



Master Services Agreement
MSA Effective as of: February 1, 2022

This Master Services Agreement (“**MSA**”) is entered into between Verifract, LLC d/b/a Redzone (“**Redzone**”) and the customer purchasing Redzone Services (the “**Customer**”) (together, the “**Parties**”). The terms of this MSA are incorporated by reference into each order form executed by Customer for the purchase of Services (each an “**Order Form**”). This MSA and each Order Form (including any documents or links incorporated into the MSA or Order Form) are collectively referred to as the “**Agreement.**”

1. CERTAIN DEFINITIONS

The following terms have these meanings as used in this Agreement:

- “**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, with “control” meaning the power to direct the management or affairs of an entity or the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.
- “**Confidential Information**” means, as to each Party, all proprietary, non-public information disclosed by one Party or its Affiliates (the “**Disclosing Party**”) to the other Party or its Affiliates (the “**Receiving Party**”) in connection with this Agreement that, by its nature or under the circumstances, should reasonably be understood to be confidential or proprietary of the Disclosing Party (whether or not identified or designated as “confidential”), including that of or related to a Party’s: Customer Data (as to Customer), information subject to Intellectual Property Rights, source or object code, discoveries, Redzone Fees (as to Redzone), performance metrics, finances, markets and customers, beta or unreleased features, procedures and methods, training materials, and improvements. “Confidential Information” does not include any information, that the Receiving Party can demonstrate was (a) in its knowledge or possession prior to disclosure by the Disclosing Party, (b) in the public domain at the time of disclosure or subsequently entered the public domain through no fault of the Receiving Party, (c) disclosed to the Receiving Party by a third party having the right to make such a disclosure, or (d) independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.
- “**Customer Data**” means any data, information, content, or materials submitted, posted, input, or made available to the Software Services by Customer or its Users. Customer Data does not include Usage Data (as defined herein).
- “**Initial Order Form**” means the first Order Form executed by Customer for the purchase of Redzone Services.
- “**Intellectual Property Rights**” means all copyright, patent or invention, trademark, trade secret, know-how, proprietary, or other intellectual property or similar rights of any kind (whether or not eligible for registration) in any part of the world.

- **“Location”** means each of the physical locations where Redzone will provide, and Customer is authorized to use, the Services as specified in the Order Form.
- **“Professional Services”** means those services provided by Redzone which are not Software Services, and which are provided to Customer as deliverables separate from Customer’s access and use of the Software Services, including set-up, preparation, implementation, and/or coaching services.
- **“Software Services”** means the cloud-based software services provided by Redzone to Customer on a subscription basis, including the applicable features, functionality, hosting, and support thereof, together with any updates, improvements, new releases, or enhancements thereto as may be offered by Redzone from time-to-time. “Software Services” does not include any Professional Services or Third-Party Services (as defined below).
- **“Services”** means the collective Software Services, Professional Services, and any other services that Redzone provides to Customer pursuant to this Agreement.
- **“Third-Party Services”** means products or services developed or provided by third parties that may interoperate with the Software Services.
- **“Usage Data”** means data generated from use of the Services in an anonymized and/or de-identified format such that Customer and individual Users cannot be identified, which may be derived from Customer’s use of the Software Services.
- **“User(s)”** means each and all Customer employees and contractors who are designated and granted access to the Services by or on behalf of Customer.

2. TERM AND RENEWAL

2.1. **Start Date.** Software Services and coaching Professional Services will begin at each Location on the date set forth in the applicable Order Form (each a **“Services Start Date”**). Implementation Professional Services will begin promptly after the Order Form effective date and prior to the Services Start Date. The Services Start Date associated with Customer’s earliest Software Services subscription is referred to as a Customer’s **“Subscription Start Date.”**

2.2. **Term, Renewal.** Customer’s Software Services subscription will begin on the Subscription Start Date and will continue for a period of one (1) year from the Subscription Start Date (the **“Initial Term”**). Upon expiration of the Initial Term, Customer’s then-current subscription(s) to all Software Services will automatically renew for successive terms of equal length as set forth in the Initial Order Form (each **“Renewal Term,”** and together with the Initial Term, the **“Term”**), unless either Party notifies the other in writing of its intent to not renew Customer’s subscription at least forty-five (45) days prior to the expiration of the then-current Initial Term or Renewal Term. This MSA will remain in effect until all Services provided to Customer have expired or are terminated in accordance with this Agreement.

