

SEE SMART SERVICE LINK TERMS & CONDITIONS

These SEE Smart Service Link Terms and Conditions (these "**Terms**") are made by and between You and Us. These Terms govern the use of the Company Solutions by You and Your Permitted Affiliates. By entering into the Agreement, or otherwise accessing or using the Company Solutions, You agree to be bound by and comply with these Terms.

1. **Defined Terms.** Capitalized terms used in these Terms have the meanings given them below or in the section of these Terms in which they are otherwise defined.

- a. "**Affiliate**" – means any partnership, joint venture, corporation, limited liability company or other form of legal entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party. For purposes of these Terms, the ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority of an entity shall be deemed to constitute control.
- b. "**Agreement**" – means the written service or product agreement (if any) between You and Us and to which these Terms may be attached.
- c. "**Company Solutions**" -- means the Service Device and the Services.
- d. "**Confidential Information**" -- means any proprietary or non-public information of a Party (the "**Disclosing Party**") disclosed or made available to the other Party (the "**Receiving Party**") in connection with the provision or receipt of the Company Solutions, including, but not limited to, technical information, materials, records, data, reports, business and financial information, personnel data, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, works of authorship and trade secrets, whether in tangible or intangible form, whether or not marked or otherwise identified as confidential. With respect to Us, Confidential Information shall also include all proprietary information of Our licensors and Affiliates, including the Company Solutions, documentation relating thereto, and these Terms.
- e. "**Customer Data**" means any of Your Confidential Information inputted into the Services.
- f. "**Party**" – means You or Us, and the term "**Parties**" means, collectively, You and Us.
- g. "**Permitted Affiliates**" – means any of Your Affiliates expressly identified in a Proposal or the Agreement (as applicable) as being permitted to access and use the Company Solutions.
- h. "**Personal Data**" -- means any information relating to an identified or identifiable natural person.
- i. "**Proposal**" – means the written offer, quotation, RFP response or proposal submitted by a Sealed Air Entity to You for the provision of the Company Solutions and to which these Terms are attached.
- j. "**Related Equipment and Products**" -- means equipment (other than a Service Device) or products (*e.g.*, packaging materials) supplied by or on behalf of a Sealed Air Entity to You or Your Affiliates.
- k. "**Sealed Air Entity**" – means Sealed Air Corporation or any of its Affiliates.

- l. "**SEE Smart Service Link**" or "**Services**" – means the cloud-based services provided by Us pursuant to these Terms which collects and analyzes data for the purpose of alerting, monitoring and reporting on Related Equipment and Products and Your use of such Related Equipment and Products.
- m. "**Service Device**" -- means any device, sensor box, mounting kits, and any additional accessories supplied by Us that are necessary for Your access and use of the Services, and any software installed on such devices, boxes, kits or accessories.
- n. "**Subscription Period**" -- means the period under the Proposal for which You have access and use of the Company Solutions.
- o. "**You**" or "**Your**" – references the entity accepting Our Proposal or entering the Agreement (if any) to which these Terms are attached.
- p. "**We**", "**Us**" or "**Our**" -- refers to the Sealed Air Entity that provided the Proposal to You or which entered into the Agreement (if any).

2. **Services; Service Device.**

- a. Subject to payment of the applicable fees and compliance with these Terms, We grant You and Your Permitted Affiliates a limited, non-exclusive, non-assignable, non-transferable right (without right to sublicense) to access and use the Company Solutions during the Subscription Period for use with the Related Equipment and Products as part of the operation of Your business and the business of Your Permitted Affiliates.
- b. As part of Our provision of the Company Solutions, We shall provide the Service Device(s) to You for Your use (and the use of Your Permitted Affiliates) during the Subscription Period. The Service Device(s) shall be installed by Us (or Our representatives or contractors). The Service Device(s) are made available on an "AS IS" basis. We may, in Our sole discretion, repair or replace any defective Service Device, but We have no liability for any defects in such Service Devices. All Service Device must be returned to Us on termination of the Services. If We fail to promptly repair or replace a defective Service Device, You may (as Your sole and exclusive remedy for such defective Service Device) terminate the Subscription Period with no further cost or expense to You (subject to Your payment of any accrued but unpaid fees for Your access and use of the Company Solutions prior to such termination).
- c. The Service Devices may contain embedded software which is essential to connecting to the Services ("**Firmware**"), as well as certain monitoring or data collection software that is used by Us to provide the Services ("**Monitoring Software**"). You may not remove, alter, disassemble, reverse engineer, copy, modify, adapt, enhance or otherwise manipulate the Firmware or the Monitoring Software. Except for the limited use right to the Firmware or Monitoring Software in connection with the operation of the Service Device on which it is installed, You are granted no right or license to access, copy, modify, distribute or otherwise use any Firmware or Monitoring Software, even in the event title to the Service Device on which such Firmware and/or Monitoring Software is embedded passes to You. You acknowledge and agree that We may access, use,

