

REFERFLOW TERMS AND CONDITIONS (PILOT PHASE)

Last Updated: December 6, 2025

IMPORTANT NOTICE

By clicking “I Agree,” creating an account, or using the Services, you accept these Terms on behalf of your organization and represent that you have authority to bind it. If you do not agree, do not use the Services.

ReferFlow is a secure communication and referral workflow tool for licensed clinicians. It is not medical advice, not an EHR, and not for emergencies.

1. DEFINITIONS

“ReferFlow,” “we,” “us,” “our” means ReferFlow, Inc.

“Customer,” “you,” “your” means the organization registering for the Services and its Authorized Users.

“Authorized Users” means Customer’s licensed clinicians and staff permitted to use the Services.

“Services” means ReferFlow’s platform enabling secure image-based referrals, messaging, workflow management, and related features provided during the Pilot.

“Content” means Data, images, clinical notes, referral information, and other materials uploaded or transmitted through the Services.

“PHI” means protected health information under HIPAA (45 C.F.R. §160.103).

“BAA” means the Business Associate Agreement between ReferFlow and Customer.

“Claim(s)” means any and all third-party demands, claims, actions, suits, causes of action, complaints, charges, audits, inquiries, investigations (civil, criminal, administrative, arbitral, or regulatory), and proceedings of any kind.

“Losses” means any and all damages, settlements, judgments, awards, penalties, fines, injuries, liabilities, obligations, costs, expenses, and other losses of any kind, whether direct or indirect, including without limitation reasonable attorneys’ fees, litigation and arbitration expenses, expert witness fees, mediator and arbitrator fees, court costs, administrative and regulatory response costs, investigation costs, forensic and e-discovery costs, accounting fees, and the costs of enforcing any right to indemnification under these Terms. “Governmental Authority” means any federal, state, or local regulator, authority, court, or agency.

2. SERVICES OVERVIEW; NO MEDICAL ADVICE; NOT FOR EMERGENCIES

2.1 Pilot Scope. During the Pilot, ReferFlow will provide Customer with access to a limited but functional version of the ReferFlow platform, which enables Customer and its Authorized Users to create, send, receive, and track image-based referrals, upload and share diagnostic images

and clinical notes in a secure environment, communicate with other providers regarding patient referrals, view referral history and status through a centralized dashboard, and manage user access within the Customer's practice or organization.

2.2 No Medical Advice. ReferFlow does not provide medical advice, diagnosis, treatment, or clinical recommendations. Customer and its Authorized Users remain fully responsible for exercising independent clinical judgment and complying with all professional standards and legal obligations in connection with their use of the Services.

2.3 Not for Emergencies. Customer and its Authorized Users shall not use the Services for emergency or time-critical communications under any circumstances. All emergency or urgent situations must be handled through established medical or emergency-response protocols.

3. ELIGIBILITY; ACCOUNTS; ADMINISTRATION

The Services are offered exclusively to licensed healthcare organizations and their professional staff, all of whom must be at least eighteen (18) years of age, and during the Pilot may only be used by organizations operating within the United States, with access further limited by ReferFlow to Authorized Users located in the State of Illinois. Customer must designate at least one administrator with authority to manage Authorized Users, assign permissions, and oversee Customer's use of the Services, and Customer is fully responsible for all activities that occur under its accounts, whether performed by employees, contractors, medical staff, or agents. Customer must require all Authorized Users to keep their login credentials strictly confidential and must promptly notify ReferFlow if Customer becomes aware of any unauthorized access or suspected compromise of any account credentials. Customer represents and warrants that each Authorized User is properly licensed and credentialed, is authorized by Customer to use the Services, has been trained on Customer's policies and obligations relating to PHI and referral communications, and that Customer has obtained all consents and authorizations required by applicable law and organizational policy to transmit PHI and other patient information through the Services.

4. HIPAA; BAA; PHI HANDLING

ReferFlow acts as a Business Associate and will enter a BAA with Customer. The BAA controls in case of conflict as to PHI.

ReferFlow will:

- use/disclose PHI only as permitted by HIPAA and the BAA;
- implement reasonable safeguards;
- facilitate security incident reporting;

- maintain PHI confidentiality as required by law.

ReferFlow may create de-identified data under HIPAA standards and may use such de-identified data for analytics, security, and service improvement without re-identification.

