Simeio Solutions, LLC, including an applicable affiliate identified in an Order Form, ("Simeio") is granting You, in accordance with these SaaS Terms and Conditions ("SaaS Terms"), the right to use the software, Simeio IO, and Simeio will provide certain software and services to You as described in these SaaS Terms. Simeio reserves the right to change these terms and conditions at any time with or without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately.

1.   <u>**Definitions.**</u>

　　1.1　"**Affiliate**" means any company or entity that is under common control with, a subsidiary of, or a parent company to the Party.

　　1.2　**"Applicable Data Protection Laws"** means all applicable privacy and data protection laws, their implementing regulations, regulatory guidance and secondary legislations, each as updated or replaced from time to time, including: (a) the General Data Protection Regulation (EU 2016/679) (the "GDPR") and any applicable national implementing laws; (b) the UK General Data Protection Regulation ("UK GDPR") and the UK Data Protection Act 2018; (c) the Privacy and Electronic Communications Directive (2002/ 58/ EC) and any applicable implementing laws, including the Privacy and Electronic Communications Regulations 2003 (SI 2003/ 2426) ("EC Directive"); (d) the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); (e) U.S. legislation (e.g. the California Consumer Privacy Act ("CCPA") and the California Privacy Rights Act ("CPRA"); and (f) any other laws that may be applicable.

　　1.3　"**Authorized User**" means employees, agents, consultants, contractors, or vendors authorized by You to use Simeio IO solely for Your, and to the extent applicable, Your Affiliate's internal use subject to the terms and conditions of these SaaS Terms.

　　1.4　**"Business Day"** means Monday through Friday, except any legal public holidays as defined in conjunction with the governing law of these SaaS Terms.

　　1.5　**"Claim"** means any third-party suit, claim, action, or demand.

　　1.6　**"Confidential Information"** means: (a) Simeio IO (which is Confidential Information of Simeio); (b) any Customer Data (which is Your Confidential Information); (c) any information of a party that is disclosed in writing or orally and is designated as Confidential or proprietary at time of disclosure (and, for oral disclosures, summarized in writing within thirty (30) days of initial disclosure and delivered in written summary form to the receiving party), or that, due to the nature of the information or circumstances of disclosure, receiving party would understand it to be disclosing party's confidential information; and (d) the specific terms of SaaS Terms, in connection with any Order Form, and any amendment or attachment to any of these, between the parties (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: (i) is or becomes generally known to the public through no fault or breach of these SaaS Terms by receiving party; (ii) was already rightfully in receiving party's possession, without restriction on use or disclosure, when receiving party received it under these SaaS Terms; (iii) is independently developed by receiving party without use of disclosing party's Confidential Information; or (iv) was or is rightfully obtained by receiving party, without restriction on use or disclosure, from a third party not under a duty of confidentiality to disclosing party. For the avoidance of doubt, Confidential Information includes trade secrets.

　　1.7　**"Customer Data"** means electronic data uploaded by or for You or Your agents, employees, or contractors, and processed in Simeio IO, but excluding Simeio Materials including but not limited to Simeio IO and any Confidential Information of Simeio.

　　1.8　**"Documentation"** means the then-current service description for Simeio IO.

　　1.9　**"Intellectual Property Rights"** means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

　　1.10 **"Law"** means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.

　　1.11 **"Order Form"** means a written document that specifies the period of authorized access to and terms of use of Simeio IO.

　　1.12 **"Simeio IO"** means the software as a service product identified in the Order Form and subject to these SaaS Terms.

　　1.13 **"Simeio Material"** means (a) Simeio's proprietary software products including Simeio IO; (b) any generic routines or code that have general application to Simeio's proprietary software (even if resulting from work performed as part of Simeio IO and/or the Services and would otherwise constitute Work Product); (c) software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables, or any portions of the foregoing, and all Intellectual Property Rights

therein, that Simeio created or creates, whether alone or jointly, unrelated to Simeio IO and/or the Services or that do not result from Simeio IO and/or the Services; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

1.14 **"Subscription Term"** means the period of authorized access to and use of Simeio IO, as set forth in an Order Form.

1.15 **"Support Services"** means the maintenance and support services provided in connection with Simeio IO, and any additional support services which may be purchased by You.

