

BigID Consent Subscription Agreement

This BigID Consent Subscription Agreement (this “**Agreement**”) is a legal agreement between you, your employees, agents, contractors and any other entity on whose behalf you accept these terms (collectively, “you”, “your” and/or “Customer”) and BigID Inc. (“BigID” “we,” “us” and/or “our”) that governs your subscription to and use of the BigID Consent Platform and related services (the “Services”).

By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an order form (“**Order**”), you agree that the Agreement is binding on you and BigID. If you are using the Services on behalf of yourself, or an entity or organization that you represent, you represent and warrant that you are at least 18 years of age and that you have the capacity, right, power and authority to enter into this Agreement on behalf of Customer. If you do not have such authority, or if you do not agree with the terms below, you must not accept this Agreement and may not use these Services.

“**Party**” means each of **BigID** and **Customer**. Capitalized terms not otherwise defined in this Agreement will have the respective meanings assigned to them in Section 21.

1. Access and Use. Subject to payment of the applicable fees, BigID hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services in accordance with this Agreement, Order and Documentation during the Subscription Term. Customer acknowledges and agrees that Customer’s ability to use the Service may be affected to system requirements or other factors. Customer is responsible for the activities of all users who access or use the Services through Customer’s account and their compliance with this Agreement. Individual user accounts may not be shared amongst multiple individuals. If Customer’s Affiliates use our Services, Customer warrants that it has the authority to bind those Affiliates to this Agreement and Customer will be responsible and liable for its Affiliates compliance with this Agreement. Customer is also responsible and liable for its Authorized Users’ compliance with this Agreement.

2. Orders, Fees and Payment

2.1. Orders. Customer may place an Order for Services using BigID’s then-current ordering processes. All Orders are effective on the earlier of: (i) the date Customer submits an Order and pays the applicable fees via the BigID web portal; or (ii) the date on the signature block of a dually executed Order (the “**Effective Date**”). Customer’s subscription will automatically renew and continue, unless and until Customer cancels their subscription with thirty (30) days written notice prior to the expiration of their current Subscription Term. Customer’s Affiliates may enter into an Order pursuant to this Agreement. By entering into an Order, the Affiliate shall be considered the Customer for purposes of such Order and agrees to be bound to this Agreement with respect to such Order as if a party hereto.

2.2. Fees and Payment. Customer must pay all applicable fees for the Services within thirty (30) days of the invoice date or, when purchasing online, at the time of such purchase. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Company, whether under this Agreement, Applicable Law, or otherwise. Fees may be increased at any time with thirty days written notice, and any such fee increase will be effective upon

renewal. Except as specified herein, any and all payments Customer makes to BigID for the Services are final, non-contingent, and non-refundable. If Customer fails to make any payment within ten (10) days following written notice of a failure to pay the amount when due, which amount is not the subject of a good faith dispute, BigID may (i) suspend Customer's access to the Services until Customer has paid all outstanding fees and/or (ii) charge interest on the past due amount at the rate of 1% per month or, if lower, the highest rate permitted under Applicable Law. All costs of collection (including reasonable attorneys' fees) shall be borne by Customer.

2.3. Credit Card Payment. If Customer is paying for the Services with a payment card (e.g., debit or credit card), Customer agrees that BigID may charge such payment card for all amounts due for Customer's use of the Services, and BigID may take steps to update your payment card information to ensure that payment can be processed. Customer is responsible for any fees or overdraft charges that BigID may incur when charging Customer's card for payment. Customer agrees that its payment card information and related personal data may be provided to third parties where required for payment processing, fraud prevention and export compliance purposes. Customer is responsible for providing BigID with accurate and current billing, contact, and payment information, and BigID may, where permitted by Applicable Law, suspend or terminate the Services if at any time BigID determines that such information is inaccurate or not current.

2.4. Taxes. Amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind, other than any taxes imposed on BigID's income.

2.5. License True Up. Customer's use of the Services shall conform to the license metrics (e.g. unique monthly visitor subscription level) set forth in the applicable Order. Customer shall pay any applicable excess fees specified in the Order or if not indicated in the Order the then current fees for usage exceeding the license metrics upon invoice in accordance with this Section 2. If you are paying by credit card, you will be charged five (5) days after BigID provides written notice. If you repeatedly exceed your subscription, then upon written notice and following a reasonable cure period, BigID reserves the right to (i) suspend your access to and use of the Services and/or (ii) charge and collect from you the excessive use fee plus fifteen (15%) percent.

