

General Terms and Conditions

Effective October 8, 2024

These General Terms and Conditions (“GTC”) apply to the use of software and services (“Services”) provided by ClearCompany, LLC (“ClearCompany”) to the entity identified on an Order Form (“Subscriber”). By executing an Order Form with ClearCompany that references the GTC, Subscriber agrees to the GTC and the applicable Order Form (together, the “Agreement”). Subscriber represents that the individual executing the Order Form is entering into this Agreement on behalf of Subscriber and has authority to bind Subscriber to this Agreement. Subscriber’s use of the Services may be subject to the AI Addendum available at <https://www.clearcompany.com/aiaddendum/> and additional Product Terms listed below or on an Order Form, as applicable based on the Services purchased. If the AI Addendum and/or Products Terms are applicable, they also form a part of the Agreement.

1. ACCESS TO THE SERVICES

1.1. For each Order Form, subject to Subscriber’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions specified on the applicable Order Form), ClearCompany grants Subscriber a limited non-exclusive, non-transferable, non-sublicensable license to use the Services specified in such Order Form during the applicable Order Form Term (as defined below) for Subscriber’s internal business purposes, only as provided in the Agreement and in accordance with ClearCompany’s applicable official user documentation for such Services (the “Documentation”). Subscriber’s purchase of the Services is not contingent upon the delivery of any future functionality or features or dependent on any oral or written public comments made by ClearCompany regarding future functionality or features.

1.2. Subscriber shall (a) use the Services in compliance with all statutes, laws, ordinances, treaties, rules, codes, orders, constitutions, treaties, regulations, requirements, and guidance of any federal, state, provincial, local, or foreign government or political subdivision thereof, or any agency, commission, ministry or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction (collectively, “Laws”) applicable to it in connection with Subscriber’s use of the Services, (b) use the Services in compliance with the terms of this Agreement, the Order Form(s), the AI Addendum (if applicable), Product Terms (if applicable), and any policies referenced in any of the foregoing; and (c) not use the Services in a manner that violates any third-party intellectual property, contractual, privacy, publicity, or other rights.

1.3. Subscriber is solely responsible for Subscriber Data, and all uses of Subscriber Data that occur through Subscriber’s account or any actions taken by Subscriber’s employees, administrators, consultants, or agents in Subscriber’s account. Access credentials are for use only

by Subscriber and by Subscriber's authorized users, in each case in connection with Subscriber's use of the Services. Subscriber shall maintain the confidentiality of Subscriber's access credentials and may not transfer them to or allow them to be used by any third party, other than by Subscriber's authorized users in connection with the use of the Services. Subscriber accepts responsibility for the confidentiality of its login credentials and for all activities that occur under Subscriber's account. If Subscriber believes that the account credentials have been accessed or compromised by an unauthorized third party, Subscriber will notify ClearCompany immediately. If ClearCompany believes Subscriber's access credentials have been compromised or misused, ClearCompany may change such credentials or temporarily suspend Subscriber's account.

1.4. Subscriber is solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, such as computers, web browsers, and high-speed internet (collectively, "Equipment"). ClearCompany is released from any responsibility in the event of Subscriber's inability to access the Services, in whole or in part, due to Subscriber's failure to obtain and maintain any necessary Equipment.

1.5. ClearCompany will implement and maintain reasonable administrative, physical and technical safeguards that are designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any of Subscriber Data or other Confidential Information of Subscriber maintained or accessed by ClearCompany.

