



## INEIGHT SUBSCRIPTION AGREEMENT (v.05Nov2024)

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT"), IS BY AND BETWEEN INEIGHT, INC. ("INEIGHT") AND THE CUSTOMER (IDENTIFIED AS "COMPANY NAME" ON THE ORDER FORM). THIS AGREEMENT CONSISTS OF THE FOLLOWING TERMS AND CONDITIONS AND ANY OTHER ATTACHMENTS INCORPORATED HEREIN, AND ANY AND ALL ORDER FORMS EXECUTED BY THE PARTIES PURSUANT TO THIS AGREEMENT. THE PARTIES AGREE AS FOLLOWS:

### 1. INEIGHT PRODUCTS

1. Order Forms. The subscription of the InEight Products (defined below) to be provided to Customer in consideration of fees paid by Customer, as agreed upon by InEight and Customer, are as set forth in the order form completed through the InEight.com Website order form (the "**Order Form**"). All subscriptions for InEight Products under such Order Form are part of and subject to the terms of this Agreement.
2. InEight Products. Subject to the terms and conditions of this Agreement, including without limitation Customer's non-refundable payment of all of the fees due thereunder, InEight will provide Customer with right to use the InEight SaaS (software as a service) products specified and agreed to by the parties in the Order Form (the "**InEight Products**") FOR A SIX (6) MONTH PERIOD. Customer may only use the InEight Products purchased under the Order Form for the number of projects specified on the Order Form.
3. Users. Customer's subscription of InEight Products under this Agreement is for an unlimited number of users, which users must be employees of the Customer and Customer designates as a user permitted access to the InEight Products subscribed under this Agreement (the "**Users**"). A User's login to use of InEight Products is specific to that User, and as such a User may not share his/her login credentials with others. Customer shall immediately notify InEight in the event that Customer becomes aware of any violation of these terms concerning the use of the InEight Products by its Users, and is responsible for any and all violations of these terms by the Users.
4. Third Party Software. InEight may make available to Customer a third party software applications ("**Third Party Software**") as part of or for use in connection with the InEight Products. InEight has no responsibility for Third Party Software, except to the extent InEight provides the Third Party Software as a function of the InEight Products and then only to the extent to ensure it operates in accordance with the Service Levels and Support Addendum in section 1.6.
5. Customer Acknowledgements and Obligations.
  1. Customer understands and agrees that

(a) there is inherent risk of compromising information when sharing or transferring electronic documents, and Customer accepts those risks and the fact that the InEight Products do not eliminate the risk of compromising information; (b) Customer shall be solely responsible for ensuring that its disclosure of information, including but not limited to third party information, complies with all applicable local, state, provincial and federal laws, rules, regulations and requirements relating to privacy; and (c) improper use of (or unauthorized modifications to) the InEight Products, including use beyond the scope of the use granted herein, may increase the risk of the inadvertent disclosure of compromising information.

2. Customer shall be responsible for and obtain all rights necessary for the operation of the InEight Products and third-party software provided by Customer or in connection with any of Customer's other programs or materials. Customer acknowledges and agrees that InEight is not responsible for the software, hardware, products and services of third parties not provided by InEight.

Service Levels and Support. The service levels and support for InEight Products are set forth on InEight's website (ineight.com) at <https://ineight.com/ineight-now-service-and-support-terms-25-november-2024/> ("Service Levels and Support Addendum") and incorporated herein by this reference.

### 2. FEES AND PAYMENT

1. Fees. Customer must pay InEight for use of the InEight Products at the time of the subscription purchase under the relevant Order Form in order to receive login access to the InEight Products set forth in the Order Form. All fees are due and payable in US Dollars unless otherwise stated on the Order Form and include any applicable tax. All fees are non-refundable.
2. Taxes. Except as otherwise provided in the Order Form, all charges for InEight Products exclude any value added (VAT), goods and services (GST), state and local sales or use taxes (SUT), provincial sales taxes (PST) or other taxes, fees, duties, charges or surcharges, imposed on, incident to, or based upon the provision or



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subscription of the InEight Products to Customer (collectively "Applicable Taxes"). If InEight is authorized by any governmental authority to collect Applicable Taxes, InEight shall issue billings to Customer separately itemizing the charge for Applicable Taxes and Customer shall pay InEight the Applicable Taxes in addition to all other charges for InEight Products. Taxes based on InEight's net income and capital, and all other taxes directly imposed by any governmental authority remain the sole obligation of InEight and shall not be eligible for reimbursement from Customer.

