



## TERMS OF SERVICE

THESE TERMS OF SERVICE, TOGETHER WITH AN EXECUTED SERVICE ORDER, ENTERED INTO BY AND BETWEEN CAMELUS, LLC, A NEW YORK LIMITED LIABILITY COMPANY WITH AN OFFICE LOCATED AT 10-17 JACKSON AVENUE, LONG ISLAND CITY NY 11101 ("CAMELUS"), AND THE BUSINESS ENTITY EXECUTING THE RELEVANT SERVICE ORDER ("CLIENT"), CONSTITUTES A BINDING AGREEMENT ("AGREEMENT") BY AND BETWEEN CAMELUS AND CLIENT (EACH A "PARTY" AND COLLECTIVELY THE "PARTIES").

THESE TERMS OF SERVICE ARE EXPRESSLY INCORPORATED INTO AND MADE A PART OF THAT CERTAIN SERVICE ORDER ("SERVICE ORDER") ENTERED INTO BY AND BETWEEN THE PARTIES.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON A PARTY'S BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CLIENT'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CLIENT TO THESE TERMS AND CONDITIONS.

### 1 | DEFINITIONS

1.1 "**Aggregated Statistics**" means data and information related to Client's use of the Services that is used by Camelus in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.2 "**Authorized User**" means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

1.3 "**Camelus IP**" means the Services, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, Client IP includes Aggregated Statistics and any information, data, or other content derived from Camelus monitoring of Client's access to or use of the Services, but does not include Client Data.

1.4 "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services, and all information processed or stored through the Services by Client or on Client's behalf. Client data does not include payment records, credit cards or other information Client uses to pay Camelus, or other information and records related to Client's account, including without limitation identifying information related to Client staff involved in payment or other management of such account.

1.5 "**Documentation**" means Camelus user manuals or guides relating to the Services provided by Camelus to Client either electronically or in hard copy form.

1.6 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.7 "**Services**" means the software-as-a-service offering and platform, together with any features, functions and configurations described in an outstanding Service Order, or a Service Order attached as **Exhibit A**.

1.8 "**Third-Party Integrations**" means any third-party products or offerings Client wishes to integrate with the Services as more specifically outlined and described in an outstanding Service Order, or a Service Order attached as **Exhibit A**.

## 2 | ACCESS AND USE

2.1 **Provision of Access.** Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, Camelus hereby grants Client a non-exclusive, non-transferable right to access and use the Services during the Term (defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Client's internal use. Camelus shall provide Client the necessary passwords and network links or connections to allow Client to access the Services. The total number of Authorized Users will not exceed the number set forth in a Service Order or **Exhibit A**, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.2 **Documentation License.** Subject to the terms and conditions contained in this Agreement, Camelus hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

2.3 **Use Restrictions.** Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the 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.

2.4 **Reservation of Rights.** Camelus reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any Intellectual Property Rights or other right, title, or interest in or to the Camelus IP.

2.5 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Camelus may temporarily suspend (and terminate if Camelus so determines in its sole discretion) Client's and any Authorized User's access to any portion or all of the Services if: (a) there is a threat or attack on any of the Camelus IP; (ii) Client's or any Authorized User's use of the Camelus IP disrupts or poses a security risk to the Camelus IP or to any other client or vendor of Camelus; (iii) Client or any Authorized User, is using the Client IP for fraudulent or illegal activities; (iv) subject to applicable law, Client has ceased to continue 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; (v) Camelus's provision of the Services to Client or any Authorized User is prohibited by applicable law; or (vi) any vendor of Camelus has suspended or terminated Camelus's access to or use of any third-party services or products required to enable Client to access the Services; (any such suspension a "**Service Suspension**"). Camelus shall use reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. Camelus shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Camelus will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

2.6 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Camelus may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between Camelus and Client, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Camelus. Client acknowledges that Camelus may compile Aggregated Statistics based on Client Data input into the Services. Client agrees that Camelus may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

### 3 | CLIENT RESPONSIBILITIES

3.1 **General.** Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

3.2 **Third-Party Integrations.** In accordance with an outstanding Service Order or **Exhibit A**, the Parties may agree to those certain third Party integrations specified in the Service Order or **Exhibit A** from time to time make. For purposes of this Agreement, such Third-Party products and/or offerings subject to integrations under a relevant Service Order or **Exhibit A** are subject to their own terms and conditions. Client shall be in compliance with and abide by the applicable terms and conditions associated with such products/offering that are the subject of the Third Party Integrations. Camelus shall not be responsible for any breach by Client of the applicable terms and conditions a third party product/offering caused by Client.