5. PRIVACY; SECURITY

5.1 Privacy Policy

ReferFlow will collect, use, and process personal data in accordance with its Privacy Policy, which is incorporated into these Terms by reference. Customer acknowledges that its use of the Services constitutes acceptance of the Privacy Policy.

5.2 Security Measures

ReferFlow will maintain a commercially reasonable information-security program designed to protect the confidentiality, integrity, and availability of the Services and Customer Content. Such measures include, but are not limited to, encryption in transit and at rest, access controls, logging, and vulnerability management.

5.3 Incident Reporting

ReferFlow will notify Customer of any security incident or HIPAA breach affecting Customer Content in accordance with the timelines and requirements set forth in the BAA and applicable law.

5.4 Data Location

During the Pilot, all Customer Content will be stored and processed within the United States. If ReferFlow later processes data outside the United States, ReferFlow will implement legally required safeguards and will notify Customer as required.

6. CUSTOMER RESPONSIBILITIES

Customer is solely responsible for obtaining and documenting any patient consents or authorizations required to upload or transmit PHI or other patient information through the Services. Customer is also responsible for ensuring that all routing instructions, workflows, referral destinations, and data-sharing configurations are accurate and appropriate for clinical use. Customer acknowledges that ReferFlow is not the system of record for medical charting or documentation and agrees that it will maintain its own records as required by law, accreditation, or professional standards. Customer must ensure that its use of the Services complies with the federal Anti-Kickback Statute, the Stark Law, and any analogous state referral laws. Customer

must not use the Services to facilitate or conceal any prohibited remuneration or referral arrangements.

7. ACCEPTABLE USE POLICY

Customer agrees that it will use the Services only for lawful purposes and in accordance with these Terms. Customer shall not use the Services in any manner that violates applicable federal, state, or local law; infringes the rights of any third party; jeopardizes the security or integrity of the Services; or improperly discloses PHI. Customer shall not attempt to circumvent, disable, or interfere with any security measures or access controls associated with the Services. Customer shall not introduce any malware, harmful code, or automated processes intended to disrupt or overload the Services. Customer shall not reverse engineer, decompile, or disassemble any portion of the Services. Customer further agrees that it will not send unsolicited or unauthorized communications to patients through the Services and will not transmit PHI through unencrypted SMS or email. ReferFlow does not support SMS messaging during the Pilot.

8. THIRD-PARTY SERVICES; SUBPROCESSORS

The Pilot does not include integrations with third-party software, platforms, or services. Customer acknowledges that ReferFlow may engage third-party subprocessors to support the hosting, operation, and maintenance of the Services. ReferFlow will provide notice of any material changes to its subprocessor list as required by applicable law or contractual commitments.

9. INTELLECTUAL PROPERTY; LICENSE; FEEDBACK

9.1 Intellectual Property

ReferFlow retains all rights, title, and interest in and to the Services, including all software, documentation, interfaces, designs, data models, algorithms, copyrights, trademarks, and other intellectual property.

9.2 Customer Content License

Customer retains all rights in its Content and grants ReferFlow a limited, non-exclusive, worldwide, royalty-free license to host, store, transmit, display, and process such Content solely for the purpose of providing and improving the Services and fulfilling ReferFlow's obligations under the BAA.

9.3 Feedback

Customer agrees that ReferFlow may freely use, modify, incorporate, and exploit any feedback, suggestions, or ideas provided by Customer or its Authorized Users regarding the Services, without restriction and without obligation to compensate Customer.

10. PILOT TERMS

Customer acknowledges that the Pilot is offered at no cost and is intended solely for evaluation, feedback, and limited operational use. The Pilot is provided on an “as-is” and “as-available” basis and may contain limited functionality, incomplete features, or known or unknown defects. ReferFlow may modify, suspend, or terminate the Pilot at any time upon notice to Customer.

11. DATA EXPORT; RETENTION

Upon the termination or expiration of these Terms, Customer may request an export of its Content for a period of thirty (30) days. ReferFlow will provide the export in a reasonably usable electronic format. After the export period has expired, ReferFlow will delete Customer Content within sixty (60) days, except where retention is required by law or permitted for audit, backup, or security purposes. PHI will be handled in accordance with the BAA and HIPAA.