### 3. PROPRIETARY RIGHTS

1. IP Ownership. InEight and its licensors retain ownership of, and all right, title, and interest in and to, the InEight Products, including any modifications, improvements, upgrades, derivative works thereof, and all intellectual property rights therein and thereto. Customer will not remove or destroy and will take commercially reasonable steps to prevent the removal or destruction of, any InEight or third party copyright, trade secret or other proprietary rights notice from the InEight Products. Except for the express rights granted in this Agreement, InEight does not grant any other rights or interests of any kind, whether express or implied, to any InEight Products, services, or technology, and accordingly, any and all other rights and interests in and to InEight Products not specifically granted to Customer in this Agreement are expressly reserved by InEight and its licensors and suppliers.
2. Customer Data. Any and all data that is uploaded by Customer to the InEight Products is considered Customer's sole property ("**Customer Data**"). InEight is permitted to use Customer Data for the following purposes: (a) to support Customer's and its User's use of the InEight Products including without limitation monitor and address service or technical problems associated with the InEight Products; and (b) to improve the InEight Products (except that Customer personal data shall not be used for this purpose). Customer has access to Customer Data in the InEight Products, for Customer to obtain a copy of its data as needed. Accordingly, if Customer requests that InEight assist in obtaining Customer Data from the InEight Products, such assistance is subject to the parties reaching agreement on the format of the data to be obtained and the fees to be paid to InEight for such assistance. InEight is not

responsible for any claim, loss, cost, expense or other issues resulting from any data provided by Customer that is incomplete, inaccurate, or defective in any way. Customer is responsible for determining what data it uploads to, or otherwise provides in use of, the In Eight Products, and acknowledges that the right to use, and accuracy and quality of, all data provided to InEight by Customer or its Users is entirely Customer's responsibility.

3. Restrictions. Customer shall not, and shall prevent Users from using the InEight Products to: (i) resell, rent, lend, lease, distribute, or timeshare the InEight Products (including on a "service bureau" basis or other on-line service, bulletin board, Web or Internet access), or otherwise provide third parties that are not Users with access to or grant third parties rights to the InEight Products; (ii) circumvent or otherwise interfere with any authentication or security measures of the InEight Products or access the InEight Products other than through approved means; (iii) interfere with or disrupt the integrity or availability of the InEight Products; (iv) send SPAM or any other form of duplicative and unsolicited messages through the InEight Products; (v) alter, merge, modify, adapt, translate or create derivative works based on InEight Products; or design or create a program, environment or application substantially similar in function to the InEight Products; (vi) violate InEight Documentation; (vii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (viii) deceive or defraud third parties; (ix) defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy) of others, or publish, post, upload, distribute or disseminate any inappropriate, defamatory, infringing, obscene, indecent or unlawful material or information, or (x) violate any rights of third parties. Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the InEight Products. CUSTOMER SHALL NOT REMOVE OR OBSCURE, DESTROY AND WILL TAKE COMMERCIALY REASONABLE STEPS TO PREVENT THE REMOVAL, OBFUSCATION OR DESTRUCTION OF, ANY INEIGHT'S OR ANY THIRD PARTY'S COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS NOTICES OR LEGENDS FROM THE INEIGHT PRODUCTS.

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### 4. CONFIDENTIAL INFORMATION

