

# PASSRELAY TERMS OF SUBSCRIPTION SERVICE

Last Updated: October 1, 2022.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT ON THE REGISTRATION FORM OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

This Agreement supersedes all prior agreements between the parties regarding the subject matter contained therein.

This Agreement is effective as of the date of Your acceptance of this Agreement, either by clicking a box indicating You acceptance or by executing a contract that references this Agreement.

## 1. DEFINITIONS

**"Acceptable Use Policy"** means the Passrelay policy for appropriate use of the Service. The most recent copy of such Acceptable Use Policy is available here: <https://passrelay.com/legal/acceptable-use-policy/>

**"Account User"** means an individual who is authorized by Customer to use the Service and to whom Passrelay has supplied a login ID and password to access and use the Service. Account Users may include Customer's employees, consultants, contractors and agents, but may not include any competitors of Passrelay.

**"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 these Passrelay Terms of Subscription Service and all terms included in webpage links referenced in this Agreement.

**“Applicable Laws”** means laws, statutes, regulations or directives created by common or statutory laws that are applicable to the provision or use of the Service, including, without limitation, all applicable laws, statutes, regulations or directives related to data privacy and digital messaging.

**“Customer”** means the company or other legal entity on behalf of which You are accepting this Agreement.

**“Customer Data”** means electronic data and content submitted by or for Customer, or processed by, the Service.

**“DPA”** means the Passrelay Data Processing Addendum applicable to the processing of personal data under the EU General Data Protection Regulation, the California Consumer Privacy Act or other comparable data privacy laws or regulations in connection with Customer's use of the Service. The most recent copy of such DPA is available here: <https://www.passrelay.com/legal/dpa.pdf>.

**“Documentation”** means the Passrelay online documentation for the Service, as updated from time to time, accessible via <https://docs.passrelay.io/>.

**“End User”** shall mean any end user of one or more of Pass(es).

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

**“Notification”** shall mean any communication with End Users made by or for Customer via the Service in connection with a Pass.

**“Pass(es)”** means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) owned or controlled by Customer and made available to End Users.

**“Passrelay”** means The Idea Yard, Inc., a Delaware corporation with its principle place of business at Verecke lepcso 11, Budapest, Hungary.

**“Passrelay Library”** means the latest version of Passrelay's proprietary code and binary library made available by Passrelay for use in connection with the Service, and includes Passrelay SDKs and APIs.

**“Prohibited Data”** means: (a) government issued ID numbers such as passport numbers, taxpayer numbers, driver's license numbers, (b) individual medical or health information (including without limitation, protected health information under HIPAA), (c) individual financial information or account

numbers (including without limitation, credit or debit card numbers or bank account numbers), (d) security codes or passwords (other than passwords for Customer's account on the Service), or (e) "special categories of personal data" under the EU General Data Protection Regulation) or similar information under other comparable laws or regulations.

**"Registration Form"** means the applicable webpage or order document where a link to this Agreement is included and where You signed up to receive an account on the Service.

**"Service"** means the Passrelay software as a service product specified. "Service" includes the Passrelay web application(s) and the Passrelay Library, but excludes Third Party Applications.

**"Third Party Applications"** means third party Web-based or offline software applications, operating systems (such as iOS or Android), platforms, networks, certificates or devices that interoperate with the Service. For purposes of clarity, Third Party Applications do not include any subcontractors or OEM providers of Passrelay.

**"You"** or **"Your"** means the company or other legal entity on behalf of which you are accepting this Agreement.

## 2. USE OF SERVICE

2.1 Use of Service. In order to use the Service and create Your account, You must complete the registration process by providing Passrelay with current, complete and accurate information specified in the Registration Form. Conditioned on Your compliance with this Agreement, while You have a current subscription to the Service, Passrelay grants You a non-exclusive, non-transferable, non-sublicenseable license to access and use the Service for which You have a current subscription, only in connection with the ordinary operation of Your business, solely in jurisdictions where Your use of the Service is permitted by applicable law. Your access to and use of the Service as specified in Section 3 below.

