

# KONNEQT'S SOFTWARE LICENSE AGREEMENT

This **KONNEQT Software License Agreement** (the "**Agreement**") is entered into by **You** and the applicable **KONNEQT** entity, as described below. If you are an individual accepting this Agreement on behalf of a company or other legal entity, you represent that you are authorized to bind the entity to the terms of this Agreement. In such cases, "**You**" or "**Your**" will refer to the entity bound to this Agreement, not to you as an individual.

By using or accessing the Software, signing this Agreement or any document that references it (such as an Order), or by clicking "**I agree to the Terms**" (or similar button or checkbox) upon downloading or installing the Software, **You indicate Your Acceptance of this Agreement and agree to be bound by its terms.** If You do not agree to this Agreement, **do not use or access the Software.**

## Definitions

"**Order**" means a document submitted by You authorizing the purchase of the requested **Products**, the **Support Plan**, associated fees, and any additional terms.

"**Products**" collectively refers to the **Software**, **Support**, and/or other **Services** obtained by You from **KONNEQT**, subject to the terms of this Agreement.

"**Software**" means the computer programs developed and owned by **KONNEQT** to which this Agreement applies, regardless of how you obtain or access them. This includes security patches, updates, and other modifications supplied by **KONNEQT**.

"**Services**" refers to training, consulting, and other professional services, including **Support**, as specified in an **Order**.

"**Support**" means the technical support provided by **KONNEQT** to a **Subscriber** for the **Software**, in accordance with the **KONNEQT Support Services** described on Section 4.1.

"**Support Plan**" means the service level selected in an **Order**, based on the levels defined in the **Support Services Policy**.

"**Subscription**" is a commercial offering from **KONNEQT** consisting of a license to use, and access to Support for, the Software, for a specific period of time.

"**Subscription Period**" refers to a commercial offering from **KONNEQT**, which includes a license to use the **Software** and access to **Support** for a specific period of time.

## License Grant

**License for Commercial Use.** If You purchase a **Subscription** from **KONNEQT** or one of its authorized **Resellers**, **KONNEQT** hereby grants You, as the “**Subscriber**”, a **worldwide, non-exclusive, non-transferable, non-sub-licensable, and terminable license** to use the **Software** for the duration of the **Subscription Period**. This license is **limited** to the specific **Software configuration and usage limits** defined in the **Order**.

The **Order** will specify the scope of the **Subscription** purchased by the **Subscriber**, including:

1. **Product versions**
2. **Production or non-production use**
3. **Usage limits** (e.g., cores or transaction limits)
4. **Any other applicable license parameters**

## Conditions of Use

A license granted to You under this Agreement is **valid only if You adhere to the following conditions**:

1. **Maintenance of Copyright Notices.** You shall not remove or alter any copyright or license notices included in or displayed on the **Product**.
2. **Modification.** You shall not modify, alter, decompile, decrypt, disassemble, translate, or reverse engineer the **Product**.
3. **Distribution.** You shall not sublicense, transfer, lease, rent, distribute, or otherwise make the **Software** available to any third party.
4. **SaaS.** Unless explicitly authorized by **KONNEQT**, You shall not offer the **Software** as a commercial **Software-as-a-Service (SaaS)** solution.
5. **Compliance with Applicable Laws.** You shall comply with all **applicable laws and regulations** governing the use of the **Software**.

## Subscription Terms and Conditions

If You purchase a **Subscription**, the following terms and conditions apply:

### **Support**

**KONNEQT** will provide the **Subscriber** with **Support** for the **Software** during the **Subscription Period** in accordance with the **Support Plan** specified in the applicable

**Order** and subject to the **KONNEQT Support Policy**, available at <https://konneqt.io/support-policy>.

Each **Subscription** includes **Query Support**, subject to the maximum hours limit indicated in the **Order**. **Limits may be increased upon payment of additional fees**. The maximum hours limit resets upon **renewal for each subsequent annual period**, and **unused hours do not carry over** to the next period.