modify, remove, update, upgrade or replace the Firmware and the Monitoring Software at any time in Our sole discretion in connection with Our provision of Services. You further agree that in connection with Our provision of Company Solutions We may, from time to time, make updates, upgrades, changes, and other modifications to the Service Devices, Firmware and Monitoring Software, including by sending any updates, upgrades, changes and/or modifications to such Service Device, Firmware and Monitoring Software via Your network or Our network. YOU ACKNOWLEDGE AND AGREE THAT WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER THIRD PARTY IN THE EVENT WE REMOVE, MODIFY, REPLACE OR OTHERWISE CHANGE ANY FIRMWARE OR MONITORING SOFTWARE, AND THAT THE RELATED SERVICE DEVICE MAY BECOME INOPERABLE IN SUCH EVENT. THE FIRMWARE AND MONITORING SOFTWARE ARE PROVIDED "AS IS".

d. From time to time We may, in Our discretion, release and implement updates and modifications to the Services. Such updates and modifications may add, remove or modify features or functionality associated with the Services.

3. Use of the Services by Your Permitted Affiliates. Subject to these Terms (including Section 2.a above), Your Permitted Affiliates may access and use the Company Solutions. You are responsible for any acts or omissions of any of Your Permitted Affiliates in connection with their access and use of the Company Solutions.

4. Pricing; Payment. The pricing terms for the Company Solutions are set forth in the applicable Proposal or the Agreement (as applicable). Except as otherwise specifically set forth in the Proposal or the Agreement (as applicable), all fees payable with respect to the Company Solutions shall be due within thirty (30) days from the date of invoice. All fees are non-refundable and non-transferable. Any amounts due for recurring Services will be prorated for partial periods. The provision of the Company Solutions may be subject to applicable government taxes, tariffs, duties, and shipping and handling charges.

5. Restrictions.

a. You must not: (a) resell or sublicense the Company Solutions, or otherwise make any aspect of the Company Solutions available, to any third party other than as specifically permitted by these Terms; or (b) use the Company Solutions (i) in a way prohibited by law or that would cause You or Us to be out of compliance with applicable law, (ii) to violate any rights of others, (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Company Solutions or any other service, device, data, account, or network, (iv) to distribute spam or malware, (v) in a way that could harm the Services or impair anyone else's use of the Services, or (vi) in a way intended to work around the technical limitations, fee calculations or usage limits associated with the Company Solutions.

b. You shall not modify, copy, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Company Solutions.

c. You must not upload into the Services any content that: (i) may create a risk of harm or any other loss or damage to any person or property; (ii) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or

invasive of personal privacy or publicity rights; or (iii) contains any data that You do not have a right to upload into the Services.

6. Intellectual Property Rights.

a. You (and Your Permitted Affiliates and licensors) shall own all right, title and interest in and to the Customer Data. We may monitor and collect configuration, performance, and usage data relating to Your use of the Services and We may use and retain aggregated, anonymized data obtained or derived from Customer Data or Your use of the Company Solutions ("**Aggregated Data**") for any business purpose including (but not limited to): (i) marketing, surveying and benchmarking purposes; (ii) in the review and development of current and future products or services; (iii) to analyze product or service usage; or (iv) for other similar purposes. Aggregated Data will not identify You, Your Affiliates, subsidiaries, customers, any other individual or any of Your Confidential Information. Aggregated Data will not be considered Customer Data or Confidential Information. Our right to use and retain Aggregated Data will survive the expiration or termination of these Terms or the Agreement.

b. You acknowledge and agree that, as between You and Us, We (or Our Affiliates or licensors) own all right, title and interest in and to the Company Solutions.

c. Nothing in these Terms shall, or is intended to, limit either Party's ability to use the general knowledge, skills and experience (including general ideas, concepts, know-how and techniques), gained as a result of the performance by either Party of its obligations hereunder that remains in the unaided memory of the Party's employees, agents, and contractors ("**Residuals**"), provided that such Residuals shall not include any of the other party's Confidential Information or proprietary developments, or these Terms.

