

MASTER SUBSCRIPTION LICENSE AGREEMENT

Pyramid Decision Intelligence Platform v2023

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Master Subscription License Agreement (“**Agreement**”) is an agreement between Pyramid Analytics B.V. (“**Pyramid**”) and the individual/entity set forth in the Order Form (“**You**” or “**Your**”) and governs Your use of the Software. This Agreement also applies to any Fixes and Updates to the Software except to the extent that there are terms that are included with those items which supersede this Agreement.

By installing, having installed, or using the Software, You agree to be bound by the terms of this Agreement and the terms set forth in Your Order Form. In the event of a conflict between these terms and the terms of Your Order Form, Your Order Form terms will govern. If You do not agree, then You are not permitted to install, have installed or use the Software. You will have the rights set forth below for so long as You comply with the terms 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 “You” or “Your” shall refer to such entity and its Affiliates.

This Agreement is valid for the term of Your subscription as set forth in the Order Form or for the period of time as determined by Your License Key for trial Software.

1. DEFINITIONS

“**Add-ons**” means additional functionality for or enhancements to the Software that are not Updates and may be subject to separate fees and additional terms and conditions.

“**Affiliate**” means any entity which controls, is controlled or is under common control with either of the parties. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the outstanding voting securities or capital of the other entity or other comparable equity with respect to an entity other than a company.

“**Documentation**” means the instructions, user guides, manuals and release notes provided by Pyramid for the Software available at <https://help.pyramidanalytics.com>.

“**Fix(es)**” means any change or workaround to the Software that corrects a problem with the Software that causes it to crash, lose data, or prevents it from performing substantially in accordance with the Documentation.

“**Main Server**” means the primary Server on which the Software is installed, and which machine ID is registered in the License Key. Individual Main Servers are required for each production, development and test environment.

“**Order Form**” means the form used for ordering Software licenses and the level of technical support, provided to either You or Your Reseller by Pyramid. The Order Form sets forth the Software that You are entitled to Run including the type and number of Servers, the number and type of User Licenses, any Add-Ons, and the selected level of technical support.

“**Repository**” means the database used to store the License Key and which houses Your end User content and meta-data.

“**Reseller**” means a reseller authorized by Pyramid to resell licenses to the Software.

“**Run,**” “**Runs**” or “**Running**” means to load a copy of the Software into the memory of a Server and execute one or more instructions.

“**Secondary Server**” means a Server which derives its permission to use the Software from the copy of the Software Running on a Main Server.

“**Server**” means a single physical or virtualized hardware system capable of Running the Software. A hardware partition or blade is considered to be a separate physical hardware system.

“Software” means the version of the Pyramid Decision Intelligence Platform software identified above, and all Add-Ons, Fixes and Updates thereto, for which You have purchased licenses as set forth in Order Forms.

“Updates” means minor releases of the Software containing Fixes, minor enhancements or user interface changes. Updates do not include new functionality. Updates are generally indicated by a change in the numeric identifier for the Software in the digit to the right of the first decimal point or a change to the right of the second decimal point (e.g., a change from version xxxx.xx to xxxxx.xy or from version xxxx.xx to xxxx.xy).

“User” means an individual authorized by You to use the Software according to the terms and conditions of this Agreement.

“User License” means a license for a User to use the Software. User licenses may be either Professional, Analyst, Viewer or Basic.

- i. Professional User Licenses have access to the full version of Pyramid Software modules Model, Discover, Present, Publish, Administer, Content Management, Formulate, and Illustrate.
- ii. Analyst User Licenses allow Users to create content using the Lite version of Pyramid Software modules Discover, Present and Publish. Lite versions are simplified versions of the full module.
- iii. Viewer User Licenses can only view and interact with content created by Professional or Analyst Users. Functionality for Viewer Users is limited to Discover reports and visualizations, Present dashboards and rendered output from Publish (like PDF documents and Word files). Viewer Users may also be authorized to modify and save their own versions of content created by Professional or Analyst Users.
- iv. Basic User Licenses allow Users to view and interact with embedded content and OData feeds created by Professional or Analyst Users. Functionality is limited to Discover reports and visualizations, Present dashboards, LinkBack from rendered Publications and rendered output from Publish (like PDF documents and Word files Visual Areas defined in Tabulate Sheets).

