



Seamless.Insure

Manual name:

Seamless Customer Agreement

Last Updated: August 10, 2022

This Customer Agreement (this “Agreement”), the Data Processing Agreement (where applicable), and our Privacy Notice contains the terms and conditions that govern your access to and use of Seamless (as defined below), and is an agreement between the Contemi contracting entity in the Purchase Order (referred to as “Contemi,” “we,” “us,” or “our”) and the entity you represent, including any of your Associated Companies that have signed the Purchase Order (“you” or “your”).

“Seamless” means Contemi’s software application named Seamless (including associated APIs), the Contemi Content and any other product or service provided by us under this Agreement.

“Associated Companies” means legal entities that you own or are under joint ownership. Ownership means that you control or own more than 50% of the shares in the company.

1. Use of Seamless.

1.1 General. In signing the Purchase Order, the terms and conditions in this Agreement are accepted by you with binding effect. You may access and use Seamless in accordance with this Agreement and Service Level Agreement. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of Seamless. “Service Level Agreement” means all service level agreements that we offer with respect to Seamless and post on the Seamless Site, as they may be updated by us from time to time. The service level agreement we offer with respect to Seamless is located at <https://seamless.insure/service-agreements> (and any successor or related locations designated by Contemi). “Purchase Order” shall mean the ordering document issued by you to us for purchasing Seamless services, together with all documents incorporated therein by reference. In the event of a conflict between the terms of this Agreement and the terms of Purchase Order, this Agreement shall control unless the parties specifically otherwise agree in writing.

“Content” means software (including machine images), data, text, audio, video or images.

“Seamless Site” means <https://seamless.insure> (and any successor or related site designated by us), as may be updated by us from time to time.

2. Security, Data Privacy, Compliance with Laws and Business Continuity.

2.1 Security. We will implement measures in accordance with generally accepted industry practice designed to help you secure Your Content against accidental or unlawful loss, access or disclosure. “Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by Seamless in connection with your account and any computational results that you or any End User derive from the foregoing through the use of Seamless. Your Content does not include Account Information. “End User” means any individual or entity that directly or indirectly

through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses Seamless under your account. "Account Information" means information about you that you provide to us in connection with the creation or administration of your Contemi account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your account.

2.2 Data Privacy. You consent to the storage of Your Content in, and transfer of Your Content into, the regions mentioned in the Purchase Order. We will not access or use Your Content except as necessary to maintain or provide access to Seamless, or as necessary to comply with the law or a binding order of a governmental body. We will not

(a) disclose Your Content to any government or third party or (b) subject to Section 2.3 [Service Attributes], move Your Content from the regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 2.2 [Data Privacy]. You are responsible for managing your data (including user security). We will only use your Account Information and Your Content in accordance with the Data Processing Agreement (where applicable) and Privacy Notice, and you consent to such usage. "Privacy Notice" means the privacy notice located at <https://seamless.insure/privacy-policy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

2.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the region(s) where you use Seamless. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel. "Service Attributes" means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

3.4 Log-In Credentials and Account Keys. Log-in credentials and private keys generated by Seamless are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf. You are responsible for maintaining the confidentiality of Log-in credentials and private keys.

3.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement,

2.4 Compliance with Laws

Each party shall

Your Content or use of Seamless. You are

perform its obligations hereunder in accordance with all laws and regulations applicable to such party and shall be responsible for obtaining all licenses, authorizations, permits and the like required by applicable laws and regulations, and any fees, costs or expenses incurred by such party shall be borne solely by such party.

2.5 Business Continuity and Disaster Recovery. Contemi shall maintain a documented business continuity and disaster recovery plan for Seamless.

3. Your Responsibilities.

3.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account unless caused by breach of this Agreement or negligence on our part.

3.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or Seamless will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. "Policies" means the Acceptable Use Policy, Privacy Notice, all restrictions described in the Contemi Content and on the Seamless Site, and any other policy or terms referenced in or incorporated into this Agreement.

3.3 Your Security. You are responsible for properly configuring and using Seamless and otherwise taking appropriate action to secure your accounts and Your Content.

responsible for End Users' use of Your Content and Seamless. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and Seamless by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

4. Fees and Payment.

4.1 Service Fees. You must pay charges for subscription to or use of Seamless in accordance with the fees set out in the Purchase Order. Payment shall be made within thirty (30) calendar days of the invoice date. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim. Fees and charges for any new feature of Seamless will be effective when we post updated fees and charges on the Seamless Site, unless we expressly state otherwise in a notice. We may change fees for Seamless at each turn of the calendar year corresponding to the increase in the official consumer price index (CPI, the main index) of the country under whose laws this Agreement is governed. Price changes beyond CPI + 3% must be notified by us by October 1st in a calendar year. Such change will take effect from January 1st of the following calendar year. We

may elect to charge you interest at the rate of 8% per month (or the highest rate permitted by law, if less) on all late payments.

