

Unito Subscriber Agreement

V20250314

This Subscriber Agreement (this “**Agreement**”) contains the terms and conditions that govern: (i) Customer’s access to and use of the Service obtained through an authorized reselling partner of Unito (“**Reseller**”) and (ii) Unito’s provision of the Service to Customer, and is a contract by and between Unito inc., a Canadian corporation having its principal place of business at 1265 Berri Street #7e, Montreal, Quebec, H2L 4X4, Canada (“**Unito**”) and Customer. “**Customer**” is the legal entity that enters into an Order Form with the Reseller for the Service.

This Agreement becomes binding and effective on Customer upon the earliest of: (1) when Customer accesses or uses the Service obtained through a Reseller, (2) when Customer enters into an Order Form with the Reseller, or (3) when Customer executes this Agreement. The “**Service**” refers to the Unito software provided on a software-as-a-service basis and, where applicable, as a downloadable application (the “**Software**”) providing two-way synchronization between various applications and services, as specified in the applicable ordering document between Customer and the Reseller (“**Order Form**”), which, for the avoidance of doubt, excludes any services that may be provided to Customer by any third party, including, without limitation, the Reseller.

Customer acknowledges that the agreement between Unito and Reseller authorizing the reseller to resell access to the Service (the “**Reseller Contract**”) requires Reseller to incorporate this Agreement into all Order Forms, and Customer expressly agrees that Unito shall have the benefit of and right to enforce this Agreement against Customer. In the event any provision of this Agreement conflicts with a provision of an Order Form or other agreement between Customer and Reseller with respect to the Service or other subject matter of this Agreement, the applicable provision of this Agreement shall control as between Customer and Unito, unless Unito and Customer agree otherwise in writing.

1. Customer’s Rights Regarding Access and Use of the Service

- 1.1. Right of Access. In consideration of the payment of the Fees by Customer to Reseller, Unito grants Customer a non-exclusive, non-transferable (except as permitted herein), worldwide, right to access and use the Service during the Term according to the terms and conditions of one or more applicable Order Form(s) and this Agreement. Each Order Form shall be deemed to incorporate the terms and conditions of this Agreement and to constitute a separate contract.
- 1.2. Provision of Access. Unito will begin making the Service available to Customer within 5 business days after its receipt of a valid Order Form and evidence of the Customer’s acceptance of this Agreement (the “**Effective Date**”). Subject to Section 6 of this

Agreement, Unito shall continue making the Service available to Customer for the subscription period(s) specified in an Order Form during which Customer may use the Service. As part of the registration process, Customer will identify an administrative user for Customer's Unito account.

- 1.3. Service Level Agreement. Unito will make the Service available to Customer pursuant to the Service Level Agreement attached as Exhibit A to this Agreement.

2. Customer's Obligations Regarding Access and Use of the Service

- 2.1. Permitted Use of Service. Customer shall use the Service only in accordance with the terms of this Agreement and applicable law. Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or underlying non-public structure, ideas, data, or algorithms relevant to the Service or any software, documentation or data related to the Service; modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. Export Control. Customer acknowledges that the Service may be subject to US and/or international rules that govern the export or import of software, or sanctions applicable to certain nations, organizations, or individuals. Customer agrees to comply with all applicable national and international laws that apply to the Service as well as end-user, end-use, and destination restrictions issued by national governments or international organizations.
- 2.3. Customer Equipment. Customer is responsible for obtaining and maintaining any equipment and services needed to connect to, access, or otherwise use the Service, including, computer hardware, computer software, networking equipment, servers, and the like. Customer is responsible for maintaining the security of the Customer's premises, equipment, network and information technology infrastructure, accounts, passwords (including but not limited to administrative and user passwords), and files, and is responsible for all uses of Customer's and its authorized users' accounts or the Service, whether authorized or unauthorized.
- 2.4. Third-Party Offerings. For purposes of this Section, "**Third-Party Offerings**" means any and all software, tools or services that are not part of the Service or the Software and that are delivered or performed by third parties independently of Unito and that may interoperate with the Service or the Software should Customer elects to use them in connection with the Service or Software. The Service may be configured to integrate with or use Third-Party Offerings, including to import and/or export Customer Data to or from the Service. If Customer elects to use the Service with Third-Party Offerings, Customer agrees that: (i) its use of Third-Party Offerings must at all times comply with the terms of

