Hoxhunt Terms of Service

Hoxhunt is a cybersecurity company providing human risk management platform as a corporate Software as a Service solution. To agree on the terms and conditions applicable to the Hoxhunt Services, the Customer must enter into a binding agreement regarding the delivery of the Services, either directly with the relevant Hoxhunt legal entity or through an authorized third-party partner.

UNLESS OTHERWISE AGREED IN THE AGREEMENT, THESE HOXHUNT TERMS OF SERVICE ARE AN INTEGRAL PART OF THE AGREEMENT AND APPLY TO ALL SERVICES PROVIDED BY HOXHUNT TO THE CUSTOMER, WHETHER THE AGREEMENT WITH THE CUSTOMER IS ENTERED INTO BY HOXHUNT OR THE PARTNER.

If the Agreement is entered into by the Partner, the Services, Service Term, and Service Fees shall be specified in a separate agreement between the Partner and the Customer regarding the sale and purchase of the Services.

1. **Definitions**

In the Agreement, the following terms have the meanings set forth below:

"Additional Users"	means the active Users in excess of the number of Users included in the fixed Service Fees as specified in the Order or as agreed between the Partner and the Customer;
"Affiliate"	means any legal entity that: (i) directly or indirectly owns or controls a Party; (ii) is under the same direct or indirect ownership or control as a Party; or (iii) is directly or indirectly controlled by a Party, in each case where "control" means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity;
"Agreement"	means, in case the delivery of the Services is agreed between the Customer and the Service Provider, the Order, these Terms and the DPA together, or in case the delivery of the Services is agreed between the Customer and the Partner, these Terms and the DPA;
"Beta Services"	means beta or other early-stage services provided by the Service Provider which are optional for the Customer to use and not generally available;
"Confidential Information"	means all non-public information disclosed by the disclosing Party to the receiving Party in any form or medium, whether written, oral or electronic, that is marked as confidential or that the receiving Party should reasonably understand to be confidential in nature from the circumstances of disclosure or the nature of the information. The Confidential Information includes, but is not limited to, the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related thereto, and information concerning the disclosing Party's products and services, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other Intellectual Property Rights of the disclosing Party and its Affiliates, and the Service Provider Properties. However, material or information that is (i) commonly available or otherwise public without the receiving Party having broken confidentiality obligations, or (ii) which the Party has legally obtained from a third party without a confidentiality obligation; or (iii) which was in the possession of the receiving Party prior to receiving it from the other Party; or (iv) which the Party has independently developed without utilizing any material or information received from the other Party as established by competent documentary evidence, is not considered Confidential Information. Although the personal data is also Confidential Information, the terms of the DPA shall always prevail in respect of the processing of personal data;
"Customer"	means a legal entity end-customer using the Services;
"Customer Data"	means all data and information collected, processed or stored as a result of the Customer's or its Users' use of the Services;
"Customer Output"	is defined in Clause 2.2.6;
"DPA"	is defined in Clause 4;
"Documentation"	means the then-current technical and non-technical specifications for the Services contained in the system, specification, support and configuration documentation, which are made generally available by the Service Provider to its customers or otherwise provided to the Customer;
"Environment of Use"	is defined in Clause 2.1.4;
"Feedback"	means all comments, feedback, development ideas, or other opinions provided by the Customer or its Users to the Service Provider;
"Hoxhunt"	means the Service Provider;

