

PUBLIC SECTOR CLOUD SUBSCRIPTION TERMS OF SERVICE

THESE PUBLIC SECTOR CLOUD SUBSCRIPTION TERMS OF SERVICE (“**TERMS OF SERVICE**”) APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT (“**GOVERNMENT ENTITY**”). THESE TERMS OF SERVICE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER. IF THE CUSTOMER IS NOT A GOVERNMENT ENTITY, THEN IGNYTE PLATFORM INC. DBA IGNYTE ASSURANCE PLATFORM’S (“**IGNYTE**”) SUBSCRIPTION SERVICE AGREEMENT (LOCATED AT [HTTPS://IGNYTEPLATFORM.COM/LEGAL-CUSTOMER-AGREEMENTS/](https://ignyteplatform.com/legal-customer-agreements/)) APPLIES.

These Terms of Service include the General Terms and Conditions, and Ignyte’s Terms of Use (collectively, “**Operational Terms**”), and any other terms expressly referenced herein, all of which are expressly incorporated in these Terms of Service and attached by this reference. References to the “Agreement” in the Operational Terms shall generally mean these Terms of Service, and references to an agreement between Ignyte and Customer shall mean the Ordering Form or Reseller Order (as defined below) executed between the Customer and Reseller, or Ignyte and Reseller, respectively, and as appropriate based on context. References to a “Use Authorization” in the Operational Terms shall mean the Ordering Form.

When the end user is an instrumentality of the U.S. government, this agreement is a contract with the U.S. Government and becomes effective when signed by the contractor and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, ordering activities placing orders against the Schedule or ID/IQ contract are subject to this agreement as a term of the contract. This agreement shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity.

Pursuant to a separate transaction between the customer entity (“**Customer**”) and Ignyte’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain services to be delivered by Ignyte. These Terms of Service specify the terms and conditions under which those services will be provided by Ignyte, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “Ancillary Software” means software licensed by Ignyte to Customer that is typically deployed on Customer’s machines to enable access to and use of the Subscription Service. Ancillary Software may include or be provided with code licensed under third-party license agreements, including open sources software.

1.2 “Claim” means any third-party suit, claim, action, or demand.

1.3 “Confidential Information” means: **(1)** Ignyte Core Technology (which is Ignyte’s Confidential Information); **(2)** Customer Data and Customer Technology (which is Customer’s Confidential Information); **(3)** any of a party’s information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential and **(4)** to the extent permitted by Law, the specific terms of these Terms of Service, and any amendment or attachment (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(a)** is or becomes generally publicly known without fault or breach by receiving party; **(b)** that receiving party obtains (rightfully and without restriction on use or disclosure) from a third-party entitled to make the disclosure; or **(c)** that is independently developed by receiving party without using disclosing party’s Confidential Information.

1.4 “Customer Data” means electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Subscription Service, excluding Ignyte Core Technology.

1.5 “Customer Technology” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by Ignyte) for use with the Subscription Service, excluding Ignyte Core Technology.

1.6 “Deliverable” means anything created for Customer in performance of Professional Services other than NewlyCreated IP.

1.7 “Documentation” means the then-current Ignyte documentation for the Subscription Service or Ancillary Software. Documentation includes solely technical program or interface documentation, user manuals,

operating instructions, and release notes.

1.8 “**IPR**” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.9 “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, and judgment of any government authority (federal, state, local, or international) having jurisdiction.

1.10 “**Newly Created IP**” means IPR in the inventions or works of authorship that are made by Ignyte specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as “Newly Created IP” in an SOW, excluding Ignyte Core Technology.

1.11 “**Ordering Form**” means a written agreement entered into solely between Reseller and Customer specifying the Ignyte services that Customer has purchased, along with the term and scope of the authorized use thereof, subject to these Terms of Service. An Ordering Form is not binding on Ignyte.

1.12 “**Product Overview**” means Ignyte’s published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in the Ordering Form.

1.13 “**Professional Services**” means any consulting, development, or educational services provided by or for Ignyte pursuant to an agreed SOW or Service Description.

1.14 “**Reseller Order**” means the supporting order executed by Ignyte and Reseller or Ignyte’s authorized distributor, as applicable.

1.15 “**Service Description**” means the written description for a packaged Professional Service, attached to or referenced in an Ordering Form.

1.16 “**Ignyte Core Technology**” means: **(1)** the Subscription Service, Ancillary Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, Ignyte; and **(2)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

1.17 “**SOW**” means a statement of work or work order that describes scoped Professional Services by and between Ignyte and Reseller or Ignyte’s authorized distributor, as applicable.