12. DMCA

If Customer believes that any content accessible through the Services infringes its copyright rights, Customer must send a written notice to ReferFlow’s designated DMCA agent that complies with the requirements of 17 U.S.C. §512(c)(3). ReferFlow’s DMCA agent may be contacted at:

DMCA Agent: Chief Operating Officer

Address: 919 N. Market Street, Suite 725. Wilmington, County of New Castle, Delaware 19801

Email: dmca@referflowapp.com

ReferFlow may remove alleged infringing content and may terminate repeat infringers as appropriate under the DMCA.

13. WARRANTIES; DISCLAIMERS

Each party represents that it has full authority to enter into and comply with these Terms. Except for the express warranties set forth herein, the Services are provided “as is” and “as available,” and ReferFlow expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, quiet enjoyment, accuracy, non-infringement, and any warranties arising from course of dealing or trade usage. ReferFlow does not warrant

that the Services will be uninterrupted, error-free, secure, or compatible with Customer's systems.

ReferFlow does not provide medical advice and is not responsible for any clinical decisions or patient outcomes.

14. INDEMNIFICATION

14.1 Customer Indemnification

Customer shall defend, indemnify, and hold harmless ReferFlow, its affiliates, and their respective directors, officers, employees, agents, and subcontractors (collectively, the "ReferFlow Indemnified Parties") from and against any and all Claims and Losses to the extent such Claims or Losses arise out of or relate to Customer's or any Authorized User's use of the Services. This includes, without limitation, Claims and Losses arising from: (a) any violation of applicable law, including HIPAA, the BAA, or any other regulatory requirement; (b) any breach of these Terms or any breach of Customer's representations, warranties, or obligations; (c) any allegation that Customer Content infringes, violates, or misappropriates the intellectual property, privacy, publicity, or other rights of any person or entity, or that Customer failed to obtain any necessary consent or authorization to transmit or disclose such information; (d) any routing instructions, referral decisions, or configuration choices made by Customer or its Authorized Users; (e) the provision or omission of any medical, clinical, or professional services by Customer or its Authorized Users; (f) any fraudulent, negligent, or willful misconduct committed by Customer or its Authorized Users; and (g) any alleged violation of the federal Anti-Kickback Statute, the Stark Law, or analogous state laws arising from Customer's use of the Services.

14.2 ReferFlow IP Indemnification

ReferFlow shall defend, indemnify, and hold harmless Customer and its affiliates, and their respective directors, officers, and employees (collectively, the "Customer Indemnified Parties") from and against any and all Claims and Losses arising from a third-party allegation that Customer's authorized use of the Services, as provided by ReferFlow and used in accordance with these Terms, infringes a valid United States patent, copyright, or trademark, or misappropriates a third party's trade secret. ReferFlow's obligations under this Section apply only to the extent the Claim results directly from the Services themselves and not from Customer's data, conduct, misuse, modification, or combination of the Services with other products or services.

14.3 Exclusions

ReferFlow shall have no indemnification obligation under Section 14.2 to the extent any Claim arises from: (a) the combination of the Services with equipment, software, data, or processes not provided by ReferFlow; (b) any modification of the Services not made by ReferFlow; (c) Customer's use of the Services in violation of these Terms, the BAA, or the Documentation; (d)

Customer Content, including PHI and other data transmitted or uploaded by Customer or its Authorized Users; (e) Customer's failure to use an updated or modified version of the Services that would have avoided the alleged infringement after ReferFlow notified Customer that such version was available; or (f) Customer's use of the Services outside the geographic, functional, or contractual scope permitted by these Terms.

14.4 Remedies

If the Services, or any portion thereof, are found by a court or alleged by a third party to infringe or misappropriate intellectual property rights, ReferFlow may, at its sole option and expense: (a) procure for Customer the right to continue using the Services; (b) modify the Services so that they become non-infringing while retaining substantially equivalent functionality; or (c) replace the Services with a non-infringing alternative providing substantially equivalent functionality. If none of these options is commercially reasonable, ReferFlow may terminate the affected features upon written notice to Customer. If any prepaid fees relate to the terminated features, ReferFlow will refund the unused portion of those fees; however, no refund obligation applies during the Pilot since no fees are charged. The remedies in this Section constitute the Customer Indemnified Parties' exclusive remedy for any intellectual property infringement Claim relating to the Services.