2. LICENSE RIGHTS; RESTRICTIONS

2.1 General. Pyramid licenses the Software to You based on Your choice of edition/Server, Add-Ons, and the number and type of Users that access and use the Software. Your Order Form sets forth the number of Main Servers on which You may install the Software. You must acquire and assign User Licenses for each individual User that directly or indirectly accesses the Software. You are not permitted to simultaneously assign a User License to more than one (1) User. However, You may permanently re-assign a User License from one User to another. You may also assign a User License to a temporary worker while the normally assigned User is absent. For any given User License, You may make such temporary assignment once (1) in each ninety (90) day period. Your Order Form sets forth the number and type of User Licenses that You have purchased. You are solely responsible for ensuring Your Users’ compliance with this Agreement.

The Software requires a valid license key in order for Users to access and use the Software (the **“License Key”**). The License Key is registered and specific to the machine ID of Your designated Main Server and may only be used with a single Repository. You are not permitted to use the License Key with more than one Repository. You are not permitted to make copies of the License Key or share the License Key with any third parties without Pyramid’s prior written consent. The User License for an individual User is activated within the Software upon assignment by Your Software administrator. If Your Main Server fails and requires replacement, You must request a replacement License Key.

2.2 Use Rights. Subject to Your compliance with the terms of this Agreement and upon Pyramid’s receipt of payment in full, Pyramid grants You a temporary, non-exclusive, right and license during the subscription term set forth in Your Order Form to:

- a. Install and Run the Software on the number of Main Servers set forth in Your Order Form;
- b. Run any number of Secondary Servers for each Main Server license that You have purchased.
- c. Allow the number of Users set forth in Your Order Form to access and use the Software and Documentation; and
- d. Copy the Software for archival or off-line back-up purposes. All archival or back-up copies of the Software are subject to the provisions of this Agreement and all Pyramid and its licensor’s titles, trademarks, copyrights and restricted rights notices must be reproduced on such copies. If You wish to Run a hot/active failover, You must purchase a separate license as each Main Server requires its own unique License Key. The foregoing rights are limited to Your internal business purposes.

2.3 Additional Rights and Restrictions.

- a. *Sublicensing/Third Party Access.* You may allow third parties (including Your Affiliates) to access and use the Software located on Your Servers through a web browser provided that You have obtained a User License for each individual third-party User that directly or indirectly accesses the Software. However, You are not permitted to provide copies of the Software itself to such third parties. Notwithstanding the foregoing, You may provide copies of the Software to a third party to host the Software solely for Your benefit, provided that such third party has reviewed and agreed to be bound by the terms of this Agreement as Your agent. You remain primarily liable to Pyramid for the third parties that access and use the Software and You agree to indemnify, defend and hold Pyramid harmless from and against any third-party claims arising as a result of such third-party access or use of the Software. No other sublicensing of Your rights under this Agreement is permitted.
- b. *Updates.* You are entitled to receive a copy of all Updates and revised Documentation for the Software licensed when these become generally commercially available during the term of Your subscription. You are solely responsible for the installation of the Updates.
- c. *Add-ons.* The following additional terms apply to the Add-Ons listed below:
 - i. *Named Embedding.* The Named Embedding Add-On allows BI developers to embed interactive visuals, reports and dashboards from the Discover and Present functionality in the core Software into any website web application You own or develop. Embed recipients who authenticate through the Software may manipulate the views of underlying data.
 - ii. *Anonymous Embedding.* The Anonymous Embedding Add-On is the same as the Named Embedding Add-On, except the recipients are not licensed Users of the Software.
 - iii. *Report Bursting for Licensed Users.* The Report Bursting for licensed Users Add-On enables Users to send Publications as an attachment when distributing via e-mail, SMS, host portal or other means to recipients that are licensed Users of the Software. You are solely responsible for the content You send to third parties using Report Bursting and acknowledge and agree that Pyramid shall have no liability to You or any third party with respect to such content.
 - iv. *Report Bursting for Unlicensed Users.* The Report Bursting for unlicensed Users Add-On is the same as Report Bursting for Licensed Users Add-On, except the recipients of Publications are not required to be licensed Users of the Software.
 - v. *Premium Data Connectors.* The Premium Data Connectors Add-On allows access to certain data sources like SAP BW.
 - vi. *OData.* The OData Add-On allows other data applications to use data from reports and content generated by the Software.
 - vii. *White Label.* The White Label Add-On allows Your Software Administrator to change the branding of the Software, and to disable or customize help and support links.
 - viii. *Tabulate.* The Tabulate Add-On is an in-platform, browser-based virtual spreadsheet which allows business modelling with live data. These models can be embedded in presentations or shared via interactive dashboards and formatted reports. The Tabulate Add-On can only be used by Users with a Professional or Analyst User License.
 - ix. *Solve.* The Solve Add-On is an extension of Tabulate. It generates prescriptive and optimization solutions based on User-designed decision models designed through Tabulate's no-code/low-code interface. The Solve Add-On can only be used by Users with a Professional User License.
 - x. *Multi-tenancy.* The Multi-tenancy Add-On allows separate entities - or tenants - to coexist on a single Main Server. Each tenant is a group of Users who share common access with specific privileges to the Software without being able to interact (or interrupt) the other tenants, their Users, their related activities, and their content.
- d. *Scope of License.* The Software is licensed, not sold. This Agreement only gives You some rights to use the Software. Pyramid reserves all other rights. You may use the Software only as expressly permitted in this Agreement unless applicable law gives You more rights despite this limitation. You must comply with all technical protections in the Software that only allow You to use it in certain ways. You agree that You will not, and will not permit others to:

