Cloudwick / Amorphic

Master Services Agreement

This Master Services Agreement (this "MSA"), including any Order Forms (as defined herein), sets forth the terms and conditions pursuant to which Cloudwick Technologies, Inc., a California corporation with offices at 39899 Balentine Drive, Suite 218, Newark, CA 94560 ("Cloudwick"), shall provide access to the Services and the Professional Services (each as defined herein). This Agreement is between Cloudwick and the Cloudwick customer who has purchased access to the Services and/or the Professional Services as set forth on the applicable Order Form ("Customer" and, together with Cloudwick, the "Parties" and each, a "Party"), and is made as of the earliest date set forth on an applicable Order Form. All capitalized terms used in this MSA shall have the meanings stated in the Order Form, unless stated otherwise herein. In the event of a conflict between this MSA and an Order Form, the terms and conditions of this MSA shall govern unless explicitly stated otherwise in the applicable Order Form.

Certain Definitions

a. "Authorized User" means any employee or contractor of Customer who is authorized by Customer to access and use the Services.

b. "Amorphic API" means an application programming interface which Cloudwick makes available to Customer, along with any associated tools, elements, components and executables therein, software development kits and Documentation related thereto.

c. "Credentials" means any user accounts, passwords, access URLs, and other authentication credentials associated with the use of the Services.

d. "Customer Cloud" means Customer's AWS account(s) and related AWS resources and configurations in which the Platform is deployed (including accounts in an AWS Organization and, if applicable, AWS GovCloud (US)), and excludes any environment hosted by Cloudwick.

e. "Customer Facility" means any Credential, account, network, database, hardware, system or other facility within Customer's custody or control, including without limitation, those provided as Third Party Offerings.

f. "Documentation" means Cloudwick's user guides and other end user documentation for the Platform made available by Cloudwick to its customers generally.

g. "Integration" means the integration of the Platform with one or more Customer Facilities.

h. "Intellectual Property" means all rights associated with: (i) patents, patent applications, patent disclosures, inventions (whether or not patentable or reduced to practice) and any improvements thereto, together with all reissues, continuations, continuations in part, divisions, revisions, extensions and/or reexaminations thereof; (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, domain names and all other source identifiers (whether registered or unregistered) and all registrations and applications for registration thereof (including all translations, adaptations, derivations and combinations of the foregoing), together with all the goodwill associated therewith; (iii) copyrights, mask works, copyrightable works and works of authorship (whether registered or unregistered) and all registrations and applications for registration thereof and all associated moral rights; (iv) computer software (including all source code, object code, libraries, modules, components, designs, utilities, scripts, templates, objects, program listings, processes, tools, interfaces, reconfigurations, models, diagrams, methodologies, programs, analyses, frameworks and specifications), data and databases and all documentation therefor; (v) trade secrets and other proprietary information; and (vi) all other intellectual property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license or otherwise.

i. "Laws" means all national, intergovernmental, common law, federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, orders of a court or governmental agency, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

j. "Platform License Period" means the length of each term of the Platform License, as identified on the applicable Order Form.

k. "New Version" means any new version of the Platform or any Amorphic API that Cloudwick may from time to time introduce and market generally as distinct software (as may be indicated by Cloudwick's designation of a new version number), and which Cloudwick may make available to Customer at an additional cost under a separate written agreement.

l. "Order Form" means each order form, quote, Statement of Work or purchase order entered into in writing by the Parties which makes reference to this MSA, or to which this MSA is attached, and which specifies the Platform access purchased by Customer and/or Cloudwick's provision of Professional Services, including any applicable fees and other terms applicable to Customer's access to and use of the Platform and/or Cloudwick's provision of Professional Services.

m. "Order Form Effective Date" means the effective date of an Order Form, as identified on such Order Form.

n. "Platform" means Cloudwick's technology-enabled product, including the software offerings branded as "Cloudwick" and "Amorphic", and any other software, content, services and/or

platforms provided by Cloudwick to Customer, including all New Versions and Updates thereto, and any copies, translations, derivations, adaptations or modifications thereof, and includes any portion of the foregoing.

o. "Platform License" means the license to the Platform and Amorphic API granted under Section 2 of this Agreement, in accordance with the terms of an applicable Order Form.

p. "Professional Services" means any implementation, integration, training, software development or other professional services to be provided by Cloudwick pursuant to an Order Form.

q. "Services" means the Platform, the Professional Services, and the Cloudwick Website as well as other related subdomains.

r. "Statement of Work" or "SOW" means a written document executed by both parties that describes specific services, including Professional Services, to be performed by Cloudwick under this Agreement, as well as any change orders ("Change Order" or "CO") subsequently executed in writing by the Parties in a form mutually agreed by the Parties. Each SOW may include details such as the scope of the services, deliverable, milestones, timelines, fees, assumptions, and Customer responsibilities required to support the successful delivery of the Services.

s. "Third Party Offerings" means products and services delivered or performed by third parties independently of the Services, or other online, web-based subscription services, and any associated offline products provided by third parties, that interoperate with the Services.

t. "Update" means any update, upgrade, release, or other adaptation or modification of the Platform or any Amorphic API, including any updated Documentation, that Cloudwick may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Platform or any Amorphic API, but does not include any New Version.

