



Cloud Services Terms

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These Cloud Services Terms (these “**Terms**”) govern Customer’s use of the Beezy Services and are attached to, and made part of, that certain Accepted Proposal for Beezy Subscription Licenses between Beezy and Customer.

For information about how Beezy collects, uses, shares, and otherwise processes personal information, please see [Beezy’s Privacy Policy](#).

1. Definitions.

(a) “**Accepted Proposal**” means the ordering document executed by the parties that specifies, among other things, the number of Authorized Users to be granted access to the Cloud Services and the price and payment terms for the Cloud Services.

(b) “**Agreement**” means the Accepted Proposal together with these Terms and any additional terms and conditions referenced therein or attached thereto.

(c) “**Aggregated Statistics**” means data and information related to the use of the Cloud Services that are developed and used by Beezy in an aggregate and anonymized manner, including statistical and performance information related to the provisions and operations of the Cloud Services.

(d) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to the Agreement, and (ii) for whom access to the Cloud Services has been purchased under the Agreement.

(e) “**Beezy Intelligent Work Place Solution**” means Beezy’s intelligent work place solution for Office 365.

(f) “**Beezy Software**” means the Beezy software product(s) identified in the applicable Accepted Proposal, if any, in object code form only.

(g) “**Beezy Technology**” means the Cloud Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Beezy Technology includes Aggregated Statistics and any information, data, or other content derived from Beezy’s operation of the Cloud Services including from any monitoring of access to or use of the Cloud Services. Beezy Technology does not include Customer Data.

(h) “**Cloud Services**” means the Beezy Intelligent Work Place Solution and, as applicable, the Beezy Software.

(i) **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Cloud Services; provided, however, the Customer Data does not include Aggregated Statistics.

(j) **“Documentation”** means Beezy’s documentation relating to the Cloud Services provided by Beezy to Customer from time to time, whether electronically or in hard copy form.

(k) **“Third-Party Products”** means any non-Beezy products or services required to be provided by Customer to enable Customer’s use the Cloud Services.

2. Access and Use.

(a) Use of Cloud Services. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of the Agreement, Beezy hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Cloud Services during the Term. Such use is limited to use by Authorized Users for Customer’s internal business purposes. If at any time the total number of Authorized Users exceeds the number set forth in the Accepted Proposal, Customer will be subject to an adjustment of the Fees payable hereunder to account for such overage.

(b) Use Restrictions. Customer will not use the Cloud Services for any purposes beyond the scope of access granted by the Agreement. Customer will not at any time, directly or indirectly, and will not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Further, Customer will not use the Cloud Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

(c) Documentation License. Subject to the terms and conditions contained in the Agreement, Beezy hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Cloud Services.

(d) Provision of Access. Beezy will provide Customer the passwords and network links or connections necessary for Customer to integrate the Cloud Services with its enterprise Office 365 account. Unless Customer purchases from Beezy professional services for the installation and integration of the Cloud Services, Customer is solely responsible in all respects for the installation and integration of the Cloud Services and migration of Customer Data relating thereto. To the extent Customer is required to install Beezy Software to use the Beezy Intelligent Work Place Solution (i) Beezy will provide Customer with access to and instructions for the installation of such Beezy Software, and (ii) subject to the terms

and conditions contained in the Agreement, Beezy hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with [Section 12\(g\)](#)) limited license to use the Beezy Software during the Term solely for Customer's internal business purposes in connection with its use of the Beezy Intelligent Work Place Solution.

(e) Reservation of Rights. Beezy reserves all rights not expressly granted to Customer in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Beezy Technology.

(f) Suspension. Beezy may temporarily suspend Customer's or any Authorized User's access to any portion or all of the Cloud Services if: (i) Beezy determines that (A) there is a threat or attack on any of the Beezy Technology; (B) Customer's or any Authorized User's use of the Beezy Technology disrupts or poses a security risk to the Beezy Technology or to any other customer or vendor of Beezy; (C) Customer, or any Authorized User, is using the Beezy Technology for fraudulent or illegal activities; (D) Customer has ceased to conduct its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Beezy's provision of the Cloud Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor has suspended or terminated Beezy's access to or use of any of the Third-Party Products required to enable Customer to access the Cloud Services; or (iii) in accordance with [Section 5\(a\)\(iii\)](#) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Beezy will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer. Beezy will use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Beezy will have no liability for any damage, liabilities, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension including, but not limited to, business interruption, loss of data, inability to access data, or lost profits.