3. Support; Updates. Subject to this Agreement, BigID Support for the Services is available to Authorized Users through their dashboard within the Services. Customer acknowledges that, from time to time, BigID may apply Updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services. BigID is not required to customize the Services for Customer, and BigID does not represent or warrant that its Services will be compatible with Customer's systems. "Updates" includes, without limitation, updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and or modifications to the Services.

4. Free-Trial Services. If BigID offers the Services to you on a free-trial basis pursuant to a zero-dollar Order ("**Free-Trial Services**"), then BigID will make the Free-Trial Services available to Customer until the earliest of: (a) the end of the period specified in the applicable Free-Trial Services Order; (b) the start date of any Paid Order for the applicable Services; or (c) termination by BigID, at any time, in its sole discretion.

BigID provides the Free-Trial Services “as-is”, without any representation, liability, warranty and/or indemnity of any kind.

5. Hosting and Other Providers. BigID uses third-party hosting providers, service providers, subcontractors and Affiliates to support the provision of the Services and Support (collectively, “**Subprocessors**”). BigID reserves the right to engage and substitute Subprocessors as it deems appropriate, but shall: (a) remain responsible to Customer for the provision of the Services and Support and (b) be liable for the actions and omissions of its Subprocessors undertaken in connection with BigID’s performance of this Agreement to the same extent BigID would be liable if performing the Services or Support directly.

6. Security and Privacy.

6.1. Where BigID processes Customer Data through its provision of the Services, the Vendor Data Processing Addendum available at <https://bigid.com/legal-resources/> (the “DPA”) shall apply and is incorporated by reference. BigID maintains commercially reasonable administrative, physical and technical safeguards designed to guard against the unauthorized disclosure, destruction, loss, or alteration of Customer Data its custody or control in accordance with the Security Measures in Schedule 3 of the DPA. Customer is responsible for ensuring its provision of Customer Data or Account Data, including transactional processing, complies with Applicable Law. BigID does not control the jurisdiction where Customer Data or Account Data originates, and neither BigID nor any subprocessor shall be deemed a “data controller” under Applicable Law with respect to Customer Data or Account Data. As between Customer and BigID, Customer is the sole “data controller”.

6.2. Customer is responsible for properly configuring the Services in accordance with the Documentation and securing access passwords, keys, tokens or other credentials used by Customer in connection with the Services (collectively, “**Customer Credentials**”). Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Services and to promptly notify BigID if Customer believes (a) any Customer Credentials have been lost, stolen or made available to an unauthorized third party or (b) an unauthorized third party has accessed the Services or Customer Data.

6.3. Except for limited Personal Information in Account Data, BigID does not require Personal Information for Customer’s access and use of the Services. Customer shall limit Personal Information in Account Data to only that necessary for the creation and administration of its BigID accounts.

6.4. BigID may view or collect information about Customer’s configuration and/or use of the Services (“**Usage Data**”), Customer Data and Account Data to provide and improve the Services and Support, including to address requests for Support and troubleshoot other issues and to provide Customer and Authorized Users insights, service and feature announcements and other similar reporting. BigID may also Process Usage Data that has been aggregated and/or anonymized: (i) to develop new services and features and (ii) to promote BigID’s services, including, for example, through analyses of patterns and trends. BigID’s Processing of Usage Data, Customer Data and Account Data shall at all times be subject to BigID’s obligations under this Agreement, including those of security under Section 6.1 and confidentiality under Section 10; and, with respect to Account Data, the Privacy Policy.

7. Customer Responsibilities and Restrictions.

7.1. Customer will be solely responsible for: (a) Customer's Environment and providing the systems, servers, software, network and communications necessary to connect to and utilize the Services consistent with the Documentation, as well as to enable Authorized Users' access and use of the Services; (b) the accuracy and integrity of Account Data, Customer Data and Customer Credentials (including activities conducted with Customer Credentials) made available to BigID; (c) backing up the Account Data, Customer Data and Customer Credentials; and (d) providing any required notices to, and receiving any required consents and authorizations from, Authorized Users and persons whose Personal Information may be included in Account Data, Customer Data or Customer Credentials as well as to grant BigID the right to use the foregoing in combination with the Services to the extent necessary to enable BigID to perform its obligations hereunder.

