



TERMS OF SERVICE

PLEASE NOTE THAT THESE TERMS SHALL GOVERN YOUR USE OF THE SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

These Terms of Service, including all attachments, exhibits, schedules, addenda, (this “**Agreement**”), are entered into by and between Idalto Limited, a company established under the laws of Cyprus with its principal place of business at 1, Lampousas Street 1095 Nicosia, Cyprus (“**Bryq**”) and the organization on whose behalf you are agreeing to this Agreement, as set forth in the Order Form (“**Customer**”) (each a “**Party**” and together the “**Parties**”). This Agreement shall be effective on the date the initial Order Form is fully executed by the parties (the “**Effective Date**”). By registering for and/or accessing, using, or subscribing to use the Service, or otherwise affirmatively manifesting your intent to be bound by this Agreement, you represent and warrant that you have: (a) all necessary rights and authority necessary to enter into this Agreement on behalf of Customer; and (b) read, understood, and agree to be bound by this Agreement on Customer’s behalf, as well as all other agreements referenced herein and any future modification hereto.

1. Access and Use

1.1. Access and Use. Subject to payment of all applicable fees set forth in the Order Form and the terms and conditions of this Agreement, Bryq grants Customer, during the Subscription Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Service as well as any information and results generated through the Service, such as Participant assessment results, solely for Customer’s and its Affiliates’ internal business purposes in accordance with the applicable Order.

1.2. Access and Use Restrictions. Customer shall not (directly or indirectly): (a) copy or reproduce the Service except as permitted under this Agreement; (b) remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the Service or Bryq Intellectual Property; (d) assign, sell, resell, sublicense, rent, lease, time-share, distribute or otherwise transfer the rights granted to Customer under this Agreement to any third party except as expressly set forth herein; (e) modify, reverse engineer or disassemble the Service; (f) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Service, attempt to recreate the Service or use the Service for any competitive or benchmark purposes; (g) create, translate or otherwise prepare derivative works based upon the Service, or Bryq Intellectual Property; (h) interfere with or disrupt the integrity or performance of the Service; (i) attempt to gain unauthorized access to the Service or its related systems or networks,

or perform unauthorized penetration testing on the Service; (j) use the Service in a manner that infringes on the Intellectual Property rights, publicity rights, or privacy rights of any third party, or to store or transfer defamatory, trade libelous or otherwise unlawful data.

1.3. Login Access to the Service. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the Service, (ii) that such Authorized Users have been trained in proper use of the Service, and (iii) proper usage of passwords, tokens and access procedures with respect to logging into the Service. Bryq reserves the right to refuse registration of, or to cancel, login IDs that it reasonably believes to violate the terms and conditions set forth in this Agreement, in which case Bryq will promptly inform Customer in writing of such refusal or cancellation. In addition to the rights set forth in this Agreement, Bryq may suspend Customer's access and use of the Service if there is an unusual and material spike or increase in Customer's use of the Service and Bryq reasonably suspects or knows that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Service. Bryq will provide notice prior to such suspension if permitted by applicable law or unless Bryq reasonably believes that providing such notice poses a risk to the security of the Service. Bryq will promptly reinstate Customer's access and use once the issue has been resolved.