1.16 **"You" or "Your"** means the entity executing the Order Form including any Affiliate designated in the Order Form. You will be fully responsible for the performance of all of Your Affiliates' obligations under this these SaaS Terms.

2.   Grant of License; Access and Use Rights; Restrictions

2.1 <u>Grant of License</u>. In consideration of the license fees paid as stated in the Order Form and these SaaS Terms, Simeio grants You a non-exclusive, non-transferable license to use (and to permit the Authorized Users to use) Simeio IO during the Subscription Term, solely for Your internal business purposes and in accordance with the Documentation. Except for the license granted pursuant to these SaaS Terms, all rights, title, and interest in and to Simieo IO, the Documentation, and any derivative works related thereto, are hereby expressly reserved

2.2 <u>Access and Use Rights</u>. You will not otherwise access or use Simeio IO in a manner that exceeds Your authorized access and use rights as set forth in these SaaS Terms and the applicable Order Form. You may make a reasonable number of copies of the Documentation. You may not make a copy of Simeio IO.

2.3 <u>Service Locations.</u> Simeio will host Your instance of Simeio IO at the service location that is geographically closest to Your legal jurisdiction and shall take reasonable steps to avoid hosting in a service location that would result in the export of Customer Data. Simeio reserves to change the service location at any time, without advance notice, and for any reason in Simeio's absolute and sole discretion.

2.4 <u>Restrictions</u>. You shall not (directly or indirectly) and will not permit others (including Your Authorized Users) to: (a) use Simeio IO in excess of contractual usage limits (including as set forth in the applicable Order Form), or in a manner that circumvents usage limits or technological access control measures; (b) license, sub-license, sell, resell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in the applicable Order Form; (c) access it for the purpose of developing or operating products or services for third-parties in competition with those offered by Simeio; (d) disassemble, reverse engineer, or decompile it; (e) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these SaaS Terms; (f) remove or modify a copyright or other proprietary rights notice in it; (g) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; (h) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (i) access or disable Simeio's or third-party data, software, or network. Before You engage in any of the foregoing acts that You believes You may be entitled to, You agree to seek the express written approval of Simeio.

2.5 <u>Use Verification</u>. Simeio, or any other authorized party Simeio designates, may from time to time remotely review Your use of Simeio IO, and upon Simeio's written notice, You will provide reasonable assistance and access for Simeio verify Your compliance with these SaaS Terms. If Simeio determines that You have exceeded your permitted access and use rights to Simeio IO or otherwise are not in compliance with these SaaS Terms, then Simeio will notify You and within thirty (30) days thereafter You shall take prompt action to remediate the noncompliance, including purchasing additional subscriptions commensurate with Your actual use.

3.   Additional Services. You and Simeio may provide for the performance of additional professional services related to Simeio IO. Any such services will be specified on an Order Form and are subject to Professional Services Terms and Conditions available at https://simeio.com/category/resources/legal/.

4.   Reseller Orders. Simeio may designate other third-parties to resell Simeio IO ("Resellers"). Such Resellers shall specify the price and payment terms for Simeio IO but are not authorized to make any changes to these SaaS Terms or to bind Simeio to any additional or different terms or conditions. Simeio is not a party to any Reseller orders, and Simeio has no obligation to perform any professional services unless it has an Order Form from You. Further, Simeio is not obligated to provide Simeio IO if purchased from a Reseller, until such time that the Reseller has executed an appropriate Order Form.

5.   Price, Payment Terms and Taxes.

5.1 <u>Price</u>. The price for Simeio IO and/or any professional services shall be specified on the Order Form.

5.2 <u>Payment Terms</u>. The payment terms for Simeio IO and/or any professional services shall be specified on the applicable Order Form. Payments which are not received when due will bear interest at the lesser of the maximum amount chargeable by law or 1½% per month commencing with the date payment was due.

5.3 <u>Taxes.</u> The fees and charges covered by these SaaS Terms are exclusive of any taxes imposed or levied by a relevant tax authority. To the extent required, Simeio shall include or separately invoice You and remit such taxes to the relevant taxing authority. For any Reseller orders, the Reseller shall be responsible for collecting and remitting any required taxes to the relevant taxing authority.

