

MOVEdot – Terms of Service

These terms of service (“**Terms**” together with the applicable Order Form, as defined below, this “**Agreement**”) are entered into and effective as of the Effective Date set forth in the Order Form (the “**Effective Date**”), by and between MOVEdot, Inc. (“**MOVEdot**”) and the customer identified in the Order Form (“**Customer**” and, together with MOVEdot, the “**Parties**”). This Agreement includes and incorporates the terms set forth in any separate order form or subscription terms referencing this Agreement or on the ordering page of the MOVEdot website (as applicable, the “**Order Form**”). Capitalized terms used but not defined in these Terms will have the respective meanings set forth in the Order Form.

1. The Platform.

1.1. This Agreement governs Customer’s access to and use of the MOVEdot cloud-based software platform designed for racing teams and motorsport organizations to collect, process, analyze, and visualize performance and telemetry data, as further described on the MOVEdot website at <https://movedot.ai> (the “**Platform**”) and any related Services set forth in the Order Form (including provision of the Platform, the “**Services**”). MOVEdot may from time to time provide Customer with user guides, help information and other documentation and information regarding the Services, in electronic or other form (together with any updates thereto, “**Documentation**”), provided that in no event will any Documentation or change thereto materially reduce the features, functionality, performance or security of the Services.

1.2. Subject to the terms of this Agreement, MOVEdot hereby grants to Customer and its authorized users (“**Users**”), during the Term, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for Customer’s internal business purposes, including to generate Customer Output in connection therewith.

1.3. The Platform includes functionality and tools designed to ingest or enable Customer and its Users to upload to or process using the Platform and Services certain data and information, including via racing data platforms and integrations (“**Customer Content**”) and to facilitate, including through use of Customer Content, analytics and visualizations and other reporting information (collectively, “**Analytics**”) and to generate other output including reports, data and other information related to such Analytics (such output, together with Analytics, collectively, “**Customer Output**”).

1.4. To the extent that any MOVEdot IP (as defined below) or other content that is not Customer Content made available through the Platform (collectively, “**MOVEdot Content**”) are incorporated into the Customer Output using the Platform, MOVEdot hereby grants Customer a non-exclusive, royalty-free, perpetual, worldwide, non-transferable, non-assignable (except in accordance with Section 11.3) and non-sublicensable right and license to use such MOVEdot Content or other content solely as integrated into the Customer Output. Customer acknowledges and agrees that: (a) Customer Output may bear resemblance to output generated by other users of the Platform who provide similar input, and Customer’s rights to Customer Output generated based on Customer Content will not be interpreted to limit the rights of other users; and (b) Customer has no rights to materials that are generated from the Platform for other users, regardless of any level of similarity.

1.5. MOVEdot will use commercially reasonable efforts to assist Customer with configuration of the Platform to facilitate Customer’s use of the Platform for its business purposes and make the Platform available to Customer and its Users during the Term. MOVEdot will authorize a Customer account manager to create and issue to each User, a unique username and password for access to and use of the Platform (“**User Credentials**”). Customer and its Users are responsible for maintaining the confidentiality of all User Credentials and will ensure that each User uses only such User’s own User Credentials, and does not share such User Credentials with any third party other employee, agent or contractor of Customer.

1.6. MOVEdot may utilize subcontractors and subprocessors in connection with the activities contemplated by this Agreement including processing Customer Content and generating Customer Output. MOVEdot will be responsible for all acts or omissions of its subcontractors and subprocessors in connection with their activities on behalf of MOVEdot.

1.7. MOVEdot implements and maintains administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Content. These measures are described in MOVEdot’s Security Overview available at <https://movedot.ai/security>. MOVEdot is SOC 2 Type II certified and will, upon request, provide Customer with a copy of MOVEdot’s most recent SOC 2 audit report, which report shall be deemed the Confidential Information of MOVEdot under this Agreement.

2. Customer Responsibilities.

2.1. Customer will be responsible for the accuracy, completeness, and legality of all Customer Content that Customer or its Users uploads to or processes on or through to the Platform. Customer will be responsible for obtaining any consent, licenses, or other rights, as well as providing any notices or disclosures, necessary to process, store or otherwise use any Customer Content hereunder.

2.2. Customer may allow access to and use of the Platform and Services by an Affiliate. Customer will be responsible for and fully liable for all acts or omissions of its Affiliates (and such Affiliates' Users) in connection with such access to or use of the Platform and Services, as though Customer had so acted or failed to act. An "**Affiliate**" is an organization, person or entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "**control**" means: (a) direct or indirect ownership of more than 50% of the voting interests of the entity; or (b) the right to direct the management or business affairs of the entity.