2.3. **Co-Terming Added Software Services.** Customer may purchase additional Software Services as offered by Redzone during the Term. Customer’s annual subscription to any additional Software Services having a Services Start Date after the Subscription Start Date will continue coterminous with the Term. Customer may not cancel its subscription to any individual

Software Services until the end of the then-current Term and by providing Redzone with at least 45 days prior written notice of non-renewal of those Software Services as stated above.

3. SOFTWARE SERVICES

3.1. Access and Use. During the Term, Redzone grants to Customer the non-exclusive, non-transferable right to permit Users at each Location to: (a) access and use the Software Services detailed in the applicable Order Form; and (b) use, display, and make an unlimited number of copies of the materials or instructional documentation about the use of the Software Services as is made available to Customer by Redzone (whether in print, electronic, or online media) ("**Documentation**").

3.2. Third-Party Services. Customer acknowledges and agrees that any Third-Party Services purchased by Customer through Redzone are subject to the Third-Party Service provider's terms applicable to Customer and that Redzone disclaims all responsibilities, support, obligations, and liabilities relating to Third-Party Services.

3.3. Functionality Updates. Redzone may update and otherwise modify the features and functionality of the Services from time to time, provided that any such modification does not materially diminish the features and functionality of the Services provided to Customer during the Term.

3.4. Modules. Redzone may offer its Services in separate plans or "Modules," each of which consists of distinct Software Services and/or Professional Services for purchase by Customer as designated in the Order Form.

3.5. Service Levels, Hosting, and Support. In connection with the provision of the Software Services, Redzone will host, maintain, and support the Software Services in accordance with Redzone's Service Level Agreement available at <https://rzsoftware.com/sla-and-support-plan>

4. PROFESSIONAL SERVICES

4.1. Purchasing. In connection with or in addition to the Software Services, Customer may purchase certain Professional Services offered by Redzone during the Term. The deliverables and terms of any Professional Services will be set forth in the applicable Order Form and/or Schedules thereto.

4.2. Expense Reimbursement. Customer's reimbursement of travel and other expenses incurred in connection with Redzone's performance of Professional Services will be subject to Redzone's Expense Reimbursement Policy, available at <https://rzsoftware.com/expense-reimbursement-policy>

4.3. Compliance with Customer Policies. Redzone will direct all Redzone personnel to fully comply with any of Customer's policies and procedures disclosed to Redzone regarding on-site safety while performing Professional Services at Customer's Locations.

5. FEES

5.1. **Subscription Fees.** Customer will pay the subscription fees due for Software Services (“**Subscription Fees**”) in one lump sum on the date set forth in the applicable Order Form (or, if no date is set forth, then on the Subscription Start Date or Services Start Date, as applicable) and thereafter on each anniversary of the Subscription Start Date.

5.2. **Prorated Subscription Fees.** Subscription Fees for any Software Services having a Services Start Date after the Subscription Start Date will be prorated commensurate with the period from the applicable Services Start Date to the next anniversary of the Subscription Start Date thereafter.

5.3. **Professional Services.** Customer will pay the fees for all Professional Services (“**Professional Fees**”) in full and in one lump sum as set forth in the Order Form.

5.4. **Third-Party Services Fees.** Fees for any Third-Party Services purchased through Redzone on an annual subscription basis will be added as part of the Subscription Fees under this Agreement.

5.5. **Payment Terms.** Redzone will invoice Customer for payment for the Services purchased by Customer. Except as may otherwise be provided for by this Agreement, Order Forms are non-cancellable and all Subscription Fees, Professional Fees, and any other fees due to Redzone under this Agreement (each and together, “**Fees**”) are non-refundable. All Fees are due and payable in full in one lump sum as set forth in this Agreement. Interest will accrue on any past due Fees at the rate of the lesser of 1.5% per month or the maximum amount allowed by applicable law until such Fees are paid in full. Redzone reserves the right to submit any unpaid Fees owed by Customer to outside collections and, if so submitted, Customer will be responsible for all reasonable attorney’s fees and costs incurred in connection with Redzone’s collection efforts for unpaid Fees.

5.6. **Taxes.** Unless otherwise stated in the applicable Order Form, all Fees are exclusive of taxes, and Customer is solely responsible for paying all applicable sales, value-added, use and/or any similar taxes imposed by applicable with respect to the Services or Third-Party Services.