7. Operational Parameters. You acknowledge and agree that the output of the Services is dependent on the operational parameters chosen by You. We may make recommendations, but shall We have no responsibility with respect to the choice of any particular operational parameter. You further understand and agree that: (i) use of the Services does not relieve You of any legal or other obligation concerning the use and operation of Your business, including, without limitation, the use of any equipment, hardware or software in such business; and (ii) You do not rely upon Us or the Services for any advice or guidance regarding compliance with any laws. You are solely responsible for the accuracy and adequacy of the data furnished for processing by the Services, and for all decisions made and actions or inactions taken as a result of data created or modified by the Services.

8. Temporary Suspension. We may, at Our option, suspend Your use of the Company Solutions if: (a) You are in breach of Section 5 (**Restrictions**); (b) You are in breach of any other provision of these Terms and do not cure that breach within 30 days after We notify You of that breach; (c) any payment for the Company Solutions is not received when due; or (d) We reasonably believe that Your use of the Services poses a security risk. We will give You notice before suspending Your use of the Services if permitted by law or unless We reasonably determine that providing notice presents a risk of harm to the Services, to other users of the Services, or to any person or property, in which case We will notify You as soon as feasible or permitted. You will

remain responsible for all fees incurred before and during any suspension.

9. Termination.

- a. Either Party may terminate the Subscription Period and access to, and use of, the Company Solutions as a result of a material breach of these Terms by the other Party, provided that the non-breaching Party provides the breaching Party with written notice and a cure period of not less than thirty (30) days, unless the material breach is Your failure to pay any fees owed and payable to Us in connection with the Company Solutions, in which case the cure period shall be ten (10) days from the date of written notice.
- b. We may terminate the Subscription Period, and Your right to access and use the Company Solutions, for convenience upon thirty (30) days' prior written notice.
- c. Upon expiration or termination of the Subscription Period:
 - i. Your rights (and those of any of Your Permitted Affiliates) to use the Company Solutions shall immediately terminate;
 - ii. each Party shall, at the instruction of the Disclosing Party (as defined herein), return or delete Confidential Information of the Disclosing Party as described below; and
 - iii. You or Your Permitted Affiliates shall pay all accrued but unpaid fees set forth in the Proposal or the Agreement, as applicable.

10. Data Security.

- a. Network Security. We will maintain reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data consistent with applicable industry standards. You acknowledge and agree that Our servers (and the servers of Our Affiliates and contractors) may be hosted in a country or region outside of the location of Your places of business. You further acknowledge and agree that any Customer Data provided to Us hereunder may be stored, transferred or hosted in a country or region outside of the location of Your places of business.
- b. In the event We discover or are notified of any loss, theft, damage, destruction or unauthorized access or use of Customer Data ("**Security Breach Incident**"), We shall: (i) provide any legally required notices to You in the time and manner required by applicable law; (ii) use commercially reasonable efforts to investigate such Security Breach Incident; and (iii) remediate such Security Breach Incident to the extent reasonably practicable.
- c. You will establish and maintain a written information security program that meets or exceeds recognized and reputable industry standards (e.g., ISO, NIST, COBIT, ISA or CIS CSC) ("**Industry Security Standards**") and network security best practices. You will, upon request, provide us with a high level description of your information security program and practices as it relates to this Master Agreement, and will, upon request, meet with us to discuss such program and practices. You will use commercially reasonable efforts to resolve any concerns raised by us regarding your information security program and practices during such discussions. Without limiting the foregoing, you will take appropriate steps to isolate your business sensitive networks from our network, and we will not be liable for any

damages or liability of any kind caused by your failure to do so.

11. Confidential Information.

- a. Except as otherwise set forth herein, the Receiving Party shall strictly maintain and not disclose any Confidential Information received from the Disclosing Party in connection with these Terms. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose except (i) with respect to Us, to provide the Company Solutions, and (ii) with respect to both Parties, as otherwise expressly permitted in these Terms. The Receiving Party shall use the same degree of care to prevent disclosure of Confidential Information to third parties as it employs to avoid disclosure of its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
- b. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's employees, agents, representatives and subcontractors who have a bona fide need to know such Confidential Information in order to perform assigned duties in fulfillment of obligations under these Terms and who are subject to obligations of confidentiality no less restrictive than the terms of this Section 11 (**Confidential Information**). The Receiving Party assumes full responsibility for the acts or omissions of such recipients of Confidential Information.
 - i. The Receiving Party may disclose Confidential Information of the Disclosing Party as required by law, provided, however, that the Receiving Party shall use commercially reasonable efforts to notify the Disclosing Party of such legally required disclosure in advance of the proposed disclosure so that the Disclosing Party may, at its option, seek to limit or prevent such disclosure to the extent permitted by law.
 - ii. Confidential Information shall not include information which: (A) is known to You to be, at the time of disclosure, free of any obligation to keep it confidential; (B) is or becomes publicly available through authorized disclosure; (C) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (D) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