1. Confidential Information Definition. For purposes of this Agreement, “**Confidential Information**” shall mean any business information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Recipient**”) pursuant to this Agreement. Customer Data shall be considered Confidential Information, subject to the restrictions in Section 3.2 and the exceptions in Section 4.3. The InEight Products and this Agreement shall be considered Confidential Information of InEight.
2. Confidential Information Restrictions. All Confidential Information: (a) shall only be used by the Recipient in furtherance of this Agreement or in furtherance of the exercise of its rights or obligations under this Agreement; (b) shall not be copied or distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own employees (and with respect to InEight its contractors and with respect to Customer its Users as applicable), who have a reasonable need to know said Confidential Information, and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Section 4 of this Agreement; the Recipient shall be responsible for any failure of any third party to which it discloses the Disclosing Party's Confidential Information; and (c) shall be treated by the Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to the Recipient's own information of like importance which is to be kept secret, but with no less than reasonable care.
3. Confidentiality Exceptions. The restrictive obligations as set forth in Section 4.2 shall not apply to any information which (a) is generally publicly available or in the public domain at the time it is disclosed; (b) is or hereafter becomes public knowledge through no fault of the Recipient; (c) is known by the Recipient on the date of disclosure and is not subject to any restriction on disclosure or use; (d) is disclosed to the Recipient by a third party who is not subject to any restriction on disclosure or use; (e) the Recipient can demonstrate was developed by it independently without benefit of, or based on, the disclosures made hereunder.
4. Additional Provisions. If disclosure of the Disclosing Party's Confidential Information is required by law, Recipient may disclose the Disclosing Party's Confidential Information, provided, however, that the Recipient will use all reasonable efforts to notify the Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that the Disclosing Party will have a reasonable opportunity to object to such disclosure and will disclose only that Confidential Information which Recipient's legal counsel deems reasonably necessary to disclose. No license or other right is granted to the Recipient by the disclosure of any information hereunder, nor is any warranty made by the Disclosing Party with respect to its Confidential Information.
5. Return of Confidential Information. Confidential Information shall remain the property of the Disclosing Party (along with all copies thereof) even after the expiration or termination of this Agreement. Any Confidential Information of a Disclosing Party which is furnished to a Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of this Agreement, at the Disclosing Party's option, will be destroyed by Recipient (with Recipient providing written certification of such destruction upon request of Disclosing Party).
6. Feedback. From time to time, Customer may provide InEight with suggestions, comments, feedback, ideas or know-how regarding InEight products and services (“**Feedback**”). Feedback also includes anonymized usage information derived from or submitted by the InEight Products (excluding Personal Data). InEight may in connection with any of its products or services (including any improvements) freely use such Feedback in any manner without obligation, royalty or restriction.
7. Remedies. Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Section 4 of this Agreement by Recipient or any of its officers, directors, agents, employees, consultants or Affiliates. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of Section 4 by Recipient and the Disclosing Party shall not be required to, and Recipient hereby waives any requirement for Disclosing Party to, post a bond in connection with such pursuit of equitable relief. Such remedies, however, shall



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not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

### 5. WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY.

1. **DISCLAIMER.** THE INEIGHT PRODUCTS, DOCUMENTATION, SERVICE LEVEL, SUPPORT AND MAINTENANCE SERVICES, AND ANY OTHER MATERIALS, TECHNOLOGY, DATA AND/OR SERVICES PROVIDED BY INEIGHT OR ANY OF ITS LICENSORS OR SUPPLIERS, ARE PROVIDED "AS IS" AND "AS AVAILABLE." INEIGHT AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE BY INEIGHT OR ANY OF ITS LICENSORS OR SUPPLIERS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. INEIGHT, ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE INEIGHT PRODUCTS, DOCUMENTATION, SERVICE LEVEL, SUPPORT AND MAINTENANCE SERVICES, OR ANY OTHER MATERIALS, TECHNOLOGY, DATA AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED, OR THAT SUCH IS SECURE, FREE FROM BUGS, VIRUSES, OR OTHER PROGRAM LIMITATIONS.
2. **LIMITATIONS OF LIABILITY.** EXCEPT FOR MISAPPROPRIATION OR VIOLATION OF INEIGHT'S OR ANY OF ITS LICENSORS OR SUPPLIERS' INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR COST OF SUBSTITUTE GOODS AND SERVICES, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF OR RECREATION OF INFORMATION, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (B) IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF A PARTY TO THE OTHER PARTY

FOR ALL CLAIMS UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

3. **Allocation of Risk.** The warranty disclaimer and limitations of liability set forth in this Agreement shall apply irrespective of any failure of essential purpose of any limited remedy. Customer and InEight each acknowledge and agree that the limitation of liability provisions of this section reflect an informed, voluntary allocation between them of the risk associated with Customer's use of the InEight Products and, but for this provision, InEight would not have made the InEight Products available to Customer at the prices contemplated under this Agreement.

### 6. TERM

1. **Term.** This Agreement shall commence on the Effective Date and remain in effect until terminated pursuant to this Section 6 or upon expiration of the six (6) month term, whichever occurs first.
2. **Termination.** In the event that either Party is in material breach of these terms (or this Agreement), and the breaching Party does not cure such breach within thirty (30) days following notice of such breach, then the non-breaching Party may immediately terminate this Agreement in its entirety, by sending written notice to the breaching Party. To the extent permitted by applicable law, either Party shall have the right to immediately terminate this Agreement upon written notice in the event the other Party (i) fails to comply with its confidentiality obligations under this Agreement; or (ii) becomes the subject of petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or otherwise dissolves, terminates or suspends its business. Termination by either Party for breach shall be in addition to any other remedies the non-breaching Party may have for such breach.
3. **Effect of Termination.** Upon expiration or termination of this Agreement, Customer (including any Users) must immediately stop using the InEight Products and destroy all documentation. Expiration or termination of this Agreement shall not relieve either Party from any obligations accruing prior to such expiration or termination, nor limit any Party's right to pursue any and all other remedies available to it at law or in equity, including injunctive relief. Customer has access to Customer Data to obtain a copy as





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needed prior to termination. All Customer Data will be deleted upon termination or expiration. Upon termination of this Agreement, Sections 2 (with respect of fees owed), 3, 4, 5, 6 and 7 shall survive and remain in effect.