1.4. Trial Services. If Customer is using a free trial, a proof of concept version of the Service, a beta version of the Service, or using the Service on any other free-of-charge basis as specified in an Order Form including any related support services to the extent provided by Bryq in its sole discretion (collectively, "**Trial Services**"), Bryq makes such Trial Services available to Customer until the earlier of: (i) the end of the free trial or proof of concept period or beta testing period as communicated by Bryq or specified in an Order; (ii) the start date of any purchased version of such Service; or (iii) written notice of termination from Bryq ("**Trial Services Period**"). Bryq grants Customer, during the Trial Services Period, a non-exclusive, non-transferable right to access and use the Trial Services for Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement. Customer is authorized to use Trial Services only for evaluation and not for any business or productive purposes, unless otherwise authorized by Bryq in writing. Any data Customer enters into the Trial Services and any configurations made to the Trial Services by or for Customer during the term of such Trial Services will be permanently lost unless Customer: (a) has purchased a subscription to the same Service as covered by the Trial Services; or (b) exports such data or configurations before the end of such free period. There is no guarantee that features or functions of the Trial Services will be available, or if available will be the same, in the general release version of the Service, and Customer should review the Service features and functions before making a purchase. Bryq will be under no obligation to provide Customer any maintenance or support services with respect to the Trial Services. Notwithstanding anything to the contrary, Bryq provides the Trial Services "as is" and "as available" without any warranties or representations of any kind. To the extent permitted by law, Bryq disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Customer assumes all risks and all costs associated with its use of the Trial Services. Customer's sole and exclusive remedy in case of any dissatisfaction or Bryq's breach of the Agreement with respect to such Trial Services is termination of the

Trial Services. Any obligations on behalf of Bryq to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Trial Services.

1.5. Support Services. During the Subscription Term, Bryq will provide Support Services to the Customer in accordance with the purchased support services level, detailed in the Order Form.

2. Fees and Payment

2.1. Fees and Payment. All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of date of invoice, unless otherwise specified in the applicable Order Form. Except as expressly set forth in an Order Form: (a) payment obligations are non-cancelable and fees are non-refundable, unless specifically provided herein; and (b) Customer may not decrease the purchased number of subscription rights during the applicable Subscription Term.

2.2. Effect of Nonpayment. This Agreement or Customer's access to the Service may be suspended or terminated if Customer's account falls into arrears. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law, plus all collection costs.

2.3. Taxes. All fees stated on Order Form are exclusive of any taxes, levies, or duties ("Taxes"), and Customer will be responsible for payment of all such Taxes excluding taxes based solely on Bryq income. Unless Customer provides Bryq a valid state sales/use/excise tax exemption certificate, Customer will pay and be solely responsible for all Taxes. Bryq may invoice Taxes in accordance with the applicable law together on one invoice or a separate invoice. Bryq reserves the right to determine the Taxes for a transaction based on Customer's "bill to" or "ship to" address, or other information provided by Customer on the location of Customer's use of the Service. Customer will be responsible for any Taxes, penalties or interests that might apply based on Bryq's failure to charge appropriate tax due to incomplete or incorrect location information provided by Customer. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of the Service under this Agreement, Customer shall increase the sum paid to Bryq by an amount necessary for the total payment to Bryq equal to the amount originally invoiced.

3. Rights in Intellectual Property

3.1. Intellectual Property. Except for the rights granted in this Agreement, all rights, title, and interest in and to Service, and Bryq Intellectual Property are hereby reserved by Bryq, its Affiliates or licensors. Except as provided for herein, all rights, title, and interest in and to Customer Intellectual Property are hereby reserved by Customer, its Affiliates or licensors. Nothing in this Agreement shall transfer ownership of any Intellectual Property rights from one Party to the other.

3.2. Customer Data. Customer owns all right, title and interest in all Customer Data. Nothing in this Agreement shall be construed to grant Bryq any rights in Customer Data beyond those expressly

provided herein. Customer grants Bryq and its Affiliates the limited, non-exclusive, worldwide license to view and use the Customer Data solely for the purpose of providing the Service.

3.3. Usage Data and Suggestions. Bryq shall be permitted to collect and use the Usage Data for its reasonable business purposes and for Customer's benefit. In the event Bryq wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymized and/or presented in the aggregate so that it will not identify Customer or its Authorized Users. The foregoing shall not limit in any way Bryq's confidentiality obligations pursuant to section 5 below. To the extent that Customer provides Bryq with Suggestions, such Suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Bryq pursuant to this Agreement and may be implemented by Bryq in its sole discretion. Customer acknowledges that any Bryq products or materials incorporating any such Suggestions shall be the sole and exclusive property of Bryq.

