

PARALLEL WORKS INC.
END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is a legal agreement between you (“Authorized User”) and Parallel Works Inc. (“Parallel Works”) regarding your use of the ACTIVATE software and related services. By installing, accessing, or using the software, you agree to be bound by the terms of this Agreement. If you do not agree, do not install or use the software.

Background

Parallel Works has developed certain technology, as further described below, to provide software solutions for managing and accessing High-Performance Computing (HPC) and Artificial Intelligence (AI) resources. Their core product, ACTIVATE, is a unified control plane that simplifies the provisioning, management, and sharing of these resources across on-premises, cloud, and hybrid environments. Licensee wishes to license Parallel Works control plane (as defined below) and Parallel Works desires to provide access to the Parallel Works control plane to Licensee, subject to the terms and conditions herein.

Agreement

In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. DEFINITIONS. As used in this Agreement:

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Licensee or any Authorized Users to access the Parallel Works control plane.

1.2 “Authorized User” means any individual who is an employee of Licensee or such other person or entity as may be authorized by an Order Form, to access the Parallel Works control plane pursuant to Licensee’s rights under this Agreement.

1.3 “Parallel Works control plane” means the technology, including hardware and software, used by Parallel Works to deliver the Parallel Works control plane to Licensee.

1.4 “Documentation” means the technical materials provided by Parallel Works to Licensee in hard copy or electronic form that describe the features, functionality or operation of the Parallel Works System.

1.5 “Error” means a reproducible failure of the Parallel Works control plane to substantially conform to the Documentation.

1.6 “Error Corrections” means bug fixes or workarounds intended to correct Errors.

1.7 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other

than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.8 “Order Form” means a document, either physical or electronic, signed by both parties identifying the services to be made available by Parallel Works pursuant to this Agreement.

1.9 “Licensee Content” means any content developed by or on behalf of Licensee and used with the Parallel Works control plane.

2. PARALLEL WORKS CONTROL PLANE

2.1 License to the Parallel Works control plane. Subject to the terms and conditions of this Agreement, Parallel Works hereby grants to Licensee, during the term of this Agreement, a non-sublicensable, non-transferable, non-exclusive license to access and use the Parallel Works control plane by the agreed upon number of Authorized Users for Licensee’s internal business purposes. Parallel Works and/or its suppliers may audit applicable records in order to verify Licensee’s compliance with the Authorized User parameters. Licensee shall bring their own cloud accounts for integration or pay a service fee on usage (upfront payment) for Parallel Works to manage Licensee cloud spend.

2.2 Access. Subject to Licensee’s payment of the fees set forth in the license agreement, Parallel Works will provide Licensee with access to the Parallel Works control plane during the term of this Agreement. On or as soon as reasonably practicable after the Effective Date, Parallel Works shall provide to Licensee the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Licensee and its Authorized Users to access the Parallel Works control plane in accordance with the Access Protocols. Licensee shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Parallel Works control plane, and notify Parallel Works promptly of any such unauthorized use known to Licensee.

2.3 Authorized Users. Licensee may permit any Authorized Users to access and use the features and functions of the Parallel Works control plane as contemplated by this Agreement. Each Authorized User will be assigned a unique user identification name and password (“User ID”) for access to and use of the Parallel Works control plane. User IDs cannot be shared or used by more than one Authorized User at a time. If a Licensee wishes to add additional User IDs, Licensee may order such additional User IDs at any time by executing a new Order Form detailing the number of additional User IDs. Upon written acceptance by Parallel Works of the Order Form, Parallel Works shall make the Service(s) available to the additional Authorized Users.

2.4 Limitations. Licensee will not, and will not permit any Authorized User or other party to: (a) use the Parallel Works control plane to harvest, collect, gather or assemble information or data regarding other Parallel Works licensees without their consent; (b) access or copy any data or information of other Parallel Works licensees without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Parallel Works control plane or the data contained therein; (d) harass or interfere with another Parallel Works licensee’s use and enjoyment of the Parallel Works control plane; (f) reverse engineer, disassemble or decompile any component of the Parallel Works System; (g) interfere in any manner with the operation of the Parallel Works control plane, or the Parallel Works System or the hardware and

network used to operate the Parallel Works control plane; (h) sublicense any of Licensee's rights under this Agreement, or otherwise use the Parallel Works control plane for the benefit of a third party or to operate a service bureau; (i) modify, copy or make derivative works based on any part of the Parallel Works System; or (j) otherwise use the Parallel Works control plane in any manner that exceeds the scope of use permitted under the subsection titled *License to the Parallel Works control plane*.