7.2. The Services are designed to facilitate a Customer's compliance with Applicable Law concerning the use of cookies and similar technologies (hereafter jointly referred to as "Cookies") on your website, to help you obtain the relevant consents to the use of Cookies from the users of your website and to make it possible for the users to withdraw their consent. Although BigID is providing the Services, it is your responsibility to ensure that your operations with respect to Cookies, including by not limited to implementation of the Services, complies with Applicable Law. BigID does not represent or warrant that your use of the Services will result in compliance with Applicable Law. We encourage you to seek local legal advice to ensure compliance with Applicable Law when implementing the Services.

7.3. The Services will remain the exclusive property of BigID. No provision of this Agreement includes the right to, and Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services; (b) attempt to gain unauthorized access to the Services or their related systems or networks; (c) use the Services or any BigID Intellectual Property Rights except as permitted under this Agreement or the applicable Order; (d) modify, translate, or otherwise prepare derivative works of or improvements to the Services or Documentation; (e) rent, lease, loan, sell, sublicense, distribute, publish, transfer or otherwise make the Services available to any third party, or use the Services on behalf of or for the benefit of any third party, including on or in connection any time-sharing, service bureau, software as a service, or other similar service; (f) reverse engineer, disassemble, decompile or attempt to re-create the Services or otherwise attempt to derive or gain access to the source code of the Services; (g) bypass or breach any security device or protection relating to the Services; (h) remove, modify or supplement any proprietary notices in the Services or Documentation; (i) publish or disclose to a third party the results of any benchmarking or competitive analysis of the Services; (j) use the Services to develop a competing software product or service; (k) send or store Malicious Code; (l) use or permit others to use the Services in violation of Applicable Law; or (m) use or permit others to use the Services other than as described in the applicable Order, Documentation and this Agreement. Customer shall take commercially reasonable measures to safeguard the Services and Documentation from unauthorized access.

7.4. In the event BigID reasonably believes a violation of this Section 7 has occurred, in addition to any other remedies available at law or in equity, BigID will have the right to suspend Customer and it from accessing the Services for so long as is reasonably necessary to address the potential violation.

8. Compliance with Applicable Laws. Each Party agrees to comply with all Applicable Laws with respect to its performance of its obligations and exercise of its rights under this Agreement. Without limiting the foregoing:

8.1. Customer shall comply with Applicable Laws concerning the privacy and protection of Personal Information.

8.2. Customer shall (a) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("**Export Laws**"), including designating countries, entities and persons ("**Sanctions Targets**") and (b) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under Applicable Laws, including Export Laws.

9. Ownership. As between the Parties: (a) Customer owns all right, title and interest in and to Customer's Environment and Customer Data, including in each case all associated Intellectual Property Rights, and (b) BigID owns all right, title and interest in and to the Services, Documentation, BigID Confidential Information, and Feedback, including in each case all associated Intellectual Property Rights. Except for the rights expressly granted by one Party to the other in this Agreement, all rights are reserved by the granting Party. Any Feedback provided by Customer is provided "as is" without warranty of any kind.

10. Confidentiality.

10.1. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. "Confidential Information" means information, whether oral, written, electronic, visual etc., which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation information relating to the business, operations, finances, technologies, products and services, software, data, pricing, personnel, customers and suppliers of a party and includes without limitation (i) with regard to Customer, the Customer Data; and (ii) with regard to BigID, the Services. Confidential Information does not include information that: (a) is or becomes publicly known or made generally available to the public without a breach of this Agreement by Receiving Party or its representatives; (b) is already rightfully known to Receiving Party at the time of disclosure by Disclosing Party as established by documentary evidence; (c) is obtained by Receiving Party from a third party without a duty of confidentiality and without a breach of such third party's obligations of confidentiality to Disclosing Party; or (d) is independently developed by Receiving Party without reference to, use of, or benefit from, in whole or in part, any of Disclosing Party's Confidential Information, as established by documentary evidence; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

