

SECURE MESSAGING USER AGREEMENT

Please read this Secure Messaging User Agreement (this “**Agreement**”) carefully before accessing, downloading the Application (as defined below). This **Agreement** is a binding agreement between you and/or any entity for which you act on behalf of (“**you**”, and/or “**Client**”) and Everbridge, Inc., a Delaware corporation (“**Everbridge**”). This Agreement governs your use of the applicable Everbridge secure messaging application, including but not limited to the HipaaBridge™ and SecureBridge™ applications (including all related documentation, each the “**Application**”). The Application is licensed, not sold, to you.

THE SECURE MESSAGING SOLUTION TO WHICH THIS AGREEMENT APPLIES IS AN EVERBRIDGE, INC., A DELAWARE CORPORATION (“**EVERBRIDGE**”) PRODUCT. EVERBRIDGE IS ONLY WILLING TO GRANT YOU ACCESS TO THE APPLICATION UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED HEREIN. BY ACCESSING, DOWNLOADING OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, DOWNLOAD OR USE THE APPLICATION OR IMMEDIATELY REMOVE AND DELETE THE APPLICATION IF YOU HAVE ALREADY DOWNLOADED THEM.

If you are an employee, consultant or contractor acting on behalf of an entity, your agreement to these terms will be deemed to be the agreement of that entity. You and/or any entity for which you act on behalf of (“**you**”, and/or “**Client**”) represent and warrant that you have authority or have been provided authority to bind the entity to the terms and conditions of this Agreement. You and Everbridge are sometimes each referred to herein as a “**party**” or “**parties**”.

If you are deemed to have ordered the Application, Everbridge’s acceptance is expressly conditioned on your assent to these terms to the exclusion of all other terms (specifically including any new or different terms contained in a purchase order). Notwithstanding anything to the contrary in this Agreement, if you, or an entity with which you are affiliated, and Everbridge have executed a written Client services agreement (“**Client Services Agreement**”) that governs access to or use of the Application, then the terms of the Client Services Agreement shall govern and control to the extent there is a direct conflict between the terms of this Agreement and the terms of the Client Services Agreement.

1. PERMITTED USE; RESTRICTIONS

1.1 **License Grant.** Subject to the terms and conditions of this Agreement, during the applicable Term (as defined below), Everbridge grants to you a non-exclusive, non-transferable and non-sublicensable right for you to access, download, install and use the Application for your personal, non-commercial use (unless you have a Client Services Agreement then for your internal business purposes) on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Application’s documentation; and access, stream, download and use on such Mobile Device the Content and Services (as defined in Section 1.7) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 1.7.

1.2 Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Application or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved.

Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Application, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for Client Data (as defined below) provided to Everbridge by you, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Application.

1.3 License Restrictions. Licensee shall not: (a) copy the Application, except as expressly permitted by this license; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time (except as may be expressly set forth in Client Services Agreement).

1.4 You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Everbridge and its licensors and service providers, where applicable, reserve and shall retain their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

1.5 You are responsible for all activity occurring under your Client account and shall comply with all applicable laws and regulations in connection with your use of the Application, including the provision of Client Data to Everbridge. Client shall use the Application in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

1.6 A violation of any of the terms in this Agreement may result in the termination of your Everbridge account and your inability to access or use the Application. In addition, we reserve the right to refuse service to anyone for any reason at any time. We may (but have no obligation to) remove content and accounts containing content that we determine, in our sole discretion, is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable. While Everbridge prohibits certain conduct and content, you understand and agree that Everbridge is not responsible for the content transmitted between users of the Application. Notwithstanding Everbridge’s governing terms and conditions, you acknowledge that you may still be exposed to offensive or unlawful content and agree you assume these risks and use the Application at your own risk. Everbridge reserves the absolute right to reclaim names and keywords from you and others on behalf of businesses or individuals that may hold a legal claim or a trademark right in those words, as determined by us in our sole discretion. “HipaaBridge™”, “SecureBridge™” “Everbridge® and other Everbridge graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. Our trademarks and trade dress, as well as third party trademarks, logos and service marks used in conjunction with the Application, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Everbridge. If you are affiliated with an Everbridge Client that has entered into a Client Services Agreement which provides for a private labeled version of the Application, then that entity may own the branded mark for the Application as displayed to you through the Application.

1.7 Content and Services. The Application may provide you with access to Everbridge's website located at www.everbridge.com (the "**Website**") and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at <http://www.everbridge.com/terms-of-use/> and <http://www.everbridge.com/company/about-us/privacy-policy/>, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement

2. CLIENT ACKNOWLEDGEMENT

You represent and warrant that you fully understand and acknowledge that (i) the Application is intended to deliver non-critical, non-emergency communications and information between users as a convenience to facilitate communications; (ii) the Application is dependent upon a number of factors outside the control of Everbridge, including but not limited to, the operation of third party provided hardware and network services; (iii) there may be occasional communication failures or delays in the delivery or receipt of properly sent Everbridge communications.

