

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS USE OF REMITEX TECHNOLOGIES LTD. (RTL) SERVICES BY ITS PARTNERS. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES OF RTL BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES

BY ACCEPTING THIS AGREEMENT, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement as of the date of such access or use of the Service (the "Effective Date").

PARTNER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "PARTNER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase Services and/ or Consulting Services from RTL as described in its Order Form or in an engagement letter or in any other agreed form signed by you.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form or engagement letter, Statement of Work, the terms of the Order Form or engagement letter shall prevail. Non-English translations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and shall be implementable.

General Terms & Conditions

1. Access to Services

- 1.1 The services will made available to you pursuant to the signing of the engagement letter and sign off on UAT
- 1.2 The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. RTL's direct competitors are prohibited from accessing the Services, except with RTL's prior written consent. This Agreement was last updated on July 7, 2020. It is effective between Partner and RTL as of the date of Partner's accepting this Agreement
- 1.3 The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 1.4 RTL's direct competitors are prohibited from accessing the Services, except with RTL's prior written consent1.5 This Agreement was last updated on July 7, 2020. It is effective between Partner and RTL as of the date of Partner's accepting this Agreement.

1. Definition

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means RTL services or functionality that may be made available to Partner to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by RTL from publicly available sources or its third-party content providers and made available to Partner through the Services, Beta Services or pursuant to an engagement letter, as more fully described in the Documentation.

"Customer /Partner" means individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement,

"Partner Data" means electronic data and information submitted by or for Partner to the Services, excluding Content and Non-RTL Applications.

"Free Services" means Services that RTL makes available to Partner free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-RTL Application” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Partner or a third party and/or listed on a Marketplace. Non-RTL Applications, other than those obtained or provided by Partner, will be identifiable as such.

“Engagement Letter” means a document specifying the Services to be provided that is entered into between Partner and RTL or any of their Affiliates, including any addenda and supplements thereto. By entering into an engagement hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Partner purchases under an engagement letter, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Partner under engagement letter, or provided to Partner free of charge (as applicable) or under a free trial, and made available online by RTL, including associated RTL offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-RTL Applications.

“RTL” means RemitEx Technologies Ltd.

“User” means a client of the Partner introduced by them to the mobile application. In the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized to use the mobile application, RTL has supplied a user identification and password to access the application software. Users may include, for example, employees, clients who transacts business using the service offered by the partner company.

2. RTL Responsibilities

2.1. Provision of Purchased Services: RTL will (a) make the Services and Content available to partner pursuant to this Agreement, and the applicable engagement letter, (b) provide applicable RTL standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which RTL shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond RTL’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic civil unrest, act of terror, strike or other labor problem (other than one involving RTL employees), Internet service provider failure or delay, Non-RTL Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to RTL’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

Protection of Customer Data. Digi platform only facilitates the collection of the data for the Partner. The data is acquired and stored by the Partner as per applicable policies in place with them. RTL has no access to the data of the Partner and is responsible for the usage of such data. RTL will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer/ User Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

2.2. RTL Personnel. RTL will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with RTL’s obligations under this Agreement, except as otherwise specified in this Agreement.

2.3. Beta Services. From time to time, RTL may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms

2.4. Free Trial. If Customer registers on RTL’s product for a free trial, RTL will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by RTL in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER OR USER ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER’S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER ENTERS INTO AN AGREEMENT WITH RTL FOR THE SERVICES BEFORE EXPIRY OF THE TRIAL PHASE . CUSTOMISATIONS MADE ON BEHALF OF THE CUSTOMER WILL BE A PART OF THE SUBSCRIPTION UNLESS EXPRESSLY STATED.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY RTL” SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND RTL SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE RTL’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, RTL AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO RTL AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE’S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.5. Free Services. RTL may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that RTL, in its sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of Customer’s access to the Free Services may be without prior notice, and Customer agrees that RTL will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if RTL terminates Customer’s account, except as required by law RTL will provide Customer a reasonable opportunity to retrieve its Customer Data.

3. USE OF SERVICES AND CONTENT

3.1. Subscription: Unless otherwise provided in the applicable engagement letter, (a) Services and access to Content are purchased as subscriptions for the term stated in the engagement letter, (b) subscriptions for Services may be added during a subscription term at the negotiated price for each service. and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the **delivery** of any future functionality or features, or dependent on any oral or written public comments made by RTL regarding future functionality or features.

3.2. Customer Responsibilities: Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-RTL Applications with which Customer uses Services or Content, (c) use commercially **reasonable** efforts to prevent unauthorized access to or use of Services and Content, and notify RTL promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Engagement Letter, and (e) comply with terms of service of any Non-RTL Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in RTL’s judgment threatens the security, integrity or availability of RTL’s services, may result in RTL’s immediate suspension of the Services, however RTL will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3. Usage Restrictions: The Partner firm will not (a) make any Service or Content available to anyone other than its Customer or Users, or use any Service or Content for the benefit of anyone other than its Customer, unless expressly stated otherwise in the engagement letter, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-RTL Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-RTL Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of RTL intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content,

other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.4. Removal of Content and Non-RTL Applications: If Partner receives notice that Content or a Non-RTL Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use the Partner should advise , RTL to disable the applicable Content, Service and/or Non-RTL Application.