10.2. The Receiving Party shall retain in confidence and use the same degree of care and discretion (but not less than reasonable care) designed to prevent the unauthorized access to or disclosure of the Disclosing Party's Confidential Information as it uses with its own Confidential Information of a similar nature. The Receiving Party will use the Disclosing Party's Confidential Information solely to perform its obligations and exercise its rights under this Agreement. Except as authorized in this Agreement, the Receiving Party will not disclose the Disclosing Party's Confidential Information to a third party other than to its representatives needing to know in connection with the performance of this Agreement and then only subject to an obligation of confidentiality at least as protective as the terms herein. The Receiving Party shall be liable to the Disclosing Party for any violation of this Agreement by its representatives. The Receiving Party may disclose Confidential Information to the extent required to comply with orders of governmental entities as required by law, provided that the Receiving Party (i) to the extent legally permissible, gives the Disclosing Party reasonable advance written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy; (ii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed; and (iii) limits disclosure only to such Confidential Information expressly required by such legal request.

11. Representations & Warranties.

11.1. Services Warranty. BigID warrants to Customer during the Subscription Term that the Services will substantially conform to the Documentation, when installed, operated and used in accordance with the Documentation, the Order and the terms and conditions of this Agreement ("Services Warranty"). To state a Services Warranty claim, Customer must provide BigID with written notice of the nonconformance within thirty (30) days of the date on which the nonconformance occurred. Upon receipt of a timely Services Warranty claim, BigID will, at its expense, use reasonable efforts to correct the nonconformance. If (i) BigID fails to correct the nonconformance within thirty (30) days of its receipt of a Services Warranty claim notice and (ii) Customer has provided complete and timely cooperation, then Customer shall have the option to extend the period for correction or terminate the affected Order for a prorated refund of prepaid fees paid for the Services representing the period of the Subscription Term remaining post-termination. Such correction efforts and/or termination with a prorated refund shall be Customer's sole and exclusive remedy for any Services Warranty claim.

11.2. Disclaimer. The express warranties set forth in this Section 11 are the only warranties made with respect to the Services. BigID disclaims all other representations and warranties of any kind, whether express, implied, statutory or otherwise, including all warranties arising from course of dealing, usage or trade practice, merchantability, fitness for a particular purpose, title and non-infringement. BigID does not warrant the accuracy or completeness of data or informational content, that the operation or use of the Services will be uninterrupted or error-free, that all errors in the Services will be corrected, or that the Services will meet Customer's requirements. The Services and any information provided by BigID are not legal advice and Customer is responsible for its own compliance with Applicable Laws and regulations. BigID disclaims any and all responsibility or liability in relation to the content made available through the Services, including Usage Data, Customer Data, and any content or services provided by third-parties. BigID does not control or vet Customer Data and is not responsible for what other customers post, transmit, or share on or through the Services.

12. Term and Termination.

12.1. The term of this Agreement commences as of the Effective Date and will continue in effect unless terminated in accordance with the terms hereof. Either Party may terminate this Agreement immediately upon prior written notice if there is no Order then in effect. Additionally, BigID may terminate an Order at any time and for any reason upon thirty (30) days' written notice to Customer, in which case BigID will provide Customer with a pro rata refund of prepaid and unused fees for the remainder of the then current Subscription Term.

12.2. Each Order shall remain in effect for the Subscription Term specified in the Order unless earlier terminated as provided for in this Section 12. Unless otherwise stated in your Order, your Subscription Term shall be for a period of twelve (12) months.

12.3. Except as otherwise set forth in this Agreement, an Order may be terminated (in whole but not in part) by a party solely if the other party fails to cure a material breach of such Order, or of this Agreement as it relates to such Order, within thirty (30) days after receiving written notice of the breach from the non-breaching party.

12.4. Upon expiration or earlier termination of an Order: (i) all rights granted to Customer under such Order will immediately terminate and Customer will immediately cease all use of the Services, Documentation and BigID Confidential Information; (ii) BigID will destroy any Customer Data and, upon request, any Customer Confidential Information within thirty (30) business days, provided that BigID shall be permitted to hold any Customer Data or Confidential Information to the extent required by Applicable Law and/or in accordance with BigID's record keeping in the ordinary course consistent with normal industry practices; (iii) within fifteen (15) days, Customer shall destroy, and permanently erase from all devices and systems, the Services, the Documentation and BigID's Confidential Information and, upon request, certify to BigID in writing that it has complied with the requirements of this Section 12.5; and (iv) except where the Order is terminated by Customer due to an unremedied material breach by BigID and unless otherwise expressly provided herein, all amounts payable by Customer to BigID pursuant to such Order shall be immediately due and payable. Any right, obligation or provision under this Agreement arising prior to termination or that, by its nature or to give effect to its meaning or purpose, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