### 4 | FEES

4.1 **Fees.** Client shall pay Camelus the fees ("**Fees**") as set forth in the outstanding Service Order or **Exhibit A** without offset or deduction. Client shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Client fails to make any payment when due, without limiting Camelus's other rights and remedies: (i) Client 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) Client shall reimburse Camelus for all reasonable costs incurred by Camelus in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 15 days or more, Camelus may suspend Client's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

**4.2** Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client 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 Client hereunder, other than any taxes imposed on Camelus income.

## **5 | CONFIDENTIAL INFORMATION**

5.1 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 orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure 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 shall 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 the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall 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 are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Camelus will retain all right, title, and interest in and to all Confidential Information.

5.2 **Exception & Immunity.** Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Client is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

- (a) *Immunity.* An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## 6 | INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

6.1 **Camelus IP.** Client acknowledges that, as between Client and Camelus, Camelus owns all right, title, and interest, including all Intellectual Property Rights, in and to the Camelus IP and, with respect to Third-Party Integrations, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Integrations.

6.2 **Client Data.** Camelus acknowledges that, as between Camelus and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to Camelus a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Camelus to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics.

6.3 **Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to Camelus by mail, email, telephone, or otherwise, suggesting or recommending changes to the Camelus IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Camelus is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Camelus on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Camelus 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 Camelus is not required to use any Feedback.

## 7 | REPRESENTATIONS AND WARRANTIES

7.1 **From Camelus.** Camelus represents and warrants that Camelus is the owner of the Services and Camelus IP and of each and every component thereof, or the recipient of a valid license

thereto, and that Camelus has and will maintain the full power and authority to grant the rights to use the Services and Camelus IP set forth in this Agreement without the further consent of any third party. Camelus's representations and warranties in the preceding sentence do not apply to use of the Services and/or Camelus IP in combination with hardware or software not provided by Camelus. In case of breach of the warranty above in this Section 7, Camelus, at its own expense, shall promptly: (a) secure for Client the right to continue using the Services and/or Camelus IP; (b) replace or modify the Services and/or Camelus IP to make it noninfringing; or if such remedies are not commercially practical in Camelus's reasonable opinion, (c) refund the fees paid for the Services and/or Camelus IP for every month remaining in the then-current Term following the date after which Client access to the Services and/or Camelus IP ceases as a result of such breach of warranty. If Camelus exercises its rights pursuant to Subsection 7.1(c) above, Client shall promptly cease all use of the Services and/or Camelus IP and all reproduction and use of the Documentation and erase all copies in its possession or control. This Section 7.1, in conjunction with Client's right to terminate this Agreement where applicable, states Client's sole remedy and Camelus's entire liability for breach of the warranty above in this Section 7.

**7.2 From Client.** Client represents and warrants that: (a) Client has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) Client has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; (c) Client has all requisite rights, consents, and authorizations with respect to the Client Data as well as permissions in connection with any requested integration; and (d) Client is an entity authorized to do business pursuant to applicable law.

**7.3 WARRANTY DISCLAIMER.** THE SERVICES AND CAMELUS IP ARE PROVIDED "AS IS" AND CAMELUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CAMELUS 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. CAMELUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR CAMELUS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLINET'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **8 | RESPONSIBLE DATA HANDLING AND PRIVACY**

**8.1 Use of Client Data.** Camelus shall not: (a) access, process, or otherwise use Client Data other than as necessary to facilitate the Services; or (b) give Client Data access to any third party, except Camelus's subcontractors that have a need for such access to facilitate the Services and are subject to a reasonable written agreement governing the use and security of Client Data.