2.2 Your Responsibilities. You are solely responsible for access to and use of the Service by You and each Account User, and shall (a) access and use the Service only in accordance with this Agreement, the Documentation, the Acceptable Use Policy, and Applicable Laws, (b) be responsible for maintaining the confidentiality and for the use of the Account User logins and passwords, (c) promptly notify Passrelay of any breach of security or unauthorized access or use of Your account on the Service or any loss or unauthorized disclosure of any Account User's login and/or password to the Service, (d) comply with reasonable requests made by Passrelay regarding configuration of Your account to optimize performance of the Service generally, (e) have sole responsibility for the accuracy of Customer Data, and have appropriate permissions for legally processing and using the Customer Data as contemplated in this

Agreement (including, without limitation, any Customer Data sent to, provided by or accessed by a Third Party Application that Customer links to the Service, any Aggregated Service Data or any Aggregate Usage Data), (f) maintain legally adequate privacy policy and notices for each Pass that connects to the Service, (g) provide notice, respond to individual rights requests, and obtain all legally required rights, releases and consents to allow Customer Data to be collected, processed, stored, used, transmitted and disclosed in the manner contemplated by this Agreement and the Documentation. If applicable to Customer and Customer Data, the terms of the DPA are hereby incorporated by reference, and Customer shall comply with its obligations under the DPA as a data controller.

2.3 Usage Restrictions. You shall not (a) make the Service available to, or use the Service for the benefit of, anyone other than You, (b) sell, resell, license, sublicense, distribute, rent or lease the Service, include the Service in a service bureau or outsourcing offering, or make the Service available to any third party, (c) use the Service in a manner that violates Applicable Law or any applicable Third Party Application terms, (d) use the Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or its related systems or networks, (g) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Service, (h) copy the Service or any part, feature, function or user interface thereof, (i) access the Service in order to build a competitive product or service or for other competitive purposes, (j) use the Service to make a decision regarding an individual based solely on automated processing which produces legal effects concerning such individual or similarly significantly affects such individual, including, without limitation, establishing an individual's eligibility for credit, employment or insurance, or (k) use the Service to submit, collect, transmit, process or store any Prohibited Data. Passrelay shall have the right (but not the obligation) in its reasonable discretion to refuse to transmit or remove any Customer Data that violates any of the terms of this Agreement, the Acceptable Use Policy or any Applicable Law. Notwithstanding the foregoing, Passrelay has no obligation to review Customer Data or any Notification content. Your or any Account User's use of the Service that in Passrelay's reasonable judgment threatens the security, stability, integrity or availability of the Service or otherwise harms other customers or third parties, may result in immediate suspension and/or termination of the Service. Passrelay will have no liability for any such suspension or termination made in good faith.

2.4 Third Party Applications. The Service may enable Customer to link Third Party Applications with the Service. By linking a Third Party Application with the Service, Customer: (i) authorizes Passrelay to access, receive and, in certain cases, store data from the Third Party Application via the Service (all such data accessed, received and/or stored being Customer Data), and (ii) grants Passrelay permission to allow the provider of that Third Party Application to access Customer Data via the Service, in each case solely as required for the interoperation of that Third Party Application with the Service. Passrelay is not

responsible for any usage, transmission, disclosure, loss, modification or deletion of Customer Data or any other content sent to, provided by or accessed by a Third Party Application that Customer links to the Service. Customer is solely responsible for obtaining and securing from the Third Party Application provider all rights and permissions necessary for Customer to link such Third Party Application to the Service, and Passrelay shall have no liability in connection therewith. Customer's access to and use of any Third Party Application (including the linking of the Third Party Application to the Service) is subject to such Third Party Application provider's terms and conditions that govern the access and use of the Third Party Application, or any separate agreement or transaction that Customer enters into with the Third Party Application provider, and Passrelay shall have no liability in connection therewith. Passrelay makes no representations or warranties as to the suitability of such Third Party Applications or for the acts of omissions of such Third Party Application providers.

### 3. TERM AND TERMINATION

3.1 Term. Passrelay will provide access to the Service for the term specified on the applicable Registration Form (the "Term") after which the Term will automatically renew, unless either party has provided the other party with notice of its decision not to renew the Term. Upon termination, You will no longer have access to the Service or Customer Data.