4. Term and Termination

4.1. Term. This Agreement will be effective upon signature by both Parties and shall remain in force during the applicable Subscription Term of the Service unless or until terminated by either Party pursuant to this section.

4.2. Termination. Either Party may terminate this Agreement (or any affected Order Form) (a) upon the other Party's material breach that remains uncured for thirty (30) days following notice of such breach, except that termination will take effect on notice in the event of a breach of Section 1.2 ("Use Restrictions") or 5 ("Confidential Information"); or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (and not dismissed within sixty (60) days thereafter). Bryq reserves the right to suspend Customer's access to the applicable Service upon 30 days' written notice to Customer if: (a) an invoice is more than sixty (60) days past due; or (b) if there is an uncured material breach of this Agreement. Bryq will promptly reinstate Customer's access and use of the Service once the issue has been resolved. Upon termination or expiration of the Agreement or an Order Form, (x) any accrued rights and obligations will survive; (y) all outstanding fees and other charges under the Agreement or Order Form (as applicable) will become immediately due and payable, and (z) Customer will have no further right to access or use the applicable Service.

4.3. Effects of Termination/Expiration. Upon termination or expiration of an applicable Subscription Term: (i) Customer will have no further right to access or use the Service; and (ii) each Party shall within thirty (30) days after written request return or destroy any tangible Confidential Information of the other Party within its possession or control that is not contained on the Service. Following termination of the Service, Bryq may immediately deactivate Customer's account.

4.4. Effect of Termination. Upon early termination of this Agreement by Customer for Bryq's uncured material breach, Customer is entitled to a prorated refund of prepaid fees relating to the Service

applicable to the remaining period in the applicable Subscription Term. Upon expiration or termination of this Agreement by Bryq for Customer's uncured material breach, fees relating to the Service applicable to the duration of any applicable Subscription Term will be immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and Bryq's obligation to provide the Service will terminate; and (b) any payment obligations accrued pursuant to this Agreement, as well as the provisions of Section 5, 8, 9, and 10 of this Agreement will survive such expiration or termination.

5. Confidentiality

5.1. Confidential Information. The Parties acknowledge that each may disclose certain valuable confidential and proprietary information to the other Party. The receiving Party may only use the disclosing Party's Confidential Information to fulfill the purposes of this Agreement. The receiving Party will protect the disclosing Party's Confidential Information by using at least the same degree of care as the receiving Party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure or publication of such Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to its (and its Affiliates) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially similar to those contained herein. This section 5 supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to Confidential Information and is a complete and exclusive statement thereof.

5.2. Exceptions. Information will not be deemed Confidential Information if it: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of or reliance upon the disclosing Party's Confidential Information, and the receiving Party can provide evidence to that effect. The receiving Party may disclose Confidential Information pursuant to the requirements of a court, governmental agency or by operation of law but shall (to the extent permissible by law) limit such disclosure to only the information requested and give the disclosing Party prior written notice sufficient to permit the disclosing Party to contest such disclosure.

5.3. Advertising and Publicity. Neither Party shall make or permit to be made any public announcement concerning the existence, subject matter or terms of this Agreement or relationship between the Parties without the prior written consent of the other Party except as expressly permitted in this section. Customer grants Bryq and its Affiliates during the term of the Agreement the right to use Customer's trade names, logos, and symbols ("Customer Marks") in its public promotional materials and communications for the sole purpose of identifying Customer as a Bryq customer. Bryq shall not modify

the Customer Marks, or display the Customer Marks any larger or more prominent on its promotional materials than the names, logos, or symbols of other Bryq customers. The foregoing promotional materials and communications may be created, displayed, and reproduced without Customer's review, provided that they are in compliance with this section and any Customer Marks usage guidelines provided by Customer to Bryq in writing.

6. Security and Processing of Personal Data

6.1. Customer Data. Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the Service; (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with Bryq (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.