Platform Terms

a. Cloudwick-Hosted License Grant. If Customer has purchased a Cloudwick-Hosted license, as indicated on an Order Form, then subject to and conditioned on Customer's compliance with this Agreement, Cloudwick hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term (as defined below) to: (i) access, use and make calls to the Amorphic APIs to implement any Integration, in the quantities and subject to any other terms and/or restrictions which may be set forth in the applicable Order Form, or as otherwise agreed to by the Parties in writing; (ii) use the Documentation solely in connection with Customer's authorized use of the Platform; and (iii) access and use the Platform solely for Customer's internal business use and within the Customer Facilities. Customer's access to and use of the Platform must further comply in all material respects with all usage guidelines posted or made available by Cloudwick. For the avoidance of doubt, and except as otherwise set forth in

an Order Form, Customer shall be solely responsible for conducting any and all actions necessary for any Amorphic APIs to be connected to any third party databases, services or facilities, either pursuant to the Integration or otherwise.

b. Customer-Hosted License Grant. If Customer has purchased a Customer-Hosted license, as indicated on an Order Form, then subject to and conditioned on Customer's compliance with this Agreement, Cloudwick hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term (as defined below) to: (i) reproduce the Platform in object code form only, and as provided by Cloudwick to Customer, in order to host, execute, operate, display, and use the Platform within the Customer Cloud, in the quantities and subject to any other terms and/or restrictions set forth on the applicable Order Form or otherwise agreed to in writing by the Parties, for the purpose of (A) Customer's internal business use within the Customer Facilities, and (B) implementing the Integrations; and (ii) use the Documentation solely in connection with Customer's authorized use of the Platform. Customer agrees that it must promptly implement and deploy New Versions and Updates as they are provided to Customer by Cloudwick. Customer further agrees that if the Platform deployed on the Customer Cloud is more than four (4) releases behind the then-current version of the Platform, Cloudwick may suspend its provision of any support, maintenance or other Professional Services to Customer with no penalty to Cloudwick (including without limitation, no suspension of the payment of any applicable fees which correspond to such support, maintenance or other Professional Services).

c. Minimum Requirements. Customer agrees that it must implement and maintain at all times the minimum requirements communicated to Customer by Cloudwick from time to time, which such initial requirements may be set forth in the applicable Order Form (the "Minimum Requirements"), in connection with its use of the Platform and that Cloudwick shall not be responsible for any errors or defects, or inability for Customer to use and/or access all of the functionalities of the Platform as a result of Customer failing to meet such Minimum Requirements.

d. Restrictions. Except as expressly authorized in this Agreement or by Cloudwick, Customer will not, and will not permit any third party, including any Authorized User to: (i) access or use the Services for any other purposes (including for any competitive analysis, commercial, professional or other for-profit purposes); (ii) modify, adapt or create derivative works of the Services; (iii) rent, lease, loan, resell, transfer, sublicense, display or distribute the Services to any third party; (iv) decompile, disassemble, translate or reverse-engineer the Services or otherwise attempt to derive the Services' source code, algorithms, models or techniques used or embodied in the Services; (v) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services; (vi) interfere with or disrupt servers or networks connected to any website through which the Services are provided; (vii) automatically or programmatically extract data; (viii) represent any non-human generated Output (as defined below) as human-generated; (ix) use the Services for any illegal, unauthorized or otherwise improper purposes; (x) use or offer any functionality of the Services

on a service provider, service bureau, hosted, software as a service or time sharing basis, provide or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (xi) use the Services to build a similar or competitive product or service; or (xii) use the Services to transmit code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses.

e. Customer Facilities and Credentials. Except as otherwise set forth in an Order Form, Cloudwick takes no responsibility for the security, operation, support or legality of the Customer Facilities or any Integration, or their compatibility with the Platform. Customer agrees that it shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Customer Facilities and will ensure that no third parties access or use any of Customer's Credentials or Customer Facilities. In the event that Customer becomes aware of any unauthorized access to or use of the Services through use of Customer's Credentials or Customer Facilities, Customer shall immediately give written notice to Cloudwick of such breach and make reasonable efforts to eliminate it. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to and use of the Services through Customer's Credentials and Customer Facilities. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care. Furthermore, Customer assumes all risk and liability associated with sharing any Customer Data, and/or Credentials with any third party.

f. Responsibility for Data. All information, data (including information received or provided by Customer through Customer's use of the Services), text, documents and other materials accessible, either directly or indirectly, through the Services ("Data") are the sole responsibility of the Party from whom such information, data, text, documents or materials originated. Customer acknowledges and agrees that: (i) the Services may provide access to or rely on Data from third parties; (ii) Customer, and not Cloudwick, is entirely responsible for all Data (if any), including ensuring the accuracy, completeness and integrity of such Data, that Customer or its Authorized Users, as applicable, submits, uploads, emails, transmits or otherwise makes available, either directly or indirectly, through or to the Services or to Cloudwick or through or to any Integration ("Customer Data"); and (iii) Customer is solely responsible for giving all required notices and obtaining all necessary consents before submitting, uploading, emailing, transmitting or otherwisemaking available Customer Data through or to the Services or Cloudwick. Customer hereby further represents and warrants that: (1) Customer has all necessary rights and licenses to submit, upload, email, transmit or otherwise makes available all Customer Data for Cloudwick to exercise its rights granted and fulfill its obligations set forth herein, including as necessary for Cloudwick to process any Customer Data submitted or make available, either directly, indirectly or through any Integration, through or to the Services or Cloudwick in accordance with this Agreement, including as set forth in Sections 9; and (2) Customer's submission of Customer Data through or to the Services or Cloudwick, either directly, indirectly or through any Integration, will not violate this Agreement, any Cloudwick usage guidelines or other policies or any Laws

applicable to such Customer Data.