1.18 “**Subscription Service**” means the Ignyte software-as-a-service (SaaS) offering ordered by Customer under an Ordering Form.

1.19 “**Subscription Term**” means the period of authorized access to and use of the Subscription Service, as set forth in an Ordering Form.

2. IGNYTE RESPONSIBILITIES

2.1 PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS. During the Subscription Term, Ignyte will: **(1)** make the Subscription Service available to Customer pursuant to these Terms of Service; **(2)** provide Customer Support; **(3)** provide upgrades and updates to the software license agreements; and **(4)** provide the Subscription Service in accordance with all Laws applicable to Ignyte’s provision of the products and services to its general customer base (i.e., without regard to Customer’s particular use of the Subscription Service or Laws not applicable to Ignyte as a lower-tier supplier).

2.2 PROTECTION AND RETURN OF CUSTOMER DATA. During the Subscription Term, Ignyte will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Upon written request by Customer within 45 days after termination or expiration of the Subscription Service, Ignyte will provide any Customer Data in the Subscription Service to Customer in Ignyte’s standard database export format at no additional charge to the Reseller under the applicable Reseller Order. After such 45-day period, Ignyte shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, delete Customer’s instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES

3.1 ACCESS AND USE RIGHTS. For each Subscription Term, Ignyte grants the access and use rights set forth in this Section 3 to the Ignyte Core Technology described in the applicable Ordering Form.

3.1.1. SUBSCRIPTION SERVICE. Ignyte authorizes Customer to access and use the Subscription Service during the Subscription Term in the applicable Ordering Form, solely for its internal business purposes in accordance with the Documentation.

3.1.2. ANCILLARY SOFTWARE. Ignyte grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer's machines, solely to facilitate Customer's authorized access to and use of the Subscription Service.

3.2 RESTRICTIONS. With respect to the Ignyte Core Technology, Customer will not (and will not permit others to): **(1)** use it in excess of contractual usage limits (including as set forth in the Ordering Form), or in a manner that circumvents use limits or technological access control measures; **(2)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated herein or in a Ordering Form; **(3)** access it for purposes of developing or operating products or services for third- parties in competition with the Ignyte Core Technology; **(4)** disassemble, reverse engineer, or decompile it; **(5)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these herein; **(6)** remove or modify a copyright or other proprietary rights notice in it; **(7)** use it in violation of Law (including those applicable to collection and processing of Customer Data through the Subscription Service); **(8)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner's permission; **(9)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(10)** access or disable any Ignyte or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify Ignyte at legal@igniteplatform.com 30 days before it engages in any of the foregoing acts that it believes it may be entitled to and provide reasonably requested information to allow Ignyte to assess Customer's claim. Ignyte may, in its discretion, provide alternatives that reduce adverse impacts on Ignyte's IPR or other rights.

3.3 PROVISION OF PROFESSIONAL SERVICES. Customer and Reseller may enter into one or more SOWs in an Ordering Form which may incorporate one or more Service Descriptions for the provision of Professional Services by Ignyte. Ignyte will perform the Professional Services, subject to the fulfillment of any Customer responsibilities and payments due, as stated in the Ordering Form.

4. ORDERING

4.1 RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to an agreement specifying price, payment, and other commercial terms reflected in an Ordering Form. Ignyte is not a party to the Ordering Form but will provide the purchased services pursuant to a Reseller Order and these Terms of Service. Reseller is not authorized to make any changes to these Terms of Service or bind Ignyte to any additional or different terms or conditions, except as Ignyte may expressly agree in writing in a Reseller Order, or any agreed SOW attached thereto. Subsequent or additional orders for Ignyte products or services may be placed by Customer through Reseller.

4.2 USE VERIFICATION. Ignyte or Reseller may remotely review the scope of Customer's use of the Subscription Service, and on Ignyte or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with these Terms of Service with respect to access to and use of the Subscription Service. If Ignyte or Reseller determines that Customer has exceeded its permitted access and use rights to the Subscription Service, Ignyte or Reseller will notify Customer, and Customer will within 30 days, either: **(1)** disable any unpermitted use, or **(2)** purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such 30-day period, Customer will stop accessing, the Subscription Service. Ignyte shall have all rights or remedies available under Federal Tort Claims Act or Contract Disputes Act.

5. INTELLECTUAL PROPERTY

5.1 IGNYTE OWNERSHIP. As between the parties, Ignyte and its licensors exclusively own all right, title, and interest in and to all IPR in the Ignyte Core Technology, notwithstanding anything in an Ordering Form or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, Ignyte, on behalf of itself and its licensors, reserves all rights in the Ignyte Core Technology and does not grant Customer any rights except those expressly set forth herein. Any Ignyte Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, Ignyte or Reseller makes reference to words such as “sale” or “purchase” in the applicable Ordering Form or other documents.

