



GOST® TERMS OF USE

(LAST REVISED: MARCH 1, 2016)

These GOST Terms of Use (the “Terms of Use”) together with Your Order Form (as defined below, and collectively with the Terms of Use, the “Agreement”) is a binding legal contract between You (or the “Client”) and Giant Oak, Inc. (“Giant Oak” or “we”) and governs Your access to and use of the Services (as defined below). This Agreement is effective the date You accept the Agreement.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU”, “YOUR”, OR THE “CLIENT” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

GIANT OAK MAY UPDATE AND MODIFY THIS AGREEMENT AT ANY TIME BY POSTING A REVISED AGREEMENT ON THE GOST SERVICES. IT IS YOUR RESPONSIBILITY TO CHECK PERIODICALLY FOR ANY CHANGES GIANT OAK MAY MAKE TO THE AGREEMENT. WE WILL ADD A “LAST REVISED” DATE TO THE TERMS OF USE IN ORDER FOR YOU TO KNOW WHEN THE TERMS OF USE HAVE BEEN CHANGED. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF CHANGES TO THE AGREEMENT MEANS YOU ACCEPT THE CHANGES. IF AT ANY TIME YOU DO NOT AGREE TO THE REVISIONS GIANT OAK MAKES TO THE AGREEMENT, YOU SHOULD IMMEDIATELY STOP ACCESSING AND USING THE SERVICES AND CONTACT GIANT OAK.

1. Definitions.

1.1 “Search Results” means the search results obtained by GOST from publicly available sources or third party content providers and made available to You through the Services.

1.2 “Entity Query” means that You run a query through GOST on a specific name. Repeated queries by You through GOST of the same name are each separate Entity Queries.



1.3 “GOST” means Giant Oak’s online searching and reporting system comprised of Giant Oak’s proprietary software, tools, algorithms and related technology made available through a site hosted by or on behalf of Giant Oak.

1.4 “Order Form” means an ordering document or online order specifying the terms of the Services to be provided hereunder that is entered into between You and Giant Oak, including any addenda and supplements thereto that are agreed to by both parties.

1.5 “Services” means (i) granting You the right to access and use GOST pursuant to the terms set forth on the Order Form for Your internal business purposes only, and (ii) hosting GOST.

1.6 “Your Data” means the information and data You submit in connection with the Services, excluding Search Results.

2. Provision of Services; Use of Services.

2.1 Giant Oak Responsibilities. Giant Oak will make the Services and Search Results available to You pursuant to this Agreement.

2.2 Subscription. As set forth on the Order Form, Services and access to Search Results are purchased as Annual or Monthly subscriptions and are based on the number of Entity Queries and the Cost Per Query as set forth on the applicable Price Sheet in the Order Form. You agree to pay all applicable fees for Your Entity Queries in accordance with the terms of this Agreement.

2.3 Your Responsibilities. You shall: (i) be solely responsible for the accuracy, legality and integrity of Your Data and the means by which You acquired Your Data, (ii) back up Your Data in case such data is corrupted or lost in connection with the Services, (iii) use the Services only in accordance with the terms of this Agreement and in compliance with all laws and government regulations, (iv) provide Giant Oak with up-to-date contact information for all of Your designated contacts, (v) prevent the unauthorized access to and use of the Services and the Search Results, and (vi) comply with the requirements of any applicable website or hosting terms and conditions and acceptable use policies.



2.4 Use Restrictions. You will not: (i) submit, send or store any information through GOST other than Your Data or search queries, (ii) submit to GOST any computer viruses, trojan horses, time bombs, cancel bots or other computer programming routines intended to detrimentally interfere with GOST (each, a "Virus") or store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights, (iii) take any action or omit to act in any way that would interfere with or disrupt the integrity or performance of GOST, or adversely affect Giant Oak's right, title or interest in or to GOST, (iv) attempt to gain unauthorized access to GOST or make the Services available to anyone other than Your authorized users, (v) make any Service or Search Results available to, or use any Service or Search Results for the benefit of, anyone other than You, or otherwise sell, rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or Search Results or any portion thereof, or (vi) access any Service or Search Results in order to build a competitive product or service or prepare any derivative work based on GOST or any associated documentation, or decompose, decode or otherwise reverse engineer any other Giant Oak technology. Any use of the Services in breach of this Agreement, documentation or Order Forms, by You or Your authorized users that in Giant Oak's judgment threatens the security, integrity or availability of GOST or the Services, may result in the immediate suspension of the Services.