"Intellectual Property Rights"	means any and all intellectual property rights, such as patents, inventions, rights in designs, rights in know-how, trademarks, database rights, trade secrets, domain names, techniques, methods and copyrights (including without limitation right to amend and further develop as well assign one's rights), in each case whether registered or not, whether registrable or not, and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world;
"Internal Business Purposes"	means use of the Services in the course of the Customer's or its Affiliates' typical internal operations;
"Order"	means a document according to which the Services are ordered by the Customer, such as (i) the Service Provider's offer accepted in writing (by manual signature, email confirmation or otherwise electronically) by the Customer, or (ii) the Customer's order accepted by the Service Provider in writing (by manual signature, email confirmation or otherwise electronically);
"Partner"	means an authorized third-party partner who resells the Services;
"Party"	means the Service Provider or the Customer, collectively referred to as the "Parties";
"Self-Service Features"	is defined in Clause 2.2.6;
"Services"	means the information, documents and services the Service Provider provides to the Customer under the Agreement;
"Service Credit"	is defined in Clause 9.1;
"Service Fees"	means any fees payable by the Customer, or otherwise due to the Service Provider or due to the Partner;
"Service Provider"	means the applicable Hoxhunt legal entity as identified in the Order. If no such entity is specified in the Order, the Service Provider shall be determined based on the Customer's address as follows: Hoxhunt Inc. (EIN: 61-2044575), if the Customer's address is in the United States or Canada; or Hoxhunt GmbH (HRB 105923, Amtsgericht Düsseldorf), if the Customer's address is in Germany; or Hoxhunt Oy (Business ID: 2758722-7), if the Customer's address is in any other country;
"Service Provider Properties"	is defined in Clause 5.1;
"Service Term"	means the twelve (12)-month period of time (unless otherwise agreed in the Order or between the Partner and the Customer, if relevant) during which the Service Provider provides the Services to the Customer, unless terminated by either Party in accordance with Clause 10 of these Terms;
"Terms"	means these Hoxhunt Terms of Service;
"Third-Party Applications"	is defined in Clause 2.2.5;
"Third-Party Claim"	is defined in Clause 6.1; and
"Users"	means those certain employees, agents, contractors and other relevant stakeholders of the Customer and its Affiliates who are authorized by the Customer to use the Services in accordance with the Agreement.

2. Rights, Restrictions and Responsibilities

2.1 Of the Customer —

2.1.1 Right to Use — Subject to the ongoing compliance with the Agreement by the Customer and its Users, in consideration for the Service Fees, the Service Provider grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable (except for to the Affiliates of the Customer), and revocable right to access and use the Services during the Service Term within the limitations as set forth in the Agreement, solely for the Customer's Internal Business Purposes and in accordance with the Documentation and the Agreement. The Service Provider and its licensors reserve all rights not expressly granted in the Agreement.

2.1.2 Per User Basis — The Users may access the Services on a "one-User-per-license" basis. Each license can only be used by one (1) User at any one time. The Customer shall have sole liability and responsibility for the acts and omissions of its Users (including any use of the Services that has taken place using the usernames and passwords of its Users or any actions made by its admin-Users within the Services), including, without limitation, the Users' compliance with the Documentation and the Agreement. The Customer shall immediately inform the Service Provider of any suspected unauthorize access to or misuse of the Services.

2.1.3 Usage Restrictions — The Customer shall not sell, rent out, lend, transfer, or otherwise make available the right of access and use of the Services to any third parties without express prior written consent from the Service Provider. The Customer shall not copy, save, reproduce, transfer, distribute, sell, disclose, or otherwise make public the contents of the Services or any part thereof. The Customer shall not repair, open, disassemble, decompile, reverse engineer or otherwise modify any part of the Services.

2.1.4 Environment of Use — The Customer is solely responsible at its own cost for acquiring and maintaining its Environment of Use and the protection of its Environment of Use. For purposes of the Agreement, "Environment of Use"

means all the Customer's hardware and software devices and infrastructures situated downstream from the demarcation point of the Service Provider's network and which are used by the Customer to facilitate use of the Services.

2.1.5 Obtain Rights — The Customer shall be responsible for obtaining and maintaining all licenses, consents, rights of use, and permissions relating to the Customer and its Users that are necessary for the Service Provider to perform its obligations under the Agreement. This includes, for example, a valid license for an email application into which to integrate the Service Provider's reporter plugin and all necessary consents from the Users in relation to providing the Service Provider's training to such Users.

2.2 Of the Service Provider —

2.2.1 Right to Develop — The Service Provider has the right to develop and change the Services, its availability and the system requirements for the equipment and Environment of Use needed to use the Services, provided that there is no material degradation to the Services for the Customer.

2.2.2 Right to Prevent — The Service Provider has the right to prevent or limit the access of the Customer or its certain Users to the Services if the Services are being used in breach of the Documentation or the Agreement. When reasonably possible, the Service Provider shall provide the Customer with an advance notice of such prevention or limitation. The Service Provider exercising its right under this Clause shall in no event be deemed a waiver of any other provision or prejudice any other rights of the Service Provider under the Agreement.