12. **Data Protection Agreement.** To the extent that We process any Personal Data that is subject to the European Union's General Data Protection Regulation 2016/679 ("**GDPR**"), We will comply with the GDPR as applicable. Any transfers of such Personal Data outside of the European Union will be undertaken in compliance with appropriate and legally permissible data transfer mechanisms such as standard contractual clauses in the form located at <https://sealedair.com/seesmart/gdpr>. You agree that We may undertake such transfers subject to Our compliance with any data transfer mechanism permitted by the GDPR. You acknowledge and agree that We may use subcontractors and subprocessors to provide the Company Solutions and process Your Confidential Information. Our other data processing commitments with regards to any Personal Data made available to Us by You in connection with the performance of the Services are set forth at <https://sealedair.com/seesmart/gdpr>.

- 13. Representations and Warranties.** You make the following representations and warranties to Us:
- a. You represent and warrant that the acceptance of these Terms constitutes a legal, valid and binding obligation which is enforceable against You.
 - b. You represent and warrant that Your performance of Your obligations hereunder will not conflict with or violate (i) any provision of law, rule or regulation, (ii) any order, judgment, decree, or (iii) any third party agreement to which You or one of Your Affiliates is a party.
- 14. Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE COMPANY SOLUTIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 15. Limitation of Liability.**
- a. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, INDEMNITY, STATUTE, OR OTHERWISE, SHALL WE BE LIABLE TO YOU, YOUR AFFILIATES, OR ANY EMPLOYEE, OFFICER, DIRECTOR, OR CONTRACTOR OF THE FOREGOING, OR TO ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, OUR PERFORMANCE HEREUNDER OR THE COMPANY SOLUTIONS, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY US, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. IN NO EVENT WILL OUR LIABILITY FOR ANY LOSS OR DAMAGES IN CONNECTION WITH THESE TERMS OR THE COMPANY SOLUTIONS EXCEED THE TOTAL AMOUNTS COLLECTED FROM YOU WITH RESPECT TO THE COMPANY SOLUTIONS OVER THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF A CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 16. Indemnification.**
- a. You and Your Affiliates each agree to indemnify and hold Us and Our directors, officers, employees, Affiliates, sub-licensees, and agents harmless from and against all third party claims filed or threatened against Us, and agree to pay all defense costs (including reasonable expert and attorneys' fees, court costs), judgments, damages and other expenses arising out of or on account of:
 - i. any failure by You (or Your Permitted Affiliates) to comply with the obligations, representations and warranties under these Terms;
 - ii. any failure by You or Your Affiliates to comply with applicable laws and regulations, including, without limitation, data privacy laws;
 - iii. any grossly negligent act or omission or willful misconduct by You or Your Affiliates; and
 - iv. any claim of personal injury or property damage relating to a You or Your Affiliates.
 - b. Subject to the limitations stated in Section 15 (**Limitation of Liability**), We agree to indemnify and hold You and Your Permitted Affiliates harmless from and against all third-party claims, defense costs (including reasonable expert and attorneys' fees), judgments and other expenses arising from any claim that Your access and use of the Company Solutions infringes the intellectual property rights of a third party.
 - c. We will have no obligation under this Section 16 (**Indemnification**) or otherwise with respect to any infringement claim based on: (i) Your use of the Company Solutions for a purpose or in a manner not permitted by these Terms; (ii) any modification to the Company Solutions made without Our express written approval; (iii) any combination of the Company Solutions with any software, services or other items not provided by Us or approved by Us in writing; or (iv) any use of the Company Solutions beyond the expiration or termination of the Subscription Period.
 - d. Exclusive Obligation. This Section 16 (**Indemnification**) sets forth Our exclusive obligation and liability with respect to infringement or misappropriation of any intellectual property rights related to the Company Solutions.
- 17. Audit.** We (or Our agents) may audit You and/or Your Affiliates' records and information systems to ensure that Your use (and Your Affiliates' use) of the Company Solutions is in compliance with these Terms.
- 18. Governing Law/Dispute Resolution.**
- a. These Terms shall be governed and construed in accordance with the laws of the jurisdiction that the Parties agreed would govern and construe the Agreement. If the Parties did not set forth in the Agreement a governing law applicable to the Agreement, these Terms shall be governed and construed in accordance with the laws of the State of North Carolina, exclusive of its provisions on conflicts of laws. The exclusive venue for the litigation of disputes hereunder shall be the federal or state courts located in Mecklenburg County, North Carolina. The Parties hereby disclaim the applicability of the Uniform Computer Information Transactions Act (UCITA) and the Convention on the International Sale of Goods (CISG).
 - b. At Our sole election, any dispute relating to or arising under these Terms may be resolved by arbitration before a single arbitrator in Mecklenburg County, North Carolina pursuant to the rules of the American Arbitration Association. Notwithstanding the foregoing, nothing in these Terms will prevent Us from applying to any court of competent jurisdiction for injunctive relief.
 - c. The prevailing Party in any action hereunder shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.
 - d. You and Your Affiliates agree that any claim or cause of action arising out of or related to the Company Solutions or

