![datacamp logo]

DataCamp, Inc.
350 5th Avenue, Suite 7720
New York, NY 10118 United States

ORDER FORM

DATE: 2023-12-01

Customer Information

Customer	
Name of entity NHS UK	Billing contact name NHSBSA Accounts Payable
Street address Stella House, Goldcrest Way	Billing contact email address nhsbsa.accountspayable@nhs.net
City Newcastle Upon Tyne	ZIP/Postal code NE15 8NY	Billing contact phone
State/Province Northumberland	Additional contact name
Country United Kingdom	Additional contact email address

Contract Details

Contract Start Date*	Contract End Date*	Initial Term	Payment Terms
Dec 1, 2023	Dec 1, 2024	12 Months	Net 30

ORDER DETAILS

Product	Order Start Date*	Order End Date*	Order Term (months)	Quantity	Unit Price (USD)	Total (USD)
Enterprise (1-Year)	12/1/2023	12/1/2024	12	128	Redacte	Redacted
					TAX	0
					TOTAL	Redacted

* If this Order Form is executed and/or returned to DataCamp, Inc. by Customer after the Order Start Date above, DataCamp, Inc. may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date DataCamp, Inc. activates the product(s) and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into your DataCamp Admin Portal and/or by contacting Customer Support.

"Enterprise" or "Professional" refers to subscription plans for DataCamp's proprietary Learn product only. For details about the course catalog refer.
https://www.datacamp.com/groups/business#businessPlans

Additional Information (if applicable)

Will any business users be located in the UK/EEA/Switzerland? _____
If any Business Users are located in the European Economic Area ("EEA") the United Kingdom ("UK") or Switzerland, the parties will simultaneously enter into the DataCamp Data Processing Addendum, which will be deemed incorporated by reference into the Agreement.

Special Terms:

Terms and Conditions: This Order Form is governed by the DataCamp Enterprise Terms of Use attached hereto as Exhibit A (the "Terms" and together with the Order Form, the "Agreement"). DataCamp rejects additional or conflicting terms of any Customer form-purchasing document whether presented contemporaneously or after Customer has agreed to be bound by this Agreement, regardless of any acceptance by DataCamp (i.e., as evidenced by the issuance of an invoice referencing such form-purchasing document). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Terms.

This Order Form will become effective when signed by both parties. The date this Order Form is signed by the last party to sign it (as indicated by the date under that party's signature below) will be deemed the "Execution Date" of the Agreement.

	Customer (authorized signatory only)	DataCamp, Inc. (authorized signatory only)
Printed Name:	Redacted	Redacted
Title	Head of Commercial Services	CFO
Signature:	Redacted	Redacted
Date:	04/12/2023	04/12/2023

Exhibit A

DataCamp Enterprise Terms of Use

This document outlines the standard contractual terms and conditions ("**Terms**") that apply to the provision of any products or services by DataCamp, Inc. (together with its affiliates, "**DataCamp**") to NHS UK with an address of Stella House, Goldcrest Way Newcastle Upon Tyne NE15 8NY Northumberland United Kingdom ("**Customer**"). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "**Agreement**." An "**Order Form**" means any order for the provision of DataCamp products or services signed by Customer.

1. **Service.** Subject to the terms of this Agreement, DataCamp will provide Customer and its Business Users access to its proprietary software as a service, accessible at http://www.datacamp.com and via a mobile application (collectively, the "**Site**", and together with any other products and services specified on the Order Form, the "**Service**"). "**Business User**" means any administrator or individual who is authorized by the Customer to use the Service.

2. **Usage Restrictions.** Customer shall not (and shall not permit any Business Users to): (a) license, sublicense, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, in whole or in part, or any content displayed on the Service or otherwise provide access to the Service to any person, firm or entity, except as expressly authorized herein; (b) modify, make derivative works of, disassemble, decode, reverse compile or reverse engineer any part of the Service or merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service (or on any content displayed on the Service); (c) use the Service or any of DataCamp's Confidential Information (as defined below) to build a similar or competitive website, product, or service; (d) except as expressly permitted by the Service, copy, reproduce, distribute, republish, download, display, post or transmit any part of the Service in any form or by any means; (e) use the Service to (1) to knowingly post, upload, link to, send or store any content that is defamatory, libelous, fraudulent, derogatory, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist or discriminatory, or (2) harm or impersonate any person or violate the rights of any third-party rights; (f) interfere with or disrupt the integrity or performance of the Service; (g) attempt to gain unauthorized access to the Service or its related systems or networks; (h) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service; or (i) use the Service in violation of any applicable social media network acceptable use policies or terms of use. The parties agree that DataCamp's unlimited plans, such as Data Literacy and Unlimited plans, permit Customer to have up to ten thousand (10,000) active Business Users. Activating Business Users in excess of this amount will result in additional fees and charges to Customer.

