

THESE TERMS OF USE (“Agreement”) are entered into between Opal Labs Inc. (“Opal”) and the entity listed on the signature page of the associated Order (“Customer”), and are effective as of the Order Effective Date. Customer and/or its Affiliates may enter into additional Orders, each of which will be governed by the terms and conditions of this Agreement. All references to “Customer” within this Agreement shall apply equally to any Affiliate placing an Order under the Agreement. “Affiliate” refers to any entity that controls, is controlled by, or is under common control with the Customer.

ARTICLE I - SUBSCRIPTION TERMS

A. Platform Subscription; User Subscriptions; Mobile Device Applications. Access to the Opal Platform is purchased as a combination of a Platform Subscription and User Subscriptions. The Opal Platform may be accessed by no more than the specified number of Users set forth in an Order. User Subscriptions may neither be shared nor concurrently used by more than one User but may be reassigned to new Users at the same user level, replacing former Users who no longer require use of the Opal Platform. Subject to the terms and conditions of an Order and this Agreement, Opal grants to Customer a non-transferable, non-sublicensable, non-exclusive license to access and use the Opal Platform, Opal Apps, and Services during the Subscription Term set forth in an Order. Opal mobile device applications made available through the App Store (“Opal Apps”) are subject to Apple’s Licensed Application End User License Agreement. Use of Opal’s Application Program Interface (“API”) and/or Software Development Kit (“SDK”) is subject to Customer’s acceptance of Opal’s then-current applicable license terms at the time of access.

B. Acceptable Use. “Authorized User” or “User” means individuals authorized or permitted by Customer to use the Opal Platform, provided that Authorized Users are strictly limited to Customer’s employees, agents, and contractors (1) who are bound by confidentiality obligations at least as protective as those contained herein, (2) whose access is permitted only for Customer’s ordinary business purposes, and (3) whose access or use is in strict compliance with the terms of an Order and this Agreement. Without limiting the foregoing, neither Customer nor any User shall: (1) use the Opal Platform or Opal Apps in connection with (a) any infringement or misappropriation of any intellectual property right of any third party; (b) any false, deceptive, or otherwise intentionally misleading practices directed towards Opal, Opal’s customers, or other Users; (c) any attempt to bypass or override the Opal Platform operating system, network, or security measures, or any component thereof; (2) alter, damage, or reverse engineer, reproduce, modify, publicly display or perform, encode, translate, or create derivative works from, any portion of the Opal Platform, Opal Apps, or related intellectual property, including its source code, object code, and documentation, or permit others to do any of the preceding; (3) loan, lease, sell, license or sublicense, or otherwise commercially exploit any part of the Opal Platform or Opal Apps without Opal’s express written consent; (4) use the Opal Platform or Opal Apps as part of any effort to compete with Opal or to provide similar products or services; (5) use any robot, spider, other automated device, or manual process to monitor any content from the Opal Platform or Opal Apps without Opal’s express written consent; or (6) transmit or transfer (by any means) information or technology derived from the Opal Platform or Opal Apps to foreign countries or certain foreign nations in violation of US export control laws.

C. Access Requirements. Each Authorized User must have a unique username and password (“User Identification”) to access and use the Opal Platform. Customer shall use commercially reasonable efforts to secure all User Identification data and immediately notify Opal of any unauthorized use of any User Identification or any disclosure of User Identification to any unauthorized party of which Customer becomes aware. Customer shall not knowingly permit any person or entity other than an Authorized User to access or use the Opal Platform.

D. Usage Data. Opal may monitor Customer’s access and use of the Opal Platform and compile data to derive statistical and performance information related to the provision and operation of the Opal Platform. Such information is used by Opal for the purpose of maintaining and improving the Opal Platform and Services. Where such information includes personal data that would enable identification of the Customer or a User, it is collected, maintained, and used in compliance with Opal’s Privacy Policy, the confidentiality provisions of this Agreement, and the Data Processing Addendum. Opal retains all rights, title, and interest in and to such statistical and performance information.

