

Services Agreement

This Master Services Agreement (this “**Agreement**”) is made and entered into as of the Effective Date above by and between DisruptOps, Inc. for the benefit of itself and its affiliates (“**DisruptOps**”), having its principal offices at 116 W. 3rd Street, Suite 102, Kansas City, MO 64105, and the Customer identified above (“**Customer**”), for the purposes of DisruptOps’s provision of certain software technology and services. Customer and DisruptOps may singularly be identified herein as “**Party**” and collectively as “**Parties**.”

This Agreement consists of: (i) this signature page; (ii) the Master Terms and Conditions; and (iii) any number of ordering documents, exhibits and attachments executed by the Parties pursuant to this Agreement (collectively, “**Addenda**”).

IN WITNESS WHEREOF, DisruptOps and Customer, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as of the Effective Date. By signing below, each of DisruptOps and Customer agree that it has read and fully understands all terms included in the attached documents and agrees and accepts all of the foregoing.

1. Agreement Structure.

1.1 Complete Agreement. This Agreement is the complete agreement between the Parties and supersedes any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the Addenda. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein, and DisruptOps will not offer any Services except pursuant to this Agreement. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties. The terms and conditions of this Agreement shall control and supersede any end user license agreements, terms of use, click-through or shrinkwrap terms, purchase orders, invoice terms, or other similar documents, in any format, including terms located on Customer’s website or provided with its purchasing documents, whether signed before or after this Agreement. Such other terms shall be void to the extent they relate to the subject matter contemplated by this Agreement.

1.2 Conflicts. Addenda executed by the Parties under this Agreement shall be subject to these Master Terms and Conditions. The provisions of the various Addenda documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Master Terms and Conditions on the one hand and the terms and

conditions of Addenda on the other hand, the terms and conditions of these Master Terms and Conditions shall control, unless explicitly stated otherwise in the Addendum, and in that case the conflicting terms and conditions in such Addendum shall apply only to that Addendum.

2. Services.

2.1 Access. DisruptOps will provide access to and use of DisruptOps's software products (collectively, the "**Services**"). DisruptOps will provide the Services through DisruptOps's website, any mobile applications that may be provided by DisruptOps and its computer system and datacenter facilities which DisruptOps will manage and maintain which may be operated by DisruptOps, an affiliate or by third parties under agreement(s) with DisruptOps.

2.2 Deliverables. DisruptOps may provide Customer with files, data, analysis, and other information in summary documents (the "**Deliverables**") which will be available to Customer within the Services environment and/or provided to Customer in the manner set forth in Addenda. Excluding any DisruptOps Intellectual Property Rights contained therein, such Deliverables will be the sole and exclusive property of Customer.

2.3 Maintenance; Support. DisruptOps will provide the support and maintenance for the Services as set forth in Addenda attached hereto.

2.4 Service Levels. DisruptOps will provide the Services at the services levels set forth in Addenda attached hereto.

3. Intellectual Property Rights.

3.1 Ownership of Services. DisruptOps, its affiliates or third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all Intellectual Property Rights derived from the Services, including without limitation, all patents, trademarks, copyrights and trade secrets derived from the Services.

3.2 Restrictions on Use. Customer may use the Services only for its internal business purposes. Customer shall not (i) copy, reproduce, modify, adapt, translate, distribute, transmit, download, upload, post, sell, rent, license, sublicense, transfer, mirror, frame, create derivative works of, reverse engineer, decompile or disassemble any aspect of the Services (including, but not limited to, any underlying software), in whole or in part, in any form or by any means; (ii) access or use the Services in connection with provision of any services (including outsourcing services) to third parties; (iii) resell,

lease, encumber, copy, distribute, publish, exhibit, or transmit the Services to any third party; (iv) use the Services in a manner that in material respects, delays, impairs, or interferes with system functionality for other users of the Services or that compromises the security or integrity of the Services; (v) knowingly enter data through the use of the Services that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information hosted through the Services using technology or methods such as those commonly referred to as “web scraping,” “data scraping,” or “screen scraping”; or (vii) use the Services or any part or aspect of them for any unlawful purpose. Access to or the license to use of the Services may be limited or suspended immediately in DisruptOps’s reasonable discretion if the terms of this Section are violated.