2.2.3 Lookalike Domains —The Service Provider may purchase, register, and maintain custom lookalike domain(s) to be used for the provision of the Services, for example in creating realistic phishing simulations to enhance the value of the Services to the Customer. As an example, for the Service Provider's own internal phishing training purposes the Service Provider has registered a lookalike domain *hoaxhunt.com*. The Customer hereby consents to such registration and use by the Service Provider during the Service Term. Upon the expiration or termination of the Agreement, the Service Provider will use commercially reasonable efforts to transfer the relevant lookalike domain(s) to a recipient designated by the Customer after receiving written instructions from the Customer.

2.2.4 Insurance —The Service Provider shall obtain and maintain, at its own expense, appropriate insurance coverage for the delivery of the Services, such as general liability insurance, professional liability insurance and cyber liability insurance. The Service Provider shall provide the Customer with certificates of insurance evidencing the required coverage upon request.

2.2.5 Third-Party Applications — The Services may work together with third party integrations, products, services or applications that are not owned or controlled by the Service Provider (the "Third-Party Applications"). If the Customer enables any Third-Party Application(s), it gives express consent to the Service Provider to transfer data, including the Customer Data (which may include personal data), to the third-party provider(s) of the Third-Party Application(s). Use by the Customer of Third-Party Application shall be pursuant to agreement solely between the Customer and such a third-party. The Customer is solely responsible for compliance with any terms of use of the Third-Party Applications and the use of the Third-Party Applications is at the Customer's own risk. The Service Provider disclaims all liability for Third-Party Applications, including with regards to the security and privacy of the Customer Data. The Service Provider disclaims any endorsement or association with any Third-Party Applications. The Service Provider reserves the right to modify the availability of the Third-Party Applications from time to time.

2.2.6 Self-Service Features — The Services include features that allow the Customer to create personalized content (the "Self-Service Features"). The Self-Service Features may utilize artificial intelligence, machine learning, or similar technologies. The Customer or its Users may provide input, including the Customer Data, for use with the Self-Service Features and receive output generated and returned by the Self-Service Features (the "Customer Output"). The Customer is solely responsible for reviewing and validating the Customer Output for its needs before electing to use such Customer Output. The Customer shall comply with any Self-Service Features restrictions in accordance with the Service Provider's written instructions. The Service Provider does not represent or warrant that the Customer Output will be accurate, complete, error-free, or fit for a particular purpose.

2.2.7 Beta Services — The Customer may choose to participate in the Beta Services or other early-stage services which are optional for the Customer to use. THE BETA SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, OR DEFECTS, AND ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. The Customer or the Service Provider may terminate the Customer's access to the Beta Services at any time. The Service Provider will not be liable to the Customer for damages of any kind related to the Customer's use of the Beta Services. The Beta Services are for evaluation purposes only and are not considered "Services" as defined in the Agreement.

3. Confidentiality and Non-disclosure

3.1 Mutual Confidentiality Obligations — The Parties agree to keep all Confidential Information confidential and only to use the Confidential Information for purposes of fulfilling the business affairs between the Parties contemplated by the Agreement. The Parties have the right to (i) copy Confidential Information only to the extent required in furtherance of its performance under the Agreement; (ii) deliver or disclose Confidential Information only to those Affiliates and employees who require access to the Confidential Information; and (iii) deliver or disclose Confidential Information to the advisers of the Party, providing that the advisers are bound by confidentiality obligation equivalent to the confidentiality obligation defined in this Clause 3. Each Party shall only use the Confidential Information in furtherance of its performance of its rights and obligations under this Agreement, and each Party agrees not to use the other Party's Confidential Information for any other purpose.

3.2 Requirement to Disclose — The Confidential Information may be disclosed by the receiving Party in response to a subpoena, court order, or other legal process, or as required in connection with any authority proceeding, provided that, the receiving Party shall give the disclosing Party prompt notice of such disclosure requirement and cooperate in seeking

to limit or prevent such disclosure. If prior notice is prohibited, the receiving Party may disclose Confidential Information without such notice but shall inform the disclosing Party as soon as reasonably possible.