(g) Aggregated Statistics. Beezy may monitor usage of the Cloud Services and collect and compile Aggregated Statistics based on Customer's use of the Cloud Services. As between Beezy and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Beezy. Beezy may distribute, disclose, or otherwise use Aggregated Statistics to the extent and in any manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or disclose Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all use of the Cloud Services and Documentation arising from access to the Cloud Services provided to Customer hereunder, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, including any disclosure of passwords or access control mechanisms, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer.

(b) Third-Party Products. Customer is solely responsible for acquiring access to the Third-Party Products sufficient to permit access to and use of the Cloud Services and for meeting all the other requirements set forth in Beezy's list of Software Prerequisites located at ("[Beezy Software](#)")

[Prerequisites](#)”). Beezy may from time to time make adjustments to the list of Beezy Software Prerequisites upon reasonable advanced notice to Customer. Such Third-Party Products are subject to their own terms and conditions and Beezy disclaims any and all liability associated with such Third-Party Products and their use by Customer. Customer may not access or use the Cloud Services if Customer has not acquired the Beezy Software Prerequisites.

4. Support Services. Subject to the terms and conditions of the Agreement, Beezy will use commercially reasonable efforts to provide the support services set forth in the Maintenance & Support Services Addendum located at (“[Maintenance & Support Services](#)”).

5. Fees and Payment.

(a) Fees. Customer will pay Beezy the fees (“**Fees**”) as set forth in the Accepted Proposal without offset or deduction. Customer will make all payments hereunder in US dollars on or before the due date set forth in the Accepted Proposal. If Customer fails to make any payment when due, without limiting Beezy’s other rights and remedies: (i) Beezy may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer will reimburse Beezy for all reasonable costs incurred by Beezy in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Beezy may suspend Customer’s and its Authorized Users’ access to any portion or all of the Cloud Services until such amounts are paid in full. After the Initial Term, Beezy may increase the Fees for each Renewal Term by providing written notice to Customer at least 30 days prior to the commencement of such Renewal Term, and the Accepted Proposal will be deemed amended accordingly.

(b) Taxes. All Fees and other amounts set forth in any Accepted Proposal are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Beezy’s income.

(c) Auditing Rights and Required Records. Customer will maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of the Agreement (solely with respect to matters necessary for accurately determining amounts due hereunder). Beezy may, at its own expense, on reasonable prior notice, (a) no more frequently than quarterly during the Term, require Customer to run a script provided by Beezy for the purposes of confirming Customer’s compliance with the number of Authorized Users set forth in the Accepted Proposal, and (b) once in any 12-month period, inspect and audit Customer’s records solely with respect to matters covered by the Agreement, provided that if such inspections and/or audits reveal that Customer has underpaid Beezy with respect to any amounts due and payable during the Term, including by way of Customer using more than its allotment of Authorized Users set forth in the Accepted Proposal, Customer will promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with [Section 5\(a\)](#). Customer will pay for the costs of the audit if the audit determines that Customer’s underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of the Agreement and for a period of two years after the termination or expiration of the Agreement.

6. Confidential Information; Security.

(a) Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party will not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permissible under applicable law, the party making the disclosure pursuant to the order will first give written notice to the other party and permit the other party, at its discretion, to seek a protective order; or (ii) to establish a party’s rights under the Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party will promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party’s obligations of non-disclosure with regard to Confidential Information will survive any termination or expiration of the Agreement.

(b) Security. Customer acknowledges that Beezy does not host, and has no access to, Customer Data unless Customer separately discloses such Customer Data to Beezy outside of the Cloud Services. Therefore, except for the confidentiality obligations set forth above, Beezy has no obligations to Customer or liability with respect to any Customer Data.

7. Intellectual Property Ownership; Feedback.

(a) Beezy Technology. Customer acknowledges that, as between Customer and Beezy, Beezy owns all right, title, and interest, including all intellectual property rights, in and to the Beezy Technology.

(b) Customer Data. Beezy acknowledges that, as between Beezy and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

(c) Feedback. If Customer or any of its employees, Authorized Users, contractors, or agents provides any suggestions or recommendations for changes to the Beezy Technology, including but not limited to, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Beezy is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Beezy on Customer’s behalf, and on behalf of its employees, Authorized Users, contractors, and agents, all right, title, and interest in and to the Feedback, and Beezy is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Beezy is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Beezy does not make any representations or guarantees regarding uptime or availability of the Cloud Services unless specifically identified in the Maintenance & Support Services. The remedies

set forth in the Maintenance & Support Services are Customer's sole remedies and Beezy's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND BEEZY STRICTLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) THE BEEZY TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" AND BEEZY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BEEZY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), BEEZY MAKES NO WARRANTY OF ANY KIND THAT THE BEEZY TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER CLOUD SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Beezy Indemnification.