3.2 Termination. A party may terminate this Agreement for cause (a) upon three (3) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (b) immediately, if Your usage of the Service exceeded the applicable limitations, or (c) immediately 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. Notwithstanding the foregoing and any other provision of this Agreement, Passrelay has the right to immediately suspend or terminate Your access to and use of the Service for (i) non-payment of fees when due, (ii) any actual or suspected violation of Acceptable Use Policy or any obligations of Section 2 or 5.4, or (iii) if Your use of the Service, or any activity originating from, occurring in connection with or authorized via Your account on the Service interrupts or slows down the Service.

3.3 Effect of Termination. Upon termination or expiration of the Agreement You will cease all access to and use of the Service. In the event this Agreement is terminated (or Your right to access and use the Service is suspended or terminated): (i) You will not be entitled to any refunds of any fees, and (ii) any outstanding balance for Service rendered through the date of termination, and any other unpaid payment obligations for the remainder of Your subscription term will be immediately due and payable in full (unless termination is due to a problem with the functioning of Service or a breach of contract by Passrelay). The following sections will survive any expiration or termination: 2.2, 3.3, 5 to 10.

## 4. FEES AND PAYMENT

4.1 Fees. As part of the registration process and prior to incurring any fees, You shall provide Passrelay with valid and updated credit card information, and authorize Passrelay to charge such credit card for payment of applicable fees. You are responsible for providing complete and accurate billing and contact information to Passrelay, and notifying Passrelay of any changes to such information. Unless otherwise stated, all amounts payable shall be in the currency of the United States.

4.2 Taxes. Fees for the Service 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"). You are responsible for paying all Taxes associated with Your subscription to the Service. If Passrelay has the legal obligation to pay or collect Taxes for which You are responsible under this Section, Passrelay will invoice You and You will pay that amount unless You provide Passrelay with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Passrelay is solely responsible for taxes assessable against Passrelay based on our income, property and employees.

4.3 Late Payments. Your failure to pay all amounts due on a timely basis will be deemed material breach of this Agreement, and we may suspend or terminate Your access and use of the Service as specified in Section 3 above.

## 5. PROPRIETARY RIGHTS AND LICENSES; CUSTOMER DATA

5.1 Ownership of the Service. Passrelay (and Passrelay's licensors, where applicable) shall own all right, title and interest, including all inventions (whether patented or not), patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world, in and to the Service and all modifications, extensions, customizations, scripts or other derivative works of the Service. No rights are granted to You hereunder other than as expressly set forth herein, and Passrelay (and Passrelay's licensors, where applicable) reserve all rights not expressly granted herein.

5.2 License to Use the Passrelay Library. Passrelay hereby grants to You a worldwide, limited-term license to use the Passrelay Library solely in connection with the Service and in accordance with this Agreement and the Documentation during the applicable Term.

5.3 Ownership of Customer Data. As between You and Passrelay, You exclusively owns all right, title and in and to all Customer Data and all Passes. You hereby grant to Passrelay a non-exclusive, royalty-free,

non-transferable (except pursuant to a permitted assignment under this Agreement), worldwide license during the applicable Term to receive, copy, modify, display, store, perform and distribute copies of Customer Data for the purpose of providing the Service (including interoperation of the Service with any linked Third Party Applications). You have all the rights or permissions (including, but not limited to, permissions from any Third Party Application providers) necessary to grant Passrelay the rights in the Customer Data under this Agreement.

5.4 Aggregated Data. Passrelay aggregates and compiles (1) anonymized End User Data in Your account to provide You with functionalities in the Service, (“Aggregated Service Data”); and (2) anonymized quantitative data from Your usage of the Service with de-identified usage data from Passrelay's other customers (“Aggregated Usage Data”). You agree that Passrelay may use the Aggregated Service Data to provide You with the functionalities in the Service. Passrelay shall not combine Aggregated Service Data from Your account with other Passrelay customers' End User data. You agree that Passrelay may use the Aggregated Usage Data to analyze, improve, develop, support and operate the Service performance, and to prepare and distribute to Passrelay's customers and publish on Passrelay's blogs and websites general benchmarking and industry reports derived from Aggregated Usage Data. For clarity, this Section 5.4 does not give Passrelay the right to use the Aggregated Service Data or the Aggregated Usage Data to identify an individual, an End User or Customer as the source of any Aggregated Service Data or Aggregated Usage Data, and Passrelay shall not sell or disclose the raw data or personal data included in the Aggregated Service Data or Aggregated Usage Data to any third party.