2.5 Support. Subject to the terms of this Agreement, Parallel Works shall use commercially reasonable efforts to (a) maintain the security of the Parallel Works control plane; and (b) provide the agreed upon ticket system support services.

3. OWNERSHIP

3.1 Parallel Works Technology. Licensee acknowledges that Parallel Works retains all right, title and interest in and to the Parallel Works System, Documentation and all software and all Parallel Works proprietary information and technology used by Parallel Works or provided to Licensee in connection with the Parallel Works control plane (the "**Parallel Works Technology**"), and that the Parallel Works Technology is protected by Intellectual Property Rights owned by or licensed to Parallel Works. Other than as expressly set forth in this Agreement, no license or other rights in the Parallel Works Technology are granted to Licensee. Licensee hereby grants to Parallel Works a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Parallel Works control plane any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, including Users, relating to the Parallel Works control plane. Parallel Works shall not identify Licensee as the source of any such feedback.

3.2 Licensee Content. The Licensee Content hosted by Parallel Works as part of Parallel Works control plane, and all worldwide Intellectual Property Rights therein, is the exclusive property of Licensee. Licensee hereby grants to Parallel Works a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Licensee Content as necessary for purposes of providing the Parallel Works control plane to Licensee and (b) to use the Licensee trademarks, service marks, and logos as required to provide the Parallel Works control plane to Licensee. All rights in and to the Licensee Content not expressly granted to Parallel Works in this Agreement are reserved by Licensee.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Licensee and the services performed by Parallel Works under this Agreement, Licensee will pay to Parallel Works the fees set forth in the established agreement and as otherwise required by a particular Order Form. In the event that Licensee wishes to increase the number of Authorized Users beyond the maximum number of Authorized Users for which fees have been paid, Licensee shall be required to pay additional fees associated with the increased number of Authorized Users, prorated for the remainder of the term. Except as otherwise provided in an Order Form, all fees are billed in advance and are due and payable to Parallel Works within thirty (30) days of receipt of invoice. Parallel Works shall be entitled to (in addition to any other rights or remedies Parallel Works may have) discontinue the Parallel Works control plane and suspend all Authorized Users' and Licensee's access to the Parallel Works control plane if any fees are overdue until such amounts are paid in full.

4.2 Taxes. The fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on Parallel Works's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of access to the Parallel Works control plane to Licensee. Licensee will make all payments of fees to Parallel Works free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Parallel Works will be Licensee's sole responsibility, and Licensee will provide Parallel Works with official receipts issued by the appropriate taxing authority, or such other evidence as the Parallel Works may reasonably request, to establish that such taxes have been paid. Licensee shall indemnify and defend Parallel Works in connection with any proceedings brought by any taxing authorities in connection with this Agreement.

4.3 Expenses. Licensee shall reimburse Parallel Works for all costs that are pre-approved by Licensee, including Parallel Works's reasonable out-of-pocket (including travel and living) expenses incurred in performing its obligations hereunder. All costs and expenses incurred by Licensee in connection herewith are the sole responsibility of Licensee.

4.4 Interest. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less.

4.5 Audit. Licensee will permit Parallel Works or its representatives to review Licensee's relevant records and inspect Licensee's facilities to ensure compliance with this Agreement. Parallel Works will give Licensee at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations. If any such audit should disclose any underpayment of fees, Licensee shall promptly pay Parallel Works such underpaid amount, together with interest thereon at the rate specified in this section. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Licensee shall also pay Parallel Works for Parallel Works's expenses associated with such audit.