3.3 Return of Confidential Information — Upon expiration or termination of the Agreement, or at any time upon the written request of the disclosing Party, the receiving Party shall immediately cease using the disclosing Party's Confidential Information and return, or at the election of the disclosing Party, destroy, the Confidential Information, together with all copies thereof. Notwithstanding the foregoing, both Parties have the right to keep the copies required by law or as ordered by the authorities.

3.4 Survival — The rights and obligations under this Clause 3 shall survive the termination or expiration of the Agreement, regardless of the cause, and shall remain in effect for a period of five (5) years from the date the Confidential Information was disclosed. With respect to any Confidential Information that qualifies as a trade secret under the laws of any applicable jurisdiction, the rights and obligations shall survive for as long as such information remains protected as a trade secret under applicable law.

4. **Data Protection**

4.1 Data Processing Agreement — The Service Provider shall process the Customer's personal data in accordance with the Hoxhunt Data Processing Agreement available at https://hoxhunt.com/legal/dpa (the "DPA", version 1.0), which is integral part of the Agreement. In the event of any inconsistency or conflict between the terms of the other parts of the Agreement and the DPA, the DPA shall prevail.

5. **Intellectual Property Rights**

5.1 The Service Provider Properties — All right, title and interest, including all worldwide Intellectual Property Rights, in and to the Service Provider Properties are and shall remain the exclusive property of the Service Provider or its licensors and are protected by U.S., EU and other applicable national and international laws. For purposes of the Agreement, "Service Provider Properties" means the Services, the Documentation, and any documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets or know-how embodied therein or that the Service Provider may develop and supply in connection with the Services or the Documentation, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing. This is not an assignment or "work for hire" agreement, and nothing in the Agreement grants to the Customer any ownership or use rights with respect to the Service Provider Properties except for the access and use rights expressly granted in the Agreement. The Customer shall not take any actions to claim or assert ownership of any Service Provider Properties or seek to register Intellectual Property Rights in or to any Service Provider Properties.

5.2 Customer Data — As between the Service Provider and the Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, are and shall remain the exclusive property of the Customer. The Customer shall be solely responsible for the Customer Data. The Customer hereby grants to the Service Provider a non-exclusive, royalty-free, worldwide, freely transferable (to the Service Provider's Affiliates or subprocessors) right and license to use the Customer Data and perform all acts with respect to the Customer Data: (i) as may be necessary for the Service Provider to provide and improve the Services; and (ii) as otherwise authorized by the Customer in writing. The Service Provider shall have the right to monitor and collect data from the Customer's and its Users' use of the Services for license compliance and to prevent fraud and illegal activity.

5.3 Feedback — By providing Feedback to the Service Provider, the Customer shall assign and hereby assigns all rights in and to the Feedback to the Service Provider and agrees that the Service Provider, at its sole discretion, shall have the right to freely utilize the Feedback as it deems fit as well as to develop, patent, license, distribute, sell future versions of products and services that utilize such Feedback, in whole or in part. The Service Provider is not obliged to pay any compensation to the Customer for any use of the Feedback. For the sake of clarity, the Customer has no obligation to give the Feedback, and the Service Provider has no obligation to use it or take it into account. For the avoidance of doubt, the mere provision of Feedback shall not be deemed to transfer or assign any registered Intellectual Property Rights of the Customer to the Service Provider.

6. **Indemnification**

6.1 By Service Provider — The Service Provider shall indemnify, defend and hold harmless the Customer from and against all third-party claims, demands and liability, for damages, losses, costs and expenses, including reasonable legal fees (collectively, "Third-Party Claim") alleging that the Services infringe or misappropriate a third party's Intellectual Property Rights. Notwithstanding anything to the contrary in the Agreement, the Service Provider's obligation under this Clause 6.1 shall not apply to the extent that the Third-Party Claim arises out of (i) the Customer's breach of the Agreement; (ii) revisions to the Services made without the Service Provider's written consent; (iii) the Customer's failure to incorporate updates or upgrades at the request of the Service Provider; or (iv) infringing or illegal Customer Data. In the defense and or settlement of such a Third-Party Claim, the Service Provider may, at its option, (i) secure the right for the Customer to continue to use the Services; (ii) replace or modify the Services to make them non-infringing provided there is no material degradation to the Services; or (iii) require the Customer to stop using the Services and refund the Service Fees on a pro-rata basis for any unperformed Services. This Clause 6.1 states the Customer's and its Users' sole rights and remedies and the Service Provider's (including the Service Provider's Affiliates, employees, agents, and contractors) sole obligations and liability in respect of infringement of any third-party's Intellectual Property Rights.