5.5 Feedback. Providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, “feedback”) is strictly voluntary. If You provide any feedback to Passrelay, orally or in writing, You hereby grant to Passrelay and its Affiliates a worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use and incorporate into the Service any feedback relating to the Service.

## 6. DISCLAIMER OF WARRANTIES

PASSRELAY AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND PASSRELAY AND ITS LICENSORS SPECIFICALLY DISCLAIM 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. THE SERVICE IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. PASSRELAY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATION FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS OR APPLICATIONS.

## 7. LIMITATION OF LIABILITY

PASSRELAY'S AND ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE IS LIMITED TO \$1,000. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL PASSRELAY OR ANY PASSRELAY LICENSOR HAVE ANY LIABILITY TO YOU, ANY ACCOUNT USER OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW IN THE APPLICABLE STATE OR JURISDICTION.

YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 7 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THAT THIS IS FOR A NO-CHARGE OR LIMITED CHARGE USE OF THE SERVICE, AND IF PASSRELAY WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, PASSRELAY WOULD HAVE CHARGED A SUBSTANTIALLY INCREASED FEES FOR USE OF THE SERVICE. PASSRELAY HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THIS AGREEMENT.

## 8. INDEMNIFICATION

8.1 Passrelay Indemnification. Passrelay shall defend, indemnify and hold You harmless from and against any third party claim, demand, suit or proceeding (each, a "Claim") made or brought against You by a third party and any direct damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, reasonable attorney's fees and costs) (collectively, "Losses") related thereto alleging that the Service, as made available by Passrelay under this Agreement to You, infringes or misappropriates such third party's copyrights, trademarks or trade secret rights under the laws of a country to which the Service is made available by Passrelay to You. If Passrelay receives information about an infringement or misappropriation claim related to a Service, Passrelay may in its discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim arises from or relates to Customer Data, a Third Party Application, Notifications, Customer's or any Account User's breach of this Agreement, any modifications of the Service by or for Customer, or failure to timely implement any modifications, upgrades, replacements or enhancements made available by Passrelay to You at no additional cost.



8.2 Your Indemnification. You shall defend, indemnify and hold Passrelay, its Affiliates and licensors (“Passrelay Indemnified Parties”) harmless from and against any Claim and related Losses made or brought against an Passrelay Indemnified Party in connection with or arising from (i) Your or any Account User's access and/or use of the Service, (ii) Notifications, (iii) Your Data, (iv) Your or any Account User's infringement or misappropriation of intellectual property rights, violation of its obligation to a third party or violation of Applicable Laws, or (v) Your or any Account User's breach of Section 2 above.

8.3 Indemnification Process. The indemnifying party's obligations are conditioned upon the indemnified party (i) giving the indemnifying Party prompt written notice of the claim (provided however, the failure to give timely notice will not relieve the indemnifying party of its obligations under this Agreement except to the extent that such failure materially impairs the ability of the indemnifying party to defend), (ii) granting full control of the defense and settlement to the indemnifying party (provided however, the indemnified party may participate with counsel of its choosing at its own expense), (iii) reasonably cooperating with the indemnifying party, at the indemnifying party's expense with regard to out-of-pocket expenses, in defense and settlement of any such claim, and (iv) not admitting any fault or liability of the indemnifying party or itself.

8.4 Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third party claim described in this Section 8.

## 9. CONFIDENTIALITY

9.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (the “Disclosing Party”) to the other party (the “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, including, without limitation business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Customer's Confidential Information includes Customer Data. Passrelay's Confidential Information includes the Service and all non-public information relating to the Service. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser or successor to any portion of such party's business resulting from the 'reorganization, spin-off, or sale or all or a portion of all of the assets of any business division, or group of such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any

obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without breach of any obligations owed to the Disclosing Party.

