. If Customer payments are delinquent for ninety (90) days or more, Odaseva may terminate Customer’s access to the Subscription Services.

(b) Taxes. Odaseva fees do not include any taxes, levies, duties or similar government assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with Customer purchases hereunder. If Odaseva has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 3(b), Odaseva will invoice Customer and Customer will pay that amount unless Customer provides Odaseva with valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Odaseva is solely responsible for taxes assessable against Odaseva based on its income, property and employees.

4. **CUSTOMER MATERIALS AND DATA.**

(a) Service Information. As between Customer and Odaseva, Customer owns and retains all right, title and interest in and to all Customer Materials. Odaseva may use, display and modify the Customer Materials solely to provide and improve the Subscription Services during the Term. In addition, Odaseva may develop or derive data or insights in deidentified (e.g. anonymized or encrypted) form from (i) any Customer Materials; or (ii) Customer’s and/or its Authorized Users’ use of the Subscription Services, including, without limitation, any usage data or trends with respect to the Subscription Services (“**Service Information**”). Customer grants Odaseva a perpetual, sublicensable, and transferable license on a non-exclusive basis to the Service Information for its business purposes

(b) Data Security. Odaseva will maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Materials. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Materials by Odaseva personnel except (i) to provide the Subscription Services to Customer and prevent or address related service or technical problems, (ii) as compelled by law in accordance with Section 10(a) below, or (iii) as Customer expressly permits in writing. Odaseva’s current technical and organizational measures are available at https://www.odaseva.com/legal/en/Odaseva_Security_Controls_Professional.pdf.

(c) Protection of Personal Data. Odaseva will process all Personal Data submitted to the Subscription Services in accordance with the Data Processing Addendum available at https://www.odaseva.com/legal/en/Odaseva-Professional_DPA.pdf. Please also see our Privacy Policy, the terms of which are incorporated herein, regarding the collection, use and disclosure of information that is governed by our [Privacy Policy](#).

5. **REPRESENTATIONS AND WARRANTIES.**

(a) Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents.

(b) Customer represents and warrants that Odaseva’s use of the Customer Materials in accordance with this Agreement will not violate any third party contracts, commitments, nor any applicable laws or regulations nor does or will infringe or violate any intellectual property or other rights of any third party.

6. **FEDERAL GOVERNMENT END USE PROVISIONS.** Odaseva provides the Subscription Services, 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 Services 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, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 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 Odaseva 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.

7. **TERM.**

(a) The Agreement. The term of the Agreement begins on the start date of an Order Form for Subscription Services entered into by Customer under these Terms of Use (“**Effective Date**”), and shall continue for the term stated on the Order Form including the term of all automatic renewals of the Order Form. Any other Order Form between Customer and Odaseva (excluding renewals of an existing Order Form) that incorporates, by reference, these Terms of Use shall form a separate Agreement (consisting of the Order Form and this TOU) the term of which is coterminous with the applicable Order Form. (each as applicable, the “**Term**”).

(b) **Order Form.** Each Order Form that references this TOU shall commence on the start date set forth in the applicable Order Form, shall continue for the term stated on the Order Form, and hereby incorporates the terms of this TOU as of such effective date. Order Forms shall renew automatically for additional one-year periods on the same terms and conditions except for any price increase of which Odaseva has notified Customer no later than sixty days prior to the scheduled expiration date. Any such price increase shall not exceed five percent over the per-unit pricing in the prior term, excluding any promotional or one-time pricing in the prior term. To the extent that an Order Form is terminated, such termination of the Order Form does not terminate the terms of this TOU or any other Order Form.

(c) **These Terms and Conditions.** This TOU begins on the earlier of (a) the effective date of the first Order Form that references this TOU or (b) the date of initial access to Subscription Services, by an Authorized User, under the terms of this TOU and continues until the date that is thirty days following the expiration or termination date of the last Order Form then in existence and shall continue until the date that is thirty days following the expiration or termination date of the last Order Form that references this TOU.

8. **TERMINATION.** Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and, if able to be cured, such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Odaseva may further terminate this Agreement immediately upon written notice to Customer in the event that Customer breaches Section 2, or infringes or otherwise violates Odaseva's intellectual property rights in and to the Subscription Services.