6.2 By Customer — The Customer shall indemnify, defend and hold harmless the Service Provider and its Affiliates and licensors and their respective officers, directors and employees from and against all Third-Party Claims arising from or relating to: (i) a claim or threat that the Customer Data is illegal or infringes, misappropriates or violates any third party's privacy or Intellectual Property Rights; (ii) the occurrence of any of the exclusions set forth in Clause 6.1 of these Terms; or (iii) a breach of Clause 2.1.5 of these Terms.

6.3 Indemnification Procedures — Each Party's respective indemnification obligations are conditioned upon: (i) being promptly notified in writing of any Third-Party Claim; (ii) the indemnified Party providing all reasonable assistance in the defense of such Third-Party Claim so as not to materially prejudice the defense; and (iii) the indemnifying Party is given the sole authority to defend or settle such Third-Party Claim. In no event shall an indemnified Party settle any claim without the indemnifying Party's prior written approval.

7. Payment of Service Fees

7.1 To the Service Provider — When the Services are sold directly by the Service Provider to the Customer

7.1.1 Service Fees — The Customer shall pay the Service Provider the Service Fees set out and agreed by the Parties in the applicable Order. The Customer's payment obligations are non-cancelable, and fees are non-refundable except as otherwise provided in the Agreement.

7.1.2 Invoicing — The Service Fees are invoiced annually in advance during the Service Term. Invoices shall be sent after the Agreement has been fully signed for the first Service Term, and thereafter, on the confirmation of each Service Term. Unless otherwise agreed in the Order, the term of payment is thirty (30) calendar days from receipt of an invoice. Any amounts not paid when due shall accrue interest at the lesser of one percent (1.0%) per month or the maximum rate allowed by law. If the Customer fails to pay any fee due under the Agreement, without limiting any of its other rights or remedies, the Service Provider shall have the right to suspend performance until the Service Provider receives all past due amounts from the Customer.

7.1.3 Additional Users — The Customer may add Additional Users during the Service Term, for which the Services Fees are invoiced on pro-rata basis for the remainder of the Service Term automatically. The Service Provider reserves the right to cancel any Additional Users for which the Customer has not paid the relevant Service Fees.

7.1.4 Taxes — All Service Fees are expressed exclusive of any taxes, duties or other such public fees and charges. The Customer shall be responsible for, and shall promptly pay or reimburse the Service Provider for, the payment of all sales, use, excise, withholding, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of the Service Provider that is in accordance with the direction or request of the Customer) that are based on or with respect to the Services or the amounts payable to the Service Provider therefor. If required by laws and regulations to be applied such amounts will be added to the Service Fees and shall be invoiced to and payable by the Customer.

7.1.5 Set-Off — All Service Fees due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.2 To the Partner — When the Services are sold through the Partner to the Customer

7.2.1 Service Fees — The Customer shall pay the Service Fees to the Partner as agreed between the Customer and the Partner.