### **Technical Currency**

**KONNEQT** will provide the **Subscriber** with all new versions of the **Software** that it generally releases, including **updates, security patches, improvements, enhancements, and bug fixes**. **All new versions of the Software are subject to the terms of this Agreement**.

### **Online Services**

A **Subscription** may include access to **online services**. Use of these services is governed by the following:

1. **KONNEQT Terms of Use:** <https://konneqt.io/terms-of-use>
2. **KONNEQT Privacy Policy:** <https://konneqt.io/privacy-policy>
3. **KONNEQT Cloud Terms of Use:** <https://konneqt.io/cloud/terms-of-use>

### **Increases in Software Use**

The **Subscriber** may increase its use of the **Software** during the **Subscription Period** beyond the scope specified in the applicable **Orders**, provided that the **Subscriber** promptly notifies **KONNEQT** of the additional use and pays the applicable **Fees**.

### **Bursting Use**

The **Subscriber** may temporarily exceed the **Subscription** limits at no additional **Fee**, within the **bursting limits** for the **Product** ("**Authorized Bursting Use**"). If the **Subscriber** exceeds **Authorized Bursting Use**, it must notify **KONNEQT**, retroactively increase the allowed usage limits for the period in which the limits were exceeded, and pay the applicable **Fees**.

1. **For products limited by a maximum number of cores:** Authorized Bursting Use allows up to **10 days** (discrete **24-hour periods**) within an **annual Subscription period**, during which the core count may exceed the **Subscription** limit by no more than **25%**.
2. **For products limited by a maximum number of monthly transactions:** Authorized Bursting Use allows transactions up to **25% over the monthly cap**, within a single **calendar month per annual Subscription period**.

## Subscription Renewal

**Subscriptions** automatically renew for additional periods of **one year**, unless the **Subscriber** notifies **KONNEQT** in writing **at least 90 days prior to the end of the Subscription Period** that it wishes to:

1. Renew for a longer period, or
2. End the **Subscription**.

Upon renewal, **unit fees** increase by **10%**, unless otherwise specified in an **Order**. Renewals for **promotional or one-time priced Subscriptions** will be based on **KONNEQT's applicable price list in effect at the time the discount was originally granted**. Renewal **Fees** are due in accordance with the **Fees and Payment** terms of this **Agreement**.

### Termination for Change in Services

**KONNEQT** may modify the terms of **Support** or **Services** from time to time without affecting the validity of this **Agreement**. In the event of any **material changes**, **KONNEQT** will attempt to notify the **Subscriber** by sending an email to the **point of contact** address provided by the **Subscriber**. If the changes result in a **material and adverse impact** on the terms of **Support** or **Services**, the **Subscriber** has the right to terminate this **Agreement** by providing **30 days' written notice** to **KONNEQT** at the following email address: [support@konneqt.io](mailto:support@konneqt.io). In the event of such termination, **KONNEQT** shall reimburse the **Subscriber** a **pro rata refund** of any **prepaid fees**.

### Remedies

**KONNEQT'S** sole obligation, and the **Subscriber's** exclusive remedy, for any breach of representations, warranties, or obligations under this **Agreement** shall be: 1) **For a defective or faulty bug fix, patch, or similar issue** – **KONNEQT** will provide the **Subscriber** with a **corrected version** that allows for proper installation. 2) **If Option (1) is not applicable or deemed commercially unfeasible by KONNEQT** – **KONNEQT** may terminate this **Agreement** and issue a **pro rata refund** of the fees paid by the **Subscriber**.

### Audit

Upon **KONNEQT's** request, with **reasonable notice**, the **Subscriber** shall permit **technical and operational audits** related to the subject matter of this **Agreement**. Audits may include verifying that the **Subscriber's** usage of the **Software** complies with the **usage limits** specified in the applicable **Order**. Audits shall be conducted **during the Subscriber's regular business hours**, and **KONNEQT** shall adhere to all **confidentiality** and **data protection** requirements. If an audit

reveals **non-compliance**, the **Subscriber** shall be responsible for all **costs associated with conducting the audit**. Additionally, if the audit determines that the **Subscriber** has exceeded the **subscribed usage limits**, the **Subscriber** shall pay **KONNEQT prorated fees** for the excess usage at the same rate(s) specified in the most recent **Order**. If the **start date of the excess usage** cannot be determined to **KONNEQT's** satisfaction, it shall be deemed to have commenced on the **Subscription start date**.