5.7. **Subscription Fees Increase.** Redzone may increase the annual Subscription Fees as of the then-next anniversary of Customer’s Subscription Start Date, by an amount not to exceed six percent (6%) more than Customer’s immediately preceding annual Subscription Fees, by providing Customer with written notice at least sixty (60) days prior to the Subscription Start Date anniversary when the increase will take effect.

6. RIGHTS AND OBLIGATIONS

6.1. **Ownership of Services.** Redzone (or its licensors) exclusively owns and retains ownership of all Services (and all components thereof), Documentation, and all right, title, and interest therein, including all Intellectual Property Rights.

6.2. **Customer Data.** Customer exclusively owns and retains ownership of all Customer Data and all right, title, and interest therein, including all Intellectual Property Rights. Customer grants to Redzone a non-exclusive, worldwide, royalty-free, sublicensable license to use, modify, copy, store, transmit, create derivate works of, and display Customer Data solely to the extent

reasonably necessary to provide the Services to Customer. Customer is solely responsible for the accuracy, quality, and legality of all Customer Data and any consents required to process Customer Data in connection with use of the Redzone Software Services.

6.3. Usage Data. Redzone may use and aggregate Usage Data solely for Redzone's own internal business purposes or as may be required by law.

6.4. Policies and Requirements.

(a) Personal Data Processing. To the extent Redzone processes any Customer Data that is "personal data" or "personal information" (as those terms are defined by data privacy laws) of Customer or Users, Redzone will process all such data in accordance with Redzone's Data Processing Addendum ("DPA"), available at <https://rzsoftware.com/data-processing-addendum>

(b) Acceptable Use Policy. Customer and its Users will use the Services solely for Customer's own internal business purposes, in accordance with applicable law and the Documentation, and in compliance with Redzone's Acceptable Use Policy, available at <https://rzsoftware.com/acceptable-use-policy>

(c) Customer Operational Requirements. Customer is solely responsible for meeting the Customer Operational Requirements for proper implementation/preparation and functioning of the Software Services, which Requirements are available at <https://rzsoftware.com/customer-operational-requirements> Customer is further solely responsible for ensuring confidentiality of all User login credentials and the security and functionality of all Customer devices used to access the Software Services.

6.5. User Compliance and Monitoring. Customer is solely responsible for ensuring its Users comply with the terms of this Agreement, and any action in connection with the Services or breach of this Agreement by a User or anyone who accesses the Services through Customer's account will be deemed an action or breach by Customer. Redzone reserves the right, but will not have an obligation, to monitor Customer's compliance with the terms of this Agreement and to investigate any actual or reasonably suspected violation of this Agreement. Notwithstanding anything to the contrary in this Agreement, Redzone may report to and cooperate with law enforcement officials, regulators, or other appropriate third parties with respect to any activity in connection with the Services that Redzone reasonably suspects violates any law or regulation.

7. CONFIDENTIALITY

7.1. Non-Disclosure. The Receiving Party will: (a) refrain from using or exploiting any Confidential Information of the Disclosing Party for any purposes or activities other than those authorized by this Agreement; (b) protect the Disclosing Party's Confidential Information exercising the same degree of care the Receiving Party exercises to protect its own Confidential information, but no less than reasonable care; and (c) not disclose the Disclosing Party's Confidential Information except (i) to the Receiving Party's employees, Third-Party Service providers, or legal, tax, or financial representatives or advisors who need to know the Confidential Information in connection with the Receiving Party's obligations under this Agreement and who are bound by confidentiality obligations at least as protective as those under this Agreement or (ii) as may be required by law, subpoena, or court or administrative order, in

which case the Receiving Party will provide the Disclosing Party with prompt notice thereof prior to the disclosure, will disclose only the minimum necessary to comply therewith, and will reasonably cooperate in any efforts by the Disclosing Party to (at the Disclosing Party's sole expense) seek a protective order or otherwise ensure confidential treatment of the Confidential Information.

7.2. Injunctive Relief. The Receiving Party acknowledges that disclosure of the Disclosing Party's Confidential Information in breach of this Agreement may cause irreparable harm for which damages alone would not be a sufficient remedy and therefore, in the event of such a breach or threatened breach of the confidentiality obligations of this Agreement, in addition to all other available remedies, the Disclosing Party will be entitled to seek injunctive relief, without the requirement of posting a bond or any other security (to the extent permitted by applicable law).