8. Warranty Disclaimer and Limitation of Liability

8.1 Disclaimer of Warranties — EXCEPT AS SET FORTH IN THE AGREEMENT, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR THE IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY OR TIMELINESS OF RESULTS OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING THE CUSTOMER'S NETWORK ISSUES, VERSIONS OF THE CUSTOMER'S APPLICATIONS, CORRUPTED, INCOMPLETE OR INTERRUPTED DATA RECEIVED FROM THE CUSTOMER OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE SERVICE PROVIDER IS NOT LIABLE FOR ANY DAMAGE THAT THE CUSTOMER MAY SUFFER BECAUSE OF A VIRUS, TROJAN, OR ANY MALICIOUS SOFTWARE, A SECURITY BREACH, A FAILURE OR DISRUPTION IN THE GENERAL COMMUNICATIONS NETWORK, OR SOME OTHER SIMILAR REASON, PROVIDED THAT SUCH EVENT HAS BEEN OUTSIDE THE SERVICE PROVIDER'S REASONABLE CONTROL. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8.2 Limitation of Liability — NEITHER PARTY SHALL HAVE LIABILITY, WHETHER IN TORT (INCLUDING IN NEGLIGENCE), CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PROFIT, BUSINESS, GOODWILL, REVENUE OR SAVINGS; DAMAGES PAYABLE TO THIRD PARTIES; LOSS OR ALTERATION OF DATA OR EXPENSES CAUSED THEREFROM; OR COST OF COVER PURCHASE ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING BUT NOT LIMITED TO PRICE REFUNDS OR REDUCTIONS) TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THE AGREEMENT, FOR ANY CLAIM, CAUSE OF ACTION, EVENT, ACT, OMISSION OR FAILURE OCCURRING OR ARISING DURING ANY TWELVE (12) MONTH PERIOD EXCEED THE AMOUNT OF THE NET PRICES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER, OR TO THE PARTNER, FOR THE SERVICES DURING THE SAID PERIOD UNDER THE AGREEMENT. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL ACT, OR DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE, OR BREACH OF CLAUSE 3 (CONFIDENTIALITY AND NON-DISCLOSURE) OR 6 (INDEMNIFICATION) OF THESE TERMS.

9. Service Level Agreement

9.1 Uptime Commitment — For any uptime percentage of less than 96.7% in any calendar month subject to Clause 9.2, the Customer shall be eligible for a free extra month of the Services (the "Service Credit"). The uptime percentage is calculated by subtracting from 100% the percentage of minutes during the calendar month in which the Services were unavailable to the Customer. The latest uptime statistics of the Services are available at https://status.hoxhunt.com/.

9.2 Exclusions — The Service Provider's uptime commitment is not affected by unavailability which: (i) is caused by factors outside of the Service Provider's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Service Provider's network; (ii) results from any actions or inactions of the Customer or any third party; (iii) results from the equipment, software or other technology of the Customer or any third party (other than third party equipment within the Service Provider's direct control); (iv) results from any maintenance, that the Customer has been informed about at least three (3) days prior to the maintenance break; or (v) is required by laws, regulations, authorities' orders, instructions, statements, or the recommendations of reputable industry organizations.

9.3 Claim and Sole Remedy — The Customer should submit a claim regarding the uptime percentage via email at support@hoxhunt.com. Unless otherwise provided in the Agreement, the Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by the Service Provider to meet the uptime commitment is the receipt of the Service Credit (if eligible) in accordance with this Clause 9.

10. Term and Termination

10.1 Term — The Agreement shall be in force as long as there is an active Service Term in force with the Customer. Unless otherwise agreed in the Order or between the Customer and the Partner, as relevant, after each Service Term, the Agreement shall renew automatically for additional Service Terms of one (1) year, unless either Party gives written notice of termination no less than three (3) months prior to the end of the then-current Service Term.

10.2 Termination for Cause — Both Parties have the right to terminate the Agreement with immediate effect upon written notice if (i) the other Party commits a material breach of the Agreement and does not rectify its breach, if rectifiable, within thirty (30) days of the written notification on the matter by the other Party; (ii) the other Party is insolvent, is petitioned for or applies for bankruptcy or reorganization, is a debtor in recovery proceedings, or it is otherwise clear that the other Party is not able to properly fulfil its obligations due to financial difficulties or other reasons; or (iii) if the control of the Customer is transferred to a competitor of the Service Provider. Such termination shall be in addition to any other remedies that may be available to the non-breaching Party.

10.3 Other Termination — In the event it becomes illegal for the Service Provider to perform any of its obligations under the Agreement, then the Service Provider shall be excused from performance and shall have the right to suspend or terminate the Agreement upon written notice to the Customer to the extent necessary to comply with applicable laws, rules or regulations, without liability for breach or termination. In the event of such termination, the Service Provider shall refund the Customer the paid Service Fees on a pro rata basis for the unperformed Services.

11. Governing Law and Jurisdiction

11.1 Governing Law and Jurisdiction — The Agreement shall be governed by and construed in accordance with the laws listed in the below table based on the applicable Hoxhunt contracting party, without regard to principles of conflicts of law. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The language of arbitration shall be English, and place as listed in the below table. The United Nations Convention on Contracts for International Sale of Goods shall not apply to the Agreement. If the applicable Hoxhunt contracting party is Hoxhunt Inc., also the Uniform Commercial Code and the Uniform Computer Information Transaction Act shall not apply.