9.2 Protection of Confidential Information. The Receiving Party will use the same degree of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own Confidential Information of like kind (but not less than reasonable care). The Receiving Party may not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. The Receiving Party may disclose Disclosing Party's Confidential Information to its Affiliates or its investors, and their respective officers, directors, principals, employees, attorneys and accountants only to the limited extent necessary to carry out the purpose of this Agreement. To the extent that the Receiving Party desires to make a disclosure to any persons other than its officers, directors, principals, employees, attorneys and accountants, as condition precedent to disclosure, such recipient must execute a confidentiality agreement substantially similar to this Section before disclosure is made.

9.3 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.

9.3 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall extend for a period of five (5) years after such expiration or termination; except that all trade secrets provided by the Disclosing Party under this Agreement shall be treated as Confidential Information without any such time limitation.

## **10. GENERAL PROVISIONS.**

10.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. All notices to You shall be addressed to the contact information included in the Registration Form. Notwithstanding the foregoing, Passrelay occasionally may need to notify You and Account Users of important announcement regarding operation of the Service, such as notice of downtime, and may provide such information by online notice.

10.2 Modifications. Passrelay reserves the right to change or modify any of the terms and conditions contained in this Agreement, the Service or any policy governing the Service at any time by posting the new Agreement to the Passrelay website located at: <https://passrelay.com/legal/terms-of-subscription-service/>. Passrelay will use reasonable efforts to notify You of the changes, which may include posting an announcement on such site, in-product notices or via email. Your continued use of the Service following Passrelay's posting or notice of the change(s) will constitute Your acceptance of such change(s). If You do not agree to such change, You may cancel its subscription to the Service by providing Passrelay with at least seven (7) days prior written notice within thirty (30) days of Passrelay's posting or providing notice of the change(s) to the Agreement.

10.3 Co-Marketing. Unless otherwise prohibited by local law, You agree to participate in reasonable marketing activities that promote the benefits of the Service to other potential customers and to the use of Your name and logo on Passrelay's website and promotional materials. You agrees that Passrelay may disclose You as a customer of Passrelay.

10.4 Export Compliance. The Service, the Passrelay Library and other technology Passrelay makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not located in any jurisdiction in which the provision of the Service, Passrelay Library or Customer Data is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Service, the Passrelay Library or Customer Data to any government, entity or individual located in any Prohibited Jurisdiction. Each party represents, warrants and covenants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction, (c) it shall not permit Account Users to access or use the Service, Passrelay Library or Customer Data in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (d) it shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which the Customer and any of its Account Users are located.

10.5 Force Majeure. Each party will be excused from any failure or delay caused by or the result of causes beyond its reasonable control and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, general failure of telecommunication or digital transmission links, general failure of the Internet, failure of Third Party Applications, failure of any third party operating systems, platforms, applications or networks not under reasonable control of Passrelay, or other similar occurrence.

10.6 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, without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Jurisdiction. Each party agrees to the laws of the State of Delaware without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the courts located in Delaware, United States of America.

10.8 Government End Use Provisions. This Section applies only if the Customer is the government of a sovereign nation, state or province or one of its agencies. Passrelay provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with this Agreement. If a government agency has a need for rights not granted under these terms, it must negotiate with Passrelay to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. The Service was developed fully at private expense.

10.9 Relationship of the Parties; Non-exclusivity. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties. Nothing in this Agreement will be construed to prevent Passrelay from marketing, licensing, selling or otherwise providing Service or any aspects of Passrelay's technology or services to any third party. Nothing in this Agreement will be construed to prevent the Customer from obtaining services similar to the Service from a third party.

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

10.11 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.

10.12 Electronic Signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

10.13 Entire Agreement. This Agreement includes the Registration Form and Acceptable Use Policy. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof, and therefore the parties expressly disclaim all prior discussions, emails, RFPs and/or agreements between the parties. This Agreement supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Passrelay. The terms on any purchase order or similar document submitted by You to Passrelay will have no effect.