13. Indemnification. Customer agrees to defend, indemnify and hold harmless BigID, its Affiliates and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) arising out of or related to any legal claim, suit, action or proceeding by a third party arising out of or relating to any of the following: (i) Customer's gross negligence or willful misconduct; (ii) a claim that the Customer Data infringes, misappropriates or violates any Intellectual Property Right or privacy right of a third party, or is improperly collected or furnished to BigID; or (iii) Customer's breach of Applicable Law in its use of the Services or performance under this Agreement.

14. Limitations of Liability.

14.1. Mutual Exclusion of Damages. To the fullest extent permitted by Applicable Law, in no event will either Party be liable for consequential, incidental, indirect, loss of or damage to data or software, loss of profits or revenue, loss of goodwill or reputation, exemplary, special, enhanced or punitive damages, regardless of the theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise. Without limiting the foregoing, in no event will BigID be liable for the cost of replacement goods or services.

14.2. Mutual Limitation of Liability. To the fullest extent permitted by Applicable Law, in no event will the total aggregate liability of either Party arising out of or related to this Agreement, regardless of the theory of liability including breach of contract, tort (including negligence), strict liability and otherwise, exceed the total of the annualized fees paid during the twelve (12) months immediately preceding the claim giving rise to liability. The foregoing limitations apply even if any remedy fails its essential purpose.

14.3. Exceptions. The exclusions and limitations of liability above shall not apply to liability arising out of (i) either Party's breach of Section 6 (Confidentiality); (ii) Customer's indemnification obligations under Section 13; (iii) a Party's gross negligence or willful misconduct; (iv) either Party's violation or infringement (including statutory) of the other party's Intellectual Property Rights; or (v) Customer's obligation to pay fees under an Order.

15. Notices. Subject to change as stated below: (a) BigID's address for notices is 379 West Broadway, FL 2, New York, NY 10012, Attn: Legal Department, and its email address for notices is legal@BigID.com and (b) Customer's addresses for notices are those associated with its Order(s). Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given: (i) one business day after being sent by overnight courier to the Party's physical address; (ii) three business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (iii) one business day after being sent by email to the Party's email address so long as receipt is acknowledged. Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

16. Assignment. Customer may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without BigID's prior written consent, and any purported assignment in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

17. Independent Parties; No Third-Party Beneficiaries. The Parties agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture partner or servant of another. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Force Majeure. BigID shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term

of this Agreement, when and to the extent such failure or delay is caused by acts of God or circumstances outside its reasonable control.

19. Governing Law; Arbitration.

19.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law rules of that State.

19.2. Arbitration.

19.2.1. Arbitration Process. The Parties shall use best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Agreement by mutual negotiation and cooperation within thirty (30) days from first notice of any such dispute. In the event the Parties are unable to informally resolve any such dispute in such time, the Parties agree, as the sole dispute resolution process, to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement and your use of the Services. For clarity, Sections 19.2.2 and 20 may be excluded from compelling arbitration under this paragraph. Any question as to the enforceability of this Section 19.2 will be solely decided by the arbitrator. Any arbitration will be conducted by a single neutral arbitrator and may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in New York, New York; provided, however, that if you can demonstrate that arbitration in New York would create an undue burden to you, the arbitrator may hold an in-person hearing in your hometown area. The arbitration will be conducted in accordance with the American Arbitration Association's ("AAA") then current Commercial Arbitration Rules' expedited procedures for resolution. Notwithstanding 19.1, the arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. The Parties agree to abide by and perform any award rendered by the arbitrator and any such decision will be final and binding upon each Party. Judgment on the award may be entered in any court having jurisdiction thereof.

19.2.2. Fees. The Party initiating the arbitration shall pay the initial filing fee. The fees and expenses of the arbitrator and the administrative fees of AAA (excluding the initial filing fee) shall be borne by BigID, unless otherwise determined by the arbitrator. Each Party shall bear its own attorneys' fees, expert witness fees, and other costs and expenses incurred in connection with the arbitration, regardless of the outcome, unless a statute or this Agreement expressly provides for the recovery of such fees and costs, or the arbitrator determines that a claim or defense was frivolous or brought in bad faith, in which case the arbitrator may award reasonable attorneys' fees and costs to the non-frivolous/good faith Party.