5.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to Ignyte a royalty-free, fully paid, non-exclusive, non-transferrable (except under Section 11.1), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Ignyte Subscription Service.

5.3 FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Subscription Service (collectively, “**Feedback**”) Customer grants to Ignyte a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into Ignyte Core Technology) without restriction.

5.4 PROFESSIONAL SERVICES. Subject to this Section 5.4, Ignyte assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon receipt of payment in full to Ignyte under the SOW that specifies the creation of Newly Created IP. If any Ignyte Core Technology is incorporated into a Deliverable, Ignyte grants to Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such Ignyte Core Technology in connection with the use of Subscription Service under these Terms of Service during the applicable Subscription Term. Nothing in these Terms of Service may be construed to limit Ignyte’s right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

6. WARRANTIES; DISCLAIMER OF WARRANTIES

6.1 IGNYTE WARRANTIES. Ignyte warrants that: **(1)** during the Subscription Term, Customer’s production instance of the Subscription Service will materially conform to the Product Overview; and **(2)** Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

6.2 REMEDIES.

6.2.1. SUBSCRIPTION SERVICE. If any non-conformity to the Product Overview (excluding any non-conformity caused by a modification to the Subscription Service made by Customer or a third-party acting at Customer’s direction), persists without relief more than 30 days after Customer’s notice to the Reseller of the non-conformity, then upon Ignyte’s timely receipt of such notice from Reseller, Customer may terminate the affected Subscription Service immediately (and Ignyte’s sole liability in connection with this warranty), and Ignyte will refund to Reseller any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service after the date of termination, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.1 sets forth Customers exclusive rights and remedies (and Ignyte’s sole liability) in connection with this warranty.

6.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, upon Ignyte’s timely receipt of notice from Reseller, Ignyte at its option will, as Customer’s exclusive remedy (and Ignyte’s sole liability in connection with this warranty) either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or, with Customer’s consent, terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.2 sets forth Customers exclusive rights and remedies (and Ignyte’s sole liability) in connection with this warranty.

6.3 DISCLAIMER. Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, Ignyte disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, Ignyte does not warrant that the Subscription Service: (1) will meet the requirements of Customer or others; or (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

7. CONFIDENTIAL INFORMATION

7.1 RIGHTS AND OBLIGATIONS. To the extent permitted by law, the recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights and obligations under the Ordering Form or these Terms of Service. Each party will limit the disclosure of the other's Confidential Information to those of its employees and contractors with a need to know such Confidential Information to exercise its rights and obligations under the Ordering Form and these Terms of Use, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in these Terms of Service. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of the Subscription Term. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same. Provisions for return of Customer Data are set forth in Section 11.2 (Return of Customer Data). Notwithstanding anything in this agreement to the contrary, the government may retain such Confidential Information as required by law, regulation, or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this agreement.

7.2 THIRD PARTY REQUESTS. These Terms of Service will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

8. INDEMNIFICATION

8.1 BY IGNYTE.

8.1.1. OBLIGATION. (a) If a third party claims that Ignyte Core Technology used in accordance with these Terms of Service infringes any IPR of any unaffiliated third-party ("IPR Claim"), or (b) Ignyte personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct, Ignyte will indemnify the Customer against liability, at Ignyte's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Ignyte, provided that the Customer: (1) Promptly notifies Ignyte in writing of the claim; and (2) Gives Ignyte such opportunity as is offered by applicable laws, rules or regulations to participate in the defense thereof. The Customer shall make every effort to permit Ignyte to fully participate in the defense and/or in any settlement of such claim. However, Ignyte understands that such participation will be under the control of the Department of Justice.

8.1.2. MITIGATION. In connection with any IPR Claim, Ignyte will consult with Customer to determine if the Department of Justice will be involved in mitigation. Further, Ignyte may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Subscription Service or Ignyte Core Technology; (3) replace Customer's access to or use of the applicable Subscription Service or Ignyte Core Technology with substantially similar functionality that avoids the Claim; or, (4) if Ignyte determines the foregoing clauses (1), (2), and (3) are commercially impracticable, with consent from Customer, terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering that part of the applicable

Subscription Term for such Subscription Service remaining after the effective date of termination.