(i) Beezy will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Cloud Services, or any use of the Cloud Services in accordance with the Agreement, infringes or misappropriates such third party's U.S. patents, trademarks or copyrights, provided that Customer promptly notifies Beezy in writing of the claim, cooperates with Beezy, and allows Beezy sole authority to control the defense and settlement of such claim.

(ii) If such a Third-Party Claim is made or appears possible, Beezy may, in its sole discretion, (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain rights sufficient for Customer to continue using the Cloud Services in accordance with the Agreement. If Beezy determines that neither alternative is reasonably available, Beezy may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the Third-Party Claim arises from: (A) use of the Cloud Services in combination with data, software, hardware, equipment, or technology not provided by Beezy or authorized by Beezy in writing; (B) modifications to the Cloud Services not made by Beezy; (C) Customer Data; (D) use of the Cloud Services in a manner that breaches the terms of the Agreement or is inconsistent with the Documentation; or (E) Third-Party Products. Additionally, Beezy will have no liability for any Third-Party Claim that could have been avoided by the use of then-current maintenance release (as further defined in the Maintenance & Support Services) or if the Customer had followed Beezy's reasonable written instructions.

(b) Customer Indemnification. Customer will indemnify, hold harmless, and, at Beezy's option, defend Beezy from and against any Losses resulting from any Third-Party Claim that the Customer Data infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Cloud

Services in a manner not authorized by the Agreement or inconsistent with the Documentation; (iii) use of the Cloud Services in combination with data, software, hardware, equipment, or technology not provided by Beezy; or (iv) modifications to the Cloud Services not made by Beezy, provided that Customer may not settle any Third-Party Claim against Beezy unless Beezy consents to such settlement, and further provided that Beezy will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BEEZY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CLOUD SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL BEEZY'S LIABILITY UNDER THIS SECTION 9 EXCEED TWO TIMES THE AMOUNT PAID FOR THE CLOUD SERVICES IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Limitations of Liability. IN NO EVENT WILL BEEZY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR CLOUD SERVICES, IN EACH CASE REGARDLESS OF WHETHER BEEZY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BEEZY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCLUDING BEEZY'S LIABILITY SET FORTH IN SECTION 9(c), EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO BEEZY UNDER THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$250,000.00, WHICHEVER IS LESS.

11. Term and Termination.

(a) Term. The term of the Agreement begins on the effective date set forth in any applicable Accepted Proposal and will continue for the term set forth on the Accepted Proposal (or, if no term is listed, until the Agreement is otherwise terminated in accordance with Section 11(b)) (the "**Initial Term**"). Following the Initial Term, the Agreement will automatically renew for successive terms equal in length to the Initial Term, until the Agreement is otherwise terminated in accordance with Section 11(b) or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any express termination right set forth in the Agreement:

(i) Beezy may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Beezy's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) each party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of

cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) each party may terminate the Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of the Agreement, Customer will immediately discontinue use of the Beezy Technology and, without limiting Customer's obligations under Section 6, Customer will delete, destroy, or return all copies of the Beezy Technology and certify in writing to Beezy that the Beezy Technology has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and Sections 1, 2(b), 2(g), 5, 6, 7, 8(b), 9, 10, 11(c) and 12 survive any termination or expiration of the Agreement. No other provisions of the Agreement survive the expiration or earlier termination of the Agreement.

12. Miscellaneous.

(a) Entire Agreement. The Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions of the Agreement and any other documents incorporated in the Agreement by reference, the following order of precedence governs: (i) first, the Accepted Proposal; (ii) second, these Terms; (iii) third, the Professional Services Terms; and (iv) any other documents incorporated by reference in these Terms or the Cloud Services Terms.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth in the Accepted Proposal (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(c) Force Majeure. In no event will Beezy be liable to Customer, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Beezy's reasonable control (whether or not foreseeable), including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns, pandemic or health crisis, other industrial disturbances, passage of law or any action taken by a governmental or public

authority, including imposition of an embargo, or any requirement to suspend or reduce operations in order to protect the safety of people or to protect the environment.

(d) Amendment and Modification; Waiver. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice or conflict of law provisions or rules. Any legal suit, action, or proceeding arising out of or related to the Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in Manhattan, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THE AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY

(g) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, including, without limitation, by way of merger, reverse triangular merger, equity sale or other similar transaction, without the prior written consent of Beezy. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. The Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Cloud Services or any Customer Data outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Cloud Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 2(b), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. The Agreement may be executed in counterparts, including counterparts delivered electronically, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Language. The Agreement is in the English language only, which language will be controlling in all respects. All versions of the Agreement, if any, in any other language will be for convenience only and will not be binding on the parties. All communications and notices made or given under the Agreement, and any documentation and support to be provided will be in English unless otherwise noted.