9. **EFFECT OF TERMINATION.**

(a) Upon expiration or termination of an Order Form (other than termination pursuant to Section 8), each other Order Form that is then-in effect will remain in effect for the duration of the then-current Term of such Order Form.

(b) Upon expiration or termination of this Agreement: (i) each Party will make no further use of any Confidential Information belonging to the other Party, and will promptly return to the other Party (or destroy) all Confidential Information of the other Party in its possession or control, except for any archived electronic communications which may be stored confidentially, (ii) Customer's and its Authorized Users' right to Use the Subscription Services pursuant to any pre-existing Order Form will immediately terminate; and (iii) all Fees owed by Customer, if any, to Odaseva pursuant to such Order Form, whether or not such amounts have been invoiced and including all unpaid amounts due and owing, will accelerate and be immediately due or, if already paid, shall be retained in full by Odaseva without any set off or refund.

(c) Within thirty days following the termination of the Agreement, if Customer requests in writing the return of the Customer Materials, Odaseva will make the Customer Materials available to Customer for download at no additional charge. If no such request is made, Odaseva will have no obligation to maintain or provide the Customer Materials, and will thereafter delete or destroy all copies of the Customer Materials in Odaseva's systems or otherwise in Odaseva's possession, unless legally prohibited.

(d) The rights and obligations of Odaseva and Customer contained in Sections 3, 4, 9, 10, 11, 12 and 13 will survive any expiration or termination of this Agreement and any Order Form(s).

10. **CONFIDENTIALITY.**

(a) **Confidentiality.** As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Subscription Services and the Documentation will be deemed Confidential Information of Odaseva. Subject to Section 4(a) of this TOU ("Service Information"), the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure. The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on

a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(b) Exclusions. Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

11. **DISCLAIMER; LIMITATION OF LIABILITY.**

(a) Disclaimer. THE SUBSCRIPTION SERVICES AND OTHER ODASEVA IP ARE PROVIDED ON AN "AS IS" BASIS, AND ODASEVA MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE ODASEVA IP, THE SUBSCRIPTION SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER.

(b) Limitation of Liability. EXCEPT FOR (I) BREACH OF SECTION 10, (II) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS AND ANY INFRINGEMENT BY CUSTOMER OF ODASEVA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL ODASEVA'S TOTAL LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ODASEVA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM MADE UNDER OR RELATED TO THIS AGREEMENT, LESS ALL AMOUNTS PAID BY ODASEVA TO CUSTOMER FOR ALL PAST CLAIMS OF ANY KIND MADE UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT ODASEVA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. **INDEMNIFICATION.**

(a) Indemnification by Odaseva. Subject to Section 12(b), Odaseva will defend Customer against any claim, suit or proceeding brought by a third-party ("**Claims**") alleging that Customer's Use of the Subscription Services infringes or misappropriates such third party's intellectual property rights, and will indemnify and hold harmless Customer against any damages and costs awarded in a final judgement against Customer or agreed in settlement by Odaseva (including reasonable attorneys' fees) resulting from such Claim.

(b) Exclusions. Odaseva's obligations under Section 12(a) will not apply if the underlying Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer's failure to use any enhancements, modifications, or updates to the Subscription Services that have been provided by Odaseva; (iv) modifications to the Subscription Services by anyone other than Odaseva; or (v) combinations of the Subscription Services with software, data or materials not provided by Odaseva.

(c) Indemnification by Customer. Customer will defend, indemnify and hold harmless Odaseva from and against any damages and liabilities (including court costs and reasonable attorneys' fees) awarded in a final judgment against Odaseva, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Odaseva that: (i) the Customer Materials or its use by Odaseva in accordance with this Agreement infringes, misappropriates or violates a third-party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (ii) is based on Customer's or an Authorized User's use of the Subscription Services or Documentation to the extent such use was not in accordance with this Agreement; (iii) is based on the manufacture, sale, distribution or marketing of any Customer's products or services; or (iv) is based on a breach of Section 2 by Customer.