3. SERVICE UPDATES

Entity Clients grant Everbridge permission to send all end users in their organization messages regarding the Application, its features, service alerts, and network activity. Notwithstanding the foregoing, for Clients with a Client Services Agreement (i.e., entity purchasers), it is such Client's responsibility to register for updates from, and/or regularly check Everbridge's webpages at <http://clientportal.everbridge.com/> for updates with respect to the Application. Client's continued use of the Application after such updates will constitute its acceptance of the changes.

4. TERM AND TERMINATION

This Agreement shall be effective as of the earliest of the date you accept the terms herein or first access, download or use any of the Application (the "**Effective Date**") and shall remain in effect for so long as you use or access any of the Application (the "**Term**"). You may terminate this Agreement by deleting the Application and all copies thereof from your mobile or other device. Subject to any Client Services Agreement, Everbridge may terminate this Agreement at any time without notice if it ceases to support the Application, which Everbridge may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Application from your mobile device and account. The terms herein that contemplate obligations after the Term, including but not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law and Severability, and Confidentiality, shall survive termination.

5. PRIVACY & SECURITY

Everbridge shall abide by all applicable privacy laws in connection with the operation of the Application, including but not limited to HIPAA, HITECH, and Gramm-Leach-Bliley, as applicable. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com.

This Agreement is subject to your acceptance of the terms and conditions set forth in Everbridge's Secure Messaging Mobile App Privacy Policy ("**Secure Messaging Privacy Policy**"), located at <http://www.everbridge.com/company/about-us/securemessaging-privacypolicy/>. The terms and conditions set forth in the Secure Messaging Privacy Policy may be changed by Everbridge in its sole discretion and those changes become effective within thirty (30) days following posting or immediately following Everbridge providing you with an in-Application alert the first time you use the Application after we make the change. It is your responsibility to review the Secure Messaging Privacy Policy for revisions thereto. The Secure Messaging Privacy Policy will always have an effective date stated within the policy so that you know when it has been updated last.

You agree to abide by all applicable privacy laws in connection with your use of the Application, including but not limited to HIPAA, HITECH, and Gramm-Leach-Bliley, as applicable. To the extent you are deemed a Business Associate of Everbridge, you agree to the Business Associate Agreement located at <http://www.everbridge.com/Business-Associate-Form-lkd-v1-7.7.15.pdf> or to execute a separate business associate agreement with Everbridge.

6. COLLECTION AND USE OF YOUR INFORMATION

You acknowledge that when you download, install or use the Application, Everbridge may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Secure Messaging Privacy Policy, as referred above. By downloading, installing, using and providing information to or through the Application, you consent to all actions taken by us with respect to your information in compliance with the Secure Messaging Privacy Policy. You may provide information to be shared with other users of the Service you are using or another Service (i.e., a HipaaBridge user can message a SecureBridge user) ("**User Messages**"). We cannot control the actions of third parties with whom you may choose to share your User Messages. Therefore, we cannot and do not guarantee that your User Messages will not be viewed by unauthorized persons. We offer enterprise versions of the Application for businesses and other entities (each an "**Entity Purchaser**"). The employees, contractors, or other agents affiliated with that Entity Purchaser (each, an "**Entity User**") may obtain a version of the Application through the Entity Purchaser. If your User Messages are sent to an Entity User, the Entity Purchaser will be able to view certain information, including all communications between you and that Entity User, and all data associated with those communications, such as your name, the time and date of each communication, and whether each communication was an image transfer, video chat, audio file, phone call, or text message. Likewise, if you are an Entity User, your affiliated Entity Purchaser will be able to view certain information, including all communications between you and other users of the Application, and all data associated with those communications, such as the name of the individuals you communicate with, the time and date of each communication, and whether each communication was an image transfer, video chat, audio file, phone call, or text message. Entity Purchasers may access and view the content of such communications with Entity Users if you use either the HipaaBridge or the SecureBridge product. By communicating as an Entity User or with an Entity User, you expressly understand and agree to disclose your User Messages with the affiliated Entity Purchaser.

7. CHILDREN UNDER THE AGE OF 13

The Application is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at privacy@everbridge.com.

8. SUPPORT, IMPLEMENTATION AND PROFESSIONAL SERVICES

A paid subscription for Application entitles you to the level of support included in your subscription, which shall include at a minimum, standard Everbridge customer support via email and standard customer training, including a self-onboarding email and limited implementation email support thereafter. Additional support, implementation and professional services may be purchased by you. All such additional services delivered by Everbridge shall be subject to the terms and conditions of this Agreement or your Client Services Agreement, as applicable.