5. Term, Suspension, Termination.

5.1 Term. Unless earlier terminated under the terms of this Agreement, this Agreement will automatically renew at the end of the initial Term specified in the Purchase Order (the "Initial Term") for successive renewal terms equal in duration to the Initial Term, or one year, if the Initial Term is equal to or greater than one year (each a "Renewal Term") at the then current rates for Seamless, unless a different rate is specified in the Purchase Order.

Any notice of termination of this Agreement by either party to the other must include the effective date of termination ("Termination Date") that complies with the notice periods in Section 5.2 [Termination].

5.2 Termination.

(a) Termination for Convenience.

Either party may terminate this Agreement effective upon the expiration of the then current Term, by notifying the other party in writing at least three (3) months prior to the end of the then-current Term.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) if our relationship with a third-party partner who provides software or other technology we use to provide Seamless expires, terminates or requires us to change the way we provide the software or other technology as part of Seamless, or

(B) in order to comply with the law or requests of governmental entities

(C) for cause if we have the right to suspend under Section 5.4 [Suspension].

5.3 Effect of Termination.

(a) General. Upon the Termination Date:

- (i) except as provided in Section 5.3(b) [Post Termination], all your rights under this Agreement immediately terminate;
 - (ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post- termination period described in Section 5.3 (b) [Post Termination];
 - (iii) you will immediately return or, if instructed by us, destroy all Contemi Content in your possession; and
 - (iv) Sections 3.1 [Your Accounts], 4, [Fees and Payments], 5.3 [Effect of Termination], 6 [Proprietary Rights] (except the rights granted to you in Section 5.3 [Effect of Termination], 6 [Indemnification], 8.2 [Disclaimer], 9 [Limitation of Liability] and 13 [Miscellaneous] will continue to apply in accordance with their terms.
- (b) Post-Termination.

Unless we terminate your use of Seamless pursuant to Section 5.2(b)[Termination for Cause], during the 30 days following the Termination Date:

- (i) we will not take action to remove from the Contemi systems any of Your Content as a result of the termination; and
- (ii) we will allow you to retrieve Your Content from Seamless only if you have paid all amounts due under this Agreement.

For any use of Seamless after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 4 [Fees and Payment].

“Contemi Content” means Content we or any of our affiliates make available in connection with Seamless or on the Seamless Site to allow access to and use of Seamless, including Application Programming Interfaces (APIs); Web Services Description Language (WSDLs); Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). Contemi Content does not include Seamless. “Documentation” means the user guides and admin guides for Seamless (and any successor or related locations designated by us), as such user guides and admin guides may be updated by Contemi from time to time.

You agree that we have no obligation to retain Your Content and that such Content may be irretrievably deleted if your account becomes delinquent for over a period of 1 month post Termination date.

Before such deletion takes place, we will offer to export the Your Content to commonly used machine-readable format or support with migration to another vendor based on our standard consultancy rates.

5.4 Suspension

(a) General

We may suspend your or any End User's right to access or use Seamless immediately upon notice to you if we determine:

(i) your or an End User's use of Seamless

(1) poses a security risk to the Service Offerings or any third party, (2) could adversely impact our systems, Seamless or the systems or content of any other Seamless customer, (3) could subject us, our affiliates, or any third party to liability, or (4) could be fraudulent;

(ii) you are, or any End User is, in breach of this Agreement;

(iii) you are in breach of your payment obligations; or

(iv) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

5.5 Effect of Suspension. If we suspend your right to access or use Seamless:

(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

6. Proprietary Rights.

6.1 Your Content. Except as provided in this Section, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide Seamless to you and any End Users.

6.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or Seamless will violate the Acceptable Use Policy. "Acceptable Use Policy" means the policy located at <https://seamless.insure/service-agreements> any successor or related locations designated by us), as it may be updated by us from time to time.

6.3 Seamless License. The Agreement does not involve any transfer of intellectual property rights. We or our licensors own all right, title, and interest in and to Seamless, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use Seamless solely in accordance with this Agreement; and (b) copy and use the Contemi Content solely in connection with your permitted use of Seamless. You may allow your agents, contractors and outsourcing service providers (each a "Permitted Third Party") to use the Product(s) licensed to you hereunder solely for your benefit in accordance with the terms of this Agreement and you are responsible for any such Permitted Third Party's compliance with this Agreement in such use. Any breach by any Permitted Third Party of the terms of this Agreement will be considered your breach. Except as provided in this Section 6.3 [Seamless License], you obtain no rights under this Agreement from us, our affiliates or our licensors to Seamless.