8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual Representations and Warranties. Redzone and Customer each represent and warrant that it has full legal and corporate right and authority to enter into this Agreement and to perform all its obligations and grant all rights granted by it under this Agreement, and that the individual entering into this Agreement on behalf of a Party has full right and authority to do so and to bind that Party to the terms of this Agreement.

8.2. By Customer. Customer represents and warrants that Customer has full right and authority and/or has obtained all necessary consents to effectuate Redzone's processing of Customer Data in connection with Customer's use of the Services as provided by this Agreement.

8.3. By Redzone. Redzone warrants and represents that all Services provided under this Agreement will be performed in a professional, workmanlike manner, in accordance with generally accepted industry standards, and substantially in accordance with the Documentation and the specifications of the applicable Order Form. This warranty does not apply to problems affecting the Software Services due to: (a) Third-Party Services (including Internet, cabling, electrical, device, and equipment); (b) modifications to the Software Services or combinations of the Software Services with third-party products or services, other than those performed by Redzone; (c) Customer's accident, negligence, or misuse of the Software Services; or (d) Customer's failure to install published updates, use of trial or beta versions of the Software Services, or use of hardware that does not meet Redzone's published specifications. Upon receipt by Redzone of Customer's written notice of any breach of this Redzone Warranty, Redzone's liability and Customer's sole remedy will be to (i) in the case of Software Services, use reasonable commercial measures to correct the material non-conformity or provide a work-around to avoid the non-conformity, taking into account the severity of the non-conformity, or (ii) in the case of other nonconforming Services, using reasonable commercial measures at Redzone's expense to re-perform or correct the performance or delivery of the Services so that the Services meet the standards set forth in this warranty.

8.4. Disclaimer of Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS: USE AND RELIANCE ON THE SERVICES ARE AT CUSTOMER'S OWN RISK. REDZONE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES, INCLUDING IMPLIED

WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES THAT THE SERVICES OR CUSTOMER'S USE THEREOF WILL BE CONTINUOUS, UNINTERRUPTED, BUG-FREE, ERROR-FREE, VIRUS-FREE, FREE OF DEFECTS, FREE OF TECHNICAL PROBLEMS, OR WILL MEET ANY OF CUSTOMER'S NEEDS OR RESULT IN ANY PARTICULAR OUTCOME FOR CUSTOMER. REDZONE ALSO DISCLAIMS ANY WARRANTY REGARDING THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTY. REDZONE IS NOT LIABLE FOR THE USE, CONTENT, OPERATION, OR DATA PROCESSING OF INTERNET SITES LINKED-TO FROM THE SERVICES. IF AND TO THE EXTENT REDZONE'S SERVICES CONTAIN LINKS TO THIRD-PARTY SERVICES OR THIRD-PARTY SITES, REDZONE DOES NOT REPRESENT THAT IT ENDORSES ANY EXTERNAL SITES OR THE CONTENT THEREIN OR THAT IT BELIEVES THE OPERATION OF ANY EXTERNAL SITE WILL BE ACCURATE, USEFUL, OR NON-HARMFUL. REDZONE'S DPA AND PRIVACY POLICY DO NOT APPLY TO ANY COLLECTION AND PROCESSING OF CUSTOMER PERSONAL DATA ON OR THROUGH SUCH EXTERNAL INTERNET SITES.

9. INDEMNIFICATION

9.1. By Redzone. Redzone will indemnify, defend, and hold harmless Customer against any loss, liability, damage, judgment, award, or expense ("**Damages**") arising from a third-party claim that the Services infringe on the Intellectual Property Rights of any third party. Redzone's obligation to indemnify Customer will not apply to a claim to the extent arising from: (a) Customer's use of the Services in violation of this Agreement; or (b) modifications to Services or combination of the Services with third-party products, services, or materials not permitted by this Agreement or otherwise made or approved by Redzone.

9.2. By Customer. Customer will indemnify, defend, and hold harmless Redzone from and against any Damages arising from any third-party claims arising from or related to Customer Data.

9.3. Right to Mitigate. In the event of a claim (or if Redzone suspects a claim) that the Services provided to Customer infringe upon third-party intellectual property rights, Redzone, at its sole discretion and expense, may: (a) procure the right for Customer to continue using the Services; (b) replace or modify the Services so that they are no longer infringing; or (c) if neither of the foregoing two options is reasonably practicable, terminate the infringing Services on written notice to Customer and refund the pro-rata amount of unused prepaid Fees for the terminated Services.