E. Customer Data. “Customer Data” means any information or data of any kind or nature, in any form of digital media or file type created, uploaded, processed or stored in connection with Customer’s or a User’s use of the Opal Platform. Customer retains all rights, title, and interest in Customer Data. During the term of this Agreement, Customer grants to Opal a worldwide, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to use, reproduce, store, archive, and index Customer Data solely as necessary to support the Opal Platform and Services provided to Customer in accordance with this Agreement. All Customer Data is provided by Customer “as-is” without warranty of any kind. The license granted by Customer to Opal in Article I Section E will terminate automatically upon the expiration or termination of this Agreement.

F. Ownership; Feedback. Other than the rights expressly granted to Customer under this Agreement, Opal reserves all right, title, and interest in and to the Opal Platform, Opal Apps, Services, Documentation, and any of Opal’s products and services, including any and all intellectual property rights therein. No rights are granted other than as expressly set forth in this Agreement. “Feedback” means any suggestion or idea for improving or otherwise modifying the Opal Platform, Opal Apps, or any of Opal’s products or services. Feedback is excluded from Customer’s Confidential Information. Customer hereby assigns to Opal any and all rights in and to Feedback, including all aspects, embodiments, modifications, additions, and all derivative works thereof. To the extent such rights may not be assigned as a matter of law, Customer grants to Opal an irrevocable, royalty-free, worldwide, transferable, sublicensable, perpetual license to use or incorporate the Feedback into any of Opal’s products or services.

G. Publicity. Each party may refer to the other as a customer or vendor (as the case may be) by reference to its website. Customer grants to Opal a non-exclusive, non-transferable right to use the Customer logos made available to Opal and pursuant to Customer’s applicable logo use policies (the “logos”), provided that Opal strictly complies with any applicable criteria and requirements in any such policies. Customer may modify any of the logos from time to time, and Opal will stop using any prior version following notice of any such modification. Opal shall not use the logos in a manner that misrepresents its relationship with Customer or is otherwise misleading, or that reflects negatively on Customer. Opal will immediately discontinue use of any Customer logo immediately upon request. Any use of Customer trademarks (including the “logos”) by Opal shall inure to the sole benefit of Customer. Opal agrees to provide reasonable assistance to Customer in connection with the protection and prosecution of Customer’s trademarks.

ARTICLE II - SECURITY & DISASTER RECOVERY

A. Security. Opal has implemented technical and organizational measures designed to secure Customer Data from accidental loss and from unauthorized access, use, alteration, destruction, or disclosure, which include industry-standard antivirus and malware software. Opal commits to the encryption of data in transit and at rest, which includes use of TLS 1.2+ to secure internet transmissions and AES-256 to secure data at rest. Opal utilizes industry leaders as trusted vendors for data hosting and cloud security and will provide Customer advance notice in the event of any material change in security policies or practices. However, Opal cannot guarantee that Customer Data will not be lost or that unauthorized third parties will never be able to defeat those measures or use Customer Data for improper purposes. Opal shall promptly notify Customer upon gaining knowledge of any unauthorized disclosure or access to, or loss, or unauthorized use of Customer Data.

B. Hosted Services Security. Opal shall require any facility from which the Opal Platform is hosted (“Hosting Facility”) to (1) establish and maintain appropriate technical and organizational measures to protect against accidental damage to, or destruction, loss, or alteration of Customer Data and (2) establish and maintain network and internet security procedures, protocols, security gateways, and firewalls with respect to the Opal Platform. While Opal encrypts data in transit and at rest, Opal is not responsible for the security of Customer Data while in transit over the Internet. Opal does not scan for the existence of Harmful Code within files uploaded to or downloaded from the Opal Platform by Users. “Harmful Code” means computer software routines intentionally designed to permit unauthorized access to or use of the Opal Platform, or Customer’s computer systems (e.g., a “back door,” “time bomb,” “trojan horse,” “worm,” “drop dead device,” “preventative routine,” or “virus”).

C. Back-ups. Opal will backup the Customer Data on at least a daily basis onto an electronic storage medium. Opal will require that the Customer Data be encrypted in transit, at rest, and when stored for backup.