service governing such Third-Party Offerings, and (ii) Unito has the right to export and import Customer Data to and from such Third-Party Offerings for purposes of delivering the Service to Customer. Customer understands and agrees that, when used in conjunction with Third-Party Offerings, the availability of the Service, or certain features and functions of the Service, may be dependent on the corresponding availability of Third-Party Offerings or specific features of Third-Party Offerings. In no event will Unito be liable to Customer or any third party for the Third-Party Offerings, including without limitation as a result of any changes in Third-Party Offerings causing any unavailability of the Service or of any feature of the Service or otherwise preventing data flows to or from the Service. Unito may also from time to time partner with and refer Customer to third-party service providers that offer Third-Party Offerings. Unito does not make any representations or warranties regarding any such Third-Party Offerings, whether or not such Third-Party Offerings are designated by Unito as “certified,” “approved,” “recommended” or otherwise, or even when the Third-Party Offerings are provided by Reseller or any other third party that is a member of a Unito partner program. To the extent that Unito requires that Customer grant Unito authorizations, passwords, API keys or other identification credentials to a Third-Party Offering (“**Unito Access Codes**”) to retrieve or export Customer Data or to enable interoperability with the Service, Customer will promptly provide such Unito Access Codes to Unito. Unito will not share, reassign, divulge or disclose any Unito Access Codes except to Unito’s employees or authorized contractors specifically engaged in the performance of the Service. For the avoidance of doubt, Unito Access Codes constitute Customer’s Confidential Information under this Agreement.

3. Fees and Payment Terms

- 3.1. Fees and Payment Terms. In consideration of the provision of the Service by Unito, Customer shall pay to the Reseller the fees set out in one or more applicable Order Form(s) in due time. Pricing, invoicing and payment terms for the Service are solely between Customer and Reseller.

4. Intellectual Property Ownership

- 4.1. Intellectual Property. Customer recognizes and agrees that the Service, the Software, and all trade-marks (registered or not), inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright or related rights (registered or not), trade secrets, know-how or other intellectual property in or related to the Service or the Software (the “**Intellectual Property**”) are owned by Unito and that nothing in this Agreement transfers any right, title, or interest in the Intellectual Property to Customer, who shall not own same. Customer receives no licence to any of the Intellectual Property, and Customer’s only right to use same is the access right set out in Clause 1.1.

- 4.2. Ownership of Improvements and Derivative Works. Customer agrees that Unito shall own all improvements, modifications, updates, upgrades, and derivative works based on or related to the Intellectual Property, whether or not Customer contributed in some way to their creation, including but not limited to via suggestions, feedback, training of algorithms on data provided by Customer, adaptation of the Software for Customer-specific purposes, or any other reason, and including any software, applications, inventions, or other Intellectual Property developed (jointly or alone) in connection with professional services or ongoing technical support to Customer.
- 4.3. Source Code. It is expressly acknowledged that nothing in this Agreement provides Customer with any right of access to the source code of the application used to provide the Service.

5. Data Protection and Privacy

- 5.1. Definitions. “**Customer Data**” means all non-public data provided by Customer to Unito as part of provision of the Service. “**Unito Data**” means all non-public data regarding features, functionality and performance of the Service, including the Software’s source code and any algorithms (including trained or untrained AI algorithms) or datasets incorporated or referenced therein.
- 5.2. Data Ownership. Customer shall own and retain all right, title and interest in and to the Customer Data. Unito shall own and retain all right, title and interest in and to the Unito Data.
- 5.3. Unito’s Data Security Obligations for Customer Data. Unito shall use commercially-reasonable physical, technical, and organizational measures designed to prevent unauthorized access, use, alteration, or disclosure of Customer Data in the possession or control of Unito.
- 5.4. Data Protection Agreement. Unito and Customer acknowledge that Customer Data may include personal information and that Unito may have access to or otherwise process such personal information on behalf of Customer when providing the Service. Unito and Customer hereby agree that the Data Processing Addendum hosted on <https://unito.io/security/dpa/> and incorporated herein by this reference shall govern the processing of personal information by Unito under this Agreement.
- 5.5. Unito’s Use of Customer Data. Notwithstanding anything to the contrary in this Agreement or in any Data Protection Agreement, Unito shall have the following rights to use Customer Data:
- 5.5.1. Anonymized Data: The right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service

and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), provided that such information is non-personally identifiable with respect to Customer or any of its users, and Unito will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other Unito offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

- 5.5.2. Non-Anonymized Data: To the extent that any personally-identifiable information is collected, Unito shall collect and use that personal information only for the purposes of troubleshooting, technical support, and diagnosis of bugs and issues involving the Service (and for no other purpose).