3.3 Third Party Licensed Components. Customer acknowledges and agrees that part of DisruptOps Services will necessarily include and be contingent upon the systems, applications, and data provided by Customer or third parties. Customer acknowledges and agrees that DisruptOps is not liable, under any circumstances, for the accuracy or quality of third-party data or technology, including Customer Networks and Infrastructure. Customer agrees not to hold DisruptOps liable for any error of or negligence by the data or technology of third-party’s or of Customer.

3.4 Trademarks. “DisruptOps,” the DisruptOps logo and all DisruptOps product names are trademarks or service marks of DisruptOps or its affiliates (collectively, the “**Marks**”). No right or license to use the Marks is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by DisruptOps.

3.5 License to Services. DisruptOps hereby grants Customer a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, related software, and Documentation in accordance with the terms of this Agreement or applicable Addenda.

3.6 Ownership of Customer Data. Customer Data shall be the sole and exclusive property of Customer. Customer hereby grants DisruptOps a limited, non-exclusive, royalty-free, non-transferable license to copy, use, manipulate or display Customer Data solely as needed to perform the Services.

3.7 Right to Anonymous Meta Data. Customer hereby grants to DisruptOps a non-exclusive, transferable, irrevocable right to use and process Customer Data for the

purposes of aggregating such Customer Data with other data (including with data from other customers, public data, or from other sources), including but not limited to benchmarking, analytics, or other business purposes, provided that DisruptOps anonymizes Customer Data such that Customer's identity is not disclosed or can be re-identified ("**Data Derivatives**").

3.8 Customer Submissions. Customer acknowledges and agrees that any and all suggestions, feedback, ideas, or concepts that are shared with DisruptOps ("**Feedback**") are without any restrictions on use or expectation of confidentiality. Customer agrees that DisruptOps will exclusively own, and Customer hereby irrevocably assigns to DisruptOps without compensation or further obligation, all rights worldwide now known or hereafter existing to the Feedback.

4. Customer Responsibilities.

4.1 Access. Customer has the sole responsibility for Customer's Networks and Infrastructure, as well as the installation, testing, security, and operations of facilities, telecommunications, and internet and mobile services, equipment, software and/or other infrastructure necessary for Customer's use and access of the Services, and for paying all associated third-party fees incurred by Customer.

4.2 Authorized Users. Customer is responsible for approving access to Authorized Users, for their compliance with applicable requirements in this Agreement and for administering, and maintaining the confidentiality of, log-in credentials issued to such Authorized Users. Customer is also responsible for ensuring that log-in credentials or access rights are invalidated upon termination of Customer's relationship with any such Authorized User.

4.3 Notification. Customer shall promptly notify DisruptOps upon becoming aware of any unauthorized use of the Services, whether by Authorized Users or unauthorized individuals or entities.

4.4 Compliance with Law. Customer shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations. Customer shall obtain any necessary consents, licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to Customer's use of the Services and sharing of Customer Data. Customer represents and warrants that it has all rights necessary to provide access to Customer Networks and Infrastructure and any and all data, documentation and other materials, including Customer Data, that it may make available to DisruptOps under this Agreement and that DisruptOps may use

the same as necessary for DisruptOps to perform the Services required under this Agreement.

5. Term and Termination.

5.1 Term. This Agreement commences on the Effective Date and will remain in full force and effect unless terminated as set forth herein.

5.2 Termination for Cause. If either Party breaches any provision of this Agreement, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement in its entirety if the breach is not cured within 30 days following such notice. Notwithstanding the foregoing, DisruptOps may immediately terminate this Agreement upon written notice in the event Customer breaches this Agreement after receiving two prior breach notices.

5.3 Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors.

5.4 Effect of Termination. Upon the expiration or termination of this Agreement: (i) Customer shall immediately pay to DisruptOps all undisputed amounts accrued to the date of expiration or termination; (ii) DisruptOps will refund to Customer a prorated amount of any prepaid Fees for the Services; (iii) Customer's license to and right to access the Services terminate automatically.