D. Disaster Recovery. Opal will maintain and regularly test a disaster recovery plan that documents the procedures to follow in the event of disaster that would result in an extended interruption in use of the Opal Platform. In the event of any catastrophic event that prevents Opal’s performance hereunder, Opal will execute the disaster recovery plan without any additional charge to Customer.

E. Security Evaluations. In addition to Opal’s own annual internal security audit to assess compliance with Opal’s security policies, processes, and procedures, Opal shall retain an accredited independent auditing firm to verify such compliance and provide an independent assessment of Opal’s compliance with ISO 27001 and/or SOC 2 Type II standards. Executive summaries of Opal’s most recent audit reports are available at <https://www.workwithopal.com/security>.

1. Security Evaluations. Upon Customer’s request, but no more than once per calendar year and with at least ten (10) business days’ advance written notice, Customer may evaluate Opal’s security policies, processes, and procedures, provided that the scope of such evaluation will be limited to information that is not deemed confidential by Opal, including without limitation data belonging to other customers and Opal’s intellectual property and proprietary business practices (an “Evaluation”).

2. Evaluation Scope; Additional Fees. Subject to the conditions set forth in Article II Subsection E.1., an Evaluation shall not unreasonably interfere with Opal’s business activities and shall be limited to twenty (20) hours per calendar year. If an Evaluation is expected to exceed the foregoing limits, then prior to any Evaluation, Customer and Opal shall enter into a written Order defining Evaluation scope, and Customer shall reimburse Opal at a rate of \$200/hour.

3. Evaluation Results. Any report or other result generated through a permissible Evaluation under this Article II Section E will be Opal’s Confidential Information pursuant to Article IV of this Agreement. If any permissible Evaluation referenced above reveals security vulnerabilities or program deficiencies, as determined by Opal, Opal shall exercise commercially reasonable efforts to promptly remediate such identified deficiencies, including without limitation by revising its InfoSec Program. If such evaluation results in recommended changes to align with industry best practices or Customer’s commercially reasonable preferences, Opal will consider such recommendations in good faith and so long as Customer’s recommendations do not unreasonably interfere with Opal’s business activities, Opal will implement such recommendations at Customer’s cost (labor and materials).

ARTICLE III - PAYMENT TERMS; FEES; TAXES

A. Payment Terms. Unless otherwise provided in an Order, Opal will invoice Customer for 100% of the Order Total upon Customer’s acceptance of an Order. Customer shall pay all undisputed invoiced amounts without deduction and within thirty (30) days of the invoice date. Customer shall reimburse any and all collection fees and reasonable attorney fees incurred by Opal in the recovery of unpaid amounts due. Customer agrees to reimburse Opal for reasonable travel expenses related to its provision of Services. Travel expenses require Customer’s prior approval and will be invoiced separately.

B. Subscription Fees; Incidental Costs. Subscription Fees are based on Subscriptions and Services purchased and not on actual usage. Subscription Fees for a Subscription Term include the whole of that period regardless of the date when Customer’s use of or access to the Opal Platform and/or Services began. Additional User Subscriptions may be added in five (5) user minimum increments at the same pricing, prorated for the number of months remaining in the Subscription Term at the time the additional User Subscriptions are added. Subscription Fees for added User Subscriptions are not prorated for partial months. Any added User Subscriptions terminate on the same date as the termination date for pre-existing User Subscriptions. Any non-standard services may incur additional fees and Opal will notify Customer of any such non-standard services before they are rendered. Any services not delivered within twelve (12) months of the Order Effective Date through no fault of Opal are deemed delivered and satisfied with no further obligation to provide such services. Reasonable incidental costs for data transfer and storage are included in the Platform Subscription. The Platform Subscription includes 25 GB of cloud storage per User per calendar month (“Storage Limit”) and 50 GB of data transfer per User per calendar month (“Transfer Limit”). Opal will notify Customer when its usage (aggregate of all active Users) approaches the Storage Limit or Transfer Limit. If Customer’s usage exceeds the Storage Limit or Transfer Limit during any calendar month, Opal will promptly notify Customer, and Customer shall reimburse Opal for Opal’s actual costs exceeding the Storage Limit or Transfer Limit.