8.1.3. LIMITATIONS. Notwithstanding the above, Ignyte has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: **(1)** use of any Ignyte Core Technology not expressly authorized under these Terms of Service, to the extent the Claim would have been avoided without such access or use; **(2)** Customer Data or Customer Technology; or **(3)** use of Ignyte Core Technology: **(a)** in violation of Law; **(b)** after termination under Section 8.1.2(4); or **(4)** modification to the Ignyte Core Technology to Customer's specifications or by anyone other than Ignyte or its contractors, or if combined with anything not provided by Ignyte, if the Claim would have been avoided but for such modifications or combinations.

8.2 CUSTOMER WARRANTY. Customer warrants that: **(1)** Customer Data, **(2)** Customer Technology, and **(3)** a modification to any Ignyte Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than Ignyte or a person acting at Ignyte's direction (but only if the Claim would have been avoided by use of the unmodified Ignyte Core Technology), does not infringe any IPR, or violates any third-party privacy rights.

8.3 DISPUTES. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. While a dispute is pending Ignyte shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. Ignyte shall have no liability for any refund that, in accordance with these Terms of Service, is to be paid by Reseller. To the extent permitted by Law, Ignyte's total, cumulative liability arising out of or related to these Terms of Service and the products and services provided under it and the Ordering Form, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts received for the Subscription Service or the provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.

9.2 EXCLUDED DAMAGES. To the extent permitted by Law, neither Ignyte nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable.

9.3 APPLICABILITY. The limits in Section 9.1 and exclusions in Section 9.2 do not apply to the following: **(1)** obligations to pay for products, services, or taxes; **(2)** obligations to pay third parties under Section 8; **(3)** IPR infringement, or **(4)** an action in tort, separate or distinct from a cause of action for breach of these Terms of Service, for the party's gross negligence or willful misconduct. If software is licensed to an instrumentality of the U.S. Government, any taxes to be paid by the Customer as end user will be submitted to the Contracting Officer for adjudication.

10. TERM AND TERMINATION

10.1 GENERALLY. The Subscription Term for the Subscription Service shall begin on the Term Start Date and continue until the Term End Date indicated in the Reseller Order. Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Ordering Form.

10.2 SUBSCRIPTION SERVICE. On termination of an Ordering Form, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using, and Ignyte will stop providing, the Subscription Service and all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for Ignyte's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination.

10.3 SURVIVAL. Sections 3.3 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability, 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Subscription Service.

11. GENERAL PROVISIONS

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under these Terms of Service, by operation of law or otherwise (collectively, “**Assign**”), without the other party’s prior written consent. When the end user is an instrumentality of the U.S. Government, assignment of government contracts without the government’s prior approval is prohibited by statute, except for assignment of payment to a financial institution. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.2 EXPORT. The Subscription Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service (“**Export Laws**”). Customer agrees to comply with ExportLaws that apply to Customer’s use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: **(1)** export, re-export, transfer, or otherwise use the Subscription Service in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, and Syria); **(2)** export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and **(3)** use the Subscription Service for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

11.3 US GOVERNMENT RIGHTS. The Subscription Service and Professional Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation (“**FAR**” 12.211 and 12.212 and Department of Defense FAR Supplement (“**DFARS**”) 227.7202, as applicable). Government Customers shall only have those rights in technical data, computer software, and computer software documentation (collectively, “**data**”) set forth in these Terms of Service except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

11.4 FORCE MAJEURE. Ignyte is not, and may not be construed to be, in breach of these Terms if performance is prohibited or delayed by acts outside of Ignyte’s reasonable control, including strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of Ignyte’s local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a “**Force Majeure Event**”). Ignyte will use reasonable efforts to mitigate the effects of such Force Majeure Event.

11.5 WAIVER; AMENDMENT. Failure by Ignyte to enforce any part of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

11.6 SEVERABILITY. If any term of these Terms of Service is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible.

11.7 LAW; JURISDICTION AND VENUE. If Customer is the U.S. Government, these Terms of Service shall be subject to the laws of the United States. Venue, jurisdiction and statute of limitations for any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.). If Customer is a state or local government entity, these Terms of Service shall be subject to the laws of the state in which Customer is located, and in the event of a dispute arising from or in relation to these Terms of Service, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state. Otherwise, to the extent permitted by law, these Terms of Service shall be governed by, and construed in accordance with the Laws of Delaware, without regard to its conflict of laws principles. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.8 CONSTRUCTION. Ignyte may provide Subscription Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that these Terms of Service and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting these Terms of Service. These Terms of Service will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against any party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

11.9 ENTIRETY; EXECUTION. These Terms of Service **(1)** are the parties' entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in these Terms of Service, including related to any possible future functionality that Ignyte may provide or offer.