6.2. Bryq Data. Bryq is solely responsible for: (i) providing notice to Participants with regards to how Bryq Data will be collected and used for the purpose of the Service; (iii) ensuring Bryq has a valid legal basis for processing Bryq Data and for sharing Bryq Data with the Customer (to the extent applicable); and (iv) ensuring that the Bryq Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.

6.2. Data Protection Laws. The Parties shall comply with their respective obligations under the Applicable Data Protection Laws. In particular, if Customer is established in the European Economic Area ("EEA"), in the United Kingdom ("UK") or in California, or will, in connection with the Service, provide Bryq with personal data relating to an individual located within the EEA, the UK or California, the Parties shall sign a Data Processing Agreement, which in such case is hereby incorporated into this Agreement.

6.3. Security of Customer Data. Bryq shall: (i) ensure that is has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; (ii) have measures in place designed to protect the security and confidentiality of Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement. Bryq shall not materially diminish its security controls with respect to Customer Data during a particular Service term.

7. Warranties

7.1. Limited Warranty. Bryq warrants that during the Subscription Term the Service will operate in substantial conformity with the applicable Documentation. In the event of a material breach of the foregoing warranty, Customer's exclusive remedy and Bryq's entire liability, shall be for Bryq to use commercially reasonable efforts to correct the reported non-conformity within thirty (30) days, or if Bryq determines such remedy to be impracticable, Bryq at its discretion, may terminate the applicable Order

Form and Customer will receive, as its sole remedy, a refund of any fees Customer has prepaid for use of the Service for the terminated portion of the applicable Subscription Term. The warranty set forth in this Section 7.1 shall not apply if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or any use provided on a no-charge or evaluation basis.

7.2. Malicious Code. Bryq warrants that Bryq will not knowingly introduce software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

7.3. Compliance with Law. Each Party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement

7.4. Warranty Disclaimer. EXCEPT FOR THE WARRANTY IN THIS SECTION 7, THE SERVICE AND ALL RELATED SERVICES ARE PROVIDED "AS IS". NEITHER BRYQ NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, BRYQ DOES NOT WARRANT THE SERVICE WILL BE ERROR-FREE OR THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED.

8. Indemnification

8.1. Bryq shall defend Customer from and against any claim by a third party alleging that the Service when used as authorized under this Agreement infringes any trademark or copyright of such third party, enforceable in the jurisdiction of Customer's use of the Service, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) ("Infringement Claim") and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer by a court of competent jurisdiction or agreed in settlement by Bryq (including reasonable attorneys' fees) resulting from such Infringement Claim. THIS SECTION 8 SETS FORTH BRYQ'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Remedies. If Customer's use of the Service is (or in Bryq's opinion is likely to be) enjoined, if required by settlement or if Bryq determines such actions are reasonably necessary to avoid material liability, Bryq may, at its option: (i) procure for Customer the right to use the Service in accordance with this Agreement; (ii) replace or modify, the Service to make it non-infringing; or (iii) terminate Customer's right to use the Service and discontinue the related Support Services, and upon Customer's certification of deletion of the Service, refund prorated pre-paid fees for the remainder of the applicable Subscription Term for the Service.

8.3. By Customer. Customer will defend, indemnify and hold Bryq harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Bryq) finally awarded

against Bryq arising from or in connection with any claim alleging that Bryq's use of the Customer Data infringes a copyright, trademark, trade secret or breaches privacy, or publicity right of a third party.

8.4. Indemnity Process. Each Party's indemnification obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the claim to the indemnifying Party; (b) giving the indemnifying Party sole control of the defense and settlement of the claim; and (c) providing to the indemnifying Party all available information and assistance in connection with the claim, at the indemnifying Party's request and expense. The indemnified Party may participate in the defense of the claim, at the indemnified Party's sole expense (not subject to reimbursement). Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any claim unless such admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of such claim. At the indemnifying Party's request, the indemnified Party shall reasonably cooperate with the indemnifying Party in defending or settling any claim.

