

RippleMatch Master Subscription Agreement

This Master Subscription Agreement (the “**MSA**”) governs the use of RippleMatch’s candidate matching services and associated products and services (collectively, the “**Service**”) as set forth in an applicable Order Form executed between RippleMatch Inc., a Delaware corporation (“**RippleMatch**”, “**Provider**”, “**We**”, or “**Us**”) and the entity placing an order for software and services (“**Customer**”, or “**You**”). By executing an Order Form that incorporates this MSA by reference, Customer agrees to the terms and conditions set forth in the MSA. Together, the MSA and any applicable Order Form(s) constitute the “**Agreement**”. This agreement was last updated on February 12, 2026.

1. Definitions.

- 1.1. “**Authorized User**” means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Service under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Service has been purchased hereunder.
- 1.2. “**Service**” means the services provided by RippleMatch under this Agreement that are detailed on RippleMatch's website available at <https://www.ripplematch.com> and reflected in the Customer's Order Form.
- 1.3. “**Customer Data**” means, other than Usage Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Service.
- 1.4. “**Documentation**” means RippleMatch's user manuals, handbooks, and guides relating to the Service provided by RippleMatch to Customer either electronically or in hard copy form/end user documentation relating to the Service available at <https://help.ripplematch.com/en/>
- 1.5. “**End User**” means the Authorized User utilizing the Services.
- 1.6. “**Order Form**” means any and all Order Forms executed between Customer and RippleMatch reflecting the purchase of our Service.
- 1.7. “**RippleMatch IP**” means the Service, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, RippleMatch IP includes Usage Data and any information, data, or other content derived from RippleMatch's monitoring of Customer's access to or use of the Service, but does not include Customer Data.
- 1.8. “**Third-Party Products**” means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.
- 1.9. “**Usage Data**” is defined as de-identified & anonymized, aggregated usage data gathered from Customer Data which the RippleMatch uses to improve upon services. This includes information such as how many users visit a page or use certain functionality, the web site response speed, the average session length and the visit distribution over time. The process of creating Usage Data combines information in irreversible ways that prevent it from being deconstructed to the original non-aggregated form.

2. Access and Use.

- 2.1. Access Right. RippleMatch hereby grants you a revocable, non-exclusive, non-transferable, nonsublicensable, limited right to access and use the Service during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. RippleMatch shall provide you the necessary passwords and access credentials to allow you to access the Service.
- 2.2. Documentation License. Subject to the terms and conditions contained in this Agreement, RippleMatch hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Service.
- 2.3. Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Service, any software component of the Service, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Service, any software component of the Service, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; or (v) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.
- 2.4. Suspension. Notwithstanding anything to the contrary in this Agreement, RippleMatch may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Service if: (i) RippleMatch reasonably determines that (A) there is a threat or attack on any of the RippleMatch IP; (B) Customer's or any other Authorized User's use of the RippleMatch IP disrupts or poses a security risk to the RippleMatch IP or to any other Customer or vendor of RippleMatch; (C) Customer or any other Authorized User is using the RippleMatch IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) RippleMatch's provision of the Service to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of RippleMatch has suspended or terminated RippleMatch's access to or use of any third-party services or products required to enable Customer to access the Service; or (iii) in accordance with Section 8 (Termination) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). RippleMatch shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. RippleMatch shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. RippleMatch will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

- 2.5. Affiliates. The use of the Service by Customer Affiliates is not included in this Agreement. An Affiliate is any legal entity that, directly or indirectly, is controlled by or controls the Customer, where “control” means (a) ownership of more than 50% of equity or (b) the power to direct or cause the direction of management and policies, for so long as such entity continues to be controlled by or controls the Customer.
 - 2.6. Reservation of Rights. RippleMatch reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the RippleMatch IP.
 - 2.7. Service Availability. The Service is intended to be highly available excluding scheduled maintenance windows. RippleMatch will use commercially reasonable efforts to maximize availability of the Service to Customer, but does not represent or guarantee that the Service will be available at all times. Customer acknowledges that Customer's ability to access and use the Service may also be affected by resources and factors outside the control of RippleMatch, including Customer's access to the internet. RippleMatch may monitor and log use and performance of the Service and may modify the Service in its sole discretion.
 - 2.8. Non-Circumvention. Customer shall not attempt to circumvent or disable any access or use restrictions put in place by RippleMatch, nor enter into any separate business transaction with any person or entity to avoid Customer's obligations in this Agreement.
3. Pricing.
 - 3.1. Subscription Fee. Customer may access the Service on an all-access subscription basis for the term described in the applicable Order Form (“**Subscription Period**”) commencing on the start date, subject to Customer's payment of the specified fee. Except as otherwise described by the Order Form, the Service will automatically renew for an additional term equal in length to the expiring subscription term at RippleMatch's then-current prices unless either party gives the other written notice of non-renewal at least 30 days prior to the current Subscription Period's end date. Customer will also be able to renew subscription early by confirming their desire to renew for an additional term equal in length to the expiring subscription term at RippleMatch's then current prices in writing. RippleMatch will invoice Customer on or before 30 days prior to the end date of the current Subscription Period. Subscription Fees are not refundable in the event of termination before the end of the Subscription Period.
 - 3.2. Payment. All invoices shall be delivered to Customer via email at the address provided by Customer. Customer shall pay RippleMatch within 30 days of the invoice date in accordance with the Order Form. If Customer withholds payment of any amount due under an invoice, RippleMatch may suspend Customer's access to and use of the Service until the outstanding balance has been paid in full. RippleMatch will restore access to the Service promptly after all outstanding amounts owed have been paid. The fees payable hereunder exclude all applicable sales, use and other taxes, and Customer will be responsible for payment of all such taxes, fees, duties and charges, and any related penalties and interest, that may arise from Customer's use of the Service.