6. Fees and Payment.

6.1 Fees. Customer shall pay DisruptOps the fees for the Services ("**Fees**") as set forth in Addenda. DisruptOps shall invoice Customer for all Fees incurred by Customer at the end of each DisruptOps billing cycle, and Customer shall pay DisruptOps the Fees within thirty (30) days of the date of the invoice. If full payment is not made in compliance with this Section, Customer may be assessed a late charge equal to 1 ½ percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer becomes ten (10) or more days past due and fails to pay all past due fees within ten (10) days of DisruptOps's written notice of such delinquency, DisruptOps may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related interest are paid, or terminate the

Agreement. Customer shall pay DisruptOps all costs of collection of past due amounts owed to DisruptOps hereunder, including without limitation, attorney fees, collection agency fees and court costs. DisruptOps reserves the right to increase Fees for the Services but not more than one (1) time in any twelve (12) month period and only after providing Customer with written notices of such Fee increase.

6.2 Taxes. Fees are exclusive of sales, use, excise, ad valorem, personal property, and other taxes. When DisruptOps has the legal obligation to collect such taxes, the appropriate amount shall be added to DisruptOps's invoice and paid by Customer, unless Customer provides DisruptOps with a valid tax exemption certificate prior to issuance of the invoice.

6.3 Disputes and Penalties. Customer reserves the right to dispute any Fees and taxes, which it believes, are incorrect. Customer may withhold from an invoice any amount which it believes is incorrect provided that Customer shall give written notice of the dispute together with the reasons for the dispute and pay any amounts not in dispute. No penalty or termination provision in the Agreement shall apply if Customer withholds payment because of a good faith dispute regarding a material term or obligation under the Agreement. At Customer's discretion, DisruptOps shall continue to perform fully and the Parties shall work diligently to resolve such dispute.

7. Warranties; Disclaimer.

7.1 DisruptOps's Legal Status. DisruptOps warrants that it is duly organized and in good standing under the laws of the jurisdiction in which it is organized and has authority and power to enter into the Agreement and perform its obligations hereunder. DisruptOps warrants that it is not currently the subject of voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such petition, and is not aware of any claim for the filing of an involuntary petition.

7.2 Other Agreements. Neither the execution of this Agreement nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which DisruptOps is a party, nor will DisruptOps enter into any agreement, which would violate or interfere with this Agreement.

7.3 Services. The Services shall conform in all material respects to the Documentation and this Agreement and shall be performed by qualified Personnel.

7.4 Malicious Code. DisruptOps warrants it will use commercially reasonable efforts and industry standard tools to ensure the Services do not contain disabling

features or computer code, including but not limited to, viruses, worms, trojan horses, or other malicious code designed to (a) interfere with, destroy, disrupt, disable, or otherwise harm or impede Customer's hardware, software or network; or (b) permit unauthorized access to Customer's hardware, software or network.

7.5 Personnel. DisruptOps will remain fully responsible for any and all actions, obligations, services and functions performed by its Personnel to the same extent as if DisruptOps performed such actions, obligations, services and functions itself. DisruptOps will be responsible for its Personnel's compliance with the terms of this Agreement. DisruptOps warrants that all Personnel that create, access or receive Customer Confidential Information shall be bound in writing by confidentiality obligations at least as stringent as those set forth herein.

7.6 Intellectual Property. DisruptOps warrants that: (i) it has all the necessary rights to render the Services and grant the licenses under this Agreement; and (ii) neither rendition of the Services nor use of the related software or related Documentation will infringe upon any proprietary or Intellectual Property Right of any entity not a party to this Agreement.

7.7 Non-Conformance. If Customer discovers a breach of any warranty, duty, obligation or representation or a failure to conform with any of the warranties, representations, duties or obligations of DisruptOps, Customer shall inform DisruptOps in writing, and, upon receipt of such notice, (i) DisruptOps shall correct such breach or non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to Customer; or (ii) if DisruptOps cannot effect such corrections within a reasonable time using commercially reasonable efforts, Customer may terminate the Agreement as to the Services and obtain a refund of Fees prepaid to DisruptOps hereunder. THIS SECTION SETS FORTH DISRUPTOPS'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY BREACH OF WARRANTY CLAIMS.