8.5. The above Bryq obligations to defend and indemnify will not apply in the event that a claim arises from or relates to: (a) use of the Service not in accordance with the Documentation and this Agreement; (b) Customer's use of the Service in violation of applicable laws; (c) any modification, alteration or conversion of the Service not created or approved in writing by Bryq; (d) any combination or use of the Service with any computer, hardware, software, data or service not required by the Documentation; (e) Bryq's compliance with specifications, requirements or requests of Customer; (f) Customer's gross negligence or willful misconduct; (g) if Customer settles or makes any admissions with respect to a claim without Bryq's prior written consent; or (h) to any use provided on a no-charge or evaluation basis.

9. Limitation of Liability

9.1. Liability Cap. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 8 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE); AND (B) CUSTOMER'S INFRINGEMENT OF BRYQ'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY EXCEED THE AMOUNTS PAID BY AND/OR DUE FROM CUSTOMER FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER FORM(S) RELATING TO THE CLAIM.

9.2. EXCEPT FOR CUSTOMER'S INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY, OR BRYQ'S AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

9.4 Construction. This Agreement is not intended to and will not be construed as excluding or limiting any liability which cannot be limited or excluded by applicable law, including liability for (a) death or bodily injury caused by a Party's negligence; or (b) gross negligence, willful misconduct, or fraud.

10. Miscellaneous

10.1. Independent Contractors. Nothing in this Agreement will be construed to imply a joint venture, partnership or principal-agent relationship between Bryq and Customer, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever.

10.2. Notices. All Notices will be in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service; or (d) when provided via email when the sender has received a delivery/read receipt. Notices for Bryq should be sent to the following addresses: (i) for physical Notices the address specified for Bryq in the introduction and Jurisdiction" and; (ii) for electronic Notices to [support@bryq.com].

10.3. Force Majeure. With the exception of Customer's payment obligations herein, neither Party will be liable to the other Party for any delay or failure to perform which is due to fire, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes or other labor difficulties, or other causes beyond its reasonable control. However, in such an event, both Parties will resume performance promptly after the cause of such delay or failure has been removed.

10.4. Governing Law and Jurisdiction. This Agreement is governed by Cypriot law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement (including in relation to its formation, existence, validity, interpretation, enforceability, performance or termination) shall be governed by and construed in accordance with the Hellenic laws (excluding the conflict of law provisions thereof). In the event of a dispute arising out of or in connection with this Agreement, the Parties shall use their best efforts to resolve the dispute on an amicable basis. If an amicable settlement cannot be reached, the Parties irrevocably agree that the courts of Nicosia, Cyprus shall have exclusive jurisdiction to settle any such dispute or claim that may arise out of or in connection with this Agreement.

10.5. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially of the assigning Party's assets, provided that the assignee has agreed to be bound by all of the terms of this Agreement and all fees owed to the other Party are paid in full. If Customer is acquired by, sells substantially all its assets to, or undergoes a change of control in a favor of, a direct competitor of Bryq, then Bryq may terminate this Agreement upon thirty (30) days prior written notice.

10.6. Severability and Waiver. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Should any term or provision of this Agreement be declared void or unenforceable by any court of competent jurisdiction, the Parties intend that a substitute provision will be added to this Agreement that, to the greatest extent possible, achieves the intended commercial result of the original provision. The failure of either Party to enforce any rights granted to it hereunder or to take action against the other Party in the event of any breach hereunder will not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

10.7. Entire Agreement, and Execution. This Agreement supersedes all prior agreements and representations between the Parties regarding the subject matter of this Agreement. The terms and conditions contained in any Order Form issued by Customer will be of no force or effect, even if the Order Form is accepted by Bryq. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Form; (b) this Agreement. Customer acknowledges that the Service is a subscription-based product, and that in order to provide improved customer experience Bryq may make changes to the Service, and Bryq will update the applicable Documentation accordingly. The support service level may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease Bryq's obligations).