C. Transaction Taxes. Amounts due under this Agreement are payable to Opal without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source (“Transaction Taxes”). Customer shall pay all Transaction Taxes, together with any interest or penalties assessed thereon, that are imposed upon Customer’s purchases hereunder, unless Customer has provided Opal with a certificate of exemption with respect thereto. Customer is responsible for providing Opal with the ultimate location of use for purposes of calculating Transaction Taxes.

ARTICLE IV - CONFIDENTIALITY

A. Confidential Information. “Confidential Information” means all nonpublic information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes Customer Data. Opal’s Confidential Information includes the confidential elements of the Opal Platform and Services. Confidential Information of each party includes the terms and conditions of any Orders, as well as such party’s business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation of confidentiality, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation of confidentiality, (3) is received from a third party without breach of any obligation of confidentiality, or (4) was independently developed by the Receiving Party without reference to or reliance on the Disclosing Party’s Confidential Information as evidenced by contemporaneous written records.

B. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (1) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will not disclose or use any Confidential Information of the Disclosing Party for any purpose beyond the scope of this Agreement, and (2) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to (a) those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective than those herein, and (b) Receiving Party's attorneys, accountants, financial advisors, and auditors, for the sole purpose of enabling such parties to provide counsel and advice to the Receiving Party.

C. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

D. Injunctive Relief. Receiving Party agrees that its breach of Article IV would cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

ARTICLE V - LIMITED WARRANTY; LIMITATION OF LIABILITY

A. General. Each party represents and warrants that it has all right, power, and authority to enter into and perform this Agreement and will comply with applicable laws in its performance of this Agreement.

B. Limited Warranty. Opal warrants the availability and functionality of the Opal Platform for the duration of the Subscription Term in accordance with Opal's written service level agreement, identified in Article IX(J). Opal warrants that the Opal Platform will perform the material functions described in the applicable Documentation. "Documentation" means the documentation, manuals, and usage guides provided or made accessible by Opal to Customer.

C. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS AND THIS AGREEMENT EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (1) ANY WARRANTY THAT THE OPAL PLATFORM, OPAL APPS, OR SERVICES ARE ACCURATE, ERROR-FREE, FAULT-TOLERANT OR FAIL-SAFE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL CUSTOMER EQUIPMENT OR CONFIGURATIONS THEREOF, AND (2) ANY WARRANTY OF NONINTERFERENCE OR SYSTEM INTEGRATION. OPAL WILL NOT BE LIABLE FOR FAILURES CAUSED BY CUSTOMER'S EQUIPMENT (OR THIRD-PARTY EQUIPMENT PROCURED BY OR ON BEHALF OF CUSTOMER), MISUSE OF THE OPAL PLATFORM, OPAL APPS, OR SERVICES, OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER OR ITS USERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OPAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING THE OPAL PLATFORM, OPAL APPS, SERVICES, DOCUMENTATION, OR ANY OTHER ITEM OR SERVICE PROVIDED BY OPAL UNDER AN ORDER, THIS AGREEMENT, OR OTHERWISE, OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND OPAL EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. NO INFORMATION, REPRESENTATION, OR ADVICE GIVEN BY OPAL SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY SET FORTH IN THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

D. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, LOSS OR INTERRUPTION OF USE OF ANY DATA OR EQUIPMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATED TO AN ORDER OR THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (1) ONE MILLION DOLLARS (\$1,000,000) USD OR (2) THE TOTAL AMOUNT OF PAYMENTS PAID OR PAYABLE BY CUSTOMER TO OPAL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN ARTICLE V SECTION D, REGARDLESS OF THE REMEDY OR THEORY OF LIABILITY UNDER WHICH DAMAGES ARE SOUGHT. THE LIMITATIONS OF ARTICLE V SECTION D WILL APPLY EVEN IF REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. The limitations of liability under Article V Section D shall not apply to breach of confidentiality under Article IV and indemnification obligations under Article VI. If applicable law limits the application of the provisions of Article V Section D, each party's liability will be limited to the maximum extent permissible.