- i. work around any technical protections in the Software;
- ii. reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits despite this limitation;
- iii. make more copies of the Software than specified in this Agreement and applicable Order Forms or as allowed by applicable law despite this limitation;
- iv. publish the Software for others to copy;
- v. rent, lease or lend the Software; or
- vi. use the Software to operate a service bureau or subscription service or for commercial software hosting services.

No rights other than those expressly set forth herein shall pass to You. All rights, title and interest in or to the Software and the Documentation and the intellectual property rights therein remain the exclusive property of Pyramid or its licensor. You will not knowingly do anything to impair Pyramid proprietary rights in the Software or seek to acquire or register any rights in Pyramid's proprietary marks, copyrights or information.

- e. *Multiplexing.* Your use of hardware or software to: (i) pool connections; (ii) re-route information; or (iii) reduce the number of devices or individuals that directly access or use the Software (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses that You are required to purchase in order to use or Run the Software.
- f. *Benchmarking and Competitive Analysis.* You will not disclose the results of any benchmark test of the Software without Pyramid's prior written consent. You will not permit the Software to be used for purposes of competitive analysis or the development of a competitive product.
- g. *Ownership of Pyramid's Trademarks and Service Marks:* You acknowledge and agree that Pyramid is the sole owner of all rights, title, and interest in and to its own trademarks and service marks, and that You shall not acquire any rights in such marks by virtue of this Agreement. You further agree that You will not remove or modify any Pyramid trademarks or service marks from the Software or any notice of Pyramid's proprietary rights, except if You have additionally licensed the White Label Add-On.
- h. *Third Party Software and Algorithms; Pyramid Marketplace.* Certain functionality in the Software, algorithms, or data sources may be made available to You within the Software and subject to additional Fees as set out in Your Order Form or require that You separately contract with a third-party software or data provider in order to fully use such functionality. In addition, Pyramid may make certain third-party algorithms or other content available through the Pyramid Marketplace. Such third-party algorithms and content are provided under separate terms between You and the third party, which Pyramid will make available to You for review prior to placing an order. Pyramid is not a party to the terms between You and such third parties. As such, Pyramid makes no representations or warranties with respect to such third-party providers or their offerings. You acknowledge and agree that Pyramid will have no obligation or liability with respect to Your contract with such third parties and that You are solely responsible for the use of any such third-party algorithms and content.
- i. *Transfer to a Third Party.* The rights granted to You in this Agreement are personal and may not be assigned or transferred to a third party without Pyramid's prior written consent.
- j. *Export Restrictions.* You acknowledge that the Software may be subject to certain export restrictions. You agree to comply with all applicable national and international laws that apply to Your use of the Software, as well as end user, end use and destination restrictions.
- k. *U.S. Government Restricted Rights.* The Software and Documentation are Commercial Computer Software and Commercial Computer Software Documentation and are licensed to U.S. government end users only as commercial items and only with those rights as are granted to all other end users under the terms and conditions set forth herein. Use, duplication or disclosure of the Software and Documentation by the U.S. Government or a U.S. Government contractor or subcontractor is subject to the restrictions set forth herein and as provided in FAR 12.211 and 12.212 (48 C.F.R. §12.211 and 12.212) or DFARS 227. 7202 (48 C.F.R. §227-7202) as applicable.
- l. *Verification and Reporting.* At Pyramid's written request, which shall be no more than once in each 12-month period, You agree to provide Pyramid with a signed statement: (a) verifying that the Software and