4. NON-RTL PRODUCTS AND SERVICES

4.1 Non-RTL Products and Services: RTL or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-RTL Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-RTL provider, product or service is solely between Customer and the applicable Non-RTL provider. RTL does not warrant or support Non-RTL Applications or other Non-RTL products or services, whether or not they are designated by RTL as "certified" or otherwise, unless expressly provided otherwise in an Engagement Letter. RTL is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-RTL Application or its provider.

4.2 Integration with Non-RTL Applications. The Services may contain features designed to interoperate with Non-RTL Applications. RTL cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Partner to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-RTL Application ceases to make the Non-RTL Application available for interoperation with the corresponding Service features in a manner acceptable to RTL.

5. FEES AND PAYMENT

5.1. Fees: Customer will pay all fees specified in engagement letter.

5.2. Taxes: RTL's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If RTL has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, RTL will invoice Customer and Customer will pay that amount unless Customer provides RTL with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, RTL is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights: Subject to the limited rights expressly granted hereunder, RTL, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content: Customer has the right to access and use applicable Content subject to the terms as applicable.

6.3. License by Partner to RTL: Partner grants RTL, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-RTL Applications and program code created by or for Customer using a Service or for use by Partner with the Services, and Partner Data, each as appropriate for RTL to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Partner chooses to use a Non-RTL Application with a Service, Partner grants RTL permission to allow the Non-RTL Application and its provider to access Customer Data and information about Partner 's usage of the Non-RTL Application as appropriate for the interoperation of that Non-RTL Application with the Service. Subject to the limited licenses granted herein, RTL acquires no right, title or interest from Partner or its licensors under this Agreement in or to any User Data, Non-RTL Application or such program code.

6.4. License by Partner to Use Feedback: Partner grants to RTL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner or Users relating to the operation of RTL's or its Affiliates' services.

6.5 Federal Government End Use Provisions. RTL provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information: “Confidential Information” means all 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 of Partner includes Partner Data; Confidential Information of RTL includes the Services and Content, and the terms and conditions of this Agreement and all Engagement Letters (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional RTL services.

7.2 Protection of Confidential Information: As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Engagement Letter to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, RTL may disclose the terms of this Agreement and any applicable Engagement Letter to a subcontractor or Non-RTL Application Provider to the extent necessary to perform RTL’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure: The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations: Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 RTL Warranties: RTL warrants that during an applicable subscription term (a) this Agreement and the Engagement Letter, will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) RTL will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Engagement Letter, and (d) subject to the “Integration with Non-RTL Applications” section above, RTL will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

8.3 Disclaimers: EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by RTL: RTL will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by RTL in writing of, a Claim Against Partner, provided Customer (a) promptly gives RTL written notice of the Claim Against Partner, (b) gives RTL sole control of the defense and settlement of the Claim Against Customer (except that RTL may not settle any Claim Against Customer unless it unconditionally releases Partner of all liability), and (c) gives RTL all reasonable assistance, at RTL’s expense. If RTL receives information about an infringement or misappropriation claim related to a Service, RTL may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching RTL’s warranties under “RTL Warranties” above, (ii) obtain a license for Partner’s

continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by RTL, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an engagement letter for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-RTL Application or Customer's breach of this Agreement or the Engagement Letter.

9.2 Indemnification by Partner: Partner will defend RTL and its Affiliates against any claim, demand, suit or proceeding made or brought against RTL by a third party alleging (a) that any Customer Data, User Data or Partner's use of Partner Data with the Services, (b) a Non-RTL Application provided by Partner, or (c) the combination of a Non-RTL Application provided by Partner and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Partner's use of the Services or Content in an unlawful manner or in violation of the Agreement or the Engagement Letter (each a "Claim Against RTL"), and will indemnify RTL from any damages, attorney fees and costs finally awarded against RTL as a result of, or for any amounts paid by RTL under a settlement approved by Partner in writing of, a Claim Against RTL, provided RTL (a) promptly gives Partner written notice of the Claim Against RTL, (b) gives Partner sole control of the defense and settlement of the Claim Against RTL (except that Partner may not settle any Claim Against RTL unless it unconditionally releases RTL of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense. The above defense and indemnification obligations do not apply if a Claim Against RTL arises from RTL's breach of this Agreement or the Engagement Letter

9.3 Exclusive Remedy: This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability: IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY PARTNER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages: IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement: This Agreement commences on the date Partner first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Engagement Letter. Except as otherwise specified in an Engagement Letter, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Engagement Letter, renewal of promotional or one-time priced subscriptions will be at RTL's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3 Termination: A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination: If this Agreement is terminated by Customer in accordance with the "Termination" section above, RTL will refund Customer any prepaid fees covering the remainder of the term of Engagement Letter after the effective date of termination. If this Agreement is terminated by RTL in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of Engagement Letter to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to RTL for the period prior to the effective date of termination.

11.5 Surviving Provisions: The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-RTL Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as RTL retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Anti-Corruption: Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Entire Agreement and Engagement of Precedence: This Agreement is the entire agreement between RTL and Partner regarding Partner’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Engagement Letter, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.4 Relationship of the Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.5 Third-Party Beneficiaries: There are no third-party beneficiaries under this Agreement.

12.6 Waiver: No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including Engagement Letter), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, RTL will refund Partner any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10 Manner of Giving Notice: Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Partner will be addressed to the relevant billing contact designated by Partner. All other notices to Partner will be addressed to the relevant Services system administrator designated by Partner.

12.11 Agreement to Governing Law and Jurisdiction: Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above