## KONNEQT Consulting Services

**QuickStarts, Training, Technical Account Management, Managed Services**, and other services provided by **KONNEQT** to the **Subscriber** are subject to the following terms:

### Consulting Services Terms

**KONNEQT** provides on-site and remote consulting services in accordance with the **Consulting Service Terms**, available at <https://konneqt.io/licenses/consulting-terms>, as updated or amended from time to time.

### Managed Services Terms

**KONNEQT** provides **Managed Services** in accordance with the **KONNEQT Managed Services Terms and Service Level Agreement**, available at <https://konneqt.io/licenses/managed-services-terms>.

### Cloud Services Terms

**KONNEQT** provides **Cloud Services** in accordance with the **KONNEQT Cloud Services Terms and Service Level Agreement**, available at <https://konneqt.io/licenses/cloud-services-terms>.

### Independent Contractor

The parties acknowledge that their relationship is that of **independent contractors**. Neither party, nor any **partner, agent, or employee** of either party, has the authority to **bind the other party to contracts** or create obligations on its behalf without prior written authorization.

### Non-Solicitation

During the term of this **Agreement** and for a period of one (1) year after its termination, neither party shall, directly or indirectly: (a) **Solicit for hire or engagement** any personnel of the other party who were involved in the provision or receipt of **Services** under this **Agreement**; or (b) **Hire or engage** any person or entity who is or was employed or engaged by the other party and was involved in the provision or receipt of **Services** under this **Agreement**, until at least **one hundred eighty (180) calendar days** have passed following the termination of that person's or

entity's employment or engagement with the other party. For purposes of this section, "solicit" does not include **broad-based recruiting efforts**, such as **help-wanted advertisements** or the posting of open positions on a party's website. If **You** hire or engage, directly or indirectly, any **KONNEQT** personnel in violation of this section, **You** shall pay **KONNEQT** a **contractual penalty** equal to **three times the monthly billing rate** (assuming **168 hours per month**) for such personnel.

## Reseller Orders

This section applies if **You** purchase **Products** through an authorized **KONNEQT** reseller ("**Reseller**").

1. Instead of paying **KONNEQT** directly, **You** shall pay the applicable amounts to the **Reseller**, as agreed between **You** and the **Reseller**. **KONNEQT** may suspend or terminate **Your Subscription** if it does not receive the corresponding payment from the **Reseller**.
2. Instead of submitting an **Order** directly to **KONNEQT**, **Your order details** will be as stated in the order placed with **KONNEQT** by the **Reseller** on **Your** behalf. The **Reseller** is responsible for ensuring the accuracy of any such order as communicated to **KONNEQT**.
3. If **You** are entitled to a **refund** under this **Agreement**, then unless otherwise specified by **KONNEQT**, any applicable fees will be refunded to the **Reseller**, who shall be solely responsible for reimbursing **You** accordingly.
4. **Resellers** are not authorized to **modify** this **Agreement** or make any **promises or commitments** on behalf of **KONNEQT**. **KONNEQT** is only bound by the obligations set forth in this **Agreement**.
5. The amount paid or payable by the **Reseller** to **KONNEQT** for **Your** use of the applicable **Software** under this **Agreement** will be deemed the amount actually paid or payable by **You** to **KONNEQT** for purposes of calculating the **liability cap** in **Section 12**.

## Publicity and Feedback

### KONNEQT Logos

KONNEQT products may include features for theming the product's user interface. **You** must retain the "**KONNEQT**" or "**Powered by KONNEQT**" logos in accordance with the [KONNEQT Logo Usage Guidelines](#).