2.3. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform; (b) modify, translate or prepare derivative works of the Platform, Documentation or data; (c) use any MOVEdot Content or the Customer Output for purposes of training, fine tuning, validation of, testing of, or any other development of, any artificial intelligence or other machine learning technologies; (d) sublicense, rent, lease, lend, use or provide access to the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than as integrated with Customer's services to provide Customer's services to its own end customers); (e) remove any proprietary notices or labels from the Platform or any MOVEdot software or Documentation; (f) publish or disclose to any third party any evaluation of the Platform or Services; (g) post, send, process or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including violating any third party's rights, using the Platform; (h) use the Platform to perform any activity which does or may violate any applicable law or regulation, or that is or may be, directly or indirectly, harmful, threatening, abusive, harassing, tortious or defamatory, or to perform any activity which violates the rights of any third party; (i) attempt to unlock or bypass any initialization system, encryption method or copy protection devices in the Platform; (j) interfere with or disrupt the integrity or performance of the Platform; or (k) permit, authorize or facilitate any of the foregoing.

2.4. Customer acknowledges and agrees that while the Platform functionality includes retention of Customer Content and Customer Output, the Platform is not a long-term storage service and Customer is solely responsible for backing up all Customer Content and any Customer Output. MOVEdot does not warrant that Customer Content, Customer Output or any related materials will be available for any period of time following the end of the Term. Without limiting the foregoing in this Section 2.4, subject to the terms of this Agreement, subject to the requirements of any applicable LLw, MOVEdot will use commercially reasonable efforts to retain and make available any Customer Content and Customer Output in its control for at least thirty (30) days, or such other period as set forth in the applicable Order Form, following the end of the Term.

2.5. The Platform may enable connection or integration with certain third parties' websites, platforms, products or services through which Customer may access or have made available such third parties' content or information (collectively, "**Third Party Services or Content**"). MOVEdot does not control and is not responsible for any Third Party Service or Content. ALL THIRD PARTY SERVICES OR CONTENT MADE AVAILABLE VIA THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MOVEDOT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SERVICES OR CONTENT AND MOVEDOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY THIRD PARTY SERVICES OR CONTENT.

3. Fees; Service Credits; Taxes; Payment Terms.

3.1. Certain Services may be made available at no charge. Other Services must be pre-paid by purchasing service credits, representing the amounts pre-paid for Services ("**Service Credits**"). Service Credit pricing and applicable usage value within the Services will be set forth in the Order Form and displayed when Customer is asked to confirm payment for any Services. The amounts charged to for use of the Services, including the purchase of any Service Credits are collectively referred to as the "**Fees**".

3.2. Service Credits are not legal tender or currency; are not redeemable, refundable, or exchangeable for any sum of money or monetary value (except where required by law). Service Credits are non-transferable and may be used only in exchange for Services. Service Credits are not refundable except as required by law.

3.3. Customer will pay to MOVEdot the Fees, and reimburse MOVEdot for pre-approved costs and expenses, if any, set forth in each Order Form in accordance with the terms of the Order Form. MOVEdot may change the Fees for any renewal term upon not less than sixty (60) days' notice prior to commencement of such renewal term. Any taxes imposed based on Customer's use of the Platform and Services or payment of the Fees, other than taxes on the income of MOVEdot, will be for the account of Customer. Unless otherwise identified in an Order Form, all Fees are stated in, and all Fees and reimbursement of costs or expenses must be paid in, United States dollars.

3.4. MOVEdot reserves the right to discontinue access to the Platform and suspend the performance of any Services until all past due invoices are paid in full. All amounts payable under this Agreement will be made without setoff or

counterclaim, and without any deduction. Customer will pay a late charge of one percent (1%) per month or the highest amount permitted by applicable law, whichever is less, on any Fees or costs or expenses not paid by the due date. Unless otherwise identified in an Order Form, all Fees are stated in, and all Fees and reimbursement of costs or expenses must be paid in, United States dollars.

3.5. MOVEdot may use third party payment processor services to bill or facilitate processing of Fees. By submitting payment account information, Customer grants to MOVEdot and its payment processor the right to store and process Customer's information with the third-party payment service, which may change from time to time. Customer agrees that MOVEdot may charge and the payment processor may pay to MOVEdot any periodic Fees as they become due. Any payment processor services will be subject to the payment processor's separate terms and conditions in addition to this Agreement. Customer agrees that MOVEdot may change the third-party payment service and move Customer's information to other service providers.