these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. **Force Majeure.** We will not be liable in any amount for failure to perform any obligations hereunder if such failure is caused by Internet outages, failures of public communications networks, earthquakes, fire, flood, disease, electrical outages, war, an act of God, or the occurrence of any other contingency beyond Our reasonable control.
20. **Export Control.** The Parties acknowledge that certain products, services and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the laws of the United States and other countries and jurisdictions (including the applicable U.S. Export Administration Regulations). No Party shall directly or indirectly export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such laws.
21. **Modifications.** We may modify these Terms from time to time and any such changes will become effective on the date We publish notice of such changes at <https://sealedair.com/seesmart/terms-and-conditions>. Your continued use of the Company Solutions after the effective date of any change will be deemed acceptance of the modified Terms.
22. **Notices.** Except as otherwise agreed in writing, all notices required hereunder shall be in writing, effective upon receipt and delivered by hand, or mailed by courier, certified or registered mail, return receipt requested, to the respective Parties. The address for notices to a Party shall be any address for such Party set forth in the Proposal of the Agreement, with attention to the chief legal officer of each such Party. If no such address is identified in the Proposal or the Agreement, a Party's address for notices shall be the address(es) of such Party set forth in its articles or certificate of incorporation or organization (or similar document), or annual report, on file with the Secretary of State or similar governmental authority of its jurisdiction of formation. If no such documents can be located, or no such address can be located on such documents, then a Party may send notices to any other reasonable business address of a Party.
23. **No Waiver/Severability.** No provision hereof shall be deemed waived unless such waiver is made in writing and signed by a duly authorized representative of either Party. The failure or delay of either Party to exercise any right hereunder shall not constitute a waiver thereof. If any provision of these Terms and Conditions is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.
24. **Independent Contractors.** Both Parties (as well as Your Affiliates) are independent contractors in all actions contemplated by these Terms. These Terms shall not be construed to create any partnership, joint venture or agency.
25. **Assignment.** Neither You nor any of Your Permitted Affiliates may assign any of the rights or delegate any of the duties hereunder without Our prior written consent, which consent may be withheld at Our sole discretion. We may assign any of Our rights or delegate any of Our duties under these Terms without Your or Your Permitted Affiliates' prior written consent. These Terms shall be binding upon the successors, legal representatives and permitted assigns of the Parties. Any attempt by You or Your Permitted Affiliates to assign any right, duty or

obligation which arises under these Terms without Our consent shall be void.

26. **Injunctive Relief.** You and Your Permitted Affiliates hereby acknowledge that a breach of these Terms would cause irreparable harm and significant injury to Us that may be difficult to ascertain and that a remedy at law would be inadequate. You and Your Permitted Affiliates agree that We shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under these Terms in addition to any other rights and remedies We may have.
27. **Entire Agreement.** These Terms, together with the Proposal and/or Agreement (if any), constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede and replace any existing agreement between You and Us for the Company Solutions. In the event of any inconsistency or conflict between or among these Terms, any Proposal or Agreement, the following order of precedence will apply to resolve any such inconsistency or conflict: these Terms, the Agreement (if any) and any applicable Proposal.
28. **Survival.** The following provisions of these General Terms shall survive the termination or expiration of these Terms: 6 (**Intellectual Property Rights**), 9 (**Termination**), 11 (**Confidential Information**), 12 (**Data Protection Agreement**), 14 (**Disclaimer**), 15 (**Limitation of Liability**), 16 (**Indemnification**), 18 (**Governing Law/Dispute Resolution**), 22 (**Notices**), 26 (**Injunctive Relief**), 27 (**Entire Agreement**) and 28 (**Survival**).