g. Authorized Users. Authorized Users may access and use the Services on Customer's behalf contingent upon such Authorized User's compliance with the terms and conditions of this Agreement and any other guidelines or policies provided or made available by Cloudwick (collectively, the "Terms of Service"), provided that: (i) each Authorized User has a separate user account and only one Authorized User has access to each account; (ii) Customer is responsible for ensuring that all Authorized Users agree in a legally enforceable manner to abide by and fully comply with the terms and conditions of this Agreement on the same basis as applicable to Customer; (iii) such use is only in furtherance of Customer exercising its rights granted and fulfilling its obligations set forth herein; (iv) such use does not represent or constitute an increase in the scope of any licenses provided hereunder; and (v) Customer remains fully responsible and liable for any and all acts or omissions by such Authorized Users related to this Agreement and the Terms of Service as if such acts or omissions are committed by Customer itself.

h. Right to Modify. Including with respect to Section 15, Cloudwick reserves the right at any time to modify, suspend or discontinue the Services (or any portion thereof) with or without notice, and Cloudwick shall not be liable to Customer or any third party for any such modification or discontinuance.

i. Compliance Monitoring. Customer acknowledges and agrees that the Services may include features that allow Cloudwick to monitor use of the Services to confirm that such use complies with this Agreement. Such features may further permit Cloudwick to disable use of the Services remotely. If Cloudwick determines, in its sole discretion, that Customer's use of the Services imposes an unreasonable or disproportionately high load or burden on the Services or Cloudwick's infrastructure, systems or resources, Cloudwick may take reasonable actions to protect the integrity and performance of the Services or its infrastructure, systems or resources, including temporarily limiting, suspending or throttling Customer's access to the Services or certain features thereof. Cloudwick will make a reasonable effort to notify Customer (email being sufficient) prior to taking such actions, and the Parties will work in good faith to resolve the underlying issue.

Professional Services

a. Professional Services. Cloudwick shall provide Customer with the Professional Services set forth in an applicable Order Form. Each Order Form will be governed by the terms and conditions of this MSA and will specify, among other terms the Parties deem relevant: (i) a description of the Professional Services that Cloudwick will provide; (ii) any acceptance criteria applicable to such Professional Services; (iii) the schedule for performance; (iv) the Fees that Customer will pay andany caps or limits to such Fees; and (v) the schedule for payment. If the applicable Order Form includes a Fee cap or other not-to-exceed amount, Cloudwick will not

perform any Professional Services or incur any costs above such amount without the Parties executing a CO increasing such cap or limit. Further, Cloudwick shall not perform any Professional Services or incur any costs arising out of or related to requested changes to the Professional Services that impact the Fees, including changes in scope of work, without the Parties executing a CO authorizing such Fee adjustments.

b. Customer Technical Specifications. As required to provide the Professional Services, Customer shall supply Cloudwick all information and inputs reasonably necessary for Cloudwick to provide the Professional Services to Customer, which may include information, documents, equipment, services, access, facilities and support regarding the Customer Facilities ("Customer Technical Specifications"). In the event Customer fails to provide necessary access to Customer Technical Specifications, Customer will reimburse Cloudwick for additional costs incurred due to such failure.

c. Customer Responsibilities. In connection with Cloudwick's provision of Professional Services, Customer shall provide all reasonable and timely cooperation, perform any tasks, fulfill any necessary responsibilities, and provide any necessary assistance to Cloudwick in connection with Cloudwick's provision of the Professional Services ("Customer Responsibilities"). Customer understands that Cloudwick's performance of the Professional Services may be dependent upon Customer's timely and effective performance of Customer Responsibilities hereunder and timely decisions and approvals by Customer, as may be required. Cloudwick shall be entitled to rely on all decisions and approvals of Customer in connection with the Professional Services. Customer will provide, at no charge to Cloudwick, (i) all information, materials, consents and access to Customer Facilities reasonably required for Cloudwick to perform the Professional Services, and (ii) as applicable, reasonable amount of office space for Cloudwick's personnel onsite, high speed internet and Wifi access, basic office facilities and services, and computer/office/network equipment as Cloudwick may reasonably require in order to perform the Professional Services. Cloudwick shall not be liable for any delay caused by Customer's failure to comply with this Section. If Cloudwick informs Customer of such failure, and Customer does not cure such failure within thirty (30) days, then (A) Cloudwick may terminate any incomplete Professional Services; and (B) in addition to any fees due hereunder, Customer will pay all actual costs up until the point of termination, except for third party costs which Customer has previously agreed to be passed through to Customer and which Customer shall remain responsible for in their entirety.

d. Commencement of Professional Services. Customer acknowledges and agrees that, unless expressly agreed otherwise in an Order Form, Cloudwick requires approximately six (6) weeks lead time from the Order Form Effective Date to mobilize and staff the necessary resources for the performance of Professional Services (the "Mobilization Period"). The actual start date of Professional Services shall be mutually agreed upon in writing by both Parties, subject to the Mobilization and the availability of both Cloudwick's resources and Customer's necessary cooperation as set forth in Section 3(c). the point of termination, except for third party costs which Customer has previously agreed to be passed through to Customer and which Customer shall remain responsible for in their entirety.

