MONTYCLOUD SUBSCRIPTION TERMS AND CONDITIONS

Last Modified: October 20, 2026

These Subscription Terms and Conditions ("**Agreement**") are incorporated into and made a part of the Subscription Order by and between MontyCloud ("**MontyCloud**," "**we**," "**us**"), and the Customer executing the Subscription Order ("**Customer**" or "**You**") as of the effective date of the Subscription Order (the "**Effective Date**"). MontyCloud and Customer are sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

1. DEFINITIONS

"**Account**" means a single user or multi-tenant electronic account permitting Customer or Authorized Users to access and use the MontyCloud Platform.

"**Agent**" means the CloudOps Copilot and interactive AI-powered agent built on Amazon Web Services and owned by MontyCloud.

"**Authorized Users**" are the employees, agents, end-customers, or other designees who have been identified and authorized by Customer to access the MontyCloud Platform.

"Customer Data" means any data, content, or information that Customer or its Authorized Users submit, upload, or input into the Services, in the form and format in which it was so submitted, uploaded, or input, and that identifies Customer or is owned by Customer. Customer Data does not include Statistical Information, or aggregated, anonymized or de-identified data, or any other data or information generated, collected, or derived by MontyCloud in connection with Customer's or its Authorized Users' access to or use of the Services.

"**Data**" means anonymized, de-identified metadata, including information about cloud services or cloud consumption, or other anonymized, de-identified information collected through Customer's use of the MontyCloud Platform, that cannot reasonably be used to identify Customer or any individual.

"**Feedback**" means information and feedback, including, without limitation, questions, comments, suggestions, or the like, regarding the performance, features, functionality and overall Customer experience using the MontyCloud Platform or any of the MontyCloud services.

"**MontyCloud Platform**" means the software as a service provided by MontyCloud under this Agreement, together with any improvements, updates, bug fixes or upgrades thereto made generally available across all MontyCloud Platform customers, which may include certain artificial intelligence technologies, such as the Agent.

"**Statistical Information**" means usage and performance data that MontyCloud collects or generates in connection with Customer's use of the MontyCloud Platform, including feature usage, configuration metrics, and system performance data, in each case aggregated or de-identified so that it does not identify Customer, any User, or any individual, and does not include Customer Data.

"Subscription Order" refers to the separately executed order form containing the Purchase Terms between the Parties including, but not limited to, pricing, payment terms, applicable discounts, and benefits for the Customer's subscription, including commercial agreements executed through a cloud provider, distributor, or reseller Marketplace, where applicable.

2. RIGHTS AND RESTRICTIONS

a. **Rights**. MontyCloud hereby grants to Customer a limited, nonexclusive, nontransferable, nonsublicensable, revocable right during the Term to:

i. access and use the MontyCloud Platform, its features and any associated solutions that interact with the MontyCloud Platform for Customer's business purposes and Customer's end-customer support and engagement; and

ii. invite and enable Authorized Users to create an Account and access and use the MontyCloud Platform, as described herein and in the Subscription Order during the Term. Customer is responsible for all Authorized Users' acts and omissions when using the MontyCloud Platform.

b. **Use Restrictions**. During the Subscription Term, Customer may not use or allow Authorized Users to use the MontyCloud Platform in any manner or for any purpose other than as expressly permitted by this Agreement. Except where expressly permitted herein, Customer and its Authorized Users shall not: (i) license, sublicense, sell, rent, lease, transfer, assign, distribute, publicly display, time share, or otherwise commercially exploit the MontyCloud Platform or make the MontyCloud Platform available to any third party, other than to Authorized Users or as otherwise expressly authorized under this Agreement; (ii) use the MontyCloud Platform to send, store, publish, upload, or otherwise transmit any illegal, harassing, or pornographic material; viruses; Trojan horses; worms; time bombs; corrupted files; or other computer programming routines to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another; (iii) interfere with or disrupt the integrity or performance of the MontyCloud Platform; (iv) attempt to gain unauthorized access to the MontyCloud Platform or its related systems or networks; (v) use or permit others to use any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the MontyCloud Platform; (vi) access the MontyCloud Platform for the purpose of building a similar or competitive product; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the MontyCloud Platform or any part thereof or otherwise attempt to discover any source code or modify the MontyCloud Platform.

c. **Changes to the MontyCloud Platform**. MontyCloud may change the MontyCloud Platform from time to time, including adding, changing, or removing features or functionality from the MontyCloud Platform. MontyCloud will notify Customer of any discontinuation of features from the MontyCloud Platform that will have a material, detrimental effect on Customer's use of the MontyCloud Platform.

