

## Reblaze Terms of Service

These Terms of Service, together with our Privacy Policy available at: <https://www.reblaze.com/platform-privacy-policy/> (the “**Privacy Policy**”, and collectively with these Terms of Service - the “**Terms**”) form a legal agreement between you, either as an individual, company or other legal entity identified in the Services Agreement (as defined below) or otherwise (“**you**” or the “**Customer**”), and govern your use of Reblaze Technologies Ltd.'s (“**we**”, “**Reblaze**” or the “**Company**”) Web Protection Shield platform and related services which are provided on a software-as-a-service basis (the “**Platform**” and “**Services**”, respectively). To the extent that you have executed a purchase order or services agreement with Reblaze, these Terms are incorporated into such purchase order or services agreement by way of reference and form an integral part thereof (collectively, the “**Services Agreement**”). Reblaze and the Customer shall be regarded each as a “**Party**”, and collectively as the “**Parties**”.

PLEASE READ THESE TERM CAREFULLY BEFORE ACCESSING OR USING OUR PLATFORM AND SERVICES. ANY INSTALLATION AND/OR ACCESS AND/OR USE OF PLATFORM AND/OR SERVICES AND ANY DOCUMENTATION PERTAINING THERETO ARE AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS, UNLESS THE CUSTOMER AND THE COMPANY HAVE EXECUTED A SEPARATE AGREEMENT IN WRITING, SIGNED BY BOTH THE CUSTOMER AND THE COMPANY WHICH EXPRESSLY SUPERSEDES THESE TERMS.

BY (I) EXECUTING THE SERVICES AGREEMENT; OR (II) INSTALLING, INTEGRATING, OPERATING OR OTHERWISE USING THE SERVICES, YOU EXPRESSLY AND EXPLICITLY ACCEPT THESE TERMS AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS ON YOUR AND YOUR ORGANIZATION'S BEHALF. IF YOU DO NOT AGREE TO THESE TERMS OR ARE UNWILLING TO BE BOUND BY THEM, YOU MAY NOT INSTALL, OPERATE OR OTHERWISE USE THE PLATFORM AND THE SERVICES. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THESE TERMS ON BEHALF OF YOUR ORGANIZATION.

PLEASE NOTE THAT TO THE EXTENT REQUIRED UNDER APPLICABLE LAW, INCLUDING THE EU GENERAL DATA PROTECTION REGULATION, THE PARTIES HEREBY ENTER INTO THE ATTACHED DATA PROCESSING AGREEMENT, WHICH WILL GOVERN OUR PROCESSING ACTIVITIES AS A “PROCESSOR” OF PERSONAL DATA ON YOUR BEHALF, UNDER THESE TERMS (THE “**DATA PROCESSING AGREEMENT**”). IN THE EVENT OF ANY DISCREPANCY BETWEEN THE TERMS AND THE DATA PROCESSING AGREEMENT, THE LATTER SHALL PREVAIL.

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## **1. The Platform and the Services**

The Platform and Services are intended to provide a protective shield for your web properties, including designated websites, web-based apps and web services, as identified in the Services Agreement (the “**Web Properties**”). In order to access the Platform and use the Services, your Web Properties must be integrated with the Platform. You hereby acknowledge and confirm that: (i) you have the legal right to integrate the Web Properties with the Platform and the Service or that you have obtained such right from the legal owner of the relevant Web Properties; and (ii) to the extent required under applicable data protection laws, or otherwise, you have received all required consents from affected data subjects to the processing of personal data by Reblaze as part of the Services, and have provided them with all required privacy notices.

The Platform may produce certain outputs and reports that result from your use of the Services (collectively, the “**Reports**”), which will be made available to you through a cloud based dashboard available through your Account on the Platform (the “**Reblaze Dashboard**”). Reblaze will not share or distribute such Reports to third parties. You acknowledge that you are solely and exclusively responsible: (i) for all actions you takes in response to the Reports; (ii) to thoroughly review the Reports, check for any alerts or warnings issued by the Services, address the findings specified in the Reports, and determine what actions are appropriate in light thereof; and (iii) to carry out such actions as you deem appropriate as a result of the Reports.