7.8 Disclaimer. OTHER THAN AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO DISRUPTOPS), OR ARISING FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE. DISRUPTOPS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK,

AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE.

8. Indemnification.

8.1. Indemnification by DisruptOps.

(a) DisruptOps shall indemnify, defend and hold Customer harmless from and against any claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States patent, copyright or trademark (each, an **"Infringement Claim"**). DisruptOps's obligations with respect to this Section are conditioned upon: (i) Customer providing DisruptOps prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving DisruptOps full and exclusive authority for the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving DisruptOps all information and assistance reasonably requested by DisruptOps in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

(b) If an Infringement Claim has been made, or in DisruptOps's opinion is likely to be made, DisruptOps may, at its sole option and expense, either: (i) procure for Customer the right to continue using the Service; or (ii) replace or modify the Service so that it becomes non-infringing. If neither of the foregoing options is reasonably available, DisruptOps may immediately terminate both Parties' respective rights and obligations under this Agreement with regard to the Service, and refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Service.

(c) Notwithstanding the foregoing, DisruptOps shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by DisruptOps, (ii) the use of the Services other than as expressly provided in this Agreement; (iii) the alteration or modification of the Services; (iv) DisruptOps's compliance with Customer's designs, specifications or instructions; or (v) Customer's continued use of the Services after DisruptOps has informed Customer of modifications or changes to the Services required to avoid the Infringement Claim.

(d) THIS SECTION 8.1 SETS FORTH DISRUPTOPS'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.

8.2. Indemnification by Customer. Except for DisruptOps's indemnity obligations set forth above, Customer shall indemnify, defend and hold DisruptOps harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against DisruptOps by a third party arising out of or related to the use of the Services by the Customer, Customer's provision of or DisruptOps's use of or access to Customer Networks and Infrastructure, any Customer Data, documentation or other materials provided by Customer under this Agreement and/or or Customer's breach of this Agreement.

9. Limitation of Liability.

DISRUPTOPS'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO DISRUPTOPS DURING THE 12 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DISRUPTOPS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF DISRUPTOPS IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. Confidential Information.

10.1 Confidentiality Obligations. As used herein, "Confidential Information" means all confidential 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. Confidential Information shall include, but is not limited to DisruptOps Intellectual Property Rights in its Services, Customer

Data, financial information, strategic business plans, policies and/or marketing information, claims, sales, underwriting strategy, and decision making processes, third party Intellectual Property Rights, pricing and/or profit information. Each Party agrees that during the Term and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (ii) it will take reasonable precautions, but no less than it would take to prevent the disclosure of its own similar Confidential Information, to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party, other than to third parties with which Disclosing Party may contract in accordance with the fulfillment of the terms of this Agreement on a need-to-know basis provided that such third parties are bound by obligations of non-disclosure and limited use at least as stringent as those contained herein.

10.2 Exclusions. Confidential Information shall not include any information that the Receiving Party can establish: (i) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (ii) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; or (iii) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

10.3 Required Disclosures. These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

11. Information Security.

11.1 Information Security Program. DisruptOps represents that it maintains an information security program as required by applicable law. Such program shall include appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized access to or use of Customer Data that could result in substantial harm or inconvenience to any consumer; and (iv) ensures disposal of the Customer Data in a secure manner. DisruptOps will furnish copies of applicable reports it has in its control for processing Services to Customer upon request.

11.2 Disaster Recovery. DisruptOps shall maintain appropriate disaster recovery and contingency plans providing for continued operation in the event of a catastrophic event affecting DisruptOps's business operations. DisruptOps will furnish a summary of its disaster recovery policies and procedures to Customer upon request.