6. Duration, Renewal, and Termination

- 6.1. Duration. This Agreement will commence on the Effective Date and will remain in effect until the later of: (i) the date this Agreement is terminated as set forth herein, or (ii) the end date of the last Order Form governed by this Agreement (the “**Term**”).
- 6.2. Termination for Breach. Either party may terminate this Agreement or any Order Form at any time by giving written notice to the other party if the other party is in material breach of any of the terms or conditions of this Agreement and does not cure the breach within 30 days of being notified. If Customer terminates this Agreement for material breach by Unito, Unito will refund to Reseller a pro-rata portion of any pre-paid and unused fees for the Service paid by the Reseller to Unito on Customer’s behalf.
- 6.3. Termination for Insolvency. Either party may terminate this Agreement and all Order Forms as of a date specified in a termination notice if: (i) a party files a petition under any chapter of the United States Bankruptcy Code (11 U.S.C. §101 et. seq., as amended from time to time), or under any similar law or statute (each, an “**Insolvency Statute**”); (ii) a petition is filed under any such Insolvency Statute (provided that such petition is not dismissed within thirty (30) days of filing) or such party notifies the other party that such a petition will be filed under an Insolvency Statute; (iii) a party becomes or is declared insolvent or is unable to pay its debts as they become due; (iv) a party is the subject of any proceedings related to dissolution, liquidation, insolvency, or the appointment of a receiver, trustee, or similar officer for all or a substantial part of such party’s assets; or (v) a party makes an assignment for the benefit of all or substantially all of its creditors.
- 6.4. Suspension or Termination in case of Payment Default. Unito may also terminate this Agreement and Customer’s access to the Service or suspend Customer’s access to the Service, in whole or in part, if Reseller fails to pay any amount due under the Reseller

Contract and such failure remains uncured following the cure period specified in the Reseller Contract. Any such suspension by Unito shall not count as Downtime for the purpose of the Service Level Agreement in Exhibit A.

- 6.5. Survival. All provisions of this Agreement which by their nature should survive termination or expiry of this Agreement will so, including Clause 1.1, Section 4, Section 5, Clause 6.5, Section 7, Section 8, Section 9, and Section 10.
- 6.6. Exclusion of Article 2125 CCQ. If Québec law is chosen as the applicable law under Section 10.1, then Customer acknowledges that its termination rights set out in this Section 6 are exhaustive, and that article 2125 of the Civil Code of Québec is excluded.

7. Representations & Warranties; Limitation of Liability

- 7.1. Customer's Representations and Warranties. Customer represents and warrants that: (i) it is an entity validly existing and organized under the laws of its jurisdiction of formation or incorporation, as applicable; (ii) it has the right and full authority to enter into this Agreement and to perform its obligations hereunder; (iii) the person(s) executing or accepting this Agreement on its behalf have express authority to do so, and, in so doing, to bind it thereto; (iv) it and all users will not use the Service or Software in any manner that is unlawful; and (v) it owns or has a valid license to use and has obtained all consents and approvals necessary for the use and provision of all Customer Data that is input into or otherwise accessed by the Service or Software.
- 7.2. Unito's Representations and Warranties. Unito represents and warrants that:
 - 7.2.1. The Service will be performed in a professional and workmanlike manner, using commercially-reasonable levels of care and diligence.
 - 7.2.2. The Service is free of any virus, Trojan, trapdoor, backdoor, spyware, malware, or other form of malicious code capable of halting or impairing its functionality, or allowing unauthorized access or extraction of data from a user's device.
 - 7.2.3. Unito shall use reasonable efforts to provide advance notice in writing of any scheduled or foreseeable service disruption.
 - 7.2.4. The Service does not, to Unito's knowledge, infringe any third-party copyright, moral right, trade secret, or any Canadian or American patent.
 - 7.2.5. The Service does not infringe the privacy rights or personality rights of any individual.
 - 7.2.6. Unito shall comply with all applicable laws and regulations in the delivery of the Service.

7.2.7. Providing the Service to Customer does not breach any contract to which Unito is a party.

7.2.8. Unito shall at all relevant times maintain commercial general liability insurance with a coverage of at least \$2 million USD.

7.3. Exclusion of Other Representations and Warranties. APART FROM THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN CLAUSE 7.2, UNITO MAKES NO OTHER REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE, WHETHER EXPRESS, IMPLIED, OR STATUTORY. IN PARTICULAR, UNITO EXCLUDES ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE: THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; THAT ANY PARTICULAR RESULT MAY BE OBTAINED FROM USING OF THE SERVICE; THAT THE SERVICE WILL BE FIT FOR ANY PARTICULAR PURPOSE; NON-INFRINGEMENT OF THIRD PARTY RIGHTS; THAT THE SERVICE WILL BE OF MERCHANTABLE QUALITY; THAT THE SERVICE WILL BE COMPATIBLE WITH CUSTOMER'S HARDWARE, SOFTWARE, OR NETWORKING EQUIPMENT. THE SERVICE AND ALL RELATED SOFTWARE, GOODS, AND SERVICE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE.