Privacy Policy and Data Processing

a. Privacy Policy. In addition to this Agreement and the Terms of Service, the Cloudwick Privacy Policy, and other related policies made available by Cloudwick from time to time including without limitation Cloudwick's Offshore Resources Policy, each of which may be amended from time to time, (the "Privacy Policies") applies to how Cloudwick may process personal information (including that of Customer's Authorized Users or Representatives) provided as part of the Services. Customer acknowledges and agrees that by accessing or using the Services, Cloudwick may receive certain information about Customer and/or Authorized Users, as applicable, including personal information, as set forth in the Privacy Policies, and Cloudwick may collect, use, disclose, store, share and process such personal information in accordance with such Privacy Policies.

b. Data Processing Agreement. Each Party shall comply with the Data Processing Agreement, which is incorporated herein by reference.

c. Technical Requirements. Customer shall be solely responsible for obtaining, configuring and maintaining any third-party hardware, network connectivity and third-party software required to access and use the Services, including computers, operating systems, web browsers and storage devices.

Proprietary Rights

a. Ownership of the Services. The Services provided to Customer hereunder or offerings available to Customer through the Services are licensed, not sold. Including as further set forth in this Section 5, Customer acknowledges and agrees that, as between Customer and Cloudwick, Cloudwick and its licensors owns all rights, title and interest (including all Intellectual Property rights) in and to the Services and all results of and data, content and other materials within or related to the Services, excluding any Customer Materials. Cloudwick retains and reserves all rights not expressly granted in this Agreement. The foregoing shall include all rights of patent, copyright, trade secret and other proprietary rights in all technology, know-how, software, processes, efforts and methods, forms, procedures, data formats, data gathering and retrieval systems and methods, program names, designs and manuals, templates, forms and other proprietary or copyrighted material supplied by Cloudwick or prepared by or for Cloudwick prior to or independently of this Agreement or an Order Form.

b. Customer Materials; Aggregated Data. Customer shall provide Customer Data and certain other text, content, data and information to the Services ("Input") and receive an output from the Services based on the Input ("Output"). As between Cloudwick and Customer, Customer shall own all right, title and interest in and to Customer Data and Output embodying any Customer Data ("Customer Materials"). Notwithstanding anything to the contrary, Cloudwick shall have the right to collect and analyze data and other information relating to the provision, use and

performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, Inputs and Outputs and data derived therefrom) ("Aggregated Data"), and Cloudwick will be free (during and after the Term) to: (i) use Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Cloudwick offerings; and (ii) disclose Aggregated Data in connection with Cloudwick's business, services and other offerings. Cloudwick shall own all right, title and interest (including all Intellectual Property rights) in and to the Aggregated Data.

c. License to Cloudwick. Customer grants Cloudwick and its service providers a perpetual, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made all Customer Materials (in any form and any medium, whether now known or later developed) to the extent necessary for Cloudwick to exercise its rights granted and fulfill its obligations set forth herein and as necessary to monitor and improve the Services. Customer acknowledges and agrees that the technical processing and transmission of Data associated with the Services, may require: (i) transmissions over various networks and across borders; and (ii) modifications to conform, connect and adapt to technical requirements of networks or devices.

d. Trademarks. Customer may not use "Cloudwick", "Amorphic" or any of Cloudwick's names, brands, trademarks, service marks or logos that Cloudwick makes available on or through the Services ("Marks"). Cloudwick claims trademark protection over all such Marks, and Customer will not use the Marks except as expressly authorized herein. Customer will not remove or alter the Marks or any proprietary notices on the Services. Customer may not include the Marks in or as part of any registered corporate name, any logo or service name. Customer may not create any derivative works of the Marks or use the Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship or association with Cloudwick. Customer will not otherwise use business names or logos in a manner that can mislead, confuse or deceive any third party. All use of the Marks and all goodwill arising out of such use will inure to Cloudwick's benefit.

e. Feedback. If Customer elects to provide or make available to Cloudwick any suggestions, comments, ideas, improvements or other feedback relating to the Services, including with respect to any Beta Services (as defined below) ("Feedback"), Cloudwick shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in Customer's Feedback in any form and any medium (whether now known or later developed), without credit or compensation to Customer.

Fees

a. Payment. Unless expressly specified otherwise on an Order Form, and in accordance with the terms thereof, Customer shall pay Cloudwick the applicable fees set forth in the applicable Order Form in accordance with the following terms:

(i) for Fees paid on a periodic basis, payments shall initially be due and payable on the Order Form Effective Date and then upon the start of each subsequent Platform License Period; and

(ii) for Professional Services, Customer shall pay all agreed upon fees for all Professional Services within thirty (30) days of the invoice date. Professional Services billed on a fixed-fee basis will be billed upon completion and approval of the milestones identified in the applicable Order Form. Professional Services billed on a time and materials basis will be billed in arrears on a monthly basis in accordance with the rate(s) identified in the applicable Order Form.