1.6. Subscriber may access or use certain third-party products and services that interoperate with the Services including applications and software included or mentioned in the Services that are not developed by Subscriber, third-party service integrations made available through the Services, and third-party products or services authorized by Subscriber to access Subscriber's Services account using shared authentication means or other credentials (collectively, "Third-Party Products"). By enabling a Third-Party Product, Subscriber authorizes ClearCompany to share Subscriber Data to the extent necessary to facilitate Subscriber's use of the Third-Party Product. Third-Party Products are governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the Third-Party Products provider. Subscriber's access to or use of Third-Party Products is solely between Subscriber and the applicable Third-Party Products providers. ClearCompany does not make any representations, warranties, or guarantees regarding the Third-Party Products, including the Third-Party Products' continued availability, security, and integrity. Third-Party Products are made available by ClearCompany on an "AS IS" and "AS AVAILABLE" basis. ClearCompany will not be liable in any manner for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any Third-Party Products.

2. SERVICE UPDATES; BETA SERVICES

2.1. From time to time, ClearCompany may provide upgrades, patches, enhancements, or fixes for the Services to its subscribers generally without additional charge ("Updates"), and such

Updates will become part of the Services and subject to this Agreement; provided that ClearCompany has no obligation under this Agreement or otherwise to provide any such Updates. Subscriber understands that ClearCompany may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that ClearCompany will use commercially reasonable efforts to give Subscriber sixty (60) days' prior notice of any material reduction to the capabilities of the Services.

2.2. Subscriber may be provided an opportunity to participate in a trial period, beta, or early access program in connection with the Services (each, a "Beta Service"). If Subscriber opts into a Beta Service, ClearCompany grants Subscriber a limited, revocable, non-transferable, non-sublicensable, non-exclusive license right to access and use the Beta Service. By accessing or using a Beta Service, Subscriber agrees to any Product Terms that may apply to such Beta Service. Subscriber agrees that (a) a Beta Service is made available to Subscriber on an "as is" and "as available" basis and may contain errors, omissions, or bugs, and (b) ClearCompany has no obligation to correct any such errors, omissions, or bugs. ClearCompany reserves the right to modify or discontinue a Beta Service at any time in ClearCompany's sole discretion. SUBSCRIBER ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF A BETA SERVICE.

3. RESTRICTIONS

3.1. Subscriber will not (and will not allow any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (b) modify, translate, or create derivative works based on the Services; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Subscriber's end users); (e) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof, (f) use the Services to build an application or product that is competitive with any ClearCompany product or service; (g) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (h) bypass any measures ClearCompany may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services), (i) access the Services for the exclusive purpose of monitoring performance or functionality or for any other benchmarking or competitive purposes; or (j) access or use the Services in any manner that may discriminate against an individual.

4. SUBSCRIBER DATA

4.1. For purposes of this Agreement, "Subscriber Data" means any data, information or other material provided, uploaded, or submitted by Subscriber to the Services while using the Services. Subscriber retains all right, title and interest in and to the Subscriber Data, including all intellectual property rights. Subscriber, not ClearCompany, has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data.

4.2. Notwithstanding anything to the contrary, Subscriber acknowledges and agrees that ClearCompany may (a) internally use and modify (but not disclose) Subscriber Data for the purposes of (A) providing the Services to Subscriber and (B) generating Aggregated Anonymous Data (as defined below), and (b) freely use and make available Aggregated Anonymous Data for ClearCompany's business purposes (including, for purposes of improving, testing, operating, promoting and marketing ClearCompany's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by ClearCompany in connection with Subscriber's use of the Services, but only in aggregate, anonymized form which can in no way be linked specifically to Subscriber.

5. OWNERSHIP

5.1. The Services and any updates or improvements thereto are owned, controlled, or licensed by ClearCompany or its affiliates or licensors, including: (a) all platforms, software, and proprietary technology; (b) products, services, data, and related documentation available on the Services; (c) all features, functionality, ideas, images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, and other materials; (d) all names, logos, taglines, trade dress, copyrights, patents, trademarks, or other intellectual property, and (e) any copies and derivative works of the foregoing (collectively, the "Contents"). Contents not owned or controlled by ClearCompany are the property of their respective owners. The Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right Laws. ClearCompany retains all right, title, and interest in and to the Contents. No license to or regarding any of the Contents is granted in connection with Subscriber's use of the Services, except as specifically set out in this Agreement or the applicable Order Form. All rights that are not granted to Subscriber are reserved by ClearCompany.