7.4. No Indirect Damages. OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR BUSINESS OR REVENUE, REGARDLESS OF THE CAUSE OR FORM OF ACTION, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS CLAUSE SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

7.5. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WHETHER CLAIMED IN CONTRACT, EQUITY, TORT, (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE SUMS ACTUALLY PAID BY RESELLER TO UNITO ON BEHALF OF CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO ANY CLAIM FOR SUCH DAMAGES. THE OCCURRENCE OR FILING OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS AMOUNT. For greater certainty, this limitation of liability does not apply to amounts owing

by either party to the other pursuant to indemnification obligations under Section 8, or to breach of confidentiality obligations.

8. Indemnification

- 8.1. Indemnification Obligations. One party to this Agreement must indemnify the other for all damages and costs (including reasonable attorney fees) incurred as a result of the occurrence of an Indemnification Event for that party (defined in Clauses 8.2- 8.3, below). A party who experiences an Indemnification Event shall provide prompt written notice of the circumstances giving rise to the event, and allow the indemnifying party to control the defence of any claim based on the Indemnification Event (at the indemnifying party's option). If, due to a claim of infringement, the Service is held by a court of competent jurisdiction to be infringing, Unito may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder (subject to the refund to Reseller of a pro-rata portion of any prepaid and unused fees in accordance with Section 6.2).
- 8.2. Unito's Indemnification Events. Unito's indemnification obligations apply if and only if there is a final judgment by a court of competent jurisdiction (after exhausting all appeals) which holds that one or more of Unito's representations and warranties set out in Clause 7.2 are false, either in whole or in part. Provided, however, that Unito's indemnification obligations apply only to the extent that any damages awarded by the court of competent jurisdiction are caused by or attributable to the falseness of Unito's representations and warranties set out in Clause 7.2. The foregoing obligations do not apply with respect to portions or components of the Service: (i) not supplied by Unito, (ii) made or adapted in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Unito, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is in breach of this Agreement. For greater certainty, and notwithstanding anything else in this Agreement, Unito's monetary liability under its indemnification obligations or in regard to one or more indemnification events shall be limited to the coverage offered by Unito's insurance policy for such indemnification events and shall in no case exceed the applicable coverage limitations. The occurrence or alleged occurrence of multiple indemnification events shall not increase this limitation unless Unito's insurance policy offers increased coverage for the occurrence or alleged occurrence of multiple indemnification events.

- 8.3. Customer's Indemnification Events. Customer's indemnification obligations apply to all claims and damages brought against Unito arising from: (i) a breach of its obligations under this Agreement; (ii) the failure by Customer to own or have a valid license to use, or to obtain all consents and approvals necessary for the use and provision of the Customer Data that is input into or otherwise accessed through the Service; (iii) any other failure by Customer to comply with applicable law, or (iv) Customer's failure to use the Service as instructed by Unito.

9. Confidentiality

- 9.1. If Customer and Unito have signed a non-disclosure agreement or similar contract, then that contract continues to apply. Otherwise, the confidentiality obligations of the parties shall be as set out in Exhibit B to this Agreement.

10. General

- 10.1. New York Law and Venue; Arbitration. This Agreement shall be governed by the domestic laws of New York, excluding any choice-of-law rules that might designate some other jurisdiction's laws as applicable. The parties exclusively and irrevocably agree to submit all litigation, claims, or controversies arising out of or related to this Agreement or the Service to final and binding arbitration conducted by a single arbitrator according to the Consumer Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be conducted in English before a single arbitrator. The arbitration shall be held in New York, unless the parties agree in writing to some other location.
- 10.2. Assignment. This Agreement may not be assigned or transferred by either party, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except that either party may assign its rights and obligations under this Agreement, in whole or in part, without the other party's consent to a corporate affiliate or to an entity that has acquired all or substantially all of that party's assets, provided that (1) a written notice of such assignment is given to the other party; and (2) the assignee agrees to be bound by all of the assignor's obligations under this Agreement.
- 10.3. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create any relationship of employment, partnership, agency/mandate, trust, fiduciary relationship, or joint venture.
- 10.4. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement of the parties, and replaces any prior or collateral agreements, warranties, understandings, customs, course of dealings, email chains, or trade usages.