5. LICENSEE CONTENT AND RESPONSIBILITIES

5.1 Licensee Warranty. Licensee represents and warrants that any Licensee Content hosted by Parallel Works as part of the Parallel Works control plane shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Parallel Works is not obligated to back up any Licensee Content; the Licensee is solely responsible for creating backup copies of any Licensee Content at Licensee's sole cost and expense. Licensee agrees that any use of the Parallel Works control plane contrary to or in violation of the representations and warranties of Licensee in this section constitutes unauthorized and improper use of the Parallel Works control plane.

5.2 Licensee Responsibility for Data and Security. Licensee and its Authorized Users shall have access to the Licensee Content and shall be responsible for all changes to and/or deletions of Licensee Content and the security of all passwords and other Access Protocols required in order to access the

Parallel Works control plane. Licensee shall have the ability to export Licensee Content out of the Parallel Works control plane and is encouraged to make its own back-ups of the Licensee Content. Licensee shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Content.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. Parallel Works warrants to Licensee that the Services, when used as permitted by Parallel Works and in accordance with the Documentation, Parallel Works control plane will operate free from Errors during the term of the Agreement. Provided that Licensee notifies Parallel Works in writing of any breach of the foregoing warranty during the term hereof, Parallel Works shall, as Licensee's sole and exclusive remedy, provide the agreed upon ticket system support to this Agreement. This warranty gives Licensee specific legal rights, and Licensee may also have other rights which vary from jurisdiction to jurisdiction.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE FOR THE BENEFIT OF LICENSEE ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE Parallel Works SERVICE, PARALLEL WORKS SYSTEM AND DOCUMENTATION ARE PROVIDED "AS IS," AND PARALLEL WORKS MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE Parallel Works SERVICE, Parallel Works SYSTEM OR DOCUMENTATION (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO LICENSEE BY PARALLEL WORKS. PARALLEL WORKS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE PARALLEL WORKS SERVICE AND PARALLEL WORKS SYSTEM SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

7. LIMITATION OF LIABILITY

7.1 Types of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARALLEL WORKS NOR ITS SUPPLIERS SHALL BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH PARALLEL WORKS'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE Parallel Works SERVICE, PARALLEL WORKS SYSTEM OR DOCUMENTATION OR OTHER PRODUCTS

OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF PARALLEL WORKS HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

7.2 Amount of Damages. THE MAXIMUM LIABILITY OF PARALLEL WORKS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO PARALLEL WORKS DURING THE SIX (6) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL PARALLEL WORKS'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE PARALLEL WORKS'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF PARALLEL WORKS OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO LICENSEE.

7.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8. CONFIDENTIALITY

8.1 Confidential Information. During the term of this Agreement, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information (collectively, "**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the Parallel Works control plane, Parallel Works System or Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Parallel Works.

8.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Licensee) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Parallel Works). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the

case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

9. INDEMNIFICATION

9.1 By Parallel Works. Parallel Works will defend at its expense any suit brought against Licensee, and will pay any settlement Parallel Works makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Parallel Works control plane or Parallel Works System infringes, misappropriates or violates any U.S. Intellectual Property Rights. If any portion of the Parallel Works control plane or Parallel Works System becomes, or in Parallel Works's opinion is likely to become, the subject of a claim of infringement, Parallel Works may, at Parallel Works's option: (a) procure for Licensee the right to continue using the Parallel Works control plane or Parallel Works System; (b) replace the Parallel Works control plane or Parallel Works System with non-infringing software or services which do not materially impair the functionality of the Parallel Works control plane or Parallel Works System; (c) modify the Parallel Works control plane or Parallel Works System so that it becomes non-infringing; or (d) terminate this Agreement and refund any fees actually paid by Licensee to Parallel Works for the remainder of the term then in effect, and upon such termination, Licensee will immediately cease all use of the Parallel Works control plane, Parallel Works System, and Documentation. Notwithstanding the foregoing, Parallel Works shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Parallel Works control plane or Parallel Works System not in accordance with this Agreement or as specified in the Documentation; (x) any use of the Parallel Works control plane or Parallel Works System in combination with other products, equipment, software or data not supplied by Parallel Works; or (y) any modification of the Parallel Works control plane or Parallel Works System by any person other than Parallel Works or its authorized agents. This subsection states the sole and exclusive remedy of Licensee and the entire liability of Parallel Works, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