19.2.3. Waiver of Jury Trial and Class Action. By agreeing to arbitration, the Parties understand that they are waiving their right to a jury trial and their right to participate in a class action or representative proceeding. All claims and disputes must be arbitrated on an individual basis and

not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

19.2.4. Small Claims. Subject to applicable jurisdictional requirements, either Party may elect to pursue a dispute in a local small claims court rather than through the processes described in this Section 19.2, so long as the matter remains in small claims court and proceeds only on an individual basis. If a Party has already submitted an arbitration demand, the other Party may, in its sole discretion, inform the arbitral forum that it chooses to have the dispute heard in small claims court. At that time, the arbitral forum will close the arbitration and the dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

20. Equitable Remedies. Each Party agrees that a breach or threatened breach by such party of any of its obligations under Section 7.2 (Use Restrictions), Section 9 (Ownership), or Section 10 (Confidentiality) of this Agreement would cause the other Party irreparable harm for which monetary damages will not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such equitable remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

21. Miscellaneous. This Agreement, together with all Orders and all attached exhibits and any other documents incorporated herein by reference, is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, questionnaires and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. Any terms and conditions of any other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. Additionally, this Agreement supersedes any confidentiality, non-disclosure, evaluation or trial agreement previously entered into by the Parties with respect to Customer's or an Affiliate's use of the Services. BigID reserves the right to change the terms of this Agreement from time to time. If such changes are considered material, BigID will inform registered customers about the changes by email, and the changes will take effect one month after such emails have been sent. Your continued use of our website or services after any changes will constitute acknowledgment and acceptance of the modified Agreement. The prevailing terms and conditions shall always be those available on our website. In the event of any discrepancies between the wording of our website or the wording of earlier terms and conditions and this Agreement, this Agreement will prevail. The failure of a Party to exercise or enforce any condition, term or provision of this Agreement will not operate as a waiver of such condition, term or provision. Any waiver by either Party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. Neither party will issue any announcement, statement, press release or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks or logos, without the prior written consent of the other party. Notwithstanding the foregoing, BigID may use Customer's name and logo to list Customer as a BigID customer unless Customer sends

BigID an email at legal@bigid.com revoking this right. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Any written Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

22. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the following respective meanings:

“Account Data” means information about Customer that Customer provides to BigID in connection with the creation or administration of its BigID account, such as first and last name, user name and email address of an Authorized User or Customer’s billing contact. Customer shall ensure that all Account Data is current and accurate at all times during the applicable Term.

“Affiliate” means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities of a business entity.

“Applicable Laws” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, judgment, or rule of any governmental entity that possesses the force of law and applies to a party’s respective obligations under this Agreement.

“Authorized User” means an individual employee, agent, authorized representative or contractor of Customer who has been supplied user credentials for the Services by Customer.

“Customer’s Environment” means systems, platforms, services, software, devices, sites and/or networks that Customer uses in its own internal business operations.

“Documentation” means BigID’s standard user documentation for the Services, currently available together with any applicable supplemental documentation for Services.

“Feedback” means bug reports, suggestions or other feedback with respect to the Services or Documentation provided by Customer to BigID, exclusive of any Customer Confidential Information therein.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Paid Order” means an order for Services submitted by Customer online at the BigID site and accepted by BigID, or executed by BigID and Customer, under which Customer commits to pay for the Services.

“Personal Information” means information that identifies or could be used to identify an individual or relates to an identifiable person, including "Personal Information" or "Personal Data" as such terms are defined under Applicable Law. Personal Information does not mean encrypted metadata.

“Privacy Policy” means BigID’s standard Privacy Policy, currently available at www.BigID.com/privacy-notice.

“Process” means to perform an operation or set of operations on data, content or information, including to submit, transmit, post, transfer, disclose, collect, record, organize, structure, store, adapt or alter; “Processing” has a correlative meaning.

"Subscription Term" means the term of the Services subscription license as stated in an applicable Order.

“Support” means BigID’s customer support for the Services as determined from time to time in its discretion.