Documentation are being used pursuant to the provisions of this Agreement; and (b) identifying the number of Servers and number of Users using the Software. At Pyramid's written request and at a mutually agreed time, which shall be no more than once in each 12-month period, You agree to grant Pyramid access to Your sites in order to audit the use of the Software and Documentation. Such audit shall be conducted during Your regular business hours and without impairing Your business operations. If such audit establishes that You have used the Software or Documentation beyond the license grant set forth in this Agreement and in applicable Order Form(s), Pyramid reserves the right to charge You for the costs of performing the audit in addition to 125% of the standard list price for such additional use of the Software and Documentation.

- m. *Open Source.* The Software may incorporate, be distributed with, or depend upon, certain software or other intellectual property that may be considered "open source," "public use" or is otherwise subject to an open-source license ("**Open-Source Components**"). Any use of the Open-Source Components shall be governed by, and subject to, the terms and conditions applicable to use of the Open-Source Components. The Open-Source Components are listed in the "Read Me" file that accompanies the Software.
- n. *Telemetry.* Devices on which the Software is installed may periodically provide information to enable Pyramid to verify that the Software is properly licensed. This information includes the Software version, the end User's User account, product ID information and a machine ID. If the Software is not properly licensed, its functionality may be affected.

3. SUPPORT

Except as otherwise expressly set forth in an Order Form and Support Addendum to this Agreement, Pyramid does not provide support under the terms of this Agreement.

4. WARRANTY; DISCLAIMERS

4.1 Scope of Warranties. Pyramid warrants that the Software as provided by Pyramid will perform substantially as described in the Documentation for a period of twelve (12) months from the date of delivery of the License Key. The foregoing warranties do not apply to free trials.

4.2 Disclaimers. THE SOFTWARE IS COMPLEX COMPUTER SOFTWARE. ITS PERFORMANCE WILL VARY DEPENDING ON YOUR HARDWARE PLATFORM, SOFTWARE INTERACTIONS, THE CONFIGURATION OF THE SOFTWARE AND OTHER FACTORS. THE SOFTWARE IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS. PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT PYRAMID WILL CORRECT ALL ERRORS IN THE SOFTWARE. IN ADDITION, THE WARRANTY IN SECTION 4.1 ABOVE DOES NOT COVER, AND PYRAMID SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PROBLEMS CAUSED BY MODIFICATIONS OR CUSTOMIZATIONS TO THE SOFTWARE MADE BY YOU OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF, OR EVENTS BEYOND PYRAMID'S REASONABLE CONTROL. THE WARRANTIES STATED IN SECTION 4.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE SOFTWARE AND DOCUMENTATION. TO THE EXTENT PERMITTED BY LAW, PYRAMID EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT AN IMPLIED WARRANTY OR GUARANTEE CANNOT BE DISCLAIMED, IT WILL ONLY BE EFFECTIVE FOR THE TERM OF THE LIMITED WARRANTY.

4.3 Exclusive Remedies. For any breach of the warranties contained in Section 4.1, Your exclusive remedy, and Pyramid's entire liability, shall be to repair or replace the Software so that it operates as warranted. If Pyramid is unable to repair or replace the Software, You will be entitled to terminate this Agreement and recover any pre-paid but unused license fees.

