

## Galvanize Services Terms

These Galvanize Services Terms (the "**Services Terms**") apply to the services provided by **ACL Services Ltd. dba Galvanize** and its affiliate and subsidiary companies ("**Galvanize**"), to customers ("**you**" or "**your**") who have purchased training and/or consulting services (individually and collectively, the "**Services**") for Galvanize products ("**Galvanize Products**"). These Services Terms are incorporated by reference into the Statement of Work ("**SOW**") and/or Galvanize ordering document ("**Order Form**") for the Services you have purchased.

### 1. Provision of Services

- 1.1 Galvanize will provide the Services set out in the SOW and/or Order Form. You may purchase additional Services by entering into a new SOW, Order Form, or a project change request.
- 1.2 Galvanize will provide the Services in accordance with accepted industry practice with the requisite skill and care that would be exercised by those who perform similar services. Galvanize will provide competent personnel (either Galvanize employees or Galvanize certified contractors) with sufficient skill, knowledge and training to perform the Services and will further ensure that such personnel adhere to your applicable and reasonable safety and security guidelines. Galvanize remains responsible for the actions of the personnel that it assigns.
- 1.3 If Services are to be performed by Galvanize personnel on your premises or require that Galvanize personnel have access to your internal systems, networks, client information or personal data, Galvanize will comply with your applicable information security policies and procedures of which Galvanize has been informed in writing; provided however, that you will not impose any requirement that would violate, or may cause Galvanize to violate, applicable laws in the jurisdiction where Galvanize is located.
- 1.4 In order for Galvanize to properly provide the Services, you may be required to have certain equipment, software or systems in place, or to provide Galvanize with certain data, as set out in the applicable SOW or as reasonably requested by Galvanize. You agree to use commercially reasonable efforts to comply with such requirements and to provide such other items and assistance as may reasonably be required by Galvanize to perform the Services. Failure to do so may cause delays in the delivery of the Services or result in additional time or charges.
- 1.5 The Services will be scheduled and confirmed upon receipt of the signed SOW and/or Order Form and will take place within six (6) months of the date of the SOW and/or Order Form. If you have not requested and used the Services before the date stated in the SOW and/or Order Form, and this is not due to a failure by Galvanize to schedule its personnel, Galvanize will not be obligated to provide any Services after that date.
- 1.6 Galvanize represents and warrants that: (a) it will perform the Services in a diligent and workmanlike manner and in accordance with current industry standards, these Services Terms and any SOWs, exhibits and attachments thereto; (b) Work Product and Scripts (each as defined below) will conform to the related plans, specifications and other documents prepared by or for Galvanize under these Services Terms; and (c) it has acquired and will acquire all rights necessary for your use or ownership, as applicable, of the Work Product in accordance with these Services Terms.
- 1.7 If you have purchased an annual allotment of hours for your subscription year, all activities performed by Galvanize (remote and onsite) including but not limited to, planning, requirement gathering, solutioning, prototyping, configuration, training and enablement, project management and oversight, travel time and data migration, will draw from these hours. Each annual allotment of hours is non-transferable to third parties and will expire at the end of each subscription year if not used (i.e. the hours will not carry over to the following year). For all such consulting work requested, Galvanize will provide you with an estimated number of hours to complete it. Should your scope of work require a greater number of hours than what you have purchased, Galvanize will inform you and provide you with an estimate for the additional hours using the Galvanize consulting rates applicable at the time of scoping/contracting. The Services will not begin until the estimate is accepted by you. We will require that you assign/designate a primary contact to interact with our personnel to ensure that you perform all activities/responsibilities that are needed for the success of the work requested in a timely manner (e.g. validation) and to manage the aforementioned scoping/contracting and acceptance of the estimate. If you cancel your subscription to the applicable ACL Products, all remaining hours will be forfeited at the time of cancellation.