4. Intellectual Property; Ownership.

4.1. Except for any retained rights of MOVEdot as set forth in Section 1.3, as between Customer and MOVEdot, Customer will own all right, title and interest in and to the Customer Content and Customer Output. Customer hereby grants to MOVEdot a royalty-free, non-exclusive, perpetual, irrevocable license to use the Customer Content: (a) to provide the Services; (b) to exercise its rights hereunder; and (c) for the purposes set forth in this Section 4.1 and Section and Section 4.2. MOVEdot owns all right, title and interest in and to: (i) the Platform and any MOVEdot software and Documentation used in providing or related to the Platform, and all improvements, enhancements or modifications thereto; (ii) any software, applications, inventions, works of authorship or other technology or developments conceived, written or otherwise generated by or for MOVEdot in connection with the Platform; and (iii) any intellectual property rights in or related to any of the foregoing (i) and (ii) ((i), (ii) and (iii), collectively, "**MOVEdot IP**"). MOVEdot and its third party licensors will also own all right, title, and interest in and to the MOVEdot Content.

4.2. Customer: (a) agrees that MOVEdot has the right to collect, analyze, compile, use and disclose aggregate or de-identified data, statistics, measurements or other metrics relating to the provision, use or performance of the Platform and Services including by Customer and its Users ("**Usage Data**"); and (b) grants to MOVEdot a perpetual, worldwide, non-exclusive, irrevocable right and license to use, store, copy, create derivatives, archive Customer Content to: (i) to create anonymized compilations and analyses of Customer Content that is combined with data and input from numerous other customers ("**Aggregate Data**"). Usage Data and Aggregate Data shall be the sole and exclusive property of MOVEdot and may be used by MOVEdot for MOVEdot's business purposes, including to improve the Services, solely in a manner such that the aggregate or de-identified data does not identify Customer or any individual.

4.3. Customer hereby grants to MOVEdot a perpetual, irrevocable, worldwide, transferable, sublicensable (through multiple tiers), royalty-free, non-exclusive license to suggestions, comments or other feedback regarding the Platform and Services, to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, and otherwise exploit any such suggestion, comment or other feedback.

4.4. Except for the express license set forth in these Terms, these Terms do not grant to Customer any license, by implication, estoppel or otherwise.

5. Confidentiality.

5.1. Each Party may from time to time disclose confidential information to the other Party in connection with this Agreement, whether or not marked as such, and whether disclosed in writing, orally, visually or otherwise ("**Confidential Information**"). Confidential Information of: (a) MOVEdot includes the Fees and all non-public information regarding the features, functionality and performance of the Platform; and (b) Customer includes Customer Content and Customer Output. Confidential Information does not include any information that: (a) is or becomes available to the public other than through a breach of this Agreement by the receiving Party; (b) is received by the receiving Party from a third party not subject to any confidentiality obligation in favor of the disclosing Party; or (c) is independently developed by the receiving Party without access or reference to Confidential Information of the disclosing Party.

5.2. The receiving Party agrees to: (a) safeguard all Confidential Information of the disclosing Party with at least the same degree of care as the receiving Party uses to protect its own Confidential Information and in any event not less than reasonable care; (b) use Confidential Information of the disclosing Party solely in furtherance of this Agreement; and (c) not disclose any Confidential Information of the disclosing Party except to those of its personnel with a "need to know" such Confidential Information for purposes of fulfilling its obligations under this Agreement and who are bound by confidentiality obligations at least as stringent as those set forth herein. The receiving Party will be responsible for any action or omission by any such employee, consultant or other representative as if made by the receiving Party. The receiving Party will promptly notify the

disclosing Party of any breach of this Section 5.2. The receiving Party may disclose Confidential Information of the disclosing Party to the extent that the receiving Party is required or requested to do so pursuant to applicable law or court order, or to protect its rights, including as evidence in litigation; provided, however, that prior to any such disclosure, the receiving Party will (unless legally prohibited) notify the disclosing Party of the required or requested disclosure and reasonably cooperate with the disclosing Party, at the disclosing Party's expense, in contesting any such disclosure or seeking a protective order.

6. Warranties and Disclaimers.

6.1. MOVEdot represents and warrants to Customer that: (a) MOVEdot will perform the Services in a professional and workmanlike manner; and (b) under normal use the Platform will perform materially in accordance with the Documentation. As Customer's sole and exclusive remedy in the event of a breach of such warranty, MOVEdot will use commercially reasonable efforts to promptly correct any failure to comply with such warranty.

6.2. Customer represents, warrants and covenants to MOVEdot that: (a) Customer has the right to provide the Customer Content to MOVEdot for the purposes of this Agreement; and (b) Customer shall not provide or upload to the Platform any personal data, personal information or other similar term as defined under applicable privacy laws.