**8.2 Privacy Law.** Each Party represents and warrants that it will comply with all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of data collected from or about end users or specific devices (collectively, the "Rules"). The term "Rules"

shall include, without limitation, (a) all United States Federal Trade Commission rules and guidelines regarding the collection, use and disclosure of data from or about end users and/or specific devices; (b) all United States federal and state laws regarding data collection and data privacy; (c) the Self-Regulatory Principles and guidance of the Interactive Advertising Bureau (“**IAB**”), and solely if applicable, the Rules of any other jurisdiction, including European Union General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and all amendments and updates to them or as replaced or superseded from time to time.

## **9 | INDEMNIFICATION**

### **9.1 Camelus Indemnification.**

9.1.1 Camelus shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, or trade secrets, provided that Client promptly notifies Camelus in writing of such Third-Party Claim, cooperates with Camelus, and allows Camelus sole authority to control the defense and settlement of such Third-Party Claim.

9.1.2 If a Third Party-Claim is made or appears possible, Client agrees to permit Camelus, at Camelus's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Client to continue use. If Camelus determines that neither alternative is reasonably available, Camelus may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

9.1.3 This Section 9.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Camelus or authorized by Camelus in writing; (B) modifications to the Services not made by Camelus; or (C) Client Data; or (D) Third-Party Products.

### **9.2 Client Indemnification.**

9.2.1 Client shall indemnify, hold harmless, and, at Camelus's option, defend Camelus from and against any Losses resulting from any Third-Party Claim that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Client's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Camelus or authorized by Camelus in writing; or (iv) modifications to the Services not made by Camelus.

9.2.2 Client may not settle any Third-Party Claim against Camelus unless Camelus consents to such settlement, and further provided that Camelus 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.

9.3 **Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND CAMELUS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL CAMELUS'S LIABILITY UNDER THIS SECTION 9 EXCEED TWO TIMES THE AMOUNT OF FEES PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM.

## 10 | LIMITATION OF LIABILITY

IN NO EVENT WILL CAEMLUS BE LIABLE UNDER OR IN CONNECTION WITH THIS 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 SERVICES, IN EACH CASE REGARDLESS OF WHETHER CAMELUS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL CAMELUS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ON AND A HALF TIMES THE TOTAL AMOUNTS PAID TO CAMELUS UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 11 | TERM AND TERMINATION

11.1 **Term.** The initial term of this Agreement begins on the Effective Date set forth on the relevant Service Order or **Exhibit A**, and shall continue for the period set forth in the Service Order ("**Term**"). This Agreement will automatically renew for up to additional successive terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

11.2 **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) Camelus may terminate this Agreement, effective on written notice to Client, if Client (A) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after Camelus's delivery of written notice thereof; or (B) breaches any of Client's obligations under Section 2.3, Section 5, Section 6, Section 7, or Section 8;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or



(iii) either Party may terminate this 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.

11.3 **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the Camelus IP and, without limiting Client's obligations under Section 5, Client shall delete, destroy, or return all copies of the Camelus IP and certify in writing to Camelus that the Camelus IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination or entitle Client to any refund.

11.4 **Survival.** This Section 11.4, 2.3, 5, 6, 7.3, 9, and any other provision, which by its express terms survive termination, survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12 | GENERAL PROVISIONS

**12.1 Entire Agreement.** This 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 this 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 statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

**12.2 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 on the applicable Service Order (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, or nationally recognized overnight courier (with all fees pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. A copy of any notice sent to Camelus shall be sent to Camelus legal counsel: Rosenberg Fortuna & Laitman, LLP, Attention: Arthur S. Laitman, Esq. 666 Old Country Road, Garden City, New York 11530.

**12.3 Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is

caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, outbreaks, epidemics, or pandemics precipitating governmental orders or actions substantially impairing normal business operations, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

**12.4 Amendment and Modification; Waiver.** No amendment to or modification of this 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 this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this 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.

**12.5 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this 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 shall negotiate in good faith to modify this Agreement so as to affect 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.

**12.6 Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall 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 the County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The prevailing party in any legal suit, action, or proceeding concerning this agreement shall be entitled to recover its reasonable attorneys' fees in addition to any award from the court.

**12.7 Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Camelus, which consent shall not be unreasonably withheld, conditioned, or delayed. 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. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

**12.8 Export Regulation.** Client shall 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 Services or any Client Data outside the US.

**12.9 Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5, Section 6 or, in the case of Client, Section 2.3, may 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. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

**12.10 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CAMELUS, LLC**

[CLIENT NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_