d. **Suspension of the MontyCloud Platform**. MontyCloud may, in its sole discretion, immediately temporarily suspend access to or use of the MontyCloud Platform by Customer or any Authorized User without notice if Customer or any Authorized User violates a material restriction or obligation of Customer or Authorized Users in this Agreement, or if in MontyCloud's reasonable judgment, Customer or its Authorized Users' use or access to the MontyCloud Platform or any component thereof threatens the platform's security. MontyCloud will use reasonable efforts to re-establish the affected portion of the MontyCloud Platform promptly if MontyCloud determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. MontyCloud may terminate access to the MontyCloud Platform if any of the foregoing causes of suspension are not cured (if curable) within thirty (30) days after MontyCloud's initial notice to Customer thereof. Any suspension or termination by MontyCloud under this Section 2(d) will not excuse Customer from its obligation to make payment(s) under this Agreement. If any Authorized User breaches

any term or condition of this Agreement, then, in addition to any other remedies available to MontyCloud, MontyCloud will have the right, in its sole discretion, to immediately suspend access to the MontyCloud Platform by the Authorized User who failed to comply with this Agreement. Any suspension under this Section shall remain in effect until the applicable breach, if curable, is cured.

e. **Beta Offerings.** This Agreement does not apply to any beta offerings offered by MontyCloud, which will be covered by a separate beta agreement.

3. TERM AND TERMINATION

a. **Term of the Agreement**. The term of this Agreement will commence on the Effective Date and will continue for so long as the Subscription Order or any Continued Use Term is in effect, unless earlier terminated in accordance with the terms of this Agreement.

b. **Term of the Subscription Order**. The term of Customer's Subscription Order commences on the date, and is for a period, as set forth in the Subscription Order (the "**Subscription Term**").

c. **Continued Use.** To ensure uninterrupted access to the MontyCloud Platform, unless (i) Customer's Subscription Order specifies that the Subscription Term does not automatically renew, or (ii) either Party provides written notice of cancellation to the other Party at least thirty (30) days prior to the end of the then-current Subscription Term or any Continued Use Term, the Subscription Order will continue on a month-to-month basis (each successive monthly period, a "Continued Use Term"). Fees during any Continued Use Term will be at the then-current publicly-posted pricing for the applicable Marketplace unless otherwise specified in the Subscription Order. MontyCloud will provide advance notice of any pricing changes in accordance with Section 4(d).

d. **Termination**. If either Party commits a material breach of or default under this Agreement, including Subscription Order, then the other Party may give notice that the breach or default has occurred (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default, and the action required to cure the breach or default) and that the Term will terminate pursuant to this Section 3(d) if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in such notice). If the specified breach or default is either not curable or is not cured within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then this Agreement and the Subscription Order will terminate. Notwithstanding the foregoing, Customer's failure to pay the Fees in a timely manner constitutes a material breach and all Fees must be paid within ten (10) days of MontyCloud's notice to Customer. MontyCloud reserves the right to temporarily suspend Customer's access to the Services for nonpayment during the relevant cure period.

e. **Effect of Termination**. In the event of any termination of the Term:

   i. all of Customer's and each Authorized User's rights under this Agreement will immediately terminate and Customer and all Authorized Users will immediately cease any access or use of the MontyCloud Platform;

   ii. each Party shall return or destroy the Disclosing Party's Confidential Information within thirty (30) days of such termination;

iii. if MontyCloud terminates the Term for material breach by Customer under Section 3(d), then Customer will remain responsible for the remaining balance of the Fees plus related taxes and expenses;

iv. Upon mutual agreement of the parties, MontyCloud will permit Customer with read-only access to the MontyCloud Platform for thirty (30) days after the effective date of termination solely in order to remove any Customer Data from the MontyCloud Platform. Thereafter, MontyCloud will have no obligation to maintain any Customer Data or to forward any Customer Data to Customer or any third party; and

v. Sections 1, 3(e), 4-7, and 9-11 of this Agreement, together with any other provisions that by their nature are intended to survive, will continue to apply in accordance with their terms.