The Company may make available certain Documentation related to the use, installation, access, deployment or integration of any portion of the Platform and the Services. “**Documentation**” means the Company's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by the Company to its customers), describing the use, features and operation of the Platform and the Services. Unless context otherwise requires, the term “Platform” shall include the Documentation.

The term “**Platform**” includes any software code, the Reblaze Dashboard, algorithms, utility, application program interfaces, tools, compilation of data, or visual display resulting from the operation of the Platform, analytics capabilities and any Service provided via the Platform, as well as any updates, upgrades or new versions thereof and any associated materials, specifications and Documentation.

Except as expressly provided by the Services Agreement, the Company has no obligation to provide support, professional services, training, maintenance, modifications, or new releases of the Platform to the Customer under these Terms.

## **2. Account**

An account will be created in connection with Customer's use of the Platform (the "**Account**"), to be accessed and/or used solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Platform (each, a "**Permitted User**"). Customer hereby acknowledges and agrees: (i) to keep, and ensure that the Permitted Users keep the Account login details and passwords secured at all times, and otherwise comply with the terms of this Agreement; (ii) to remain solely responsible and liable for the activity that occurs in the Account and for any breach of this Agreement by a Permitted User; and (iii) to promptly notify Company in writing if Customer becomes aware of any unauthorized access or use of the Account or the Platform.

If you wish to either change your e-mail or password to log-in to the Account, you can send us an e-mail of your request to: [support@reblaze.com](mailto:support@reblaze.com).

THE ACCOUNT WILL TERMINATE AND CLOSE UPON EXPIRATION OR TERMINATION OF THESE TERMS, FOR ANY REASON, AND MAY CAUSE THE LOSS OF THE FEATURES OR CAPACITY OF YOUR ACCOUNT, INCLUDING ANY REPORTS INCLUDED THEREIN. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

## **3. Payment**

In consideration for the licenses granted herein and your use of the Services, the Customer is required to pay Reblaze the fees set forth in the Services Agreement (the "**Subscription Fees**") pursuant to the payment terms set forth therein.

Unless otherwise stated in the Services Agreement: (i) the Subscription Fees are billed in advance every thirty (30) days, starting at the effective date specified in the Services Agreement; (ii) any subscription term will renew automatically for successive renewal periods, unless these Terms are terminated in accordance with the provisions of these Terms.

To the extent applicable, if the Customer's payment information as provided under the Services Agreement becomes invalid, the Customer's use of the Platform and the Services may be suspended until valid payment information is provided.

Reblaze reserves the right to modify the Subscription Fees, at its discretion, by providing the Customer a written notice 30 days prior to the end of each subscription term, provided that such pricing changes will NOT affect the current subscription term.

Unless otherwise expressly stated herein, all payments hereunder are quoted and shall be paid in United States Dollars. Payment shall be made without any right or set-off or deduction and are irrevocable and nonrefundable. All invoices are payable within thirty (30) days of the date of the invoice. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

All amounts payable under these Terms are exclusive of sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with these Terms by any authority, except for taxes payable on Company's net income. If any such tax or duty has to be withheld or deducted from any payment under these Terms, Customer shall gross-up the payment under these Terms by such amount as shall ensure that after such withholding or deduction Company shall have received an amount equal to the payment otherwise required.

## **4. Use by Affiliates**

If the Services Agreement explicitly provides Customer the right to allow Customer Affiliate to access and use the Platform and the Services, Customer shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any breach of these terms and conditions by any such Affiliate. "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with you, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest.