## Publicity

**You** may publicly state that **You** are a user of the **Products**. Any use of a party's **brand, logo, or trademark** must comply with the **trademark usage guidelines** provided by the respective party. **KONNEQT** may reference **You** as a **Customer** and use **Your** logo on the **KONNEQT website**. Additionally, **You** agree to participate in a **success story/case study** related to **KONNEQT**.

## Feedback

If **You** provide any **suggestions, corrections, or feedback** regarding the **Products**, **KONNEQT** may use that information without obligation to **You**. **You** hereby irrevocably assign to **KONNEQT** all **rights, title, and interest** in such **suggestions, corrections, or feedback**.

## Fees and Payment

### Fees

After you authorize an Order, upon renewal of a Subscription, or for any other fees due to **KONNEQT**, **KONNEQT** will send you an invoice. You must pay all fees specified in the invoices. All payments are due within thirty (30) calendar days of receiving an invoice from **KONNEQT** and are non-refundable. If payment is not received within sixty (60) calendar days of your receipt of **KONNEQT's** invoice, **KONNEQT** may suspend or cancel all or part of the Subscription or Services and may modify its credit terms upon notice to you. Payments that are more than sixty (60) calendar days past due will incur interest at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. In any proceeding brought by **KONNEQT** to collect amounts due, **KONNEQT** will also be entitled to recover its actual collection costs, including reasonable attorneys' fees.

### Taxes

All fees are exclusive of applicable Taxes. You must pay **KONNEQT** an amount equal to any taxes arising from or related to this **Agreement**, including, without limitation, sales, service, use, or value-added taxes that are paid or payable by **KONNEQT**. "**Taxes**" refers to any form of taxation, levy, duty, customs fee, charge, contribution, or impost of any nature imposed by any authority, including fines, penalties, surcharges, or interest, but excluding taxes based solely on **KONNEQT's** net income. If you are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to **KONNEQT**, the sum payable must be increased by the necessary amount to ensure **KONNEQT** receives the full amount it would have received had no withholdings or deductions been made.

## **Purchase Orders**

Any pre-printed terms on a purchase order issued by you that add to or conflict with this Agreement are null and void.

## **Term & Termination**

### **Termination**

This Agreement terminates when:

1. Your Subscription terminates,
2. You cease using the Software, or
3. If you do not have an active Subscription, 90 days after KONNEQT notifies you of its intent to terminate the Agreement.

### **Termination for Cause**

Either party may terminate this Agreement with written notice if the other party fails to comply with its terms. The terminating party must first notify the other in writing of the nature of the failure and provide 30 days to cure the issue before termination takes effect.

### **Effect of Termination**

Upon termination of this Agreement:

1. The rights granted by one party to the other immediately cease.
2. All fees owed by the Subscriber become immediately due upon receipt of the final invoice.
3. You must delete the Software immediately.

### **Survival**

Sections 5.5, 8.1, 10.2, 12, and 14.9, along with any provisions intended by their nature to survive termination, will remain in effect. Section 13 will survive for three (3) years after termination of this Agreement.

## Limited Warranties

### Warranties for Subscriber

If you are a Subscriber, KONNEQT warrants that:

1. The Software will perform substantially in accordance with its documentation (located at <https://docs.konneqt.io>).
2. KONNEQT will perform Support and Consulting Services in a diligent and workmanlike manner consistent with industry standards.
3. To its knowledge, the Software does not, at the time of delivery to you, contain malicious mechanisms or code intended to damage or corrupt the Software.

A Subscriber's exclusive remedy for KONNEQT's material breach of warranty is for KONNEQT to resolve such breach as provided in the KONNEQT Support Services Policy or, at KONNEQT's option, refund the unused portion of any fees paid for the Subscription upon the Subscriber's deletion of the Software.

## DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES, SOFTWARE, AND SUPPORT PROVIDED BY KONNEQT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY KONNEQT, NOR MAY ONE BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING IN THIS AGREEMENT GUARANTEES THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

## Indemnification

If You are a Subscriber, the provisions of this section apply to You.