14.5 Procedures

A party seeking indemnification under this Section (the "Indemnified Party") must provide the party responsible for providing indemnification (the "Indemnifying Party") with prompt written notice of any Claim for which indemnification is sought. The failure to provide prompt notice shall relieve the Indemnifying Party of its obligations only to the extent the delay materially prejudices the Indemnifying Party's ability to defend the Claim. The Indemnifying Party shall have sole control over the defense and settlement of any such Claim, except that the Indemnifying Party may not settle any Claim in a manner that imposes any obligation, admission of liability, or non-monetary requirement on the Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party shall cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of the Claim, and may participate in the defense with counsel of its choosing at its own expense. If the Indemnifying Party fails to assume the defense within a reasonable time after receiving notice, the Indemnified Party may defend the Claim at the Indemnifying Party's expense.

15. LIMITATION OF LIABILITY

Except as expressly provided in these Terms, neither party shall be liable to the other party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost data, business interruption, or loss of goodwill, even if such party has been advised of the possibility of such damages.

Except for Customer's indemnification obligations, Customer's payment obligations after the Pilot (if applicable), and liabilities that cannot legally be limited, each party's aggregate liability arising out of or relating to these Terms shall not exceed twenty-five thousand dollars (\$25,000) or the total fees paid by Customer to ReferFlow in the twelve (12) months preceding the event giving rise to the claim, whichever is lesser.

16. CONFIDENTIALITY

16.1 Scope

"Confidential Information" means all non-public information disclosed by either party, whether oral, written, visual, electronic, or in any other form, including:

- business plans, product roadmaps, pricing, financials;
- technical information, system architecture, designs, security measures;
- operational processes, personnel data, customer lists;
- all terms of these Terms and any Order Forms;
- PHI and personal information (subject to the BAA and HIPAA).
Information remains confidential whether disclosed before or after the Effective Date.

16.2 Obligations

Each party agrees to:

- use Confidential Information only for the legitimate performance of these Terms;
- protect Confidential Information using at least the degree of care it uses for its own confidential information, and no less than reasonable care;
- restrict disclosure to its employees, contractors, and advisors with a need to know who are bound by confidentiality obligations at least as protective;
- not reverse engineer, decompile, disassemble, or otherwise attempt to derive the structure of the other party's Confidential Information.

16.3 Exclusions

Confidential Information does not include information that:

- becomes publicly available without breach;
- was known to the receiving party without confidentiality obligations before disclosure;
- is independently developed without reference to the disclosing party's information;
- is rightfully obtained from a third party without confidentiality obligations.

16.4 Compelled Disclosure

If compelled by court order, subpoena, or law, the receiving party may disclose Confidential Information only to the extent required, and must provide prompt notice to the disclosing party (unless legally prohibited) to allow protective measures.

16.5 Return/Destruction

Upon termination or request, each party must return or destroy Confidential Information, except:

- data retained for legal compliance, audit, or backup;
- PHI must be handled per the BAA;
- each party may retain one archival copy for legal purposes.

16.6 Equitable Relief

Any breach of this Section may cause irreparable harm. The non-breaching party may seek injunctive or equitable relief without posting a bond and without waiving arbitration for monetary claims.

16.7 Survival

Confidentiality obligations survive 5 years, except for PHI and security controls, which remain confidential indefinitely.

17. COMMUNICATIONS; MARKETING; NOTICES

ReferFlow may send Customer and its Authorized Users transactional emails and service notifications relating to Customer's use of the Services. ReferFlow may also send marketing communications during the Pilot, provided that such emails do not contain PHI and include an opt-out mechanism as required by law.

All legal notices required or permitted under these Terms shall be sent to ReferFlow at:

ReferFlow, Inc., Attn: Legal, 919 N. Market Street, Suite 725. Wilmington, County of New Castle, Delaware 19801, legal@referflowapp.com

Notices to Customer will be sent to the administrative email address and physical address associated with Customer's account.

18. CHANGES TO TERMS

ReferFlow may update or modify these Terms from time to time in order to reflect changes in our Services, changes in applicable law, or for any other commercially reasonable purpose. If ReferFlow makes any material change to these Terms, ReferFlow will provide Customer with at least thirty (30) days' prior written notice before such change becomes effective, unless a shorter period is required by law or is necessary to address an urgent security, legal, or compliance matter. Customer's continued access to or use of the Services after the effective date of any updated Terms will constitute Customer's acceptance of the updated Terms. If Customer does not agree to the updated Terms, Customer must discontinue use of the Services prior to the effective date of the modifications.