6. Intellectual Property Rights.

6.1 <u>Simeio's Ownership</u>. Simeio exclusively owns all right, title, and interest in and to all Intellectual Property Rights in Simeio IO. Except for the access and use rights, and licenses expressly granted in these SaaS Terms. Simeio does not grant You any rights (express, implied, by estoppel, through exhaustion, or otherwise). Simeio IO delivered to You or to which You are given access shall not be deemed to have been sold, even if, for convenience, and any references to words such as "sale" or "purchase" in the Order Form shall not have any effect on these SaaS terms.

6.2 <u>Feedback</u>. Simeio encourages You and Your Authorized Users to provide suggestions, proposals, ideas, recommendations, request enhancements and/or other feedback regarding improvements to Simeio IO (collectively, "Feedback"). To the extent You or any of Your Authorized Users provide Simeio with Feedback, You and You on behalf of Your Authorized Users grant Simeio a royalty-free, fully paid, sublicensable, transferable non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into Simeio IO) without restriction.

7. Confidentiality.

7.1 <u>Confidentiality</u>. Each party (the "**Receiving Party**") acknowledges that it will have access to Confidential Information and may access trade secrets of the other party (the "**Disclosing Party**"). The Receiving Party agrees to use the Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights in connection with these SaaS terms. The Receiving Party agrees to discuss or transmit Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in these SaaS Terms. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements will remain in effect with respect to the information exchanged thereunder.

7.2 <u>Security Precautions</u>. The Receiving Party will take commercially reasonable security precautions to prevent unauthorized use and disclosure of Confidential Information of the Disclosing Party and will use at least the same degree of care the Receiving Party employs with respect to its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party will take commercially reasonable measures to not permit unauthorized access to the Confidential Information of the Disclosing Party.

7.3 <u>Duration and Exceptions</u>. With regard to Confidential Information, the obligations in this Section will continue for the Term and for a period of three (3) years thereafter. With regard to a trade secrets, the obligations in this Section will continue for so long as such information constitutes a trade secret under applicable law. The Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not apply to the extent such Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of these SaaS Terms by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or (d) were received from a third party without knowledge of obligations of confidence and without breach of these SaaS Terms. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

7.4 <u>Residuals</u>. These SaaS Terms will not be construed to limit Simeio's right to independently develop or acquire ideas, inventions, technology, and other creations without use of Your Confidential Information or Intellectual Property Rights.

7.5 <u>Injunctive Relief</u>. In the event of any breach of this Section, the parties agree that the non-breaching party will suffer irreparable harm for which money damages may not be an inadequate remedy. Accordingly, without the necessity of posting a bond, the non-breaching party will be entitled to seek injunctive relief, in addition to any other available remedies at law or in equity.

7.6 <u>No Confidentiality Violations</u>. A party's confidentiality obligations to any third party will not be violated by any of such Party's disclosures hereunder.

7.7 Data Processing Addendum. The parties' agreement with respect of the processing of personal information submitted to Simeio IO to comply with Applicable Data Protection Laws is described in the Data Processing Addendum incorporated into these SaaS Terms and available https://simeio.com/category/resources/legal/.

8.   Warranties; Disclaimers of Warranties

8.1 Limited Subscription Services Warranty. Simeio warrants that, during the Subscription Term, Simeio IO will materially conform with the Documentation. To submit a warranty claim under this Section, You must submit a support request to resolve the non-conformity as provided in the Documentation. If the non-conformity persists without relief more than thirty (30) days after notice of a warranty claim provided to Simeio, the Simeio will provide You with a *pro rata* credit for each month that the non-conformity persists. Notwithstanding the foregoing, this warranty will not apply to any non-conformity due to the use of Simeio with another product, some other modification of or defect in Simeio IO that is made or caused by any person other than Simeio or a person acting on Simeio's behalf.

8.2 Pass Through Warranties. To the extent Simeio IO includes any third party materials, Simeio will passthrough all applicable warranties and indemnities, and nothing in these SaaS Terms shall limit Your rights

8.3 Disclaimer. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SIMEIO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO SIMEIO IO OR SAAS TERMS. SIMEIO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. SIMEIO DOES NOT WARRANT THAT SIMEIO IO IS OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF SIMEIO IO WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH SIMEIO IO CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGES AND AGREE (A) THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS SECTION AND (B) THAT YOU HAVE READ AND UNDERSTOOD THIS SECTION, WHICH SETS FORTH SIMEIO'S OBLIGATIONS WITH RESPECT TO WARRANTY CLAIMS.**

9.   Infringement Indemnities.

9.1 Infringement Indemnity. Subject to the limitations set forth in Section 10 below, Simeio shall defend and indemnify You from and against any and all Claim resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Your use of Simeio IO in accordance with these SaaS Terms and the Documentation.