10.8 Subcontractors. Bryq may use the services of subcontractors and permit them to exercise the rights granted to Bryq in order to provide the Service under this Agreement. These subcontractors may include, for example, Bryq's hosting infrastructure. Bryq remains responsible for compliance of any such subcontractor with the terms of this Agreement and the overall performance of the Service as required under this Agreement.

10.9. Feedback. Bryq will be free to use, irrevocably, in perpetuity, for free and for any purpose, all suggestions, ideas and/or feedback relating to the Service ("Feedback") provided to Customer, its Affiliates and Authorized Users.

10.10. Definitions and Interpretation. The following definitions and rules of interpretation apply in this Agreement:

“Affiliate” means a company controlling, controlled by, or under common control with a Party (an entity will be deemed to have control if it owns over 50% of another entity).

“Applicable Data Protection Laws” means the EU General Data Protection Regulation (2016/679) (“GDPR”), any applicable laws of EU member states implementing the GDPR (including the UK Data Protection Act 2018), and the California Consumer Privacy Act, in each case as amended, consolidated, re-enacted or replaced from time to time and only if and insofar as they apply.

“Authorized Users” means employees, agents, consultants, contractors, or vendors authorized by Customer to use the Service solely for the internal use of Customer and its Affiliates, subject to the terms and conditions of this Agreement. Customer shall be responsible for all access and use of the Service by the Authorized Users.

“Bryq Data” means all data uploaded by Participants to the Service and/or generated through the use of the Service, including Participant assessment results.

“Participant” means any person undergoing the Bryq assessment through the Service as requested by a Customer.

“Confidential Information” means all information provided by the disclosing Party to the receiving Party concerning the disclosing Party or its Affiliates’ business, products or services that is not generally known to the public, including information relating to customers, vendors, trade secrets, prices, products, services, computer programs and other intellectual property and any other information which a Party should reasonably understand to be considered Confidential Information whether or not such information is marked “Confidential” or contains such similar legend by the disclosing Party at the time of disclosure.

“Customer Data” means all data and/or content provided by Customer to Bryq in view of the Service (including where applicable Authorized Users). For the avoidance of doubt, Customer Data does not include Usage Data.

"Documentation" means the end user technical documentation provided with the Service, as may be modified from time to time.

“Intellectual Property” means a Party’s proprietary material, technology, or processes (excluding the Service and Documentation), including services, software tools, proprietary framework and methodology, hardware designs, algorithms, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the

world (whether owned or licensed by a third party) and any derivatives, improvements, enhancements or extensions of such Intellectual Property conceived, reduced to practice, or developed.

“Notice” means any notice or other communication required or permitted under this Agreement.

“Order Form” means entered into by and between Bryq and Customer that references this Agreement, purchase confirmation or any other document which details the Service to be provided by Bryq, the fees associated therewith, and any other transaction specific terms and condition.

“Service” means the software-as-a-service products specified in the Order as further described in the Documentation (including any updates and upgrades to the Service provided by Bryq in its sole discretion, and any software, systems and locally-installed software agents and connectors that interact with the Service as may be provided by Bryq in connection with the Service), provided that any free trial software, proof of concept of the Service, beta version of the Service, or any other free-of-charge software product (“Trial Version”) will not be subject to this Agreement and instead will be governed by the applicable terms of service embedded in, or provided with, such Trial Version.

“Subscription Term” means the period of time during which Customer is subscribed to the Service, as specified in an Order Form and which shall begin upon delivery of the Service.

“Usage Data” means data generated in connection with Customer’s access, use and configuration of the Service and data derived from it (e.g., types of applications or accounts utilized or interacting with the Service).

Any words following the terms including or include shall be regarded as examples only and not construed as an exhaustive list.

Contact us

If you have any questions about these Terms, please contact us.

Last updated: October 25th, 2022