4. FEES, PAYMENTS AND TAXES

a. **MontyCloud Subscriptions**. MontyCloud offers different subscription plans for access and use of the MontyCloud Platform on an annual or other periodic basis, and Customer's subscription plan will be indicated on the Subscription Order. Customer will pay the fees for its subscription to the MontyCloud Platform as specified in the applicable Subscription Order ("Fees").

b. **Cancellation Policy**. EXCEPT AS SET FORTH IN SECTION 3, CUSTOMER MAY CANCEL ITS SUBSCRIPTION ONLY IN ACCORDANCE WITH CUSTOMER'S SUBSCRIPTION ORDER. CUSTOMER WILL REMAIN RESPONSIBLE FOR ALL CHARGES INCLUDING ANY APPLICABLE TAXES AND OTHER CHARGES INCURRED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION. EXCEPT WHERE OTHERWISE STATED IN CUSTOMER'S SUBSCRIPTION ORDER, ALL PAYMENTS HEREUNDER ARE NONREFUNDABLE.

c. **Payment Terms**. MontyCloud will invoice customer in accordance with the terms of the Subscription Order. Customer will pay invoiced Fees via a cloud provider, distributor, or reseller Marketplace, or for any applicable invoices via ACH or wire transfer, to the bank account specified in the invoice header. Where applicable, Customer shall include the applicable invoice number in the payment reference to ensure proper processing. Payment is due within thirty (30) days of Customer's receipt of the applicable invoice.

d. **Pricing and Availability**. All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. MontyCloud reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term, upon thirty (30) days prior notice to Customer (which may be sent by email). Notwithstanding anything to the contrary in Section 3, if MontyCloud exercises its rights under this Section 4, Customer may cancel its subscription any time between receipt of the notice and the renewal date of the Subscription.

e. **Taxes**. Customer is responsible for any sales, duty or other governmental taxes or fees due with respect to Customer's purchase of a Subscription. MontyCloud will collect applicable sales tax if it determines that MontyCloud has a duty to collect sales tax. MontyCloud will present any taxes that it is required to collect at checkout but note that actual taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates.

5. INTELLECTUAL PROPERTY

a. **Services**. MontyCloud, its licensors, and its service providers retain all right, title, and interest in and to the Services, Data, and Statistical Information, including all related intellectual property rights. MontyCloud may use Statistical Information to improve MontyCloud's offerings, or to create new offerings. MontyCloud reserves all rights not expressly granted to Customer under this Agreement. This Agreement and the Subscription Order(s) creates no implied rights. Customer acknowledges that the MontyCloud Platform in source code form is and will remain the intellectual property of MontyCloud and/or its licensors and that the source code is not licensed to Customer by this Agreement or any Subscription Order(s) and will not be provided by MontyCloud. Customer and its Authorized Users shall not delete or in any manner alter the copyright, trademark, and other proprietary notices of MontyCloud appearing on the MontyCloud Platform or any portion thereof.

b. **Customer Data**. Except for the limited rights expressly granted herein, as between MontyCloud and Customer, Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants MontyCloud a limited, non-exclusive license to use, display, and modify the Customer Data solely as necessary to provide the MontyCloud Platform in accordance with this Agreement. Customer represents and warrants that: it owns or otherwise has and will have the necessary rights and consents in and relating to any data it makes accessible to MontyCloud, including by presenting, complying with, and enforcing all appropriate disclosure, consent, and notice requirements at the point of collection of data, so that, as accessed, received, and processed by MontyCloud in accordance with this Agreement, the data does not and will not infringe, misappropriate, or otherwise violate any data, privacy, or any other rights of any third party, or violate any applicable laws.

6. FEEDBACK

Customer and Authorized Users may provide MontyCloud with Feedback. Except with respect to Customer Confidential Information contained in the Feedback, any Feedback that Customer or Authorized Users provide to MontyCloud about the MontyCloud Platform may or may not be treated confidentially by MontyCloud and will become the sole property of MontyCloud. Customer should not expect any compensation of any kind from MontyCloud with respect to Feedback.

MontyCloud will own, and Customer and Authorized Users hereby assign to MontyCloud, all exclusive rights, including, without limitation, all intellectual property rights in and to Feedback. MontyCloud will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer or any Authorized Users. MontyCloud will exclusively own any improvements or modifications to the MontyCloud Platform based on or derived from any Feedback, including all intellectual property rights therein or thereto.

7. CONFIDENTIAL INFORMATION

Confidential Information shall be governed by the Non-Disclosure Agreement previously signed and agreed to by the Parties ("Non-Disclosure Agreement"). If the term and/or survival obligations of the Non-Disclosure Agreement are set to expire prior to the end of the Subscription, this Agreement shall extend those obligations until termination of the Subscription Term. If Parties have not executed a Non-Disclosure Agreement, the following terms apply:

a. **Definition of Confidential Information**. "Confidential Information" shall mean all information disclosed by either Party, whether orally or in writing, that is either designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to trade secrets, know-how, business and

financial information, and other proprietary information, and includes without limitation information regarding the MontyCloud Platform, documentation regarding the MontyCloud Platform, the terms and conditions of this Agreement, pricing and other terms set forth in all Subscription Orders hereunder, as well as marketing plans, budgets, financial information, technology, technical information, methods, processes, techniques, designs, auditor reports, test results, internal policies, computer programs, and other business information disclosed by the Disclosing Party (defined below).