b. Expenses. Subject to the terms and conditions of this Agreement and the applicable Order Form, Customer shall reimburse Cloudwick for such actual reasonable expenses incurred by Cloudwick in the performance of the Services that have been expressly provided for in the applicable Order Form or have otherwise been approved in advance in writing by Customer; provided, however, that no such expense shall be reimbursable unless: (i) Cloudwick furnishes to Customer such documentation for authorized expenses as Customer may reasonably request; and (ii) any travel expenses comply with Customer's travel expense reimbursement policies provided to Cloudwick from time to time. Any expenses incurred by Cloudwick in performing the Services that are not expressly provided for in the applicable Order Form or otherwise pre-approved in writing by Customer shall be the borne by Cloudwick. Subject to the terms and conditions hereof and except to the extent that the applicable Order Form provides otherwise, Cloudwick shall include permitted expenses and related, required documentation on the next monthly invoice, to be paid in accordance with this Section 6.

c. Payment Terms and Third Party Providers. All payments will be made in United States dollars and are non-refundable and non-cancelable, except as otherwise specifically set forth in this Agreement. Except as stated otherwise herein, there will be no refunds or credits for partial months of Services or for any Professional Services, upgrade/downgrade integration refunds or refunds for months unused with an open account. Customer hereby: (i) acknowledges and agrees that Cloudwick uses or may use a third-party payment provider in connection with its collection of Fees; (ii) acknowledges and agrees that Cloudwick will not be responsible for any payments, fees or penalties as a result of Customer's failure to provide up-to-date and accurate information to any such third-party payment provider; and (iii) acknowledges and authorizes Cloudwick and its third-party payment processors to charge all Fees to Customer's chosen payment method. Cloudwick reserves the right to change third-party payment providers at any time.

d. Late Payments. If Customer fails to pay any past due invoice, Cloudwick may charge interest on all past due invoices at a rate of 1.5% per month or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments for two (2) consecutive months, Cloudwick may, upon written notice to Customer, modify the payment terms to require full pre-payment of any or all Fees, or require other assurances to secure Customer's payment obligations hereunder. In addition, Cloudwick may refer collection of any unpaid Fees to an attorney or collections agency, in which case Customer shall pay all reasonable attorney's fees, collections agency fees and costs associated with the collection of the unpaid Fees.

e. Taxes. All Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Services, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges (collectively, "Taxes"), but excluding withholding taxes and taxes solely based on Cloudwick's net income, and Customer shall be responsible for payment of all such Taxes or any related penalties and interest arising fromthe payment of such amounts.

Confidentiality

a. Confidential Information. "Confidential Information" shall mean all information identified in good faith by either Party as being confidential or proprietary or information that, under the circumstances, a reasonable person would assume to be confidential or proprietary. Confidential Information shall include trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, processes, formulas, technology, designs, drawings, engineering, blueprints, hardware configuration information, marketing, finances or other business information provided by either Party. Confidential Information may include third party information as to which the disclosing Party has an obligation of confidentiality. All Customer Data shall be considered the Confidential Information of Customer.

b. Exceptions. Confidential Information shall not include information that: (i) can be demonstrated to have been publicly known at the time of the disclosing Party's disclosure of such Confidential Information to the receiving Party; (ii) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving Party; (iii) can be demonstrated to have been independently developed or acquired by the receiving Party without reference to or reliance upon such Confidential Information; (iv) is provided to the receiving Party by a third party who is under no obligation to the disclosing Party to keep the information confidential; or (v) is required to be publicly disclosed by law, provided, however, that the receiving Party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing Party, to the extent permitted by law, so that the disclosing Party may take lawful actions to avoid or minimize such disclosure.

c. Obligations. The receiving Party shall: (i) protect and maintain the confidentiality of the disclosing Party's Confidential Information using the same degree of care that it uses to protect

its own Confidential Information, and in no event less than reasonable care; (ii) not use the disclosing Party's Confidential Information except as permitted under the Agreement; or (iii) not disseminate, disclose, sell, publish or otherwise make available the disclosing Party's Confidential Information to any third-party without the prior written consent of the disclosing Party, provided that, the receiving Party may disseminate, disclose, publish or otherwise make available the disclosing party's Confidential Information to those of the receiving Party's employees, contractors, agents, members or directors (each, a "Representative") who have a need to know such information and are obligated to abide by non-disclosure terms at least as protective of the disclosing Party's Confidential Information as set forth herein. The receiving Party shall be liable for any breach of the Agreement by a Representative as if the breach was committed by the receiving Party itself.

d. Required Disclosures. Notwithstanding the above, the receiving Party may disclose certain Confidential Information of the disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that, to the extent legally permissible, the receiving Party provides the disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the disclosing Party in obtaining, a protective order or confidential treatment preventing or limiting the disclosure or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

e. Equitable Remedies. Any breach of this Section 7 may irreparably harm the disclosing Party. As such, in the event of a breach, in addition to any other remedy provided herein or by law or in equity, the disclosing Party is entitled to promptly seek injunctive relief in a court of competent jurisdiction without the requirement to prove actual damages or to post any applicable bond.