### 7. SECURITY

1. Account Protection. Customer shall protect the confidentiality of all User information, including user names and passwords. In the event that Customer becomes aware that the security of User login information has been breached or compromised in any way, Customer shall immediately deactivate such Users or change the Account's login information and notify InEight. Customer will comply with such other terms as set forth in Section 7.2 below.
2. Security and Data Protection.
  1. General. InEight has implemented and will maintain and follow reasonable technical and organizational measures (including security compliance testing) intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. InEight may use a third-party hosting service and other contractors to provide services on its behalf. Such contractors will be permitted to obtain Customer Data only to deliver the services that InEight has retained them to provide. Customer consents to transfer of Customer Data to such contractors as described herein. InEight cannot guarantee absolute security, or that a security incident will not occur, and does not warrant or guarantee that its systems, products, or services are immune from the malicious or illegal conduct of any third-party.
  2. Security Incident Notification. If InEight becomes aware of any unlawful access to any Customer Data which results in loss, disclosure or alteration of Customer Data (a "Security Incident"), InEight will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Notices of Security Incidents will be delivered by InEight via email. InEight's obligation to report or respond to a Security Incident under these terms is not an acknowledgement by InEight of any fault or liability with respect to the Security Incident. Customer will notify

InEight promptly of any possible misuse of its accounts or login credentials or any security incident related to the InEight Products of which Customer becomes aware.

3. Data Processing. Customer Data may be transferred to and stored and processed in the United States, Canada or Australia, and in other jurisdictions in which InEight or any of its contractors, or its or their affiliates or subcontractors, maintain facilities. Customer appoints InEight to perform any such transfer of Customer Data to any such country and store and process Customer Data in order to provide the InEight Products.
4. Customer Actions. Customer is responsible for security incidents or loss resulting from its (a) failure to perform reasonably requested or recommended upgrades to equipment or software; (b) failure to take reasonable security precautions; and (c) any modifications to the InEight Products performed by anyone other than InEight. Further, Customer is responsible for managing and controlling its users of the InEight Products, and the process they use to do so. InEight is not responsible for (a) any damage or liability arising out of or otherwise caused by Customer's failure to take reasonable security precautions; (b) any damage or liability caused by any person who Customer has given access to InEight Products; or (c) any person who gains access to Customer's Confidential Information as a result of Customer's failure to take reasonable security precautions.

Data Protection. To the extent any applicable data protection laws deem InEight a data processor for the purposes of Personal Data: (a) each party shall take appropriate technical and organizational measures against unauthorized or unlawful disclosure or processing of the Personal Data or its accidental loss, destruction or damage; (b) Customer shall ensure that it is entitled to transfer the relevant Personal Data to InEight so that it may lawfully process the Personal Data in accordance with this Agreement on Customer's behalf; and (c) InEight shall process the Personal Data only in accordance with the terms of this Agreement, including the Data Processing Addendum found at: <https://ineight.com/data-processing-addendum-now-25-november-2024/>, and any reasonable and lawful instructions given by Customer from time to time.

Disaster Recovery Procedures InEight will maintain a disaster recovery ("DR") procedure designed to recover the InEight Service following a disaster. Such DR program



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will include the following elements:

- (i) routine procedures to regularly and programmatically create retention copies of Customer Data for the purpose of recovering lost or corrupted data;
- (ii) inventories, updated at least annually, that list all critical InEight systems;
- (iii) annual review and update of the DR procedures; and
- (iv) annual testing to validate the DR procedures and recoverability of the InEight Service.