## **5. Prohibited Uses**

Except as expressly permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any Permitted User or any other third party to, directly or indirectly: (i)

modify, incorporate into or with other software, or create a derivative work of any part of the Platform; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with or to anyone else; (iii) copy, distribute or reproduce the Platform for the benefit of third parties; (iv) disclose the results of any testing or benchmarking of the Platform to any third party, or use such results for Customer's own competing software development activities or use the Platform in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to Company's business; (v) modify, disassemble, decompile, reverse engineer, revise or enhance the Platform or attempt to discover the Platform's source code or the underlying ideas or algorithms of the Platform; (vi) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights of any third parties including without limitation copyright, trademarks, designs, patents and trade secrets; (vii) remove or otherwise modify any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed, incorporated, included or attached to the Platform nor copy any local agent, documentation or any written materials accompanying the Platform; (ix) use the Platform for any purpose other than for the purpose for which the Platform is designated for or other than in compliance with the terms of this Agreement; (x) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce limitations on the use of the Platform; (xi) use any automated means to access the Platform; (xii) use the Platform without receiving all applicable consents for the collection and processing of personally identifiable information as required under any applicable law; (xiii) integrate the Platform (or any part thereof) into Customer's hardware or systems other than as instructed by the Company; (xiv) ship, transfer, or export the Platform into any country, or make available or use the Platform in any manner, prohibited by applicable laws (including without limitation export control laws, as applicable); (xv) violate or abuse log-in and/or password protections governing access to the Platform; (xvi) allow any third party other than the Permitted Users to use the Platform; (xvii) access, store, distribute, or transmit during the course of its use of the Platform any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system), or unlawful, threatening, obscene or infringing material; and/or (xviii) use the Platform in any other unlawful manner.

## **6. Lawful Use**

The Customer hereby declared and agreed that it shall only use the Platform in a manner that complies with all applicable laws in the jurisdiction in which Customer uses the Platform, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property including copyrights and any other intellectual property rights.

## **7. License**

The Company hereby grants to Customer, and Customer hereby accepts, a limited, personal, non-exclusive, non-sublicensable, non-transferable and revocable (in accordance with the terms herein) license to access and use the Platform and the Services, during the Term (as defined below), solely for Customer's internal business purposes, all in accordance with and subject to the terms set forth in this Agreement. Access to the Platform will be granted by remote means on a Software-as-a-Service (SaaS) basis.

## **8. Ownership and Copyrights**

The Platform is not for sale and is and shall remain Company's sole property. All right, title, and interest, including any Intellectual Property Rights evidenced by or embodied in, attached, connected, and/or related to the Platform and/or the Services and any and all derivative works, improvements, enhancements, updates, upgrades and customizations thereof or thereto (in each case regardless of whether specifically included in the Services ordered by the Customer or not) are and shall remain owned solely by the Company or its licensors.

This Agreement does not convey to Customer any interest in or to the Platform and/or Service but only, as aforesaid, a limited revocable right to use the Platform and Services, in accordance with

these Terms, and nothing herein constitutes a waiver of the Company's Intellectual Property Rights under any law. "**Intellectual Property Rights**" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

To the extent you provide any feedbacks, comments or suggestions to Reblaze regarding the Service ("**Feedback**"), Reblaze shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Reblaze current or future products, technologies or services and use such Feedback for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Reblaze to comply with any additional obligations with respect to any Reblaze current or future products, technologies or services that incorporate any Feedback.

## **9. Trademarks and Trade names**

"Reblaze", Reblaze<sup>™</sup>, Reblaze's marks and logos and all other proprietary identifiers used by Reblaze in connection with the Services ("**Reblaze Trademarks**") are all trademarks and/or trade names of Reblaze, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Services or on Reblaze's website or any other of its platforms belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to Reblaze Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

## **10. Privacy and Confidentiality**

We respect your Representatives' and End-Users' (as such terms are defined in our Privacy Policy) privacy and are committed to protect the information you share with us. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at <http://www.reblaze.com/platform-privacy-policy/> which is incorporated herein by reference, and to the extent applicable in the Data Processing Agreement. You agree that Reblaze may use personal information that you provide or make available to Reblaze in accordance with the Privacy Policy and to the extent applicable with the Data Processing Agreement. If you intend to use the Services you must first read and agree to the Privacy Policy and to the extent applicable to the Data Processing Agreement.

## **11. Reference Customer**

You (on behalf of your organization) agree that Reblaze may identify your organization as a user of the Services and use your organization's trademark and/or logo (i) in sales presentations, promotional/marketing materials and press release, and (ii) in order to develop a brief customer profile for use by Reblaze for promotional purposes.