ARTICLE VI - INDEMNIFICATION

A. Indemnification. Each party ("Indemnitor") agrees to defend, indemnify, and hold harmless (collectively "indemnify" or "indemnification") the other party ("Indemnitee"), including Indemnitee's officers, directors, shareholders, and employees (collectively "Related Persons"), from and against, and pay or reimburse Indemnitee and such Related Persons for, any and all third-party actions, claims, demands, proceedings, investigations, inquiries (collectively, "Claims"), and any and all liabilities, obligations, fines, deficiencies, costs, expenses, royalties, losses, and damages (including reasonable outside counsel fees and expenses) associated with such Claims, to the extent that such Claim(s) arises out of (1) Indemnitor's material breach of this Agreement or (2) any allegation(s) that Indemnitor's actions (or in the case of Customer, the actions of any Authorized User) (a) infringe or violate any third-party intellectual property right, including without limitation, any U.S. copyright, patent, or trademark; (b) violate publicity, privacy, or other similar rights of third parties; or (c) are otherwise found to be tortious or criminal (whether or not such indemnified person is a named party in a legal proceeding). For purposes of Article VI, "third party" means a person or entity wholly unrelated to Indemnitee or any Affiliate thereof and does not include any Affiliate or assignee of Indemnitee or any other person or entity under the control of or acting in concert with Indemnitee, whether directly or indirectly.

B. Notice and Defense of Claims. Indemnitee shall promptly notify Indemnitor of any Claim(s) for which indemnification is sought following actual knowledge of such Claim(s), provided however, that the failure to give such notice shall not relieve Indemnitor of its obligations hereunder except to the extent that Indemnitor is materially prejudiced by such failure. In the event that any third-party Claim(s) is brought, Indemnitor may undertake and control the defense of such action with counsel of its choice, provided that (1) Indemnitee at its own expense may participate and appear on an equal footing with Indemnitor in the defense of any such Claim(s), (2) Indemnitee may undertake and control such defense in the event of the material failure of Indemnitor to undertake and control the same, and (3) the defense of any

Claim(s) relating to the intellectual property rights of Opal or its licensors and any related counterclaims shall be solely controlled by Opal with counsel of its choice. Indemnitee shall not consent to judgment or concede or settle or compromise any Claim(s) without the prior written approval of Indemnitor (which approval shall not be unreasonably withheld) unless such concession or settlement or compromise includes a full and unconditional release of Indemnitor and any applicable Related Persons from all liabilities in respect of such Claim(s).

C. Option to Provide Replacement. In the event that Opal's right to provide access to the Opal Platform is enjoined or in Opal's reasonable opinion is likely to be enjoined, Opal may obtain the right to continue providing access to the Opal Platform, replace or modify it so that it becomes non-infringing, or, if such remedies are not reasonably available, either party may terminate the applicable Order and this Agreement, in which case Opal shall pay to Customer a prorated refund of any amounts prepaid by Customer for any use of Opal Platform or unperformed Services resulting from termination under Article VI. In the event Opal must terminate the applicable Order and this Agreement under Article VI, Opal shall provide Customer with as much written notice as reasonably practicable prior to the effective date of such termination.

ARTICLE VII – TERM; TERMINATION

A. Term. This Agreement continues in effect until terminated by either of the parties pursuant to this Article VII. If notice of non-renewal of an Order is not provided prior to the expiration of the Subscription Term and the parties have not agreed to a renewal in writing, the Order will automatically renew for successive 12-month terms at the same pricing (exclusive of discounts).

B. Termination for Convenience. Either party may at any time terminate this Agreement upon thirty (30) days' prior written notice, provided that no Order is then in effect ("active").

C. Termination for Cause. Either party may terminate an Order or this Agreement for the other party's material breach and failure to cure such breach within thirty (30) days of receipt of written notice. If Customer terminates under this Article VII Section C, Opal shall pay to Customer a prorated refund of amounts prepaid by Customer for unperformed Subscriptions or Services resulting from Customer's termination.