Subject to the provisions of this Section 11, and commencing from the start of the Subscription Period, **KONNEQT** will defend at its expense any suit brought against Subscriber, and will pay any settlement KONNEQT makes or approves, or any direct damages (excluding amounts awarded for reputation harm or business impact) finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Products misappropriate any trade

secret recognized under the Uniform Trade Secrets Act or infringe any copyright or United States patent valid within the Subscription Period (an "IP Claim"). **KONNEQT's** indemnification obligations are limited to US \$7,000,000.

If any portion of the Software or the Services becomes, or in **KONNEQT's** opinion is likely to become, the subject of an IP Claim, **KONNEQT** may, at **KONNEQT's** option: (i) procure for Subscriber the right to continue using the Products; (ii) replace the Products with non-infringing software or services which do not materially impair the functionality of the Products; (iii) modify the Products so that it becomes non-infringing; or (iv) terminate this Agreement and refund any fees actually paid by Subscriber to **KONNEQT** for the remainder of the Term then in effect, and upon such termination, **Subscriber will immediately cease all use of the Software, documentation, and Services.**

Notwithstanding anything to the contrary herein, **KONNEQT** has no obligation with respect to any IP Claim based upon (i) any open source software components included in the Software; (ii) any use of the Software or the Services not in accordance with **this Agreement or as specified in the documentation**; (iii) any use of the Software in combination with other products, equipment, software or data not supplied by **KONNEQT**; or (iv) any modification of the Software by any person other than **KONNEQT** or its authorized agents. This Section states the sole and exclusive remedy of Subscriber and the entire liability of **KONNEQT**, or any of the officers, directors, employees, shareholders, contractors or representatives of either party, for IP Claims. The indemnifying party's obligations as set forth above are expressly conditioned upon complying with each of the following: (i) the **indemnified party must promptly notify the indemnifying party** in writing of any threatened or actual claim or suit; (ii) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (iii) the **indemnified party must cooperate with the indemnifying party** to facilitate the settlement or defense of any claim or suit.

## Limitation of Liability

EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY (INCLUDING DEATH), **KONNEQT'S** TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY YOU DURING THE PERIOD OF A MATERIAL BREACH, UP TO A MAXIMUM OF ONE YEAR. IF YOU HAVE PAID NO FEES OR ARE A NON-COMMERCIAL, EDUCATIONAL, OR TRIAL LICENSEE, **KONNEQT'S MAXIMUM AGGREGATE LIABILITY TO YOU IS \$100.** IN NO EVENT WILL **KONNEQT** OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS; LOST BUSINESS, REVENUES, GOODWILL, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION. THIS LIMITATION APPLIES REGARDLESS OF

WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER KONNEQT HAS BEEN NOTIFIED OF THEIR POSSIBILITY.

**THESE LIMITATIONS APPLY REGARDLESS** OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH, LIBEL, INFRINGEMENT OF PUBLICITY, PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS, OR ANY OTHER CONTRACTUAL OR TORT CLAIM.

## Confidentiality

**Definition.** “**Confidential Information**” means any **information, documentation, system, or process** disclosed by a party or a party’s Affiliate that is:

- a. designated as confidential (or a similar designation) at the time of disclosure;
- b. disclosed in circumstances of confidence; or
- c. understood by the parties, exercising reasonable business judgment, to be confidential.

Confidential Information expressly includes proposals or price quotes created by KONNEQT for You, Orders, and any changes or amendments to this Agreement.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

**Exclusions.** Confidential Information does not include information that:

- d. was lawfully known or received by the receiving party prior to disclosure;
- e. is or becomes part of the public domain other than as a result of a breach of this Agreement;
- f. was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect to such information; or
- g. is independently developed by the receiving party as evidenced by independent written materials.

**Nondisclosure.** Each party shall treat as confidential all Confidential Information of the other party, shall not use Confidential Information except as set forth in this Agreement, and shall use best efforts not to disclose Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information.