5.2. ClearCompany encourages Subscriber to provide ClearCompany suggestions, ideas, recommendations, and any other feedback relating to the Services (collectively, "Feedback"). To the extent that Subscriber provides such Feedback to ClearCompany, ClearCompany may use it for any purpose without obligation to Subscriber of any kind.

6. PROFESSIONAL SERVICES

6.1. ClearCompany may from time to time perform Professional Services as agreed upon by the parties. Such Professional Services will be specified either (a) in an Order Form or (b) in a separate mutually executed Statement of Work which references this Agreement (each an "SOW," which upon mutual execution, will be incorporated into and form a part of this Agreement), and include, as applicable, the scope of services, the anticipated schedule, the fee structure, and the deliverables to be provided as part of the Professional Services.

7. COMPLIANCE WITH LAWS

7.1. Subscriber understands and agrees that it is Subscriber's sole and exclusive responsibility to

comply with all Laws, including data privacy and employment Laws, that are applicable to it.

7.2 Subscriber understands and agrees that it is Subscriber's sole and exclusive responsibility to consult with a legal advisor to ensure all use of the Services complies with all applicable Laws.

7.3 No advice or information, whether written or oral, obtained by Subscriber from ClearCompany, its officers, employees, or representatives or from the Services shall be deemed to be legal advice or create any representation or warranty by ClearCompany.

8. PAYMENT OF FEES

8.1. Subscriber will pay ClearCompany the fees set forth in each Order Form and each applicable SOW ("Fees"). ClearCompany will invoice Subscriber for any applicable setup fees plus the first annual payment as of the Billing Start Date indicated on the Order Form, unless otherwise specified. Implementation of the Services will commence upon ClearCompany's receipt of payment of the first invoice. For any Services for which Fees are billed in arrears, ClearCompany will invoice Subscriber following completion of the Services.

8.2. Subscriber may use the Services up to the number of employees or users indicated on an Order Form. ClearCompany reserves the right to monitor Subscriber's usage and to assess fees for overages quarterly in arrears at ClearCompany's then current rates per employee or per active user, unless the parties agree to other pricing and/or billing terms via a signed amendment or Order Form.

8.3. Amounts payable under this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments of any nature, including sales, use, GST, withholding, value-added, or similar taxes imposed by any jurisdiction (collectively, "Taxes"). Subscriber will pay all Taxes associated with the transactions, access, and use, contemplated by this Agreement except Taxes based on ClearCompany's net income, property, or employees. If ClearCompany has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 8.3, ClearCompany will invoice Subscriber and Subscriber will pay that amount unless Subscriber provides ClearCompany with a valid tax exemption certificate authorized by the appropriate taxing authority prior to execution of the applicable Order Form.

8.4. Unless otherwise specified in an Order Form, all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. In the event of Subscriber's breach of the Agreement, ClearCompany may accelerate all payments due under all active Order Forms, in which case such payments are deemed immediately due and payable.

8.5. The Fees for each Renewal Term (as defined below) are subject to an increase to ClearCompany's then-current standard rates, unless otherwise agreed upon by the parties by executing a new Order Form prior to the expiration of the then-current term.

8.6. Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by Law, whichever is lower. Subscriber is responsible for ClearCompany's costs of collection, including all attorneys' fees and court fees and expenses, if Subscriber's unpaid fees are referred to an attorney or collections agency. All Fees paid are non-refundable (except as otherwise expressly set forth in the Agreement) and not subject to set-off. Subscriber agrees and acknowledges that Subscriber Data may be irretrievably deleted if Subscriber's account is ninety (90) days or more delinquent.