19. TERM; SUSPENSION; TERMINATION

These Terms will commence on the date Customer accepts them and will continue in effect until the Pilot concludes or until terminated earlier in accordance with this Section. Either party may terminate these Terms for convenience by providing at least thirty (30) days' prior written notice to the other party. ReferFlow may suspend Customer's or any Authorized User's access to the Services immediately and without prior notice if ReferFlow determines, in its reasonable discretion, that such suspension is necessary to address a security vulnerability, a suspected or actual violation of law, a breach of these Terms or the BAA, or any other activity that poses a risk to the Services, other customers, or the confidentiality or integrity of data. Upon termination of these Terms, Customer will cease all use of the Services, and ReferFlow will process data export and deletion in accordance with Section 11 of these Terms. Any provisions that by their nature should survive termination will continue in full force and effect.

20. DISPUTE RESOLUTION AND ARBITRATION

20.1 Negotiation

If either party believes that a dispute, controversy, or claim has arisen under or relating to these Terms, that party must provide written notice to the other party describing the nature of the dispute in reasonable detail. Upon receipt of such notice, the parties shall attempt in good faith to resolve the dispute through informal business discussions. Each party shall designate one or more representatives with appropriate decision-making authority to participate in these discussions. The parties must meet, whether virtually or in person, within thirty (30) days after the initial notice in a genuine effort to resolve the dispute before commencing arbitration.

20.2 Arbitration Requirement

If the parties are unable to resolve the dispute through good-faith negotiations within the thirty (30)-day period described in Section 20.1, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, as modified by this Section 20. The arbitrator or arbitration panel shall have the exclusive authority to resolve any dispute regarding the interpretation, applicability,

enforceability, or formation of these Terms, including any argument that all or part of these Terms is void or voidable. The arbitrator's authority shall be limited to resolving disputes between the parties, and the arbitrator shall not have authority to hear or decide any class, collective, representative, or consolidated proceeding.

20.3 Seat / Venue / Governing Law

The parties agree that the seat and legal place of arbitration shall be the State of Delaware, and that the arbitration proceedings will be conducted in the English language. The arbitrator or arbitration panel will apply the substantive laws of the State of Delaware, without regard to its conflict-of-laws principles, to resolve all Disputes submitted to arbitration under this Section. For the limited purpose of seeking temporary or preliminary injunctive relief, enforcing subpoenas or interim orders, or confirming, modifying, or vacating an arbitral award, the parties expressly consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware and waive any objection based on lack of personal jurisdiction, improper venue, or *forum non conveniens*.

20.4 Tribunal

If the total amount in controversy in a Dispute, excluding interest and attorneys' fees, is two hundred fifty thousand dollars (\$250,000) or less, the arbitration will be conducted by one (1) arbitrator appointed in accordance with the AAA Commercial Arbitration Rules. If the amount in controversy exceeds two hundred fifty thousand dollars (\$250,000), the arbitration will be conducted by three (3) arbitrators, with each party selecting one arbitrator and the two party-appointed arbitrators jointly selecting a third arbitrator who will serve as chair of the tribunal; if the party-appointed arbitrators cannot agree on a chair within a reasonable time, the AAA will appoint the chair. All arbitrators must be licensed attorneys with at least ten (10) years of experience in commercial, technology, or healthcare-technology disputes, and must be independent and impartial with respect to the parties.

20.5 Discovery

Within thirty (30) days after the tribunal has been fully constituted, the arbitrator or arbitration panel will conduct a preliminary management conference with the parties to establish a schedule for the arbitration proceedings, including discovery, briefing, and the evidentiary hearing. Discovery will be limited, proportional, and designed to promote efficiency, and each party will be entitled to receive the key documents that are relevant to that party's claims or defenses. For Disputes in which the amount in controversy exceeds five hundred thousand dollars (\$500,000), each party will be permitted to conduct no more than three (3) fact-witness depositions, unless the parties mutually agree otherwise or the tribunal determines that additional depositions are necessary to ensure a fair resolution. The tribunal may permit interrogatories or requests for admission only to the extent they are narrowly tailored to clarify issues in dispute. The tribunal will consider the Federal Rules of Evidence as non-binding guidance when determining the admissibility of evidence. All procedural and evidentiary rulings will be guided by the objective of securing a fair, efficient, and cost-effective arbitration.

