



END USER AGREEMENT

End User Agreement

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Client shall pay the subscription fee for CX Index in the amounts, currency, and under the payment terms stipulated on the applicable purchasing vehicle, including but not limited to order, quote, proposal, or any portal or marketplace where CX Index is legally being offered for subscription.

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THIS SECTION SETS OUT CX INDEX'S ENTIRE OBLIGATION AND LIABILITY AND CLIENT'S SOLE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

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Client will defend CX Index and its affiliates from and against any and all third-party claims, actions, suits, proceedings arising from or related to Client's or any authorised user's violation of this EUA (a "Claims Against Feedback Analytics Limited (DBA CX INDEX)"), and will indemnify CX Index and its affiliates for all reasonable attorney's fees incurred and damages and other costs finally awarded against CX Index or its affiliates in connection with or as a result of, and for amounts paid by CX Index or its affiliates under a settlement or final judgement that Client approves of in connection with a Claim Against CX Index CX Index must provide Client with prompt written notice of any Claims Against CX Index and allow Client the right to assume the exclusive defence and control of the claim and cooperate with any reasonable requests assisting Client's defence and settlement of such matter.

Indemnity by CX INDEX

CX Index will defend Client from and against any and all third-party claims, actions, suits, proceedings arising from or related to any claims that CX Index violate a United States patent or copyright of a third party (a "Claims Against Client"), and will indemnify Client for all reasonable attorney's fees incurred and damages and other costs finally awarded against Client in connection with or as a result of, and for amounts paid by Client under a settlement or final judgement that CX Index approves of in connection with a Claim Against Client. Client must provide CX Index with prompt written notice of any Claims Against Client and allow CX Index the right to assume the exclusive defence and control of the claim and cooperate with any reasonable requests assisting CX Index's defence and settlement of such matter.

Controlling Law and Severability

This EUA shall be governed by the laws of the Republic Of Ireland, excluding conflict of law provisions. If, for any reason, a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EUA shall continue in full force and effect. This EUA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action, unless both CX Index and Client specifically agrees to do so in writing following the initiation of the arbitration. If Client is an agency or other part of a government entity, different terms or modifications to this EUA may apply.

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This EUA constitutes the entire agreement between the parties concerning the access and use of CX Index and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this EUA will be binding unless in writing and signed by CX Index. No dealer, agent, affiliate or employee of CX Index is authorised to amend this EUA.

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