8.7. Subscriber acknowledges and agrees that ClearCompany's obligation to perform under this Agreement is conditioned on Subscriber's timely payment of all Fees and compliance with this Agreement.

9. TERM; TERMINATION

9.1. For each Order Form, the "Order Form Term" begins as of the subscription start date set forth on such Order Form unless otherwise specified in the Order Form. The Order Form Term continues for the initial "Agreement Term" specified on such Order Form (the "Initial Term"). The Order Form Term will automatically renew for additional successive periods of equal length to the Initial Term (each, a "Renewal Term") at the conclusion of the Initial Term or the then-applicable Renewal Term, as the case may be. If a party does not wish to automatically renew upon the conclusion of the Initial Term or a Renewal Term, such party must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.

9.2. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach with reference to the applicable provisions of the Agreement alleged to have been breached, such termination to be effective in thirty (30) days unless the other party cures such breach within the thirty (30) day notice period (ten (10) days if the breach is Subscriber's non-payment). In addition, ClearCompany may terminate the Agreement with immediate effect without providing a cure period (a) in the event of Subscriber's violation of Section 3 (Restrictions); or (b) in order to comply with applicable Laws. Subscriber acknowledges that ClearCompany's cure may require Subscriber's timely and reasonable cooperation to identify root causes or other circumstances giving rise to the breach and agrees to provide ClearCompany such cooperation.

9.3. Without limiting the foregoing termination rights, ClearCompany may suspend or limit Subscriber's access to or use of the Services or any feature of the Services if: (a) Subscriber's account is more than ten (10) days past due, (b) ClearCompany suspects or determines that Subscriber has failed to comply with applicable Law or is in material breach of its contractual obligations to ClearCompany (including any violation of Section 3 (Restrictions)), (c) ClearCompany suspects or determines there is evidence of fraud with respect to Subscriber's account, (d) ClearCompany determines that Subscriber's access to or use of the Services poses a security or service risk to ClearCompany, (e) in order to comply with applicable Laws; or (f)

Subscriber's use of the Services results in (or is reasonably likely to result in) damage to or material degradation of the Services which interferes with ClearCompany's ability to provide access to the Services to other subscribers. ClearCompany will use reasonable, good faith efforts to limit the scope of any suspension or limitation to the extent necessary to remediate the cause giving rise to it and will lift any such suspension or limitation as promptly as practicable following the resolution of the cause.

9.4. Upon expiration or termination of this Agreement, all rights granted to Subscriber under the Agreement will terminate and Subscriber will make no further use of the Services. ClearCompany is not required to maintain Subscriber Data in a usable format beyond six months after the date of expiration or termination if no backup request has been received from Subscriber by that time. The confidentiality provisions of this Agreement survive any termination and continue until any Subscriber Data has been deleted or otherwise destroyed.

10. CONFIDENTIALITY

10.1. During the term of this Agreement, each party (as the "Disclosing Party") may provide the other party (as the "Receiving Party") with confidential or proprietary materials and information ("Confidential Information"). Confidential Information means information provided or furnished to the Receiving Party that a reasonable party would deem to be nonpublic, confidential, or proprietary under the circumstances of its disclosure, whether or not marked confidential or proprietary at the time of such disclosure. For the avoidance of doubt, the Services, the terms of any Order Form, and Feedback are Confidential Information of ClearCompany, and Subscriber Data is the Confidential Information of Subscriber. The Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will only use the Confidential Information internally for the purposes contemplated by the Agreement. The Receiving Party agrees to protect all Confidential Information of the Disclosing Party with the same degree of care that it would use with its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.

10.2. The obligations in this Section 10 do not apply to any information that: (a) is made generally available to the public without breach of this Agreement, (b) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (c) is disclosed to the Receiving Party by a third party without restriction, or (d) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party. The Receiving Party may disclose Confidential Information as required by Law or court order, provided that, if legally permissible, the Receiving Party provides the Disclosing Party prompt written notice and uses reasonable efforts to limit disclosure and to support the Disclosing Party's efforts to obtain a protective order or other confidential treatment of the information to be disclosed.