2.5 Free Trial. If Giant Oak offers You, and You register for, a free trial, Giant Oak will make the Services available to You on a trial basis (the "Free Trial") free of charge until the earlier of (a) the end of the Free Trial Period specified on Your Order Form, or (b) when You reach the quantity of Free Trial Queries as set forth on the Order Form, or (c) termination by Giant Oak for any or no reason. At the end of Your Free Trial, Your access to the Services will be on a subscription basis in accordance with the terms of the Order Form and these Terms of Use. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, DURING THE FREE TRIAL THE SERVICES AND SEARCH RESULTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND GIANT OAK SHALL HAVE NO LIABILITY TO YOU WHATSOEVER FOR THE SERVICES AND/OR THE SEARCH RESULTS.

2.6 User IDs. You must have a username and password to access and use the Services. You shall be liable for any violation of the provisions of this Agreement by Your employees, contractors, affiliates and agents and for any unauthorized use of the Services by such persons. You agree to provide us with accurate and complete registration and billing information when You register to use the Services, and agree to provide



us with any updates to such information. Your username, password, and any additional codes or passwords are collectively referred to herein as “IDs”. You are responsible for maintaining the strict confidentiality of Your IDs. Your IDs are personal to You. You agree that You will not allow anyone to use Your IDs to access or use the Services. You agree that You will log out of Your access to the Services each time You finish using the Services. You are responsible for any charges, damages, or losses that may be incurred or suffered as a result of Your failure to keep Your IDs secret. Giant Oak is not liable for any harm caused by or related to the theft of Your IDs, Your disclosure of Your IDs, or Your authorization to allow another person or entity to access or use the Services using Your IDs. You agree to immediately notify us if You become aware of any unauthorized use of Your IDs or any use of Your IDs not permitted pursuant to these Terms of Use. You may not sell, trade, resell, or commercially exploit Your IDs or the use of or access to the Services that Your IDs allow. 2.7 Modifications. Giant Oak is continuously updating and changing the Services, and reserves the right at any time and from time to time to modify the Services (or any part thereof). You agree that Giant Oak shall not be liable to You or to any third party for any modification of the Services (or any part thereof).

3. Subscription Fees and Payment. Access to the Services is subject to payment of all fees specified in Order Forms.

3.1 Annual. If You select an “Annual” Subscription on the Order Form, then You shall be entitled to the quantity of Entity Queries (“Annual Queries”) as set forth on the Order Form at the Cost Per Query as set forth on the Order Form (the “Annual Subscription Fee”). The full amount of the Annual Subscription Fee shall be invoiced in advance. In the event that You exceed the quantity of Annual Queries during the applicable annual Term, then beginning at the time of such excess, You will be billed on a monthly basis for Your Entity Queries for each month during the remaining Term in accordance with the tiered monthly pricing set forth on the Order Form and in Section 3.2 below; provided, however, that in no event shall Your Cost Per Entity Query exceed the “Cost Per Query” for Your Annual Subscription on the Order Form. In the event that You do not use all of Your Annual Queries during such annual Term, You shall not be permitted to roll over any such Entity Queries to the following Term.

3.2 Monthly. If You select a “Monthly” Subscription on the Order Form, then You shall be billed monthly on a tiered basis for the number of Your Entity Queries during such month at the Cost Per Entity Query set forth on the Monthly Subscription Price Sheet in the Order Form (collectively, the “Monthly Fee”). The tiered pricing shall be payable as follows: for Your first 2,000 Entity Queries in a month, you



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shall be responsible for the Cost Per Entity Query that corresponds to such quantity; Plus for Your 2,001 through 5,000 Entity Queries in a month, You shall be responsible for the Cost Per Entity Query that corresponds to such quantity; Plus for Your 5,001 through 15,000 Entity Queries in a month, You shall be responsible for the Cost Per Entity Query that corresponds to such quantity; Plus for the 15,001 through 30,000 Entity Queries in a month, You shall be responsible for the Cost Per Entity Query that corresponds to such quantity; and Plus for all Entity Queries in a month that exceed 30,000, You shall be responsible for the Cost Per Entity Query that corresponds to such quantity.

3.3 Invoices; Billing; Taxes. Invoiced charges are due 30 days from the invoice date. Payment obligations are non-cancelable and fees paid are non-refundable. If any invoiced amount is not received by Giant Oak by the due date, then without limiting other rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (b) Giant Oak may change the payment terms. Giant Oak may suspend or terminate Your right to access and use the Services when any payment is overdue by providing You with ten (10) days advance written notice. You are responsible for the payment of all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with Your use of the Services.

4 Proprietary Rights.

4.1. Giant Oak Intellectual Property. As between the parties, Giant Oak owns and retains all right, title and interest in and to GOST and the Services, including without limitation, all intellectual property rights in and to the software and documentation underlying GOST, and You receive no right, title or interest to GOST or the other Services other than the express rights granted in this Agreement. You shall not remove or obliterate any copyright, trademark or proprietary rights notice of Giant Oak or its licensors from GOST or any associated documentation.