9.4. Indemnification Process. The Party seeking indemnification will promptly notify the other Party in writing of the existence of the potential claim for indemnification, grant the other Party the right to control the defense of all such claims, and fully cooperate in the defense. Neither Party will settle the claim (whether a lawsuit, proceeding, or otherwise) without the other Party's prior written approval.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING LIMITATIONS APPLY TO THIS AGREEMENT NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY HEREUNDER:

(a) NEITHER REDZONE OR CUSTOMER WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOSS OF ANY KIND, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF PROCUREMENT OR REPLACEMENT GOODS AND SERVICES, COVER, OR RELIANCE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE, PERFORMANCE, OR INTERRUPTION OF THE SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, THIRD-PARTY CLAIMS, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE.

(b) EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT OR IN CONNECTION WITH USE OF THE SERVICES, UNDER ANY THEORY OF LIABILITY, IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO REDZONE (OR FEES PAYABLE IF FEES ARE DUE AND UNPAID BY CUSTOMER) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS FROM WHICH THE CLAIM AROSE.

(c) Nothing in this MSA will exclude or limit either Party's liability for fraud or any liability that cannot be excluded or limited under applicable law. Additionally, the Parties acknowledge that the laws of certain jurisdictions may not permit the exclusion or limitation of certain liabilities and that, if an adjudicator having jurisdiction over this Agreement finds that such laws apply to this MSA, then the exclusions and limitations of liability of this MSA will apply to the fullest extent permitted by applicable law.

11. INSURANCE

At all times during the Term, Redzone will provide and maintain at its own expense the types and amounts of insurance as are customarily carried by providers of services similar to the Services, each being issued by insurers with a minimum AM Best rating of A-. Redzone will, upon Customer's written request, furnish Customer with certificates of insurance evidencing each policy. Redzone will provide to Customer thirty (30) days advance written notice of any reduction of coverage or cancellation of the above policies during the Term.

12. EXPORT CONTROLS

Some or all the Services may be subject to United States export controls. As a result, Customer agrees not to permit the Services to be accessed, transferred to, used by or within, or exported to a country, territory, or individual that is or may, from time to time be, as applicable: (a) on any of the relevant U.S. Government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals, the State Department's Nonproliferation Sanctions List, or the Commerce Department's list of Denied Persons; or (b) subject to a comprehensive trade embargo or other sanction by the United States (presently, Cuba, Iran, North Korea, Republic of the Sudan, Syria, or the Crimea region of Ukraine).

13. TERMINATION; SUSPENSION

13.1. Termination for Material Breach. Either Party may terminate this Agreement (including any applicable Order Forms) if the other Party materially breaches any provision of this

Agreement and fails to cure that breach within 30 days of the breaching Party's receipt of written notice thereof.

13.2. Effect of Termination. If this Agreement expires or if this Agreement is terminated for any reason other than as a result of Redzone's material breach, no previously paid Subscription Fees or Professional Fees will be refunded and any outstanding Fees owed by Customer under this Agreement will accelerate and become immediately due and payable. If Customer terminates this Agreement as a result of Redzone's material breach, Redzone will refund to Customer the pro-rata amount of any Fees paid by Customer for Services not rendered as of the effective date of termination. Upon expiration or termination of this Agreement for any reason, Customer's right to receive or use any Services will also terminate.

13.3. Suspension of Software Services. Redzone reserves the right to, immediately and without liability, suspend provision of the Software Services: (a) if Customer is 15 days or more overdue on undisputed (in good faith) payment due, until all payments due are paid in full; (b) with respect to any individual User who violates the Acceptable Use Policy or the "Export Controls" section of this Agreement; and/or (c) as Redzone deems necessary, at its sole discretion, to address a threat or reasonably suspected threat to the security of the Software Services, in which case Redzone will use commercially reasonable efforts to provide prompt notice of the suspension and resume provision of the Software Services once the cause of the suspension is resolved to Redzone's sole satisfaction or this Agreement is otherwise terminated as provided for herein.

13.4. Customer Data Retention. During the 60-day period immediately following any expiration or termination of this Agreement, Customer will have the right, upon written notice to Redzone, to request a copy of Customer Data generated from Customer's use of the Software Services. If Customer requests a copy of such Customer Data, Redzone will provide the copy in a PostgreSQL format via FTP, at no additional charge to Customer. IF CUSTOMER DOES NOT SO REQUEST A COPY OF CUSTOMER DATA, CUSTOMER WILL PERMANENTLY LOSE ACCESS TO ALL CUSTOMER DATA 60-DAYS AFTER TERMINATION OR EXPIRATION OF THE AGREEMENT.