12. General.

12.1 Relationship of the Parties. DisruptOps acknowledges and agrees that it is an independent contractor and that any DisruptOps Personnel providing services shall be deemed for the purposes of this Agreement to be an employee of DisruptOps and shall not be an employee of Customer. DisruptOps agrees that neither DisruptOps nor any DisruptOps Personnel shall be eligible for, nor shall participate in, any retirement, health, or other benefit plan of Customer.

12.2 Counterparts and Electronic Signature. This Agreement may be executed in counterparts by handwritten or electronic signature. Each counterpart shall be deemed an original but all of which together shall constitute a single agreement. Executed copies of this Agreement may be delivered via electronic mail, cloud based server, e-signature technology or other similar means of electronic transmission. The Parties agree that electronic signatures are intended to authenticate this Agreement and shall have the same force and effect as handwritten signatures.

12.3 Notice. Any notice or other communication required or permitted in this Agreement (excluding invoices) shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing if mailed by first class mail, registered or certified, postage prepaid, and addressed to the address on the signature page.

12.4 Governing Laws. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation made as an inducement to enter into this Agreement), will be governed by and construed and enforced in accordance with the laws of the state of Missouri, excluding its conflicts of law provisions. The Parties hereby specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

12.5 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

12.6 Force Majeure. For a period of up to thirty (30) days after a Force Majeure Event, neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including, but not limited to, orders or other governmental directives, acts of God, acts of a common enemy, fires, or explosions, which causes a delay or failure of performance (each, a “**Force Majeure Event**”); provided the non-performing Party provides prompt notice to the other Party and is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing or delayed Party through the use of alternate sources, workaround plans or other means. In such event, the non-performing or delayed Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail (up to thirty (30) days) and such non-performing or delayed Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

12.7 Use of Name or Publicity. Any advertisement, solicitation, or public announcement of the existence of this Agreement or the terms of the relationship created hereby, must be approved by both Parties writing prior to release.

12.8 Assignment. Neither Party may assign or transfer any of the rights, duties or obligations herein, without prior consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned, except that a Party may assign this Agreement to a successor entity resulting from a merger or sale of all or substantially all of the assets of the Party, with prior written notice to the other Party.

12.9 Survival. The following sections shall survive the expiration or termination of this Agreement: 3 (Intellectual Property Rights); 5.5 (Effect of Termination); 6 (Fees & Payment); 7.8 (Disclaimer); 8 (Indemnification); 9 (Limitation of Liability); 10 (Confidential Information); and 12 (General).

12.10 Waiver. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

12.11 Headings. The headings appearing at the beginning of the Sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

12.12 Interpretation. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

12.13 Injunction. Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of DisruptOps's intellectual property rights shall be deemed a material breach of the Agreement, for which DisruptOps may not have adequate remedy in money or damages, and DisruptOps shall be entitled to injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

12.14 Definitions. Whenever used in this Agreement, the following terms shall have the meaning ascribed to them below.

“DisruptOps Content” means the design and function of the Services, its platform, and the contents of the Services, such as text, graphics, images, audio and video files, user help files, the layout and presentation of the Services and any mobile applications, analytic and demographic data and any written materials associated with or relating to Customer's and its Authorized Users' use of the Services and other material contained in the Services.

“Authorized User” means any (i) Customer employees; and (ii) Customer contractors, consultants, agents, vendors and their designees, provided, such third parties have a need to access and use the Services based upon a contractual relationship with Customer.

“Customer Data” means all data, applications, files, information or other materials input into, stored, processed, transmitted, collected or generated by or on behalf of Customer in connection with the Services. Customer Data does not include Data Derivatives.

“Customer Networks and Infrastructure” means any (i) information technology system, virtual or physical that Customer or its affiliates own, control, lease, or rent, and that resides on or outside the Customer’s premises; and/or (ii) any non-public Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Customer or its affiliates.

“Documentation” means materials provided to or made available to Customer which describe the functionality and/or specifications of the Services.

“Intellectual Property Rights” shall mean all current and future worldwide patent rights, copyrights, trade secrets, trademarks and any other intellectual property rights available.

“Personnel” means all employees, agents, contractors, and/or other third parties performing Services on behalf of DisruptOps under this Agreement.