There are no obligations, representations, warranties, conditions, or terms between the parties other than those set out herein.

- 10.5. Amendment. No amendment to this Agreement is valid unless in writing and signed by a duly authorized representative of both parties. Rights under this Agreement cannot be waived or suspended except in a signed writing. This Clause 10.5 may not be waived or suspended except in a signed writing.
- 10.6. Severability. If any provision of this Agreement, or portion thereof, is determined by applicable law or a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not impair or affect the remaining provisions of this Agreement, and each provision is hereby declared to be separate, severable and distinct.
- 10.7. Notices. Except as specifically set forth in this Agreement, all notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be considered delivered and effective when (a) personally delivered; (b) one (1) day after posting when sent by reputable overnight carrier; (c) five (5) days after posting when sent by certified mail, or (d) one (1) day after sending via email (subject to acknowledgment of receipt). All notices must be sent to: in the case of Unito: the address set forth on the first page of this Agreement; and in the case of Customer: to the address provided in the Order Form.

Exhibit A: Service Level Agreement

Definitions. For the purpose of this Agreement, the following terms have the following meanings:

1. **“Downtime”** means the time in a given month when the Service is not accessible to more than 50% of Customer’s users, or when more than 50% of Customer’s flows are not synchronizing.
2. **“Monthly Downtime Minutes”** means the sum of the minutes of Downtime for a given month, excluding:
 - a. Any periods of Minor System Maintenance or Major System Maintenance;
 - b. Downtime during weekends and Canadian Federal Holidays; and
 - c. Downtime resulting from outages of third-party services, including, without limitation, Third-Party Offerings, Internet Service Providers, telecommunication failures, power outages, *force majeure*, or any other reasons beyond Unito’s control.
3. **“Minor System Maintenance”** means a planned period of maintenance when the Service is not available and lasting 15 consecutive minutes or less. Unito shall notify Customer’s users at least 1 hour before any Minor System Maintenance through email or in-app chat.
4. **“Major System Maintenance”** means a planned period of maintenance when the Service is not available and lasting more than 15 consecutive minutes. Unito shall notify Customer’s users at least 24 hours before any Major System Maintenance through email. Major System Maintenances will only take place during the following maintenance windows:
 - a. Weekdays from 9 p.m. to 11:59 p.m. Eastern Standard Time; and
 - b. Weekends.
5. **“Agreed Service Time”** means the number of minutes in a given month, obtained by multiplying the number of days in the month by 1440 minutes per day.

Calculation of Service Availability. The Service’s availability in a given month shall be calculated as follows:

$$(\text{Agreed Service Time} - \text{Monthly Downtime Minutes}) \times 100\% / \text{Agreed Service Time}$$

For greater certainty, this calculation excludes any Downtime resulting from a period of time during which Unito blocks data communications or access to some or all of the Service in accordance with its rights under this Agreement or to comply with a court order or other law or at Customer’s request.

Target Availability and Service Level.

The Target Availability for this contract is 99.5% (**“Target Availability”**) or greater.

Exhibit B: Non-disclosure Agreement

“Confidential Information” means any information that is identified as confidential by a party, as well as any information that by its nature would be considered confidential by a reasonable businessperson.

Confidential Information shall not, however, include any information which: (i) was publicly known prior disclosure by the Disclosing Party; (ii) becomes publicly known after disclosure without fault by the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without a duty of confidentiality, as shown by the Receiving Party's written files and records generated prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality.

All Confidential Information of one party (**“Disclosing Party”**) in the possession of the other (**“Receiving Party”**), shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof.

One party's Confidential Information shall not be disclosed, nor used for any purpose except as necessary to perform this Agreement, or except as required by law.

In the event that disclosure of Confidential Information is required by law, the Receiving party shall give the Disclosing Party prompt notice of impending disclosure, so that the Disclosing Party can intervene to protect its rights. All Confidential Information shall remain the property of the Disclosing Party.

The Receiving Party shall promptly give written notice to the Disclosing Party of any actual or suspected breach of this section with respect to the Disclosing Party's Confidential Information, whether or not intentional, and whether or not the result of a third party's actions.

Special Terms for Government Customers: If Customer is a U.S. government entity, Customer agrees that the Service, the Software, the Unito's products and any documentation provided by Unito (or the Reseller on behalf of Unito) (collectively, the "Unito Products") are deemed to be “commercial computer software” and “commercial computer software documentation” pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Unito Products by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.