4.2. Your Intellectual Property. All of Your Data shall remain Your property, and except as provided herein, Giant Oak acquires no right, title or interest in Your Data. Giant Oak (and its third-party vendors) shall have the right to possess and use Your Data solely for performance of the Services. You grant Giant Oak and its applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data as reasonably necessary for Giant Oak to provide the Services in accordance with this Agreement.



4.3. Notice to United States Government End Users. If the U.S. federal government is the ultimate recipient of the Services, the following provision applies: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Giant Oak to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

4.4. Suggestions and Feedback. In the event that You provide Giant Oak with any comments, suggestions or other feedback with respect to the Services or GOST, Giant Oak has the right, but not the obligation, to use such Confidential Information feedback in any way without restriction or obligation to You. Giant Oak shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, know-how, or techniques resulting from the feedback, including, without limitation, any modifications or enhancements to GOST or the Services.

5 Confidentiality. You agree that, during and following the Term, You shall (i) take reasonable steps, at least substantially equivalent to the steps You take to protect Your own confidential information, to protect Giant Oak’s Confidential Information from unauthorized access, copying, or use; (ii) not disclose or use Giant Oak’s Confidential Information, except to use the Services in accordance with the terms of this Agreement; and (iii) return or, at the request and instruction of Giant Oak, destroy, and certify that You have destroyed, all material embodying Giant Oak’s Confidential Information. “Giant Oak Confidential Information” means information relating to or disclosed in connection with the Agreement, which is, or should be reasonably understood to be, confidential or proprietary to a party, including, but not limited to, the terms of the Agreement, Giant Oak’s pricing or other financial information, GOST, all associated documentation, screen shots and development plans, and all security information provided to You by or on behalf of Giant Oak or its vendors.

6 Warranties.



6.1 Your Warranty. You represent, warrant and covenant that (i) You have the right and authority to enter into the Agreement and to use and disclose Your Data and other information or materials provided by You hereunder; (ii) You will obey all applicable laws, rules and regulations in the use of the Services; and (iii) Your Data will contain no Viruses.

6.2 Giant Oak Warranty. Giant Oak represents, warrants and covenants that it has the right and authority to enter into the Agreement

7 Disclaimers; Limitations of Liability.

7.1 Disclaimers. THE SERVICES, THE SEARCH RESULTS AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE' BASIS AT YOUR SOLE RISK AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.2. GIANT OAK EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESEPECT TO THE SERVICES AND THE SEARCH RESULTS, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, RELIABILITY, PERFORMANCE, ACCURACY, TIMELINESS, AVAILABILITY OR COMPLETENESS OF THE SERVICES AND THE SEARCH RESULTS, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE SERVICES OR THE SEARCH RESULTS CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY GIANT OAK, AND (5) THAT ACCESS TO OR USE OF THE SERVICES AND THE SEARCH RESULTS WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

7.2 Search Results Disclaimers. Due to the nature of the origin of public record information, the public records and publicly available information sources used in the Search Results generated by the Services may contain errors. Source information is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services aggregate and report Search Results, as provided by the public records and publicly available information sources, and Giant Oak is not the source of the information, nor is GOST a comprehensive compilation of the information. Before relying on any information, You should independently verify such information. SEARCH RESULTS ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. Under no circumstances shall Giant Oak be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that that is part of the



Search Results, or any information or services that may be offered through such web sites. Giant Oak has not reviewed any of the content of such web sites and disclaims responsibility for the content and services available therein. Different terms and conditions may apply to Your use of any linked sites. It is Your responsibility to review any such terms and conditions in connection with Your use of any such sites. Any issues or disputes that may arise with respect to any such sites shall solely be between You and the applicable third party.

7.3 Time for Action. NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

7.4 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM (“UCITA”), SHALL NOT APPLY TO THESE TERMS OF USE OR THE SERVICES. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

7.5 Liability of Giant Oak. YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, GIANT OAK AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY, THE “GIANT OAK PARTIES”) WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO (a) ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICES AND THE SEARCH RESULTS, (b) OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICES AND SEARCH RESULTS, (c) THE ERROR-FREE NATURE OF THE SERVICES AND SEARCH RESULTS, (d) ANY USE OF THE SERVICES AND SEARCH RESULTS, OR (e) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE SERVICES AND SEARCH RESULTS, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6 Limitation of Liability. IN NO EVENT WILL GIANT OAK BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GIANT OAK BE LIABLE TO YOU FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF YOUR USE OF, OR



INABILITY TO USE, THE SERVICES. GIANT OAK'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID OR PAYABLE BY YOU FOR THE TWELVE (12) MONTH PERIOD UNDER THE APPLICABLE ORDER FORM TO WHICH THE CLAIM RELATES.