**Return of Confidential Information.** Upon expiration or termination of this Agreement, each party shall return or destroy all Confidential Information received from the other party.

**Remedies.** Any breach of the restrictions contained in this section is a breach of this Agreement that may cause irreparable harm to the non-breaching party. Any such breach shall entitle the non-breaching party to injunctive relief in addition to all other legal remedies.

## General

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

**Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, strikes or labor disputes, power failures, cyberattacks, failures of telecommunications or internet service providers, or any other event beyond the reasonable control of the affected party (each, a **"Force Majeure Event"**). The affected party must promptly notify the other party in writing of the Force Majeure Event and use commercially reasonable efforts to mitigate its impact. If the Force Majeure Event continues for more than **15 days**, either party may terminate this Agreement upon written notice.

**Headings.** The headings in **this Agreement** are inserted for convenience only and do **not affect** its interpretation.

**Assignment.** You may not assign this Agreement, whether by operation of law, merger or reorganization or otherwise, without the prior written consent of **KONNEQT**; any attempted assignment in violation of the foregoing will be void. **KONNEQT** may assign its rights and delegate its duties under this Agreement without Your written consent in connection with a reorganization, reincorporation, merger, or sale of all, or substantially all of the shares or assets of **KONNEQT** or the business of **KONNEQT** to which this Agreement relates.

**Export Compliance / Sanctions.** The **Software** may be subject to export control laws and regulations of the United States and other applicable jurisdictions. **Each party represents and warrants that it is not listed on any U.S. government denied-party list, including but not limited to the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, or any other restricted or sanctioned party list. You agree not to use, export, re-export, transfer, or disclose the Software in violation of any applicable export control laws or regulations, including U.S. export laws, trade sanctions, or restrictions imposed by any governmental authority.**

**Complete Agreement.** This Agreement, and any terms, policies, or writings referenced within it, constitutes the final and complete agreement between the parties with respect to the Products, and supersedes any prior or contemporaneous representations or agreements, whether written or oral.

**Notices.** Notice may be directed to KONNEQT at legal@konneqt.io.

**Taxes.** All fees are exclusive of any applicable Taxes. You will pay to **KONNEQT** an amount equal to any taxes arising from or relating to this Agreement, including without limitation, GST, use or value added taxes, which are paid by or are payable by **KONNEQT**. "**Taxes**" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of **KONNEQT**. If You are required **under any applicable law or regulation**, domestic or foreign, to withhold or deduct any portion of the payments due to **KONNEQT**, then the sum payable to **KONNEQT** will be increased by the amount necessary so that **KONNEQT** receives an amount equal to the sum it would have received had Subscriber made no withholdings or deductions. Where a supply **under this Agreement** is a **taxable** supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply. All GST must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply). In this Section, "GST", "tax invoice" and "taxable supply" have the meanings given to them in the A New Tax Systems (Goods and Services Tax) Act 1999 (Cth).

## Limitation of Liability

IN NO EVENT WILL **KONNEQT** BE LIABLE FOR ANY "**INDIRECT LOSSES**" BEING: (A) DOWNTIME COSTS, LOST BUSINESS, REVENUES, OR PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR OPPORTUNITY, LOSS OF OR DAMAGE TO DATA, LOSS OF GOODWILL OR REPUTATION, COSTS OF SOFTWARE RESTORATION; AND (B) **ANY LOSS** THAT DOES NOT ARISE NATURALLY OR ACCORDING TO THE USUAL COURSE OF THINGS FROM A BREACH, ACT OR OMISSION RELATING TO THIS AGREEMENT REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FORESEEABLE, AND REGARDLESS OF WHETHER KONNEQT HAS BEEN NOTIFIED OF THE POSSIBILITY OF ANY OF THE FOREGOING. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH, DEFAMATION, INFRINGEMENT OF PUBLICITY, PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS, OR ANY OTHER CONTRACT OR TORT CLAIM.