9. UPDATES.

Everbridge may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Everbridge has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality, except as otherwise provided in a Client Services Agreement. Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the application for the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. If you are using a web client version the Update will occur automatically. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

10. YOUR DATA

As between you and Everbridge, you shall own all data, text, information, screen names, graphics, photos, profiles, audio and video clips, links and other content and materials that you submit, post, display and transmit using the Application, (collectively, "**Client Data**"), and Everbridge acknowledges that it will not acquire any rights in Client Data. Everbridge shall only use Client Data to fulfill its contractual obligations and as provided in this Agreement. You shall be fully liable and responsible to ensure that your Client Data does not violate any law, regulation or the terms herein.

You agree that Client Data received by Everbridge in connection with the download, installation, configuration, maintenance, support and use of the Application may be transferred, stored and processed in the United States of America or any other country where Everbridge or its Service Providers (as defined below) maintain facilities. By downloading, installing or using the Application or by receiving customer support assistance, you authorize Everbridge and its Service Providers to collect, store and process your data, including personal data, subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services ("**SMS**") providers and content and data management providers that Everbridge uses in providing the Application and services. You agree that Everbridge and its Service Providers may process your personal contact data and usage data to send service related notifications, enforce compliance with this Agreement, facilitate the provision of software updates, improve the Application, better understand client needs, and to comply with our contractual obligations and applicable law. Everbridge is U.S.-EU Safe Harbor certified, and will remain certified (or will adopt a solution which achieves compliance with Article 25 of Directive 95/46/EC or any replacement regulation) during the term of this Agreement.

12. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Everbridge, its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees) due to, arising out of or relating in any way to your use of, or access to, the Application.

13. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EVERBRIDGE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND LICENSORS AND SERVICE PROVIDERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED, OR THAT THE APPLICATION WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SERVICES OR APPLICATIONS. INSTALLATION OF THE APPLICATION MAY AFFECT THE USABILITY OF THIRD PARTY SERVICES OR APPLICATIONS. WE RECOMMEND THAT YOU NOT INSTALL THE APPLICATION ON ANY "JAILBROKEN" OR "ROOTED" DEVICES. YOU FURTHER ACKNOWLEDGE THAT THE APPLICATION ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EVERBRIDGE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION DURING THE PRECEDING 12 MONTHS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EVERBRIDGE WAS

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

15. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties with respect to the terms and conditions governing your use and access to the Application. This Agreement supersedes and cancels all previous written or oral communications, proposals, representations, and agreements relating to the subject matter contained herein, except a Client Services Agreement as applicable. This Agreement prevails over any pre-printed, conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by you. This Agreement may be modified by a “click wrap” or “click accept” agreement that Everbridge incorporates into or as a condition of downloading Application after initial delivery or otherwise by notice to you through the Application. If you do not agree to the terms and conditions to any amendment or other changes to this Agreement, please immediately remove and delete the Application. The effective date of any changes to this Agreement will immediately follow the Agreement terms. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only in writing signed by both parties, or with respect to a waiver, the party waiving such condition.

16. WAIVER

The failure of either party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

17. NOTICE

Legal notices to be provided under this Agreement shall be delivered in writing. Notices to Everbridge shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: Everbridge, Inc., 500 North Brand Blvd., Suite 1000, Glendale, California 91203, Attention: Legal Department. For contractual purposes, you consent to receive communications from Everbridge electronically. Notices sent to you shall be sent by personal delivery, electronic mail, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the address listed on your account. All notices will be deemed given: (i) when delivered personally; (ii) 24 hours after electronic mail is sent, unless Everbridge is notified that the email address is invalid; (iii) three (3) business days after being deposited in the mail; or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery. Either party may change its address for receipt of notice by notice to the other party in accordance with this section.

18. EQUITABLE RELIEF

The parties agree that a material breach of this Agreement adversely affecting Everbridge’s intellectual property rights in the Application or its Confidential Information may cause irreparable injury to Everbridge for which monetary damages would not be an adequate remedy and Everbridge shall be

entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

19. ASSIGNMENT

You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise without our prior written consent. Any attempted assignment or transfer without such consent will be void. Subject to these limits, this Agreement will inure to the benefit of the parties and their respective successors and assigns.

20. EXPORT REGULATION. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

21. GEOGRAPHIC REGULATION. The Content and Services is based in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

22. US GOVERNMENT RIGHTS. The Application are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

23. CONTROLLING LAW AND SEVERABILITY

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, in each case located in the city of Dover and county of Kent. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

(Last Revised on December 3, 2015)