Dealings With Third Parties and Integrations

a. Third Party Providers. The Services may contain advertisements and/or links to other Third Party Offerings owned, hosted or licensed by a third party (each, a "Third Party Provider"). Cloudwick does not endorse, or verify the accuracy or ownership of the information contained in or on any Third Party Offering or any products or services advertised by any Third Party Provider. If Customer decides to leave the Services and navigate to any Third Party Offering or install any software or download content from any such Third Party Provider, Customer does so at Customer's own risk. Once Customer accesses a Third Party Offering through a link in the Services, Customer shall be subject to the terms and conditions or privacy policy of the applicable Third Party Provider. Customer acknowledges that any terms and conditions governing Customer's use of such Third Party Offerings are solely between Customer and the applicable Third Party Provider and that Customer is not a party to any agreement between Customer and any Third Party Provider. Customer should review the applicable policies,

including privacy and data gathering practices, of any Third Party Offering to which Customer navigates from the Services, or relating to any software Customer uses or installs from a Third Party Provider. Concerns regarding a Third Party Offering should be directed to the Third Party Provider itself. Cloudwick bears no responsibility for any action associated with any Third Party Offering. Customer agrees that Cloudwick does not endorse and is not responsible or liable for any issues related to Third Party Offerings. Cloudwick reserves the right to change, at any time with or without notice to Customer, which Third Party Offerings, if any, that the Services use or are linked to.

b. Integrations. Customer hereby represents and warrants that it shall have all rights and licenses necessary for it or Cloudwick to enable any Integrations, including through the use of a Third Party Offering. If Customer enables, or instructs Cloudwick to enable, an Integration, Customer acknowledges that Cloudwick may allow the Third Party Provider to access Customer Materials to the extent required for the interoperation of such Third Party Offering with the Platform. Cloudwick will not be responsible for any disclosure, modification or deletion of any Data resulting from any such access by Third Party Providers, and Customer is responsible for providing any and all instructions to such Third Party Providers regarding the use and protection of such Customer Materials. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE THIRD PARTY PROVIDER'S TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND ANY APPLICABLE THIRD PARTY LICENSES OR OTHER THIRD PARTY AGREEMENTS, THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO CLOUDWICK AND ITS LICENSORS WITH RESPECT TO ALL INTEGRATIONS AND THIRD PARTY OFFERINGS.

Artificial Intelligence

a. Artificial Intelligence. Customer acknowledges that Cloudwick uses artificial intelligence and machine learning ("AI") to inform the Outputs. In addition, Customer acknowledges that such AI may include AI provided by Third Party Providers, including any Third Party Offerings that provide certain AI functionalities. Cloudwick reserves the right to change, at any time with or without notice to Customer, which third-party AI, if any, that the Services use or are linked to, including any generative AI models or model providers. Cloudwick may, but is not required to, use or link to any AI models or model providers requested by Customer for Customer's use of the Services as set forth herein to the extent: (i) commercially and technologically feasible, as determined in Cloudwick's sole discretion; (ii) such model or provider does not pose a security threat or similar risk; and (iii) Cloudwick reserves the right to revoke or terminate such use or link. For the avoidance of doubt, Customer represents and warrants that to the extent any Customer Data includes personally identifiable information, Customer has provided all necessary notices and received all necessary consents for Cloudwick to process and use such information in connection with AI functionalities.

b. Automated Decision Making. Customer represents and warrants that it will not use the Services, including any AI feature or functionalities therein to make, inform or substitute any material decision that affects individuals, transactions, or rights ("Automated Decision Making"). For the purpose of this Section 9(b), a material decision is any decision that materially affects the rights, obligations, interests, benefits or liabilities of a party or any individual, including but not limited to decisions regarding eligibility, access to services, pricing, employment, credit, insurance or other significant outcomes.

Term, Termination or Suspension

a. Term. The initial term length shall commence on the Effective Date and shall continue for the initial term length set forth in the Order Form (the "Initial Term"), which shall automatically renew for successive terms of equal length beginning on the day immediately following the expiration of the Initial Term or then-current renewal term (each, a "Renewal Term" and each together with the Initial Term, collectively, the "Term") unless either Party provides notice to the other Party of its intent not renew at least thirty (30) days before the end of the Initial Term or then-current Renewal Term.

b. Termination for Cause. This Agreement or an Order Form may be terminated as follows:
(i) (x) immediately if the other Party materially breaches any of the terms or conditions of this Agreement or any Order Form; or (y) to the extent such breach is curable, upon thirty (30) days' notice if the breaching Party fails to cure such breach within such time period; or
(ii) by either Party in the event the other Party becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, has a receiver or manager appointed, makes an assignment for the benefit of creditors or takes the benefit of any applicablelaw or statute in force for the winding up or liquidation of such Party's business.
For the avoidance of doubt, a breach of Section 6 or 16 shall be a material breach of this Agreement by Customer.

c. Termination for Convenience. This Agreement may be terminated for convenience as follows: (i) by either Party at any time upon providing the other Party thirty (30) days written notice; (ii) by either Party when there is no active Order Form upon providing the other Party fifteen (15) days written notice. An Order Form may be terminated for convenience by either Party upon providing the other Party thirty (30) days written notice. Upon the early termination of an Order Form by: (i) Cloudwick, Cloudwick shall provide Customer with a pro-rata refund for any unused portion of a Platform License Period; or (ii) Customer, Cloudwick shall provide Customer with a pro-rata refund for any unused portion of a Platform License period, less a twenty percent (20%).