b. **Exclusions**. The designation of "Confidential Information" shall not apply to information that (i) was known to the other Party before receiving such information, (ii) becomes generally known to the public without breach of any obligation owed to the other Party, (iii) is received by either Party from a third party who was legally entitled to make an unrestricted disclosure, or (iv) is independently discovered or developed by the other Party.

c. Each party (the "**Receiving Party**") shall protect the Confidential Information of the other party (the "**Disclosing Party**") using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). The Receiving Party shall (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing, and (ii) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and subcontractors who have a need to know such Confidential Information for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under this Section shall survive termination and continue for five (5) years from the date of termination of this Agreement. All Confidential Information shall remain the property of the Disclosing Party. Upon termination, the Receiving Party shall cease any use of the Disclosing Party's Confidential Information. Upon termination or expiration of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and tangible materials containing Disclosing Party's Confidential Information and provide a signed document attesting to such return or destruction upon request.

d. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice, and cooperate in any effort to obtain confidential treatment of the Confidential Information.

e. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. ARTIFICIAL INTELLIGENCE ("AI") AGENT

a. **Agent Usage.** MontyCloud grants Customer a non-exclusive, non-transferable, revocable, and limited license to access and use the Agent during the Term solely for Customer's internal business purposes in accordance with the use cases described herein, as an interactive way to streamline the management, monitoring, and operations for a Customer's cloud environments that are connected to the MontyCloud Platform. The Agent is designed to serve as a conversational interface, facilitating interaction between users of the MontyCloud Platform and their cloud environments to improve user experience and operational efficiency. Further information about the Agent will be

periodically updated and is described by MontyCloud's official documentation and user guides found at https://support.montycloud.com.

i. **Compliance with Applicable Laws**: Customer agrees to use Agent in compliance with all applicable laws and regulations, including but not limited to laws governing data privacy, intellectual property rights, and export control.

ii. **Prohibited Usage**: Customer, and any Authorized Users, shall not use Agent for any unlawful, harmful, or malicious purposes, including but not limited to: (1) attempting to gain unauthorized access to Agent or any associated systems or networks; (2) uploading, transmitting, or storing any content that is illegal, infringing, defamatory, or harmful; (3) uploading, transmitting, or storing any consent that constitutes, depicts, fosters, promotes or relates in any manner to pornography or the marketing of pornographic materials; (4) interfering with or disrupting Agent functionality or MontyCloud's network infrastructure; (5) reverse-engineering, decompiling, or attempting to derive the source code of Agent, (6) being defamatory or intending to harass, threaten or violate a person's privacy; (7) improperly exposing trade secrets or other confidential or proprietary information of another person or company, or (8) infringing a copyright in direct violation of the Digital Millennium Copyright Act ("DMCA") or any other similar legislation, or infringing on another's patent, trade or service mark, trade secret or other property right.

b. **Agent Content.** Customer may provide input to the AI Agent ("Input") and receive output from the Agent based on the Input ("Output"). Input and Output are collectively "Agent Content." Customer is responsible for Inputs, including ensuring that it does not violate any applicable law or these Terms. Customer represents and warrants that it has all rights, licenses, and permissions needed to provide Input to our Services.

i. **Ownership of Agent Content.** To the extent permitted by applicable law, Customer retains its ownership rights to Agent Content that contains any Customer Data. MontyCloud retains ownership of any Agent Content that contains Statistical Information, whether it is used, contained, or derived from any Input or Output to the Agent.

ii. **Confidential Information.** Customer acknowledges and agrees that MontyCloud is not responsible for identifying information any user provides to the Agent as confidential or proprietary. MontyCloud recommends that Customer's authorized users refrain from submitting personal information or confidential information unrelated to their intended use case into the Agent. Notwithstanding the foregoing, nothing in this Section shall be construed to limit MontyCloud's compliance with any data security, privacy, or confidentiality obligations to which it is contractually bound under this Agreement or any other agreement between MontyCloud and Customer.

iii. **Similarity of Agent Content.** Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Agent and Services.

c. **Our use of Agent Content**. We may use Agent Content, which may include Customer Data, to provide, maintain, develop, and improve our Services, including but not limited to the Agent, comply with applicable law, enforce our terms and policies, and keep our Services safe. Neither MontyCloud nor its Service Providers will use any Customer Data to train any foundational AI model used to provide the Agent. In the event such Agent Content includes Customer Data, Customer grants MontyCloud with a non-exclusive, non-sublicensable, non-transferable, limited,

royalty free, right to access and use the Customer Data that is uploaded or processed through the Agent solely to provide the Services.