7.7 Survival; Purpose. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT. IN EACH CASE, THE FOREGOING LIMITATIONS ARE INTENDED TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO FUNDAMENTAL BREACH), TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES SET FORTH ABOVE ARE A CONDITION OF GIANT OAK ENTERING INTO THESE TERMS OF USE.

8 Indemnification. You shall indemnify, defend and hold harmless Giant Oak and its officers, directors, employees and representatives from and against any and all claims made or threatened by any third party and all related damages arising out of or relating to Your Data, Your use or misuse of the Services, or Your violation of the Agreement, Order Form, documentation or applicable law.

9 FCRA Disclaimer. You agree that You will only use the information accessed through the Services and the Search Results for research purposes. The Services are not provided by, and Giant Oak is not, a "consumer reporting agency" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the Services may not be used in whole or in part in connection with any purpose for which a consumer report is permitted to be used under the FCRA, including without limitation, as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA.

10 Term and Termination.

10.1. Term. This Agreement begins on the date You first accept the Agreement and continues until all subscriptions have expired or been terminated ("Term"). The term of each subscription shall begin on the later of (i) the Start Date specified on the Order Form, or (ii) if applicable, the end of any Free Trial. The term of each subscription Confidential Information shall be the period specified in the applicable Order Form (the "Initial Term") or, if not specified, for one month. Subscriptions will automatically renew for additional periods equal to the length of the Initial Term (each a "Renewal Term"), unless either party



gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Renewal of subscriptions for each Renewal Term will be at Giant Oak's applicable then-current list prices in effect at the time of the applicable renewal.

10.2. Termination. Either party may terminate this Agreement if the other party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching party a written notice of the breach and a demand for cure. Giant Oak may terminate this Agreement for convenience without liability upon 30 days advance written notice followed by a refund of any prepaid but unused fees.

10.3. Consequences of Expiration and Termination. Your right to access and use GOST and to receive the other Services will terminate upon expiration of the Term or earlier termination of the Agreement as set forth herein. At termination or nonrenewal, You may no longer use any portion of the Services in any manner. No refund of any prepaid fees by You shall be given by Giant Oak upon termination except for a prorated refund of unused fees in the case of termination by You for Giant Oak's material breach. Upon termination, You will return or destroy Giant Oak's Confidential Information. Sections 2.6, 3, 4, 5, 7, 8, 9, 10.3 and 11 shall survive termination.

11 General Terms.

11.1 Entire Agreement. This Agreement, along with the terms expressly incorporated by reference herein, constitutes the entire, complete and exclusive agreement between You and Giant Oak regarding the Services and Search Results and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. Notwithstanding any language to the contrary therein, no terms and conditions in Your preprinted purchase order or order documentation (excluding Order Forms) shall be incorporated into this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.2 Export Compliance. The Services, Search Results, other technology Giant Oak makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You



shall not permit Your authorized users to access or use any Service or Search Results in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

11.3 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Giant Oak's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.4 Severability. If any provision of the Agreement is found to be invalid or unenforceable, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of any other provision of this Agreement.

11.5 Notice. Any notice, request, or other communication that is required or permitted under the Agreement shall be in writing and in English, and shall be deemed to have been given (a) the day when delivered personally, (b) the day when sent via email with a confirmation sent next day by an overnight courier service, or (c) the second business day after mailing or sending via an overnight courier service. Notwithstanding the foregoing, Giant Oak may notify You about modifications to the Agreement by posting the updated Agreement on the GOST Service.

11.6 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under the Agreement on account of, any delay or failure to perform as required by the Agreement as a result of circumstances beyond the reasonable control of such party, including without limitation acts of God, acts of any governmental authority, Internet or electronic communications failures or delays, war or national emergency, riots, civil commotion, fire, explosion, flood, and epidemic.

11.7 Assignment. Neither party may assign the Agreement, or any rights or obligations hereunder, without the consent of the other party. Notwithstanding the foregoing, assignment as part of a merger, acquisition or other change of control shall not require the consent of the other party, except that You may not assign the Agreement to a competitor of Giant Oak without Giant Oak's prior written consent. Any assignment or delegation not permitted under this Section 11.7 shall be null and void. For a permitted assignment, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.



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11.8 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.9 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.10 Governing Law; Arbitration. This Agreement shall be governed by the laws of the State of Delaware, without regard to the choice of law principles thereof. The parties agree and consent to exclusive jurisdiction and venue in the federal and state courts located in the commonwealth of Virginia for all disputes, controversies or claims which arise out of or relate in any way to this Agreement.