9.2 Procedure. Simeio's obligation to defend and indemnify will only become effective upon and are subject to: (a) Your prompt written notification to Simeio of any Claims, (b) Simeio is provided with the full and complete control of the defense, is provided with the authority to settle the Claim, is provided information necessary for the defense of the Claim, and You reasonably corporate with Simeio in defending or settling the Claim, provided that Simeio will not enter into any settlement that admits any wrongdoing on Your behalf, without your prior express written consent.

9.3 Exclusions. Simeio's indemnification obligation will not apply in the event that a Claim arises from or relates to: (a) use of Simeio IO not in accordance with the Documentation and these SaaS Terms, (b) use of Simeio IO in violation of any applicable laws, (c) any modification, alteration or conversion of Simeio IO not created by or approved in writing by Simeio, (d) combination with any third party hardware, software, database or materials where, absent such combination, the Simeio IO would not be infringing, (e) You settle or agree to settle any Claim without Simeio's prior written consent, (f) Your negligence or willful misconduct, (g) You refusal to effectuate any update or version of Simeio IO.

9.4 Remedies. In the event that Simeio reasonably believes that Your use of Simeio IO is likely to become the subject of a claim of infringement or Your use of Simeio IO becomes the subject of a Claim, Simeio may, at its sole discretion and expense, (a) procure the right for You to continue using Simeio IO, (b) replace or modify Simeio IO to make it non-infringing, or if the foregoing are in Simeio's sole discretion commercially unreasonable, (c) terminate the remaining Subscription Term and refund the amounts paid for the unused infringing portion.

10.   Limitation of Liability.

10.1 Exclusion of Damages. **IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE, DELAY OR MALFUNCTION) REGARDLESS OF THE FORM OF ACTION (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.**

10.2 Limitation of Liability. **EXCEPT FOR SIMEIO'S INDEMNIFICATION OBLIGATIONS, A PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF SIMEIO IO OR THESE SAAS TERMS (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT**

LIABILITY OR OTHERWISE) WILL IN NO EVENT EXCEED THE FEES PAID DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO SUCH CLAIM. SIMEIO'S MAXIMUM LIABILITY WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED $1 MILLION.

11.   Term and Termination.

11.1   Term. These SaaS Terms shall remain in effect during the Subscription Term, including any extension thereof.

11.2   Termination through Insolvency. Either party may immediately terminate an Order Form and the SaaS Terms upon written notice to the other party in the event that (a) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors, or (b) a substantial part of the other party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency.

11.3   Termination for Cause. Either party may terminate an Order Form and these SaaS Terms if the other party materially breaches the Order Form or these SaaS Terms, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching Party.

11.4   Effect of Termination. On termination or expiration of the Subscription Term and these SaaS Terms, You and Your Authorized Users will stop accessing and using Simeio IO, and Simeio will stop providing, Simeio IO and all related rights granted to You in these SaaS Terms will terminate immediately, automatically, and without notice.

11.5   Return of Customer Data. Upon the termination or expiration of the Subscription Term and these SaaS Terms and upon Your written request, Simeio will provide a copy of the Customer Data in Simeio IO to You in Simeio's standard database export format at no additional charge. You must submit such request to Simeio within Forty-five (45) days after such termination or expiration. Simeio is not obligated to maintain or provide any Customer Data after such 45-day period has expired and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, and delete Your instances of Simeio IO.

11.6   Survival. Sections 1, 2.4, 5.3, 6-10, 11.4, 11.5, and 12-14, together with any other terms required for their construction or enforcement, will survive termination or expiration of these SaaS Terms.

12.   Export Control. You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. You agree that You will not export or re-export Simeio IO, including but not limited to the Documentation, in any form, without any applicable United States and foreign governmental licenses. You agrees that Your obligations pursuant to this Section will survive and continue after any termination or expiration of the Subscription Term and these SaaS Terms.