d. **Accuracy.** Artificial intelligence and machine learning are evolving. We constantly work to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts. When you use our Services, including the Agent, you understand and agree:

i. Output may not always be complete or accurate and you should not rely on Output from our Services as a sole source of truth or factual information.

ii. You are responsible for evaluating Output for accuracy and appropriateness for your use, including using human review, before using or sharing Output from the Services.

iii. You are responsible for your use of any Output. And, you may not use any Output relating to a person for any purpose that could have a legal or material impact on that person.

iv. Outputs do not represent MontyCloud's views. Any references to a third party does not mean there is any connection to or endorsement by MontyCloud.

9. DISCLAIMER

THE MONTYCLOUD PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY CONTAIN DEFECTS. THE MONTYCLOUD PLATFORM IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM AGENT USAGE WILL BE ACCURATE OR RELIABLE. CUSTOMER SHOULD TAKE APPROPRIATE STEPS TO SAFEGUARD IMPORTANT DATA USED IN CONNECTION WITH OR INPUT INTO THE MONTYCLOUD PLATFORM. CUSTOMER HEREBY WAIVES, RELEASES, AND DISCLAIMS, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE MONTYCLOUD PLATFORM OR RESULT INCLUDING ANY WARRANTY THAT THE MONTYCLOUD PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM OR OTHER SERVICES, BE SECURE, OR THAT ANY MATERIALS OR CUSTOMER DATA PROVIDED BY CUSTOMER OR A THIRD PARTY WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 10 (INDEMNIFICATION), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, WARRANTY, TORT OR OTHERWISE) FOR (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO MONTYCLOUD FOR THE RELEVANT SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 9.

10. INDEMNIFICATION

a. **By Customer**. Customer will defend, indemnify, and hold harmless the MontyCloud Parties from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party or Authorized User claim concerning:

   i. Customer's or Authorized Users' unauthorized or unlawful use of the MontyCloud Platform including, without limitation, any use of the MontyCloud Platform other than as permitted under this Agreement;

   ii. any Customer Data or other data or content related to Customer or Authorized Users which Customer provides, uploads, or inputs into the MontyCloud Platform; or

   iii. the combination of the Customer Data with other applications, content or processes.

b. **By MontyCloud**. MontyCloud will defend, indemnify, and hold harmless Customer from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim that alleges that the MontyCloud Platform infringes, misappropriates, or violates any United States patent, United States trademark or United States copyright or trade secret.

11. MISCELLANEOUS

a. **Independent Contractors**. Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

b. **Conflict or Inconsistency**. In the event of any conflict or inconsistency between terms of this Agreement ("MontyCloud Subscription Terms and Conditions") and the Subscription Order, the terms and provisions of the Subscription Order shall prevail. An omission does not constitute a conflict.

c. **Legal Compliance; Export Restrictions**. You represent and warrant that (i) you are not located in a country that is subject to a United States embargo, or that has been designated by the United States government as a "terrorist supporting" country; and (ii) you are not listed on any United States government list of prohibited or restricted parties. The MontyCloud Platform and related technology may be subject to applicable United States export control laws and regulations. You must comply with all applicable laws and regulations, including without limitation all applicable United States and international export control laws and regulations, with respect to the MontyCloud Platform and related technology. Without limitation, you may not export, re-export or otherwise

transfer the MontyCloud Platform or related technology, without a United States government license: (i) to any person or entity on any United States export control list; (ii) to any country subject to United States sanctions; or (iii) for any prohibited end use.

d. **Assignment**. Customer may not assign this Agreement or any right, interest, or benefit under this Agreement without prior written consent of MontyCloud. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.

e. **Severability**. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

f. **Force Majeure**. Excluding with respect to payment obligations, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

g. **Applicable Law**. This Agreement, and any dispute between the parties related to this Agreement, will be governed by the laws of the State of Delaware and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Each party consents to the exclusive jurisdiction and venue of any federal court located in Wilmington, Delaware.

h. **Interpretation**. The headings in this Agreement are for purposes of convenience only and shall not affect the meaning or construction of the provisions to which they relate. Any use in this Agreement of words denoting the singular includes the plural and vice versa. The word "including" shall be read to mean "including, without limitation". In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

i. **Entire Agreement**. This Agreement, together with any agreement, policy, guideline, or Subscription Order referenced in this Agreement, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

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

MontyCloud **Customer**