10.3. At any time, upon the Disclosing Party's request, the Receiving Party shall, in its sole discretion, return to the Disclosing Party or destroy all the Disclosing Party's Confidential

Information in its possession provided, however, that the Receiving Party may retain a copy of any Confidential Information (a) as required by applicable Law, (b) as required by its bona fide internal document retention and governance policies, or (c) if contained in an archived computer system or backup made in accordance with its standard security or disaster recovery procedures, in each case to be destroyed or erased in the ordinary course. Any Confidential Information retained pursuant to subsections (a), (b), or (c) above shall continue to be treated as Confidential Information subject to the restrictions in this Agreement, notwithstanding any termination or expiration of this Agreement.

11. DISCLAIMER

11.1. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, (A) THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," (B) CLEARCOMPANY AND ITS LICENSORS DO NOT MAKE, AND EXPRESSLY DISCLAIM) ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CLEARCOMPANY KNOWS OR SHOULD HAVE KNOWN SUCH PURPOSE), SATISFACTORY QUALITY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE; AND (C) WITHOUT LIMITING THE FOREGOING CLAUSE (B), MAKES NO (AND EXPRESSLY DISCLAIMS) ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, COMPATIBLE WITH ANY PARTICULAR ENVIRONMENT, OR FREE FROM DEFECTS, OR ERRORS (OR THAT ANY ERRORS WILL BE CORRECTED). CLEARCOMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. CLEARCOMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL SUFFICIENTLY MEET SUBSCRIBER'S REQUIREMENTS. SUBSCRIBER ACCEPTS AND AGREES THAT USE OF THE SERVICES IS AT ITS OWN RISK AND THAT SUBSCRIBER WILL NOT RELY ON THE SERVICES AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

12. LIMITATION OF LIABILITY

12.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR SUBSCRIBER'S LIABILITY TO PAY FEES UNDER AN ORDER FORM OR SOW, SUBSCRIBER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, OR WHERE THE FOLLOWING LIMITATION IS LIMITED PURSUANT TO APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; OR (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CLEARCOMPANY'S SUPPLIERS AND LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

12.2. WITHOUT LIMITING THE FOREGOING, THE LIMIT ON TOTAL CUMULATIVE LIABILITY OWED

BY CLEARCOMPANY TO SUBSCRIBER FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM OF THE AMOUNT PAID BY SUBSCRIBER TO CLEARCOMPANY FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM GIVING RISE TO SUCH LIABILITY.

13. INDEMNITY

13.1. Subscriber agrees to indemnify, defend, and hold harmless ClearCompany and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all third-party losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, expenses, or demands, including attorneys' fees, relating to or arising out of (a) Subscriber's use or misuse of the Services; (b) Subscriber's breach or alleged breach of this Agreement; or (c) any violation of alleged violation by Subscriber of applicable Laws.

13.2. ClearCompany will defend Subscriber from and against any claim or demand made by an unaffiliated third party alleging that the Services, when used as authorized in this Agreement, unmodified by Subscriber and used in accordance with the Documentation, infringes any intellectual property right of such third party and will indemnify Subscriber from and against any damages and costs awarded against Subscriber or agreed in settlement by ClearCompany (including reasonable attorneys' fees) resulting from such claim or demand. If Subscriber's use of the Services is (or in ClearCompany's opinion is likely to be) enjoined, if required by settlement or if ClearCompany determines such actions are reasonably necessary to avoid material liability, ClearCompany may, in its sole discretion: (a) substitute products of substantially similar functionality; (b) procure for Subscriber the right to continue using the Services; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Subscriber any prepaid, unused Fees paid to ClearCompany for the remaining portion of the Order Form Term with respect to the affected portion of the Services. The foregoing obligations of ClearCompany do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by ClearCompany (including any Subscriber Data), (ii) made in whole or in part in accordance to Subscriber specifications, (iii) modified after delivery by ClearCompany, (iv) combined with other products, processes or materials not provided by ClearCompany (where the alleged losses arise from or relate to such combination), (v) where Subscriber continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Subscriber's use of the Services is not strictly in accordance with the Agreement. This Section 13 states ClearCompany's entire liability and Subscriber's exclusive remedy for third-party claims and third-party actions.