## **12. Warranties and Disclaimer**

Each Party represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (b) that the execution and performance of this Agreement will not conflict with any obligations it has towards third parties, or violate any provision of any applicable law.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE REBLAZE DASHBOARD, THE SERVICES, THE DOCUMENTATION AND THE REPORTS ARE PROVIDED ON AN "AS IS" BASIS. IN ADDITION TO OTHER DISCLAIMERS CONTAINED HEREIN, REBLAZE DOES NOT WARRANT THAT THE

PLATFORM AND/OR REPORTS AND/OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. TO THE EXTENT ALLOWED BY LAW REBLAZE AND ITS VENDORS, INCLUDING OUR AND SUCH VENDORS' OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (“**COVERED PARTIES**”) EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, REBLAZE PROVIDES NO GUARANTEE THAT THE SERVICE CAN REVEAL ALL OR ANY INFECTED WEB COMMUNICATIONS. DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, REBLAZE DOES NOT WARRANT THAT IT WILL 100% REVEAL WHETHER YOUR WEB PROPERTIES ARE VULNERABLE TO THIRD PARTY SECURITY ATTACKS.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

### **13. Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL REBLAZE INCLUDING THE COVERED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE PLATFORM AND/OR SERVICES AND/OR THE REPORTS, YOUR USE OR INABILITY TO USE THE PLATFORM AND/OR SERVICES AND/OR THE REPORTS, OR FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, THE PERFORMANCE OR FAILURE OF REBLAZE TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF REBLAZE OR ANY OF THE COVERED PARTIES, BY ANY OTHER CAUSE WHATSOEVER; REGARDLESS OF WHETHER REBLAZE OR ANY OF THE COVERED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, REBLAZE AND ITS COVERED PARTIES' TOTAL AGGREGATE AND CUMULATIVE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER AND/OR RELATING TO ANY APPLICABLE SERVICES AGREEMENT OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PLATFORM AND/OR THE SERVICES AND/OR THE REPORTS DURING THE ENTIRE PERIOD OF THE AGREEMENT SHALL BE LIMITED TO 3 (THREE) TIMES THE AVERAGE MONTHLY FEE ACTUALLY PAID BY YOU TO REBLAZE UNDER THE APPLICABLE SERVICES AGREEMENT. IN AS MUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

### **14. Indemnification**

You agree to defend, indemnify and hold harmless Reblaze and its Covered Parties, from and against all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your unauthorized use of the Platform and/or Services and/or the Reports; (ii) your violation of any of these Terms; and/or (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of

such third party in connection with your use of the Services.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

#### **15. Changes to the Platform**

The Company reserves the right to modify, correct, amend, enhance, improve, make any other changes to the Platform without notice, at any time. You agree that the Company shall not be liable to you or to any third party for any modification of the Platform.

#### **16. Termination or Suspension of your Account**

Without prejudice to any other remedy in law or in equity that the Company may have, in the event of any material breach by the Customer of any of the terms and conditions of these Terms and/or Services Agreement, the Company shall at any time and with immediate effect, without prior notice to the Customer, be entitled to terminate these Terms and the license(s) to the Customer for the use of the Platform and the Services. You agree and acknowledge that Reblaze does not assume any responsibility with respect to, or in connection with the termination of the Service and loss of any data.

You hereby acknowledge that upon termination of your Account, all Reports will be deleted from our servers and you will not be able to recover the deleted information once the Account is terminated (unless otherwise agreed upon in writing by you and Reblaze).

#### **17. Amendments to the Terms**

The Company may, at its sole discretion, change the Terms from time to time, including the privacy policy available at: <http://www.reblaze.com/platform-privacy-policy/> or any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will send you an e-mail. Such material changes will take effect seven (7) days after such notice was e-mailed to you. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

#### **18. General**

(a) These Terms, in conjunction with any executed Services Agreement, constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company. In the event of a conflict between these Terms and the terms and conditions of the Services Agreement, the terms of the Services Agreement shall prevail. (b) any claim relating to the Service or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Reblaze may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (g) Reblaze will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Reblaze (i.e., force majeure events), (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by

Reblaze, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections, will survive the termination, or expiration of the Terms.