d. Suspension. Cloudwick reserves the right to suspend Customer's or any Authorized User's access to the Services in the event: (i) Customer or any Authorized User uses the Services in violation of the terms and conditions of this Agreement or the Terms of Service in a manner that disrupts or is reasonably likely to disrupt the availability of the Services to other users; (ii)

Customer fails to make payment within five (5) business days of such payment becoming due; or (iii) an emergency security issue. If access is suspended pursuant to clause (iii), Cloudwick will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the disruption.

e. Effect of Termination; Survival. Upon termination of this Agreement for any reason: (i) Cloudwick, in its sole discretion, may remove and discard any Customer Data; (ii) Customer will immediately cease use of the Services; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Further, Customer agrees that Cloudwick shall not be liable to Customer or any third party for any termination of Customer's account or access to the Services. Notwithstanding Section 10(c)(i) and unless otherwise required or restricted by law, prior to the removal or discard of any Customer Data, Customer shall have the right to request within thirty (30) days of the termination of this Agreement that that Cloudwick provide all Customer Data in Cloudwick's possession to Customer. Cloudwick will deliver or make available for download any Customer Data requested pursuant to the previous sentence in a format maintained in Cloudwick's ordinary course of business unless mutually agreed otherwise. Any outstanding Order Form shall immediately terminate upon the termination or expiration of this Agreement.

Indemnification

a. Claims against Customer. Cloudwick shall indemnify and hold Customer and its affiliates, and each of their officers, directors, employees, agents, partners and licensors, harmless from and against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or paid in settlement (collectively, "Losses") to the extent arising from any action or claim of a third party (each, a "Claim") asserting that the Services infringe the Intellectual Property rights of such third party; provided, however, that Cloudwick shall have no obligation to indemnify Customer from any such Claim to the extent they arise from: (i) use of the Services in any manner that does not comply in all material respects with the terms and conditions of this Agreement and any applicable Laws; (ii) use of the Services in combination withany hardware or software not provided or approved by Cloudwick; (iii) modifications to the Services not made or authorized by Cloudwick; (iv) any Third Party Offerings; or (v) Data or any other data or content submitted by Customer or third parties, including Authorized Users, to the Services or otherwise to Cloudwick (clauses (i) through (v), collectively, "Customer Acts"). In the event that any part of the Services becomes the subject of or Cloudwick reasonably determines that any part of the Services is likely to become the subject of a Claim as set forth in the previous sentence, Cloudwick may, at its sole discretion: (A) procure for Customer a license as necessary for Customer to exercise the rights granted by Cloudwick under this Agreement; (B) modify or replace the Services to avoid infringement, provided, however, that the Services are modified or replaced retains materially the same or better features and functionality; or (C) terminate this Agreement and provide a pro rata refund of the

fees paid by Customer to Cloudwick for the unused portion of the Initial Term or then-current Renewal Term, as applicable. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CLOUDWICK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

b. Claims against Cloudwick. Customer shall indemnify and hold Cloudwick and its affiliates, and each of their officers, directors, employees, agents, partners and licensors, harmless from and against all Losses due to a Claim resulting from: (i) Customer Materials; (ii) Customer's violation of this Agreement, any Order Form, any Law or regulation or any rights (including Intellectual Property rights or rights to privacy or likeness) of another party; or (iii) Customer's use of the Services, except as expressly permitted in this Agreement.

c. Procedure. The indemnified Party shall: (i) give the indemnifying Party prompt written notice of any indemnified claim, provided, however, that failure of the indemnified Party to give such prompt written notice shall not relieve the indemnifying Party of any obligation to indemnify pursuant to this Section 12, except to the extent the indemnifying Party has been prejudiced thereby; (ii) cooperate fully with the indemnifying Party, at the indemnifying Party's expense, in the defense or settlement of any indemnified claim; and (iii) give the indemnifying Party sole and complete control over the defense or settlement of any indemnified claim, provided, however, that any settlement must include a complete release of the indemnified Party without requiring the indemnified Party to make any payment or bear any obligation.

Representations and Warranties; Disclaimer of Warranties

a. Mutual. Each Party represents and warrants to the other Party that: (i) it is duly organized and validly existing under the Laws of the jurisdiction in which it is organized; (ii) it has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; (iii) it has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iv) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder do not conflict with, or constitute a default under, any contractual obligation of such Party.

b. Disclaimer. CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND UNLESS EXPLICITLY STATED OTHERWISE HEREIN, CLOUDWICK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISINGFROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

c. No Implied Representations and Warranties. CLOUDWICK MAKES NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICES, INCLUDING ANY THIRD-PARTY INTEGRATIONS, WILL MEET CUSTOMER'S REQUIREMENTS; (ii) ACCESS TO THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE PRODUCT OR SERVICES WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE, INCLUDING AS SET FORTH IN SECTION 13(d).

d. Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. Cloudwick is constantly working to improve the Services to make them more accurate, reliable, safe or beneficial. Given the probabilistic nature of machine learning, use of the Services may, in some situations, result in Output that does not accurately reflect real people, places or facts. When Customer uses the Services, Customer understands and agrees that: (i) Outputs may not always be accurate, and Customer should not rely on Outputs from the Services as a sole source of truth or factual information or as a substitute for professional advice; (ii) Customer must evaluate Outputs for accuracy and appropriateness for Customer's use case, including using human review as appropriate, before using or sharing Outputs from the Services; (iii) Customer must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical or other important decisions about them; and (iv) the Services may provide incomplete, incorrect or offensive Outputs that do not represent Cloudwick's views. If an Output references any third party products or services, it does not mean the third party is affiliated with Cloudwick or that Cloudwick endorses such third party.