Hoxhunt contracting party:	Governing law:	Place of arbitration:
Hoxhunt Inc.	Laws of State of New York	New York, the United States
Hoxhunt GmbH	Laws of Germany	Düsseldorf, Germany
Hoxhunt Oy	Laws of Finland	Helsinki, Finland

12. Miscellaneous

12.1 Force Majeure — Except for a Party's payment obligations, neither Party is liable for delays or damage resulting from a force majeure event. A force majeure is defined as an obstacle beyond the control of either Party that the Party could not have reasonably predicted when entering into the Agreement and that the Party could not have affected or prevented via reasonable precautions. For instance, a strike, lock-out, boycott, war or a comparable armed conflict, natural catastrophes, interruption to general traffic, and legal provisions or other measures by the state or authorities that have come into effect after entering into the Agreement, and which prevent fulfilment of contractual obligations, are considered force majeure. The delay of a Party's subcontractor is also regarded as force majeure, if the delay is caused by a force majeure event. A Party shall immediately inform, in writing, the other Party of a force majeure event. The first Party shall also inform the other of the cessation of the force majeure event.

12.2 Assignment — Either Party may, at its sole discretion, assign or transfer this Agreement, in whole or in part, to any of its Affiliates, or in connection with a merger, demerger, or the sale or transfer of its business or a substantial part thereof. However, such assignment or transfer shall not be made to a direct competitor of the other Party, nor if it would result in an unreasonable regulatory or compliance burden for the other Party. Except as expressly permitted above, neither Party may assign or transfer this Agreement, or any of its rights or obligations under it, without the prior written consent of the other Party.

12.3 Amendment — No change, modification, amendment or addition of or to the Agreement shall be effective unless it is in writing and approved by both Parties.

12.4 No Waiver — No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Remedies — Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12.6 Severance — If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

12.7 Entire Agreement — The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.8 No Partnership or Agency — Nothing in the Agreement is, unless otherwise expressly provided, intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.9 Third Party Rights — The Agreement, to the greatest extent permissible by law, does not confer any rights on any person or Party other than the Parties to the Agreement and, where applicable, their successors and permitted assigns.

12.10 Interpretation — Unless the context otherwise requires, words in the singular shall include the plural meaning and vice versa. Clause headings shall not affect the interpretation of the Agreement.

12.11 EU Data Act Provisions — If the Customer's address is in the European Union or the EEA and the Services are subject to EU Regulation 2023/2854 (the "Data Act"), the provisions of this Clause 12.11 shall apply. The Customer may initiate the switching process under Article 25 of the Data Act (the "Switching Process") to another service provider (or to on-premises infrastructure) and/or request to delete the Customer Data according to the Data Act (the "Deletion Request") by providing the Service Provider with a written notice of no less than two (2) months (the "Notice Period"). Following the end of the Notice Period, the Service Provider will facilitate a transitional period in accordance with the Data Act (the "Transitional Period"). The Transitional Period may be extended by either Party as set out in the Data Act. During this Transitional Period, the Service Provider shall, in accordance with the Data Act: (i) provide reasonable assistance in the Switching Process and exit strategy, maintain business continuity, continue to provide the Services under the Agreement, provide information concerning known risks and ensure security; and (ii) make all relevant Exportable Data (as defined in the Data Act and further specified in the materials available on the Service Provider's support page) available for export. Upon termination of the Agreement, the Service Provider will erase all Exportable Data and Customer Data after a data retrieval period of at least thirty (30) calendar days. The Agreement will be considered terminated, and the Customer will be notified of termination where applicable, (i) upon the successful completion of the Switching Process, or (ii) at the end of the Notice Period in case of a Deletion Request. Termination according to this Clause 12.11 shall not relieve the Customer of its obligation to pay any remaining or outstanding Service Fees for the Service Term as an early termination penalty nor shall it entitle the Customer to any refund of any prepaid Service Fees. The remaining Service Fees will be invoiced during the Switching Process. The Service Provider will not charge any switching charges.