6.4 License Restrictions. Neither you nor any End User will use Seamless in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in Seamless, (b) reverse engineer, disassemble, or decompile Seamless or apply any other process or procedure to derive the source code of any software included in Seamless (except to the extent applicable law doesn't allow this restriction), (c) access or use Seamless in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense Seamless. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

6.5 Suggestions. If you provide any suggested improvements to Seamless ("Suggestions") to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

7. Indemnification.

7.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of Seamless (including any activities under your Contemi account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. "Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

7.2 Intellectual Property.

(a) Subject to the limitations in this Section

7 [Indemnification], Contemi will defend you and your employees, officers, and directors against any third-party claim alleging that Seamless infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section

7 [Indemnification], you will defend Contemi, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 7.2 [Intellectual Property] arising from infringement by combinations of Seamless or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, Contemi will have no obligations or liability arising from your or any End User's use of Seamless after Contemi has notified you to discontinue such use. The remedies provided in this Section 7.2 [Intellectual Property] are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by Contemi or by Your Content.

(d) For any claim covered by Section 7.2(a), Contemi will, at its election, either: (i) procure the rights to use that portion of Seamless alleged to be infringing; (ii) replace the alleged infringing portion of Seamless with a non-infringing alternative; (iii) modify the alleged infringing portion of Seamless to make it non-infringing; or (iv) terminate the allegedly infringing portion of Seamless or this Agreement.

7.3 Process. The obligations under this Section 7 [Indemnification] will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. Warranty and Disclaimers.

8.1 Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. We represent and warrant that we will use commercially reasonable efforts to provide Seamless in a manner consistent with general industry standards reasonably applicable to the provision thereof and substantially in accordance with the Documentation under normal use and circumstances. You represent and warrant that You have not provided any false information to gain access to Seamless.

8.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 [WARRANTY], SEAMLESS IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING SEAMLESS, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (OTHER THAN SPECIFIED IN SECTION 8.1[WARRANTY]) (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT SEAMLESS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

9. Limitations of Liability.

NEITHER PARTY NOR OUR AFFILIATES OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7.2 [INTELLECTUAL PROPERTY], OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR, IF THE LIABILITY AROSE DURING ANY PERIOD BEFORE 12 MONTHS HAD ELAPSED FROM THE STARTING DATE (AS MENTIONED IN THE PURCHASE ORDER), THE AMOUNT OF LIABILITY CAP IS TO BE ANNUALIZED. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL NOT

APPLY TO LOSSES CAUSED DUE TO OUR WILFUL MISCONDUCT AND GROSS NEGLIGENCE.

10. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the Seamless Site or by otherwise notifying you in accordance with Section 13.10 [Notice]; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 [Notice] for material adverse changes to any Service Level Agreement. Subject to the ninety (90) day advance notice requirement with respect to material adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use Seamless after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Seamless Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

11. Service Terms

11.1. You will provide information or other materials related to Your Content (including copies of any client-side applications) as reasonably requested by Contemi to verify Your compliance with the Agreement. Contemi will provide information or other materials related to Seamless as reasonably requested by you to verify Contemi's compliance with the Agreement. You will reasonably cooperate with Contemi to identify the source of any problem with Seamless that Contemi reasonably believe may be attributable to Your Content or any end user materials that You control.

11.2. In connection with Your use of Seamless, You are responsible for maintaining licenses and adhering to the license terms of any software You run. Contemi may remove or disable access to Your Content if it violates the law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement ("Prohibited Content") or suspend Seamless to the extent Contemi is not able to remove or disable access to the Prohibited Content. Contemi may also remove or disable access to any Prohibited Content in connection with illegal content, where the content may disrupt or threaten Seamless or in accordance with applicable law or any judicial, regulatory or other governmental order or request. In the event that Contemi removes Your Content without prior notice, Contemi will provide prompt notice to You unless prohibited by law.

11.3. You will ensure that all information You provide to Contemi via Seamless (e.g., information provided in connection with Your registration for Seamless, requests for increased usage limits) is accurate, complete, and not misleading.

11.4. From time to time, Contemi may apply upgrades, patches, bug fixes, or other maintenance to Seamless and Contemi Content ("Maintenance"). We agree to use reasonable efforts to provide You with prior notice of any scheduled Maintenance (except for emergency Maintenance), and You agree to use reasonable efforts to comply with any Maintenance requirements that Contemi notify You about.

11.5. You are responsible for providing legally adequate privacy notices to End Users of your products or services that use Seamless (including End Users in your private workforce when using Seamless) and ensure valid legal bases for all personal data processing.

11.6. Seamless is not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious body injury or death or cause environmental or property damage, and you are solely responsible for liability that may arise in connection with any such use.

11.7. Seamless collects performance and usage metrics and data regarding your use of Seamless, including model version, inference and upload times, and diagnostic data. We may use these metrics and data to provide, maintain, and improve the quality and feature sets of Seamless and Contemi Content as long as such data cannot be connected to individual persons.