13.   Commercial Computer Software. If You are an agency or contractor of the United States Government, You acknowledge and agree that Simeio IO (including any software forming a part thereof) was developed entirely at private expense, constitutes proprietary data belonging to Simeio, is not in the public domain, and constitutes "Commercial Computer Software" as such term is defined in in sub-paragraph (a)(1) of DFAR section 252.227-7014 or FAR Part 12.212. You shall not provide any rights in Simeio IO to any U.S. Government agency or any other party except as expressly provided in the Order Form.

14.   General

14.1   Dispute Resolution; Governing Law. The parties will make diligent efforts through negotiation to settle any disputes arising out of or related to these SaaS Terms, including escalating the issues to their respective senior or executive management. The laws of the State of Georgia will govern the Order Form and SaaS Terms, including any disputes arising from or related hereto, without reference to conflicts of law rules or principles. The Parties expressly consent and submit to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with these SaaS Terms or any Order Form, in any state or federal court located in Fulton County, Georgia.

14.2   Limitation Period. Neither party may bring an action, regardless of form, arising out of an Order Form and these SaaS Terms more than two (2) years after the cause of action has arisen or the date such cause of action was or should have been discovered.

14.3   Aggregate Data. You hereby acknowledge and agree that Simeio may anonymously aggregate Customer Data and data with content and data from other clients ("**Data Aggregations**") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Simeio will redact Customer Date in such a way as to not divulge Your Confidential Information. All Data Aggregations will be the sole and exclusive property of Simeio.

14.4   Force Majeure. Simeio is not, and may not be construed to be, in breach of these SaaS Terms for any failure or delay in fulfilling or performing, when and to the extent such failure or delay is caused by or results from acts, whether in full or in part, beyond Simeio's reasonable control, including: strikes, lock-outs, or other industrial

disputes; trespass, sabotage, theft or other criminal acts export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "Force Majeure Event"). Simeio will use reasonable efforts to mitigate the effects of such Force Majeure Event.

14.5   Assignment. Neither party will assign, transfer, or otherwise delegate any of its rights, duties, or obligations under these SaaS Terms in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent will not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) will be void; except that Simeio may delegate any of its rights, duties, or obligations to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise). These Saas Terms will be binding upon and will inure to the benefit of the parties hereto and their successors and permitted assigns.

14.6   No Modification or Waiver. These Saas Terms may only be modified, supplemented, or deviated from by a writing executed by an authorized representative of both parties. No delay or omission by either party to exercise any right or power it has under these SaaS Terms will impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant will not be construed to be a waiver of any subsequent breach or any other covenant. All waivers must be signed by an authorized representative of the party waiving its rights.

14.7   Construction. Simeio is obligated to provide Simeio IO only in the English language, unless otherwise agreed in writing. The parties have expressly requested that the Order Form, SaaS Terms and all related documents be drafted in English. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. These SaaS Terms have been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14.8   Severability. In the event that any provision of these SaaS Terms is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of these SaaS Terms, and the application of such provision in any other circumstances, will not be affected thereby.

14.9   Notices. All official notices (including any notices regarding breach, termination, renewal, *etc*.) required or permitted hereunder will be in writing and will be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice will be deemed given (a) when so delivered personally; (b) the day after, when sent by next day express mail or courier; or (c) three (3) business days after, when sent by certified or registered mail to a party at the address specified on the Order Form.

14.10   No Third-Party Beneficiaries. The parties to these SaaS Terms are set forth on the Order Form. No other person or entity will be a direct or indirect beneficiary of or will have any direct or indirect cause of action or claim in connection with these SaaS Terms.

14.11   Marketing. You agree that Simeio may reference Your execution of the Order Form and its status as licensee of Simeio IO in marketing materials and in sales presentations. Simeio may use Your trade names and trademarks in connection with such usage.

14.12   Entire Agreement. The Order Form and these SaaS Terms (including any addenda, exhibits, and attachments, which are hereby incorporated herein by reference) constitutes the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter hereof.

14.13   Relationship. The parties are independent contractors. Nothing in the Order form or these SaaS Terms will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party's name or on its behalf.

14.14   Country Specific Provisions. Any country-specific provisions will replace or supplement the equivalent provisions of the SaaS terms as set forth in an applicable addendum and depending on the domicile of Customer.

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