## 2. Fees and Expenses

- 2.1 You will pay Galvanize the fees set out in the SOW and/or Order Form for the Services and any applicable taxes (excluding Galvanize's income and franchise taxes) or other governmental fees based on the address specified in the SOW or Order Form related to the Services. Galvanize will not charge tax from which you are exempt if you are a tax exempt institution or entity and you provide the applicable tax exemption certificate. Unless otherwise stated in the applicable Order Form or SOW, fees are due within thirty (30) days from the date of Galvanize's invoice.
- 2.2 Reasonable out-of-pocket expenses incurred by Galvanize to provide the Services (e.g. hotel, travel and meals) will be invoiced after they are incurred. Expenses will be invoiced at actual cost in accordance with the reasonable travel policy provided by you. Galvanize reserves the right to suspend Services if payment is not made by the due date. You further acknowledge that your invoicing and shipping addresses are set out in the Order Form, and these addresses may vary from the address set out in the SOW for consulting services.
- 2.3 Galvanize does not charge for time required to prepare for a standard training course; however, for customized training courses, or if you require Galvanize to carry out additional preparation, such as incorporation of complex data files into the training course, or tailoring and developing any aspect of the training course, Galvanize may, upon obtaining your agreement, charge for the additional time required to carry out such work.

## 3. Rescheduling and Cancellation of a Training Course

- 3.1 You may reschedule a training course, at no charge, to a date acceptable to both parties by giving Galvanize at least thirty (30) days notice prior to the commencement of the training course. If you reschedule the training course with less than thirty (30) days notice, you will be charged twenty-five percent (25%) of the training course fee.
- 3.2 If you cancel a training course, you will be charged: (a) fifty percent (50%) of the training course fee, if you cancel the training course at least thirty (30) days prior to the commencement of the training course; or (b) the full training course fee, if the cancellation occurs within thirty (30) days prior to the commencement of the training course.
- 3.3 If you reschedule or cancel any training course, or reschedule any on-site visit for the consulting services, you are responsible for paying all non-refundable out-of-pocket expenses incurred by Galvanize due to the rescheduling or cancellation.

## 4. Relationship of the Parties

- 4.1 Galvanize will perform the Services as an independent contractor and will not act, hold itself out as, or be your agent. For greater certainty, Galvanize's directors, officers, employees and agents are not and will not be construed as your employees and will not be entitled to any benefits offered by you to your employees, including, but not limited to, group sickness or accident insurance coverage, medical services plan coverage, supplementary employment benefits, profit sharing or group life insurance benefits.

## 5. Intellectual Property Rights and Ownership

- 5.1 Galvanize acknowledges and agrees that you have, and will retain, all title, ownership rights and intellectual property rights (including, all patents, copyrights, trademarks, trade secrets and moral rights) in and to your own software, documentation, materials, methodologies, know-how or other such information ("**Customer Property**"). Galvanize is hereby licensed to use Customer Property provided to Galvanize by you solely for the purpose of performing the Services, and you warrant that you have all rights necessary to grant such license. Subject to Sections 5.2 and 5.3, and unless otherwise provided in the applicable SOW, you own all right, title and interest in and to any reports, documents, processes or other materials (but excluding Galvanize Products, Scripts, content or templates made available through any Galvanize Product) created by Galvanize for you and provided as a deliverable under the applicable SOW ("**Work Product**"). Work Product may be used by Galvanize, its subcontractors or its and their employees and agents for other purposes, provided that Galvanize does not use or disclose any of your Confidential Information, Customer Data or Customer Property obtained in the course of developing the Work Product. You hereby grant to Galvanize a non-exclusive, perpetual, worldwide, royalty-free license to use the Work Product for the purposes described herein.
- 5.2 "**Scripts**" or "**Analytics**" means the non-compiled computer program consisting of a series of commands that performs a particular task, or several related tasks, written in Galvanize's proprietary language, and

interpreted by Galvanize's platforms, for the purposes of achieving the data analysis, or other such function, as required by you under a particular SOW. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that any Scripts developed or provided by Galvanize as part of the Services are designed to work only in conjunction with Galvanize Products and that all title, ownership rights and intellectual property rights in and to such Scripts, including any methodologies, know-how, ideas or materials related to such Scripts and their development, belong to Galvanize. Upon payment of the fees for such Services, Galvanize grants you a non-exclusive, worldwide, royalty-free license to use the Scripts in conjunction with the Galvanize Product(s) for which they were provided and in accordance with the applicable terms for use of such product(s), and to modify the Scripts for your internal business operations. Once delivered, Galvanize is not required to maintain, support or otherwise repair the Scripts, or any part thereof. You may purchase additional services from Galvanize for any further modification or maintenance of the Scripts by entering into a new SOW or a project change request.