6.3. MOVEDOT DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION, OR THAT MOVEDOT WILL CORRECT ANY ERROR. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE". MOVEDOT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

6.4. Customer acknowledges and agrees that: (a) any use of or reliance on the Platform and Services is at Customer's own risk, and MOVEdot does not guarantee the accuracy or usefulness of any Customer Output or other information generated through use of the Platform or Services and will not be responsible for any use of Customer Output by Customer; and (b) notwithstanding any security precautions deployed by MOVEdot, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform and Customer Content. MOVEdot cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient.

7. Limitation of Liability. EXCEPT WITH RESPECT TO: (A) A PARTY'S BREACH OF SECTION 5; OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES ARISING OUT OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY: (I) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER CONTENT OR DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR FOR LOSS OF PROFITS OR BUSINESS; (II) EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES; OR (III) ANY AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO MOVEDOT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCULPATIONS OF LIABILITY SHALL NOT APPLY TO LIMIT CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

8. Indemnification.

8.1. Subject to Sections 8.2 and 8.4, MOVEdot agrees to defend, indemnify and hold harmless Customer and its Affiliates and their respective principals, partners, directors, officers, stockholders, representatives, and the successors and assigns of each of the foregoing, for, from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation) (collectively, "**Losses**") suffered or incurred by any of them directly or indirectly arising from or in connection with any claim by a third party based upon any allegations that the Platform infringes, misappropriates, or violates, directly or indirectly, the intellectual property rights of such third party. If Customer's use of the Platform is, or in MOVEdot's opinion is likely to be, found to infringe, MOVEdot may, in its sole discretion: (i) modify the infringing element of the Platform to be non-infringing without materially degrading the functionality of the Platform; (ii) procure for Customer the right to continue using the Platform; or (iii) terminate the affected Order Form and refund to Customer the *pro rata* portion of any prepaid Fees associated with the Platform for any unused Services. THIS SECTION 8.1 SETS FORTH MOVEDOT'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION OR VIOLATION BY THE PLATFORM OR SERVICES.

8.2. The defense and indemnification obligations of MOVEdot will not apply to the extent the alleged infringement, misappropriation or violation arises out of: (a) use of the Platform or Services by Customer in combination with products or software not provided by MOVEdot or reasonably contemplated by the Documentation; (b) any modification, alteration or enhancement of any Service not created by or on behalf of MOVEdot or with MOVEdot's prior consent; or (c) any matter indemnified by Customer in Section 8.3.

8.3. Subject to Section 8.4, Customer hereby agrees to defend, indemnify and hold harmless MOVEdot and its Affiliates and their respective principals, partners, directors, officers, stockholders, representatives, and the successors and assigns of each of the foregoing, for, from and against any and all Losses suffered or incurred by any of them directly or indirectly arising from or in connection with any claim by a third party based upon: (a) any failure by Customer to comply with any applicable laws; (b) the inaccuracy or breach of any representation or warranty of Customer set forth in Section 6.2(b); and (c) any allegations that any Customer Content or Customer Output infringes, misappropriates, or violates, directly or indirectly, the intellectual property rights, rights of publicity, or privacy rights of any third party.

8.4. As a condition to the indemnity obligations of a Party hereunder, the indemnified party will: (a) provide prompt notice of any indemnifiable claim; (b) tender the defense of such claim to the indemnifying Party at the indemnifying Party's request; (c) cooperate with the indemnifying Party in the defense of such claim at the indemnifying Party's expense; and (d) not settle or compromise any such claim without the consent of the indemnifying Party.

9. Term; Termination.

9.1. The term of this Agreement is as set forth on the Order Form. Except as otherwise set forth in the Order Form, upon expiry of the initial Order Form term, this Agreement shall automatically renew for successive renewal equal to the initial term unless and until: (a) this Agreement is terminated in accordance with its terms; or (b) either Party provides notice of non-renewal to the other Party at least thirty (30) days prior to the end of the initial term or then-current renewal term (in which case this Agreement will terminate upon the expiry of the initial term or such renewal term, as applicable).

9.2. This Agreement may be terminated: (a) by either Party if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days after notice of such breach, effective as of the date set forth in such notice; (b) by MOVEdot upon notice to Customer if Customer fails to pay any undisputed fees within ten (10) days of receipt of notice of non-payment; or (c) by Customer for any or no reason upon not less than thirty (30) days' notice to MOVEdot.