12. Changes.

12.1. To Seamless. We may change Seamless services from time to time. We will provide you at least 12 months' prior notice if we discontinue material functionality of a service that you are using, except that this notice will not be required if the twelve (12) month notice period (a) would pose a security or intellectual property issue to us or Seamless, (b) is economically or technically

burdensome, or (c) would cause us to violate legal requirements. If You as a consequence of material functionality being removed will need to change

supplier, You may terminate the Agreement in writing with effect from at a time of your choosing.

12.2 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 10 [Modifications to the Agreement].

13. Miscellaneous.

13.1 Assignment. The parties will not assign or otherwise transfer this Agreement or any of such party's rights and obligations under this Agreement, without the other party's prior written consent. Any assignment or transfer in violation of this Section 13.1 [Assignment] will be void.

Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent (a) in connection with a merger, acquisition or sale of all or substantially all of such assigning party's assets, or (b) to any affiliate or as part of a corporate reorganization, provided that such assignment is not to a competitor of the other party; and effective upon such assignment, the assignee is deemed substituted for the assigning party as a party to this Agreement and the assigning party is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

13.3 Force Majeure. The parties and their affiliates will not be liable for any delay or failure to perform any obligation under this Agreement (except payment obligations) where the delay or failure results from any cause beyond such party's reasonable control, including electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

"Governing Laws" and "Governing Courts" mean, for each Contemi Contracting Party, the laws and courts set forth in the following table:

Contemi Contracting Party	Governing Laws	Governing Courts
Contemi Solutions AS	Norwegian Law	Norwegian Courts
Contemi Solutions (London) Ltd	Laws of England and Wales	Courts of England and Wales
Contemi Trading Solutions (Australia) Pty Ltd	Laws of Australia	Courts of Australia
Contemi Solutions Pte Ltd	Laws of Singapore	Courts of Singapore

13.5 Disputes. Any dispute or claim relating in any way to your use of Seamless, or to any products or services sold or distributed by Contemi will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, you are solely responsible for compliance related to the manner in which you choose to use Seamless, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the Contemi region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or

restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.9 Confidentiality.

“Confidential Information” means all nonpublic information disclosed by a party (“Disclosing Party”), to the other party (“Receiving Party”) that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Receiving Party may use Confidential Information only in connection with its use of Seamless as permitted under this Agreement. Receiving Party will not disclose Contemi Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures Receiving Party takes to protect its own confidential information of a similar nature.

Contemi Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates.

Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of receipt from Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

13.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Seamless Site; or (ii) sending a message to the email address you provide to us. Notices we provide by posting on the Seamless Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current.

(b) To Us. Notices to us under this Agreement, must be sent to your Customer Success Manager or to support@seamless.insure.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 7 [Indemnification], or as mandated by applicable law, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion.

13.14 AWS Usage. The Customer is aware and recognizes that Contemi uses AWS for hosting Your Content and Contemi is bound by AWS's conditions for the hosting service, with a corresponding effect on Your Content. For more information about AWS terms see:
<http://aws.amazon.com/agreement>

13.15 Audits. Contemi performs annual audits by external auditors and upto once per year we will provide the latest audit reports pertaining to Seamless, to you upon your written request, subject to confidentiality obligations. Where required by mandatory regulatory requirements, you (or your statutory external auditors, where applicable) may, upon at least thirty (30) days' prior written notice, perform audits on the operations of Contemi related to Seamless, only to the extent required to ensure compliance with the Agreement. Such audits may be conducted: (i) no more than once per year, (ii) during regular business hours without disrupting the Contemi's business operations or with Contemi's confidentiality obligations to other customers, and (iii) in accordance with the Contemi's security policies.

If the requested audit scope is addressed in a similar audit report performed by a qualified third-party auditor within the prior twelve months and Contemi confirms there are no material changes in the controls audited, you agree to accept those findings in lieu of requesting an audit of the controls covered by the report.

Any third party engaged by you to conduct an audit must be pre-approved by Contemi (such approval not to be unreasonably withheld) and must sign Contemi's confidentiality agreement. The Customer shall bear all costs of the Audit, and shall reimburse Contemi for all costs incurred as a result of the Audit. Any request for Contemi to provide assistance with an audit is considered a separate service. We will seek your written approval and agreement to pay any related fees before performing such audit assistance.

You will provide Contemi with any audit reports generated in connection with any audit under this section, unless prohibited by law. You may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of this Agreement. The audit reports are otherwise Confidential Information of the parties under the terms of the Agreement

13.16 Use of Subcontractors. You acknowledge and agree that Contemi uses subcontractors to provide portions of Seamless. Contemi will provide a list of our current subcontractors upon your written request. Contemi is responsible for the performance of all subcontractors providing any portion of Seamless.