- 5.3 If you have purchased a training course, Galvanize will provide you with Galvanize's standard training software and training manuals for the training course. The training software is provided for use during the training course and must be deleted upon completion of the training course. The training manuals are provided as reference materials for your own internal use and may be retained by you after the training course. You must not: (a) copy the training manuals without the prior written consent of Galvanize; or (b) use an audio recorder, video recorder, still camera or any other equipment (e.g. mobile phone) to record the training course. All title, ownership rights and intellectual property rights in the training course, training software and the training manuals belong to Galvanize.

## **6. Disclaimer**

- 6.1 EXCEPT AS EXPRESSLY PROVIDED IN THESE SERVICES TERMS, THE SERVICES AND SCRIPTS ARE PROVIDED "AS-IS" AND ARE NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE. EXCEPT AS OTHERWISE RESTRICTED BY LAW, GALVANIZE AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THEIR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, OR SATISFACTORY OR MERCHANTABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GALVANIZE, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED IN THESE SERVICE TERMS, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. GALVANIZE WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THIRD PARTY SOFTWARE THAT OPERATES SEPARATELY BUT IN CONJUNCTION WITH THE SERVICES, AS SUCH THIRD PARTY SOFTWARE IS LICENSED TO YOU UNDER SEPARATE AGREEMENTS. Some jurisdictions may not the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to a ninety (90) day period commencing from the date the Services are delivered.

## **7. Mutual Limitation of Liability**

- 7.1 THE PARTIES AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (EXCEPT FOR THE FEES AND EXPENSES PAYABLE HEREIN), BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES AND/OR SCRIPTS PROVIDED BY GALVANIZE UNDER THESE SERVICES TERMS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, in which case portions of the foregoing limitation and exclusion provisions may not apply to you.
- 7.2 THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE SERVICES TERMS WITH AN AGGREGATE VALUE GREATER THAN THE FEES AND EXPENSES PAID AND/OR PAYABLE BY YOU FOR THE SERVICES THAT GAVE RISE TO THE CLAIM.

- 7.3 The limitation of liability in Section 7.2 will not apply to: (a) a party's breach of its confidentiality obligations under these Services Terms; (b) damages for infringement of a party's intellectual property rights; (c) liability for damage to tangible or real property caused by the gross negligence or willful misconduct of a party; (d) liability for death or personal injury caused by the negligence of a party; or (e) any fraudulent act or fraudulent omission of a party. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, in which case portions of the foregoing limitation and exclusion provisions may not apply to you.

## **8. Termination**

- 8.1 These Services Terms will commence on the effective date of an SOW and will remain in effect until completion of the Services under any SOW or until terminated by either party as provided in this Section 8, whichever occurs first.
- 8.2 Either party may immediately terminate the Services if the other party: (a) is in breach of its confidentiality obligations under these Services Terms; (b) becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, has a receiver, administrator or manager appointed, makes an assignment for the benefit of creditors or takes the benefit of any applicable law or statute in force for the winding up or liquidation of corporations; or (c) is in material breach of these Services Terms (such as, failure to pay the fees and expenses) and fails to either cure the breach or make substantial progress to the terminating party's reasonable satisfaction to cure such breach within thirty (30) days of the provision of notice of such breach from the terminating party.
- 8.3 If you terminate the Services pursuant to Section 8.1, or if Galvanize terminates the Services because of Section 8.1(b), Galvanize will refund any pre-paid fees for Services not actually performed. If Galvanize terminates the Services pursuant to Section 8.1(a) or (c) above, you will not be entitled to a refund of any fees paid by you.
- 8.4 Upon termination of the Services, each party will immediately return to the other party all Confidential Information of the other party in its possession or control.
- 8.5 The termination of the Services by either party will not constitute a waiver of any fees, amounts or charges due by you, nor will termination in any way reduce or compromise any other rights of either party under these Services Terms.
- 8.6 All terms that by their nature should survive termination of this Agreement will survive.