- 3.3. Taxes. The Subscription Fees stated in the Order Form are exclusive of any federal, state, and local taxes, including sales, use, value-added, or similar transaction taxes (collectively, "**Taxes**"). Customer will be responsible for payment of all applicable Taxes associated with Customer's purchase of the Service, except for those taxes based on RippleMatch's net income. If RippleMatch has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be separately stated on the invoice and paid by Customer, unless Customer provides RippleMatch with a valid tax exemption certificate authorized by the appropriate taxing authority.
4. Confidential Information. From time to time during the Term, RippleMatch and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of nondisclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law..
5. Customer Responsibilities.
- 5.1. Acceptable Use Policy. The Service may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in this Master Subscription Agreement and RippleMatch's Terms of Service (at <https://ripplematch.com/tos>), and Privacy Policy (at <https://app.ripplematch.com/v2/public/privacy>) as may be amended from time to time, which is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Terms of Service from time to time. For avoidance of doubt, all Authorized Users will be presented with the Terms of Service and Privacy Policy. In the event there is any conflicting language between this Agreement and the Terms of Service, the terms of this Agreement will supersede.
- 5.2. Account Use. You are responsible and liable for all uses of the Service and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the

generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Service and shall cause Authorized Users to comply with such provisions.

- 5.3. Customer Data. You hereby grant to RippleMatch a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for RippleMatch to provide the Service to you. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.
 - 5.4. Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Service confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.
 - 5.5. Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.
 - 5.6. Artificial Intelligence; Third-Party Providers; Data Rights. The Services may integrate with or utilize artificial intelligence, machine learning, large language model, or similar automated data processing services (collectively, "**AI Services**") provided by unaffiliated third parties ("**Third-Party AI Providers**") to deliver certain functionality. "Input" means Customer Data provided to the AI Services, and "Output" means any data or content generated by the AI Services based on such Input. Neither RippleMatch nor any Third-Party AI Provider shall use Customer Data, Input, or Output to train, fine-tune, improve, retrain, or otherwise modify any artificial intelligence or machine learning models ("**Training**"), except to the limited extent strictly necessary to provide the Services on a transactional, non-persistent basis. As between the parties, Customer retains all right, title, and interest, including all intellectual property rights, in and to the Input and Output. RippleMatch acquires no ownership rights in Customer Data, Input, or Output and is granted only a limited, non-exclusive right to process such data solely to provide the Services in accordance with this Agreement. RippleMatch shall not, and shall not permit any Third-Party AI Provider to, retain, disclose, or use Customer Data, Input, or Output for analytics, benchmarking, product development, or any purpose unrelated to providing the Services to Customer.
6. Intellectual Property Rights
 - 6.1. Customer's Rights
 - 6.1.1. Retention of Rights. We respect your intellectual property rights. Unless otherwise provided under this Agreement, you retain all rights in and to Customer Data, including to any intellectual property you have in such Customer Data. Use of the Services will not affect your ownership of such Customer Data. We, our Affiliates,

and our contractors may access and use the Customer Data solely for the purposes of providing and managing the Services and as permitted in Section 6.2.2 below.

6.1.2. Right to Use the Service. Subject to your compliance with the Agreement, including the payment of applicable fees, we grant to you a non-exclusive, personal, non-transferable, limited, non-sublicensable, right to access the features and functions of the Services, during the Term.

Your right to use the Services is subject to the terms and conditions of this Agreement, including any usage or other parameters or limitations set forth in the applicable Order Form. You shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement that are applicable their use of the Services and shall cause them to comply with such provisions.

6.1.3. Limited Trademark License. We grant to you a limited, nonexclusive, royalty-free, nontransferable license to display our authorized trademarks and logos so that you can reference that you are a Customer of ours and our Services and during the Term. This grant is conditioned upon our review and approval as to the use and presentation of our trademarks and logos. Any goodwill that is derived from the use of our marks inures to our benefit.

6.2. RippleMatch Rights

6.2.1. Retention of Rights. Except as expressly granted in this Agreement, we retain all rights, title, and interests in and to the Services, including all RippleMatch IP and Usage Data, and all related intellectual property, including any improvements, modifications, updates, and enhancements thereto.