(d) Each Party's obligations under this Section 11 are contingent upon: (i) the Party seeking defense and indemnity (the "**Indemnified Party**") providing the other Party (the "**Indemnifying Party**") with prompt written notice of such Claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii)

the Indemnifying Party having the exclusive right to defend or settle such Claim; and (iii) the Indemnified Party providing all reasonably necessary cooperation to the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement of such Claim. The Indemnified Party may participate in the defense of any Claim at its own expense.

13. MISCELLANEOUS.

(a) Assignment. Neither Party may assign, transfer or sublicense this Agreement, by operation of law or otherwise, without the other Party's prior written consent, except to a successor entity in the event of a merger, consolidation or sale of all or substantially all of the assets of such Party, and any attempt by either Party to do so, without such consent, will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(b) Export Compliance. The Subscription Services, other technology Odaseva makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Service in a U.S.-embargoed country (currently Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or in violation of any U.S. export law or regulation.

(c) Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of Odaseva's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the Odaseva Legal Department.

(d) Publicity. Neither Party shall (except as required by law) issue any announcement, press release or other publicity in any form or otherwise use the other Party's marks or logos without the prior written consent of the other Party. Provided, however, Odaseva may include Customer's name and logo in its customer lists, on its public website and in other promotional material, in each case, solely in accordance with any Customer brand guidelines. Odaseva agrees to cease such uses of Customer's name and logo within thirty (30) days following Customer's request submitted to legal_administration@odaseva.com.

(e) Indirect Purchases. If Customer purchases the Subscription Services through a third party marketplace or approved reseller (each a "**Reseller**"), the following terms shall apply solely for the purposes of such indirect purchase: (i) all references to an 'Order' in the Agreement shall refer to the order between the Customer and the Reseller ("**Order**"); (ii) in addition to the rights provided in Section 4, Odaseva is permitted to share Service Information and other information regarding Customer with the Reseller; (iii) Sections 3, 7(b) with respect to renewals, and 12(f) will be without effect and the terms between the Reseller and Customer covering such subject matter will apply instead; (iv) Odaseva may terminate its Order Form with the Reseller, in the event of failure by Reseller to make payments to Odaseva; (v) as between Odaseva and Customer, Sections 8 and 9(b)(iii) will be without effect as any refund or payment obligations due to termination of the Agreement, will be between the Reseller and Customer.

(f) Entire Agreement. This Agreement, including its exhibits and any Order Form(s), is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

(g) Relationship of the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent. Except as expressly set forth in this Agreement, the exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(h) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(i) **Governing Law and Venue.** The Odaseva entity entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where the Customer is domiciled as provided in the table below. In all instances, the Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Customer Location	Governing Law	Exclusive Venue for Legal Disputes in the Courts of Law	Name and address of the applicable Odaseva Counterparty to the Agreement
The United States of America, Canada, Mexico, a Country in the Caribbean, or a Country in Central or South America (collectively, “the Americas”)	New York and controlling United States federal law	New York, New York, U.S.A.	Odaseva.com, Inc. Attn: Chief Legal Officer 1411 Broadway, 16th Floor, New York, NY 10018, U.S.A. legal_administration@odaseva.com
A country in Europe, the Middle East, or Africa	France	Paris, France	Odaseva Technologies SAS Attn: Chief Legal Officer 144, Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France legal_administration@odaseva.com
The United Kingdom	England	London, England	Odaseva UK Limited Attn: Chief Legal Officer 280 Bishopsgate, London, EC2M 4AG, United Kingdom legal_administration@odaseva.com
Australia and New Zealand	New South Wales, Australia	New South Wales, Australia	Odaseva Australia Pty Ltd Attn: Chief Legal Officer Grosvenor Place, Level 26 225 George Street Sydney NSW 2000, Australia legal_administration@odaseva.com
Within the continents of Antarctica or Asia	Singapore	Singapore	Odaseva Technologies SAS Attn: Chief Legal Officer 144, Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France legal_administration@odaseva.com

(j) **Notices.** All notices required to be sent hereunder (email being sufficient) will be in writing and sent to (i) Odaseva at the applicable address in Section 12(i) above and (ii) Customer at the address for Customer on the Order Form between Odaseva and Customer or on the applicable Order between Odaseva and Reseller.