9.2 By Licensee. Licensee will defend at its expense any suit brought against Parallel Works, and will pay any settlement Licensee makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Licensee's breach or alleged breach of the subsections titled *Licensee Warranty*, and *Copyright Policy*. This subsection states the sole and exclusive

remedy of Parallel Works and the entire liability of Licensee, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and remains in effect for a period of one (1) year, unless earlier terminated as set forth below. This Agreement shall be automatically renewed for consecutive one (1) year terms unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

10.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

10.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in the section titled *Confidentiality*; and (c) within ten (10) days after the effective date of termination, Parallel Works shall discontinue all use of Licensee Content and destroy all copies of Licensee Content in its possession. The sections and subsections titled *Definitions, Limitations, Warranties and Disclaimers, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination, and Miscellaneous* will survive expiration or termination of this Agreement for any reason.

11. MISCELLANEOUS

11.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Illinois, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Licensee hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Parallel Works's principal place of business is located for any lawsuit filed there against Licensee by Parallel Works arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The laws of the jurisdiction where Licensee is located may be different from Illinois law. Licensee shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Parallel Works control plane, Parallel Works System or Documentation.

11.2 Export. Licensee agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Parallel Works, or any products utilizing such data, in violation of the United States export laws or regulations.

11.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Licensee agrees that the section titled *Limitation of Liability* will remain in effect notwithstanding the unenforceability of any provision in the subsection titled *Limited Warranty*.

11.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5 Remedies. Except as provided in the sections titled *Limited Warranty* and *Indemnification*, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Parallel Works control plane, Parallel Works System or Documentation contain valuable trade secrets and proprietary information of Parallel Works, that any actual or threatened breach of the sections titled *Intellectual Property* or *Confidentiality* or any other breach by Licensee of its obligations with respect to Intellectual Property Rights of Parallel Works will constitute immediate, irreparable harm to Parallel Works for which monetary damages would be an inadequate remedy. In such case, Parallel Works will be entitled to immediate injunctive relief without the requirement of posting bond, including an order that any software, Documentation, or any portions thereof, that Licensee attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11.6 No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

11.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

11.8 Independent Contractors. Licensee's relationship to Parallel Works is that of an independent contractor, and neither party is an agent or partner of the other. Licensee will not have, and will not represent to any third party that it has, any authority to act on behalf of Parallel Works.

11.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the first page of the Agreement by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the

courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

11.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Licensee and the Parallel Works.

11.12 Exclusions. Parallel Works shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (a) Licensee's or Authorized Users' use of any version of the Software or the Services other than the then-current unmodified version provided to Licensee; (b) any problems which are not Errors; (c) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Parallel Works (including, without limitation the hardware, software and equipment used to provide the Authorized User Accounts); (d) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Services, Software, or Documentation; (e) problems or Errors caused by Licensee's, Authorized Users', or other third party's products, services or equipment; or (f) modification, amendment, revision, or change to the Software or the Services by any party other than Parallel Works or Parallel Works-authorized representatives. Any use of or reliance on data or data output contained in the Software or the Services, including the Analytics, is Licensee's or Authorized User's sole responsibility.

11.13 Licensee Responsibilities. It shall be Licensee's sole responsibility to perform those specific services that are necessary to establish Licensee's or Authorized Users' use of the Software, Documentation, and Services. This includes, but is not limited to: (a) providing Parallel Works with read only administrative rights to access Licensee's Authorized User Accounts in order for Parallel Works to provide the Services hereunder; and (b) providing Authorized User lists to set up Authorized User accounts.

11.14 Other Services. Parallel Works's services outside the scope of this Agreement, if any, shall be provided pursuant to Parallel Works's then-current applicable services policies and procedures, including, at a minimum, execution of Parallel Works's then-current consulting/professional services agreement and payment of Parallel Works's then-current fees for such services, plus Parallel Works's reasonable costs and expenses incurred in providing such services.