9.3. Upon termination of this Agreement: (a) each Party will promptly return or destroy any Confidential Information of the other Party, except for the permitted retention rights set forth in Section 5; (b) accrued obligations and Sections 1.3, 2.1, 2.3, 2.4, 3, 4, 5, 6.3, 7, 8, 9.3, 10 and 11 will survive any termination of this Agreement or any Order Form.

10. Dispute Resolution; Arbitration

10.1. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, USA, without giving effect to the conflict of laws principles thereof. Except as otherwise set forth in this Section 10, the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the State of California with respect to any dispute controversy or claim arising out of or relating to this Agreement, or the breach thereof concerning this Agreement (a "Dispute").

10.2. In the event of a Dispute, the aggrieved Party shall promptly notify the other Party and, prior to initiating any formal proceeding, the Parties will first attempt to resolve the Dispute via good faith negotiations for a period of thirty (30) days following the date of the applicable Dispute notice. Thereafter, resolution of such Dispute will be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"), including, if appropriate, the International Commercial Arbitration Supplementary Procedures.

10.3. There will be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules.

10.4. The seat or place of arbitration will be San Francisco County, California, USA. The arbitration will be conducted and the award will be rendered in the English language. The award rendered by the arbitrator will be final and binding on the Parties and may be entered and enforced in any court having jurisdiction, and any court where a Party or its assets is located (to whose jurisdiction the parties consent for the purposes of enforcing the award). Judgment on the award will be final and non-appealable. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.

10.5. Notwithstanding anything to the contrary in this Section 10, Customer and MOVEdot will each have the right to apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other similar interim, equitable or conservatory relief, as necessary, pending resolution under the arbitration procedures set forth in this Section 10.

Nothing in the preceding sentence will be interpreted as limiting the powers of the arbitrator with respect to any dispute subject to arbitration under this Agreement.

11. Miscellaneous.

11.1. All notices, consents and approvals under this Agreement will be in writing. All notices will be in English. Each notice will be effective: (a) on personal delivery; (b) five (5) days after delivery by certified mail, postage prepaid and return receipt requested; (c) two (2) business days after being sent via internationally recognized courier service; or (d) the next business day after being sent via email with a copy sent by one of the other previous means. This Section 11.1 shall not apply to communications between the Parties in the ordinary course of business, which may be via e-mail or other mutually agreed upon means.

11.2. Except for Customer's payment obligations, neither Party is responsible for any delay or failure to perform resulting from any cause beyond such Party's reasonable control including any act of God, fire, hurricane, flood, terrorism, act of war, labor disturbance, telecommunications failure, utility failure, network failure, pandemic, act of governmental authorities or change of applicable laws.

11.3. Notwithstanding any other provision of this Agreement, each Party acknowledges that any use of Confidential Information of the disclosing Party in a manner inconsistent with this Agreement, or Customer's use of the Platform in breach of this Agreement may cause the other Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, each Party agrees that, in addition to any other remedy to which the other Party may be entitled hereunder, at law or in equity, the other Party shall be entitled to seek injunctive relief, without the posting of any bond and without proof of actual damages, to restrain such use in addition to any other applicable remedy available under applicable law.

11.4. Customer is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under this Agreement without the prior consent of MOVEdot, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without MOVEdot's consent will be void and of no force and effect.

11.5. Neither Party is, or will be deemed for any purpose to be, an employee or agent of the other and neither Party will have the power or authority to bind the other party to any contract or obligation.

11.6. During the Term, MOVEdot may include Customer's name and logo as a customer of MOVEdot, including on MOVEdot's website.

11.7. If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of this Agreement will remain in full force and effect. Captions and headings contained in these Terms have been included for ease of reference and convenience and will not be considered in interpreting or construing these Terms. Except where the context expressly requires otherwise: (a) the use of the singular will be deemed to include the plural (and vice versa); (b) the words "include", "includes", "including" or "e.g." will be deemed to be followed by the phrase "without limitation"; (c) the word "will" will be construed to have the same meaning and effect as the word "shall"; (d) the words "herein", "hereof" and "hereunder", or any word of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, including each Order Form that references these Terms; and (e) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or".

11.8. This Agreement, including these Terms and any Order Forms, and all appendices, exhibits, schedules and attachments thereto and hereto, constitutes the sole and complete agreement between the Parties with regard to its subject matter. In the event of a conflict between these Terms and any Order Form, these Terms will govern unless such Order Form specifically states that such term within such Order Form supersedes these Terms. This Agreement may not be modified or amended except by a writing signed by both Parties, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Platform and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Customer and any such terms will have no force or effect. This Agreement will not be construed against the drafting Party, but instead will be construed as if both Parties prepared this Agreement.