Limitation of Liability

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDWICK SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THE THIRD PARTY OFFERINGS AND CUSTOMER FACILITIES. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR: (I) ANY LOST PROFITS, LOSS OF DATA, GOODWILL OR COST OF COVER; OR (II) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 2(E) (RESPONSIBILITY FOR DATA), SECTION 9 (ARTIFICIAL INTELLIGENCE), AND SECTION 12 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR CUSTOMER'S ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE

SERVICES EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUDWICK FOR ACCESS TO THE SERVICES, EXCLUDING PROFESSIONAL SERVICES, WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATEON WHICH THE APPLICABLE CLAIM(S) AROSE.

c. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Beta Services

a. Beta Services Disclaimer. ALL CLOUDWICK SERVICES LABELED ALPHA, BETA, PRE-RELEASE, TRIAL, PREVIEW OR SIMILARLY ("Beta Services") ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND CUSTOMER'S USE OF SUCH BETA SERVICES IS AT ITS SOLE RISK, AND CLOUDWICK DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS OF ANY KIND. Cloudwick has no obligations in connection with or in the course of providing the Beta Services. Any expectations and estimates regarding Beta Services are based on factors currently known, and actual events or results could differ materially. Cloudwick does not assume any obligation to update any Beta Services. In addition, any information about Cloudwick's roadmap outlines, Cloudwick's general product and services direction is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into this Agreement, any contract or any other commitment. Cloudwick undertakes no obligation either to develop the features or functionality provided in the Beta Services or to include any such feature or functionality in a future release of the Services. Customer expressly acknowledges that the Beta Services has not been fully tested and may contain defects or deficiencies which may not be corrected by Cloudwick. The Beta Services may undergo significant changes prior to release of the corresponding generally available final version.

b. Beta Services Liability Waiver. NOTWITHSTANDING SECTION 14(C), CLOUDWICK'S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS SHALL BE LIMITED TO THE SUM OF ONE HUNDRED DOLLARS ($100) FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE BETA SERVICES.

Legal Compliance

Customer represents and warrants that Customer will comply with all applicable Laws, including without limitation, U.S. export laws and import and use laws of the country where the Services are delivered or used and Customer and each of its Authorized Users is not: **(a)** located in a country that is subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country; and **(b)** listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

Miscellaneous

a. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law provisions. Neither Party will commence or prosecute any suit or claim to enforce this Agreement, or otherwise arising under or by reason of this Agreement, other than in the federal and state courts of competent jurisdiction in or having jurisdiction over Santa Clara, California. The Parties hereby irrevocably consent to the jurisdiction and venue of such courts with regard to any suit, claim or controversy arising under or by reason of this Agreement.

b. Severability. In the event any provision of this Agreement is deemed unenforceable, it shall be stricken from this Agreement, but the remainder of the Agreement shall be unimpaired.

c. Waiver. No waiver of any term of this Agreement shall bind the Party making such waiver unless in writing and signed by the Party making such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose given. No waiver by a Party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

d. Amendment. This Agreement may be amended, modified or supplemented only by a written instrument signed by both Parties to this Agreement. No oral amendments or modifications will be effective.

e. Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of Cloudwick. Cloudwick may freely assign this Agreement without Customer consent or notice to Customer. Any assignment by Customer in violation of this Section 17(e) shall be null and void. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

f. Independent Contractors. The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby. Neither Party is in any way the partner or agent of the other, nor is either Party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other Party.

g. Third Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement.

h. Further Actions. Each Party agrees to execute, acknowledge and deliver such further documents and instruments and to perform all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

i. Notices. All requests and notices required or permitted to be given to the Parties hereto shall be given in writing and shall be delivered to the other Party, effective (i) upon receipt if delivered personally (or if mailed by registered or certified mail), (ii) by email (return receipt requested) or (iii) the day after dispatch if sent by overnight courier, at the appropriate address as set forth below or to such other addresses as may be designated in writing by the Parties from time to time during the term of this Agreement.

If to Cloudwick:
39899 Balentine Drive, Suite 218, Newark, CA 94560
Attn: Legal
With a required copy to: legal@cloudwick.com

If to Customer:
At the address set forth in the Order Form.

(i). Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

(ii). Publicity. Cloudwick may reproduce and display Customer's trademarks and logos on its websites and other marketing materials for the purpose of identifying Customer as a customer of Cloudwick. Customer shall not directly or indirectly issue or permit the issuance of any statement, article, advertisement, announcement, media release or other similar publicity relating to this Agreement or the relationship of the Parties without the prior written consent of Cloudwick.

(iii). Entire Agreement; Amendment. Together with the Terms of Service, Privacy Policies and Data Processing Agreement, this Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. In entering into this Agreement, neither Party is relying on any statements, representations or warranties not contained herein. No consent, modification or change of any term of this Agreement shall bind either Party unless signed in writing by both Parties.

(iv). Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement.

(v). Headings. The captions to the several sections hereof are not a part of this Agreement but are included merely for convenience of reference only and shall not affect its meaning or interpretation.