6.2.2. License Grant to Customer Data. You grant to us a limited, nonexclusive, worldwide, fully paid-up, royalty free, license to the Customer Data to allow us to provide the Services and the Usage Data to exercise our rights under the Agreement, including the right to develop, improve, and commercially offer the Services and new services.

6.2.3. Limited Trademark License. You grant to us a limited, non-exclusive, royalty-free, nontransferable license to display your approved trademarks and logos for the limited purpose of allowing us to reference that you are a Customer of our Services. Any goodwill that is derived from the use of your marks inures to you. In addition, to the extent that you engage us to assist in private-labeling any of the Services, you grant us a limited, non-exclusive, royalty-free, nontransferable license to use your approved trademarks, logos, and related intellectual property.

6.2.4. Feedback. Any suggestions or ideas that you provide to us for the improvement of the Services or our other offerings will be our sole property, including all intellectual property and any changes or improvements to the intellectual property. All feedback will be deemed non-confidential.

7. Limited Warranty.

7.1. RippleMatch warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

- 7.2. Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Services are in compliance with the Terms of Service.
- 7.3. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
8. Termination.
- 8.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form.
- 8.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Upon the expiration or termination of this Agreement, RippleMatch will disable Customer's online access to the Service. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All rights and obligations under this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
9. Risk of Loss and Limitation of Liability.
- 9.1. Risk of Loss. Customer accepts all risk of loss or damage to the computer systems or other devices of Customer and of Customer's third-party contractors and consultants, or loss of data, which results from or in connection with use of the Service by Customer and/or Customer's third-party contractors and consultants.
- 9.2. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS; LOSS OR CORRUPTION OF DATA; LOSS OR INTERRUPTION OF BUSINESS, GOODWILL OR REPUTATION; OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE AMOUNTS PAID TO RIPPLEMATCH BY CUSTOMER FOR ACCESS TO THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE. Each party acknowledges and agrees that the foregoing limitations of liability are

essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different.

10. Indemnification.

10.1. RippleMatch Indemnification.

10.1.1. RippleMatch shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies RippleMatch in writing of the Third-Party Claim, cooperates with RippleMatch, and allows RippleMatch sole authority to control the defense and settlement of such Third-Party Claim.

10.1.2. If such a Third-Party Claim is made or either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit RippleMatch, at RippleMatch's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If RippleMatch determines that neither alternative is reasonably available, RippleMatch may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10.1.2 sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

10.1.3. This Section 10.1 will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products.

10.2. Customer Indemnification.

10.2.1. Customer shall indemnify, hold harmless, and, at RippleMatch's option, defend RippleMatch and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against RippleMatch unless RippleMatch consents to such settlement, and further provided that RippleMatch will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Representations and Warranties. Each party represents and warrants that (1) it has full authority to execute this Agreement; (2) it shall comply with all laws applicable to the operation of its business and provision or use of the Service including laws relating to non-discriminatory hiring practices; (3) it is not a party to any contract that would prohibit it from performing its obligations under this Agreement; and (4) in the case of Customer, it is

entering into this Agreement for business purposes and not as a consumer (as that term is defined under state or federal law). Customer agrees that it shall at all times treat all candidates with respect, advise candidates in advance if an interview appointment will be missed or needs to be changed, maintain and enforce non-discriminatory hiring and employment practices and non-harassment policies, comply with data protection and privacy laws, and communicate truthfully and transparently with candidates.

12. Miscellaneous

- 12.1. Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and not as partners, joint-venturers, co-owners or otherwise as participants in a joint or common undertaking.
- 12.2. Assignments; Successors; Severability; Waivers. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without RippleMatch's prior written consent. Any attempted assignment or transfer in violation of the foregoing is null and void and a material breach of this Agreement. This Agreement inures to the benefit of RippleMatch and its successors and assigns. If any provision of this Agreement is unenforceable, the remaining provisions will continue in full force and effect. All waivers must be in writing. Any failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that or any other provision.
- 12.3. Notices. Any notice given under this Agreement shall be by email and sent to the last address provided in writing by a party to the other party. Notices shall be effective upon receipt.
- 12.4. Governing Law; Venue; Remedies. This Agreement shall be governed by the internal laws of the State of New York excluding its conflict of laws rules. Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and Federal courts of New York County, NY. The parties' rights and remedies under this Agreement are cumulative and the parties may obtain injunctive relief.
- 12.5. Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. Any use of "including" shall also be deemed to mean "including without limitation." Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof.
- 12.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.7. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, provided that any such modification will not materially reduce Customer's rights without Customer's consent, and that modified terms become effective on posting. You will be notified of modifications through

notifications or posts our website or direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. RippleMatch will provide at least 60 days' advance notice of changes to any service level that RippleMatch reasonably anticipates may result in a material reduction in quality or services.

12.8. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

12.9. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of Customer, Section 2.1, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.10. Entire Agreement. This Agreement, together with any applicable Order Forms or Statements of Work and any documents incorporated by reference, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. If there are any conflicting terms between this Agreement and an Order Form, Statement of Work, or document incorporated by reference, the terms of this Agreement will take precedence.