5. INTELLECTUAL PROPERTY INFRINGEMENT/INDEMNIFICATION

5.1 Infringement Indemnification. Pyramid shall defend, indemnify and hold You and Your employees, officers and directors harmless at Pyramid's sole cost and expense, for any claim, suit or proceeding brought against You which alleges that the Software, as delivered and used in accordance with the terms of this

Agreement, infringes any third-party patent, copyright or other intellectual property right. Pyramid will pay the amount of any adverse final judgment or settlement, provided that You give Pyramid written notice promptly following receipt of notice of such claim, suit or proceeding, and full information and reasonable assistance in its defense or settlement. Pyramid shall be entitled to direct such defense and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit, provided that any settlement intended to bind You shall not be final without Your written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, the foregoing obligations do not apply to free trials.

5.2 Limitations on Indemnity Obligations. Pyramid shall have no liability for any claim of infringement based upon: (i) modification of the Software by any party other than Pyramid; (ii) use by You of a superseded or altered release of the Software or Documentation if such infringement would have been avoided by the use of a current unaltered release of the Software or Documentation that Pyramid provides to You; (iii) the combination, operation or use of Software furnished under this Agreement with any software, data, hardware or other materials not furnished by Pyramid if such infringement would have been avoided by the use of the Software and Documentation without such software, data, hardware or other materials or data; or (iv) any trade secret claim, where You acquire the trade secret: (A) through improper means; (B) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (C) from a person (other than Pyramid) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You agree to defend and hold Pyramid and its licensors, and their respective employees, officers and directors harmless against any loss, cost or expenses incurred as a result of a claim based on the foregoing.

5.3 Remedies. Without in any way limiting Pyramid's obligations to indemnify and defend You under Section 5.1, if an injunction is obtained in such action against Your use of the Software, Pyramid shall, at its option and expense, either: (i) obtain for You the right to continue to use the Software; (ii) replace the Software with a product with substantially equivalent functionality; or (iii) modify the Software so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then Pyramid shall refund all prepaid but unused license fees paid for the infringing Software. This Section 5.3 states Pyramid's entire liability and Your exclusive remedy for infringement.

6. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. PYRAMID'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEES PAID FOR THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE TRIALS, PYRAMID'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES WILL BE LIMITED TO €5.00. THE FOREGOING LIMITATION WILL NOT APPLY TO LIABILITY CAUSED BY PYRAMID'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

7. TERM AND TERMINATION.

You will have the rights set forth herein for the period of Your subscription as set forth in the Order Form(s) provided that You comply with the terms of this Agreement. This Agreement automatically terminates if You breach its terms and such breach is not cured within thirty (30) days of Pyramid's written notice of breach or if such breach is not able to be cured. Sections 4.2, 4.3, 6, 7, 8 and 9 will survive any termination of this Agreement.

8. DESTRUCTION OF SOFTWARE UPON TERMINATION OF LICENSE.

If any license granted under this Agreement is terminated in accordance with the terms of this Agreement, You must immediately cease using the Software and Documentation and within thirty (30) days destroy all copies in Your possession or under Your control. This requirement applies to copies of the Software in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials.

9. GENERAL

9.1 Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email to the contacts set forth on the Order Form. Notices for termination or an indemnifiable claim (“Legal Notices”) must be clearly identifiable as Legal Notices. Billing-related notices to You will be addressed to the relevant billing contact designated by You on the Order Form. All other notices to You will be addressed to the relevant Software system administrator designated by You on the Order Form.

9.2 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 (together with all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination by You, Pyramid will refund to You any prepaid but unused fees allocable to the remainder of the term of Your subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.3 Severability. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.

9.4 Waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

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

9.6 Entire Agreement. This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

9.7 Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under: (a) the laws of the State of New York, U.S. if You are located in North or South America, (b) the laws of Germany if You are located in Germany, Austria, or Switzerland, (c) the laws of England and Wales if You are located anywhere else. All disputes arising in relation to this agreement shall be submitted to, and the Parties hereby consent to, the exclusive jurisdiction of the courts located in (i) the Borough of Manhattan, New York when the laws of the State of New York apply, (ii) Berlin, Germany when the laws of Germany apply, or (iii) London, England when the laws of England and Wales apply, all without giving effect to any principles of conflicts of laws. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

9.8 Attorney’s Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement and shall survive and not be merged into any such judgment.

9.9 Informal Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to

resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Pyramid's account executive, Your equivalent representative and Your Chief Information Officer or equivalent. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.