20.6 Confidentiality

All aspects of any arbitration proceeding conducted under this Section, including the existence of the arbitration, submissions, evidence, testimony, transcripts, correspondence, rulings, interim orders, and any arbitral award, shall be treated as strictly confidential information by both parties. Neither party may disclose any such information to any third party except: (a) to the extent disclosure is required by law, regulation, or court order; (b) as reasonably necessary to enforce or challenge the arbitral award in a court of competent jurisdiction; or (c) to the party's legal, financial, or professional advisors who are bound by obligations of confidentiality consistent with this Section. The arbitrator(s) shall have the authority to issue protective orders to enforce these confidentiality obligations.

20.7 Interim Relief

Notwithstanding the agreement to arbitrate, either party may seek temporary, preliminary, or emergency injunctive relief, specific performance, or other forms of equitable relief from any state or federal court located in Delaware if such relief is reasonably necessary to protect that party's intellectual property rights, Confidential Information, PHI, data security interests, or to prevent irreparable harm pending completion of the arbitration. Any request for such relief shall not be deemed incompatible with or a waiver of the agreement to arbitrate, and the arbitration shall proceed simultaneously with any request for equitable relief, unless the court expressly orders otherwise.

20.8 No Joinder; No Class Actions

The parties agree that any arbitration under these Terms shall be conducted solely on an individual basis. The arbitrator shall have no authority to join the claims of multiple parties, to consolidate separate arbitration proceedings, or to conduct any arbitration as a class, collective, representative, or private attorney-general action. The parties expressly waive any right to participate in or bring such proceedings.

20.9 Awards; Remedies; Fees

The arbitrator or arbitration panel shall issue a reasoned written award setting forth the essential findings of fact and conclusions of law supporting the decision. The arbitrator may award any remedy or form of relief that would be available to a court under Delaware law, including injunctive relief and specific performance, except as expressly limited by these Terms. The arbitrator may award monetary damages and may also award attorneys' fees, arbitration costs, and expert-witness fees to the prevailing party if the arbitrator determines that such an award is appropriate under the circumstances. Any monetary award shall accrue interest from the date of breach or injury at a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is lower.

20.10 Enforcement; Limited Court Jurisdiction

For purposes of enforcing this arbitration clause, compelling arbitration, issuing subpoenas, obtaining interim relief under Section 20.7, or confirming, modifying, or vacating any arbitral award, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware. Each party irrevocably submits to such jurisdiction and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

20.11 Jury Waiver

To the fullest extent permitted by applicable law, each party knowingly, voluntarily, and irrevocably waives any and all rights to a trial by jury in any judicial proceeding arising out of or relating to these Terms, the Services, or any dispute between the parties, including proceedings brought for enforcement or review of an arbitral award.

20.12 Survival

This Section 20 shall continue to apply to the parties notwithstanding the termination or expiration of these Terms. The arbitration agreement, confidentiality obligations, limitations on joinder, and the jury-trial waiver shall remain fully enforceable after the Services have ended.

21. EXPORT; SANCTIONS; ANTI-CORRUPTION

Customer represents that it will not use the Services in any manner that would cause either party to violate applicable export-control laws, economic sanctions, or anti-corruption laws, including but not limited to the U.S. Export Administration Regulations, the Office of Foreign Assets Control regulations, and the Foreign Corrupt Practices Act. Customer agrees that it will not provide access to the Services to any person or entity located in an embargoed jurisdiction or listed on a U.S. government restricted party list and will not use the Services to facilitate any form of unlawful payment, inducement, or transfer of value.

22. MISCELLANEOUS

These Terms constitute the entire agreement between the parties with respect to the Pilot and supersede all prior or contemporaneous agreements or understandings relating to the same subject matter. Neither party may assign these Terms without the prior written consent of the other party, except that either party may assign these Terms to an affiliate or to a successor in interest in connection with a merger, acquisition, or sale of substantially all of its assets.

No delay or failure to exercise any right under these Terms shall operate as a waiver of that right. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties are independent contractors, and nothing in these Terms shall be construed to create a partnership, joint venture, or agency relationship.