14. MISCELLANEOUS

14.1. Incorporation by Reference. All links, policies, addenda/exhibits, webpages, materials, agreements, or other documents referenced in this MSA are incorporated into this MSA by reference. Capitalized terms used in any of the foregoing will have the same meaning as those terms have within this MSA.

14.2. Legal Compliance. Each Party will comply with all laws applicable to that Party in connection with the performance of its obligations or exercise of its rights under this Agreement.

14.3. Remedies. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a Party.

14.4. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to conflicts of law principles. All disputes or controversies arising out of or in connection with this Agreement, its interpretation, performance, or termination, will be subject to the venue and jurisdiction of the

appropriate state and federal courts located in Miami-Dade County, Florida and its corresponding appellate courts.

14.5. Including. Use of the word “including” in this Agreement means “including but not limited to,” unless otherwise expressly stated in this Agreement.

14.6. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party except to their respective Affiliates or to a successor in the event of a merger, acquisition, or a purchase of all or substantially all the assignor assets, provided that the assignee in each case agrees to be bound by the terms of this Agreement.

14.7. Notices. Notices required by this Agreement will be in writing and delivered by any of the following means: (a) personal delivery, commercially reasonable courier, certified or registered mail (postage prepaid and return receipt requested), to the recipient’s address set forth in this Agreement, which notice will be effective upon receipt; (b) Email to, if to Customer, any contact listed in this Agreement, and, if to Redzone, to legal@rzsoftware.com or other specific email addresses provided by this Agreement, which notice will be effective on the business day sent or the next business day if sent after 5pm recipient’s time; (c) Redzone may provide Customer with notice of a suspension of or status of the Services by publishing that notice to Customer’s account within the Software Services; or (d) any other method specified by this Agreement for specific types of notices. The Parties may update their respective addresses or mutually agree to additional delivery methods by any of the foregoing delivery methods.

14.8. No Waiver. Any failure or delay by either Party to exercise or partially exercise any right under this Agreement will not be deemed a waiver of any such right under this Agreement. No waiver by either Party of a breach of any term, provision, or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof.

14.9. Non-Solicitation. The Parties agree that during the Term, and for a period of one (1) year following any expiration or termination of this Agreement, neither Party will directly or indirectly solicit, induce, recruit, or encourage any employee or independent contractor of the other Party to terminate its existing working relationship to work for the other Party or a third party.

14.10. Force Majeure. The failure of either Party to perform any obligation pursuant to this Agreement by reason of “acts of God,” acts of governments, terrorism, riots, wars, accidents, or deficiencies in materials or transportation, or other causes of any nature beyond its control will not be deemed to be a breach of this Agreement, provided that the nonperforming or delayed Party provides the other Party written notice of the existence and nature of such reason for the nonperformance and delay and resumes performance as soon as practicable upon the elimination of the relevant force majeure. In the event the force majeure event continues for more than thirty (30) days, then the non-delaying Party may terminate and, if so terminated, Customer will receive a prorated refund for any pre-paid Services not performed as of the effective date of termination.

14.11. Relationship of Parties. The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party

will hold itself out as an agent of the other Party or its Affiliates. This Agreement will not be construed to create or imply any partnership, agency, joint venture, or formal business entity of any kind between the Parties.

14.12. Document Order of Precedence. In the event of conflict or inconsistency between provisions of the components of this Agreement, the following order of precedence will apply to the components: (a) the Order Form; then (b) the Schedules to the Order Form; then (c) the MSA.

14.13. Further Assurances. Each Party agrees to take any further action or enter into any further documents reasonably requested by the other Party as may be reasonably necessary to effectuate the terms of this Agreement.

14.14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

14.15. Survival and Severability. All terms of this Agreement that expressly or by their nature are to continue in effect after the expiration or termination of this Agreement will survive expiration or termination and will continue in accordance with their terms. If any term of this Agreement is determined by an adjudicator or court having jurisdiction to be invalid or unenforceable, that term will be severed from this Agreement without affecting the validity or enforceability of the remaining terms.

14.16. Entire Understanding; Modification. This Agreement, along with the Order Forms and any schedules, links, or documents incorporated herein or therein, contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may only be modified by a writing signed by both Parties.