D. Effect of Termination. Upon termination, unless the parties otherwise agree in writing, the following will apply: (1) all license, usage and access rights granted to Customer shall terminate, and Customer shall cease all access and use of the Opal Platform, Opal Apps, Services, and Documentation; (2) subject to subsection (3) below, each party shall destroy or delete any and all Confidential Information of the other party; and (3) upon Customer's written request to Opal within two (2) calendar weeks following the termination, Opal shall provide Customer with all Customer Data in an industry standard format (e.g., CSV). Excluding data retention required under applicable law and a single archival copy, Opal shall delete Customer Data within sixty (60) days following the date of termination. Upon Customer's written request, Opal shall provide written confirmation of deletion or destruction. Except as otherwise expressly provided in an Order or this Agreement, Customer remains liable for Subscription Fees and is not entitled to any refunds of prepaid Subscription Fees in connection with any termination. Articles IV through VIII and any other provision which by its nature should survive expiration or termination of an Order or this Agreement shall survive expiration or termination.

ARTICLE VIII – MISCELLANEOUS TERMS AND CONDITIONS

A. Assignments and Successors. Neither party may assign an Order or this Agreement or any of its rights or obligations thereunder without the prior written consent of the other party which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign an Order and this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Except to the extent prohibited by this Article VIII Section A, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

B. Notices. Notices pursuant to this Agreement must be in writing and are considered delivered upon (1) personal delivery, (2) three days following mailing when sent by commercial carrier, return receipt requested, or (3) upon actual receipt if sent by email. Notices will be sent to the address set forth on the Order or such new address as either party may specify by written notice.

C. Applicable Law; Jurisdiction; Waiver. This Agreement, all Orders, and any legal proceeding arising from or related to an Order or this Agreement will be governed solely by the internal laws of the State of Delaware, including without limitation applicable federal law, without reference to (1) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (2) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (3) other international laws unless otherwise agreed in writing. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Multnomah County, Oregon, waive any objection to jurisdiction or venue in such courts, waive any claim that such forum is an inconvenient forum, and waive the right to a trial by jury.

D. Relationship of the Parties; Non-Exclusivity. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. This Agreement is non-exclusive; Customer is free to use similar software and services, and Opal is free to market the Opal Platform and Services to others.

E. No Third-Party Beneficiaries. Except for the rights of Related Persons under Article VI (Indemnification), there are no third-party beneficiaries to this Agreement.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument.

G. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

H. Force Majeure. Neither party shall be liable for any delay or failure in its performance of an Order or this Agreement to the extent such delay or failure is caused by conditions beyond such party's reasonable control. Such conditions include, but are not limited to, natural disasters, acts of government, power failure, fire, flood, widespread internet failure, and acts of war.

I. Ancillary Documents. The following documents and their respective locations constitute the "Ancillary Documents," each of which may be updated by Opal at its discretion from time to time:

- a. **Privacy Policy** - <https://workwithopal.com/privacy-policy/>

- b. **Service Level Agreement** - <https://workwithopal.com/sla>
- c. **Data Protection Addendum (DPA)**: <https://workwithopal.com/dpa>
- d. **Sub-processor List**: <https://workwithopal.com/sub-processors/>

J. Entire Agreement; Modification; Waiver. This Agreement, any Order, and the Ancillary Documents together constitute the entire agreement between the parties, superseding all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter, including any public statements made by Opal regarding future functionality. No modification, amendment, or waiver of any provision of this Agreement or any Order will be effective unless in writing and signed by an authorized representative of the party against whom the modification, amendment, or waiver is asserted. For clarity, any terms or conditions introduced in a purchase order or similar document from Customer are expressly rejected. The documents that form this Agreement should be interpreted to avoid internal conflict. In the event of a conflict between an Order and the Agreement, the Order will prevail if it expressly intends to supersede the Agreement. In the event of a conflict between the Agreement and Opal's Privacy Policy, the Service Level Agreement, or the Data Processing Addendum, the document most specific to the issue will govern.