## **9. Non Solicitation of Staff and Background Checks**

- 9.1 During the performance of the Services and for a period of one (1) year after the completion of the Services, neither party will solicit for the purposes of employment or retain as an independent contractor any of the other party's employees or contractors involved in providing the Services, provided that the foregoing will not prohibit either party from employing any individual who applies for a position in response to an internal posting, employment advertisement or other general solicitation of employment.
- 9.2 Galvanize conducts background checks appropriate for the type of Services to be performed by its personnel under the Agreement and in accordance with all applicable laws.

## **10. Confidentiality**

- 10.1 Each party may have access to information that is confidential to the other party, including, but not limited to, the Galvanize Products, Customer Data, Customer Property, the terms and pricing of your Services, all inventions, know-how, business, technical and financial information a party obtains and all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential ("**Confidential Information**"). Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party's Confidential Information. Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement until such party returns or destroys all Confidential Information in its possession or control. Neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid

government or court order. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of these Services Terms. Each party further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.

- 10.2 If the receiving party is required or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest disclosure. Any such disclosure will be limited to the extent required and will be subject to confidentiality protections and to the extent reasonably practicable. Disclosure of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement.

## 11. Security; Privacy

- 11.1 For purposes of these Services Terms, "**Customer Data**" means any data, information or other material (proprietary, copyrighted or otherwise) which is uploaded, entered, created or otherwise provided by you in the course of using the Service, including, but not limited to, any third party data obtained by you, and for greater certainty, may include:

- (a) protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations);
- (b) non-public personal information (i.e., any information that would be termed "non-public personal information" under the Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations);
- (c) personal data (i.e., any information relating to an identified or identifiable natural person, as further defined under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)); and
- (d) other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable law).

- 11.2 You may not disclose Customer Data to Galvanize unless you have lawfully obtained such Customer Data and you fully comply with all applicable laws with respect to such Customer Data. You represent and warrant that you are in compliance with and will comply with all applicable intellectual property, privacy and data protection laws and regulations with respect to any Customer Data disclosed to Galvanize and with respect to your use of the Services. You will indemnify, defend and hold Galvanize harmless from any claims, losses and causes of action arising out of or related to your breach of this Section.

- 11.3 Galvanize has implemented and will maintain commercially reasonable, industry-standard technical and organizational safeguards (including, without limitation, with respect to personnel, facilities, hardware and software, storage and networks and any other organizational and technical measures necessary to protect against unauthorized access, use or disclosure of Customer Data) to prevent the unauthorized access, use or disclosure of Customer Data which is maintained or processed by Galvanize in the course of carrying out its obligations under these Services Terms. Galvanize will not: (a) modify Customer Data; (b) disclose Customer Data; or (c) access Customer Data, except in each case in accordance with an agreed upon SOW or Order Form or in accordance with your written instructions. Galvanize is not responsible or liable for the deletion, damage, loss of or failure to store any Customer Data, except to the extent caused by Galvanize's material breach of its obligations under these Services Terms.

- 11.4 Galvanize will, in accordance with its Security Incident Response Plan, notify you without undue delay if Galvanize determines that the security of Galvanize's systems has been breached and this results in Customer Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information. Galvanize will report to you on the corrective action being taken in response to such security breach and will reasonably cooperate with you in mitigating the effects of any lost or compromised Customer Data. Galvanize has and will maintain a current SOC2 Type II report (or industry-accepted successor security audit) prepared by a third-party auditor consisting of a comprehensive internal controls assessment covering the internal controls and information security related to the Service. Upon request, Galvanize will provide a copy of its then-current SOC report to you.
- 11.5 If any Personal Data disclosed or to be disclosed to Galvanize under these Service Terms constitutes "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 and related rules, Galvanize will, upon request, enter into Galvanize's standard form of Business Associate Agreement with you.
- 11.6 If you are required to comply with the information security standards required by the Gramm-Leach-Bliley Act and the regulations issued thereunder, and with other similar statutory, legal and regulatory requirements, Galvanize will reasonably cooperate with you to assist you, at your cost, in complying with such laws as they apply to the Services.
- 11.7 If you are subject to EU data protection laws, and any information disclosed or to be disclosed to Galvanize under these Services Terms constitutes "personal data" as defined in the EU General Data Protection Regulation, you agree that you are the data controller with respect to such information, and you will comply with the terms of the General Data Protection Regulation applicable to data controllers. Galvanize will act as a data processor and will enter into Galvanize's standard form Data Processing Addendum with you, a copy of which is available at <https://www.wegalvanize.com/terms>.