13.3. Each indemnitor's indemnification obligations are conditioned upon the indemnitee providing the indemnitor with: (a) prompt written notice of any claim (provided that a failure to provide such notice will only relieve the indemnitor of its indemnity obligations if the indemnitor is materially prejudiced by such failure); (b) the option to assume sole control over the defense

and settlement of any claim (provided that the indemnitee may participate in such defense and settlement at its own expense); and (c) reasonable information and assistance in connection with such defense and settlement (at the indemnitor's expense). The indemnitor will not stipulate, acknowledge, or admit fault or liability on the indemnitee's behalf, or publicize any settlement, without the indemnitee's prior written consent (which will not be unreasonably withheld, conditioned, or delayed).

14. MISCELLANEOUS

14.1 As used herein, the word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

14.2. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party's name or on its behalf. Other than as expressly set forth herein, there are no third-party beneficiaries to this Agreement.

14.3. If any provision of this Agreement is found to be unenforceable or invalid by a court or other tribunal of competent jurisdiction, that provision will be deemed modified or eliminated to the minimum extent necessary to reflect the parties' original intent, and the remaining portions remain in full force and effect.

14.4. The Agreement (together with all Order Forms and all SOWs) is effective only when executed by electronic signature service, or in counterparts, which together constitute the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. Section headings are intended solely for convenience and will not affect the meaning of this Agreement. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party.

14.5. Neither party will be responsible for any delay or failure in its performance of any obligation under this Agreement (other than Subscriber's payment obligations) due to causes beyond its reasonable control, but only if the party invoking this Section 14.4 promptly notifies the other party and resumes performance promptly when conditions allow it to do so.

14.6. Sections 3, 4, 5, 8, 9.4, 10, 11, 12, 13, and 14 will survive termination of this Agreement.

14.7. No modification, amendment, or waiver of any provision of this Agreement is effective unless in writing and signed by the parties, and either party's failure to immediately take action to enforce any violation of this Agreement does not constitute waiver of such party's right to later

enforce this Agreement with respect to such violation or any similar violation.

14.8. Purchase orders issued by Subscriber are for Subscriber's internal purposes only. All other terms and conditions printed or included on, or referenced in, such purchase orders and other ordering documents or correspondence that purport to add to or modify the terms of this Agreement are expressly rejected by the parties and will be of no force or effect.

14.9. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all its assets or business to which this Agreement relates. This agreement shall be binding on any successors or assignees.

14.10. All notices under this Agreement shall be in writing and shall be deemed to have been given when delivered, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after being sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party on an applicable Order Form with a copy, which shall not constitute notice, to legal@clearcompany.com. Either party may update its address by giving notice in accordance with this section.

14.11. This Agreement is governed by the laws of the State of Delaware, without regard to its conflicts of laws rules. Exclusive jurisdiction and venue for any litigation shall be the federal or state courts located in New Castle County, Delaware. Subscriber and ClearCompany waive any objection to jurisdiction and venue in such courts and further knowingly and voluntarily agree to waive any right to a jury trial.

14.12. Subscriber agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ClearCompany. ClearCompany may use Subscriber's name and logo to identify Subscriber as a ClearCompany subscriber on its website and in other sales and marketing materials. Subscriber agrees that ClearCompany may create a case study and/or issue a press release concerning Subscriber's use of the Services. ClearCompany will not publicly distribute final versions of such documents without Subscriber's prior written consent.