### 8. GENERAL

1. Audit. During the term of this Agreement, InEight (and its licensors, as applicable) shall have the right to audit Customer's use as reasonably necessary to confirm Customer's compliance with the terms and conditions of this Agreement.
2. Publicity. InEight may identify Customer on its customer lists and list Customer as a customer in its marketing materials, and reproduce Customer's company name, logo, trademark, trade name, service mark, or other commercial designations.
3. Assignment. Customer may not assign this INEIGHT SUBSCRIPTION AGREEMENT (v.05Nov2024) Agreement without InEight's prior written consent. A merger, sale of all or substantially all of Customer's assets to which this Agreement relates and a direct or indirect change of control of Customer shall constitute an assignment requiring consent. InEight may freely assign this Agreement. Any assignments in violation of the foregoing shall be null and void. Subject to the foregoing, the entire Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective representatives, and permitted successors and assigns of the Parties.
4. Export. InEight Products may be subject to the international trade and export control laws and regulations of the United States and other jurisdictions, including without limitation the U.S. Export Administration Regulations, and International Traffic in Arms Regulations. Each Party shall comply with all applicable trade and export control laws and regulations applicable to its use, transfer or export of the InEight Products. Customer certifies that it is not restricted from making or receiving U.S. exports, and confirms that neither it nor any of its subsidiaries, affiliates, or any other entities owned or controlled by Customer have been designated as being subject to U.S. sanctions and export control restrictions including, but not limited to, being identified on the U.S. list of Specially Designated Nationals ("SDN") or the Entity List (collectively "Designated Persons") [as set forth in <https://www.trade.gov/consolidated-screening-list>, or such other US government lists], and will not permit Users to access or use the InEight Products in a U.S. embargoed country, or in violation of any applicable trade and export laws or regulations. Customer shall not engage in any activity that would cause InEight to be exposed to risk of sanctions, prohibitions, or designation pursuant to U.S. or other applicable economic sanctions regulations. Neither Customer nor any of its subsidiaries, affiliates, or any other entities owned or controlled by Customer are owned or controlled by a government of, or entity located in, a country or region subject to comprehensive economic sanctions programs including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine. In the event the Customer is in violation of this clause, InEight shall have the right to terminate this Agreement, and will assist Customer in the transfer of Customer Data from InEight Products through mutually agreeable process to the extent permitted by applicable law.
5. Governing Law/Jurisdiction/. This Agreement and any dispute, claim or controversy arising therefrom shall be governed by the laws of Delaware in the Federal Courts of Delaware, located in Wilmington, Delaware, in each case without reference to "conflict of laws" principles. The application of the United Nations Convention of Contracts for the International Sale of Goods to this Agreement is expressly excluded. The Parties consent to jurisdiction of the court listed above, as applicable, and such venue shall not be challenged by the non-filing Party as improper or inappropriate due to, among other things, inconvenience under the doctrine of forum non-conveniens or other similar doctrines.
6. Entire Agreement; No Waiver; Order of Precedence. This Agreement constitutes the complete agreement and understanding of the Parties with respect to the subject matter hereof. Any other agreements or environments that may be in place with Customer are independent of this Agreement and any environments provided under this Agreement. No term or provision of this Agreement may be altered, amended or waived except by a writing signed by both Parties. The terms of any purchase order issued by Customer and accepted by InEight are null and void. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. Any Section headings are for reference only and shall not be used to interpret the meaning of any terms and conditions. In the event that there is a conflict

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between any Order Forms and these Terms and Conditions (including the Data Processing Addendum), these Terms and Conditions shall govern.

7. No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.
8. Severability. In case one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, such provisions shall be severed and the Parties specifically intend that the remaining provisions shall continue as valid, legal and enforceable, and these provisions shall be interpreted in such a way as to give them maximum enforceability and validity under the applicable law while retaining the original intent of the Parties with respect to such provisions.
9. Relationship. The Parties acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other Party.
10. Notices. All notices, demands, consents, approvals and other communications which may be required to be served or given under this Agreement shall be sufficient if given via email or in writing and sent by overnight courier to the addresses of the Parties specified in the Notification section listed in the Order Form. Notices shall be deemed given when received via email or overnight courier.
11. Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from its delay or failure to perform any obligation hereunder (other than payment of money) if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without the negligence of such Party. Such events, occurrences or causes include, without limitation, acts of God, strikes, pandemics, epidemics, lockouts, riots, acts of war, earthquakes, fire and explosions. The Party claiming Force Majeure Event shall use reasonable efforts to mitigate the effects of such Event.
12. Electronic Signatures. This Agreement and any related documents may be signed electronically, in counterparts, and that the electronic signatures appearing on INEIGHT SUBSCRIPTION AGREEMENT (v.05Nov2024) this Agreement or any related documents shall have the same legal effect for all purposes, including validity, enforceability and admissibility, as a handwritten signature.
13. Remedies. Unless otherwise expressly stated, any remedies specified herein are in addition to and not in lieu of any remedies available at law or in equity.
14. English Language. The language of this Agreement and all documentation related thereto (including without limitation invoices, Documentation, support services correspondence and documentation) shall be the English language and the parties hereby agree that the English language version of this Agreement and related documentation shall control for all purposes and shall be valid and enforceable notwithstanding any translation into a language other than English. Further, all communications and proceedings relating to this Agreement shall be conducted in English.