## **12. Notice**

- 12.1 Any notice that either party is required or permitted to give to the other party under these Services Terms will be in writing and be delivered to ACL Services Ltd. dba Galvanize at its address set out at <http://www.wegalvanize.com/about> (Attention: Legal Department) and to you at the address stated on the SOW and/or Order Form. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party, which notice may be sent by fax, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient. The delivery of notice will be by personal delivery, courier, registered mail or confirmed e-mail (except that e-mail notice will not apply for notices required under the "Dispute Resolution" provision below). Delivery will be deemed effective upon receipt, if delivered personally, or by courier; or five (5) business days from sending, if delivered by registered mail; or after confirmed receipt, if by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).

## **13. Governing Law and Dispute Resolution**

- 13.1 If you are located in the United States, these Services Terms will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, these Services Terms will be governed by and construed in accordance with the laws of England. If you are located in Asia (other than the Middle East) these Services Terms will be governed by and construed in accordance with the laws of Singapore. If you are located in any other country or location, these Services Terms will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 13.2 This Section will apply to resolve all disputes arising out of or relating to the Services. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of these Services Terms. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim.

- 13.3 If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of either party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. If you are located in the United States, the arbitration will be held in New York, New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in Asia (other than the Middle East) the arbitration will be held in Singapore and the arbitration will be conducted in accordance with the SIAC (Singapore International Arbitration Centre) Rules. If you are located in any other country or location, the arbitration will be held in Vancouver, British Columbia, Canada and the arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre. The language of arbitration will be English.

#### **14. General**

- 14.1 Neither party will be liable to the other for any delays in performing or failing to perform any obligation under these Services Terms if and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party (which expressly excludes a lack of sufficient funds) provided that the party prevented or delayed from performance immediately notifies the other party of such disability and resumes performance as soon as possible following removal of the disability.
- 14.2 These Services Terms, together with the SOW and/or Order form for the Services, are the complete and exclusive statement of the agreement between the parties with respect to the provision of Services by Galvanize, and supersede any prior discussions or agreements, oral or written, between the parties. The terms of your purchase order or any other ordering document will not be binding and will not be construed to modify these Services Terms. Any changes to these Services Terms must clearly state that it is an addendum to the Services Terms and must be signed by both parties before it is considered executed and binding on the parties.
- 14.3 If any provision of these Services Terms is prohibited by law or declared invalid, illegal or unenforceable, then such provision will be severed and all other terms of these Services Terms will remain in full force and effect. A waiver by either party of any rights in respect to any breach of these Services Terms by the other party will not be effective unless communicated in writing to the other party. Any such waiver will not constitute a waiver of any rights in respect to any subsequent breach of the same or any other provision of these Services Terms.
- 14.4 Either party may assign its rights under these Services Terms to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by these Services Terms. In addition to the foregoing, you may only assign these Services Terms if the assignee is not a competitor of Galvanize and you cease use of the Services. Neither party will be considered in breach of the confidentiality provisions of these Services Terms by reason of such assignment. These Services Terms will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 14.5 The version of the Services Terms that applies to you is the version that is posted on the acl.com website as of the date of the SOW and/or Order Form for the Services you have purchased. Galvanize may, from time to time, amend these Services Terms without prior written notice to you. The newer versions of the Services Terms will only apply to new SOWs and/or Order Forms that are issued after such update. If you have already signed a SOW and/or Order Form under an older version of the Services Terms, the newer version of the Services Terms will not apply to you.
- 14.6 In the event of any conflict or ambiguity between the English language version and any other language version of these Services Terms, the English language version will prevail.