3. **Customer Responsibilities.** Customer: (a) is solely responsible for User Content (as defined below) and the means by which it acquired the User Content, and all activities arising from its Business Users, and (b) must keep its passwords secure and confidential, and notify DataCamp promptly of any known or suspected unauthorized access to the Service or any other breach of security. Customer acknowledges and agrees that the seats purchased to access the Service are specific to the individual Business User and it will take all commercially reasonable efforts to prevent Business Users from sharing seats; provided, however, Customer may transfer up to twenty (20%) percent of its seats within the Term (as defined below) to new Business Users (unless otherwise agreed to in the Order Form). DataCamp shall not be liable for any loss or damage arising from Customer's or its Business Users' failure to comply with the above requirements.

4. **DataCamp Responsibilities**. DataCamp shall provide: (a) all updates and upgrades to the Service to Customer that DataCamp provides to its customers generally for no additional charge; and (b) support resources (**"Support"**) located at https://support.datacamp.com/hc/en-us/articles/360021185634-how-to-contact-datacamp**.**

5. **Fees.** Access to the Service is expressly conditioned on timely payment of the subscription fee set forth on the Order Form (the "**Subscription Fee**"). The Subscription Fee will be due from Customer within thirty (30) days of the invoice date, unless otherwise agreed to in the Order Form. The Subscription Fee owed by Customer is exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other

taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.

6. **Service Level Agreement.** DataCamp will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99% ("**Service Commitment**"). Customer's sole and exclusive remedy for the failure to meet the Service Commitment will be for DataCamp to provide a service credit ("**Service Credit**") as described below; provided that Customer notifies DataCamp in writing of such claim within thirty (30) days of the failure to meet the Service Commitment. "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from Exclusions. "**Exclusions**" mean any downtime resulting directly or indirectly from scheduled outages, factors outside of DataCamp's reasonable control (including force majeure events), and outages that result from any technology issue not originating on behalf of DataCamp. The Service Credit is calculated by taking the applicable service credit percentage and multiplying it by one twelfth (1/12) of the annual subscription fee. DataCamp will either apply Service Credits against future payments due from Customer or refund the Service Credits to Customer, as applicable. Service Credits will not entitle Customer to any other refund or payment from DataCamp. Service Credits may not be transferred or applied to any other customer.

Monthly Uptime Percentage	Service Credit Percentage
Greater than or equal to 99%	No credit
98.5% – 98.99%	3%
98% - 98.49%	6%
Less than 98%	12%

7. **DataCamp Representations and Warranties**. DataCamp warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Service will conform to its then current documentation. As Customer's exclusive remedy and DataCamp's sole liability for breach of the warranty set forth in this Section 7, (a) DataCamp shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event DataCamp is unable to correct such deficiencies after good-faith efforts, DataCamp shall refund Customer amounts paid that are attributable to the defective Service from the date DataCamp received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to DataCamp, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

8. **Mutual Representations and Warranties.** Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) it will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement.

9. **Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's or its affiliates' employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or trade secret information of that party in oral, graphic, written, electronic or machine-readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public through no violation by the receiving party

of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

10. **Proprietary Rights**. As between Customer and DataCamp, the DataCamp Intellectual Property is, and shall at all times remain, the sole and exclusive property of DataCamp. Customer will not have any rights to the Service except as expressly granted in this Agreement. DataCamp shall have the right, in its sole discretion, to modify the DataCamp Intellectual Property. **"DataCamp Intellectual Property"** means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of DataCamp and/or its licensors that are delivered, provided or used by DataCamp in the course of performing the Service, as well as all other intellectual property owned by DataCamp and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as any underlying source code and object code related thereto.

11. **User Content and Statistical Data.** As between DataCamp and Customer, any information and content that Customer or a Business User submits to, or uses with, the Service (e.g., content in the user's profile or postings), remain the sole property of Customer (**"User Content"**). DataCamp may use the User Content to provide and improve the Service and Support in accordance with this Agreement or Customer's instructions. Customer acknowledges and agrees that DataCamp shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Service ("**Statistical Data**"). Statistical Data may be collected by DataCamp for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an anonymized, aggregated form, without specifically identifying the source of the Statistical Data. On creation, Statistical Data will be deemed DataCamp Intellectual Property.

Customer acknowledges that the Service is not designed for use with (and does not require) Sensitive Information included in User Content. Customer specifically agrees not to use the Service to transmit, upload, collect or otherwise process any Sensitive Information. "**Sensitive Information**" means any passwords, credit card or debit card information, personal financial account information, government issued identification numbers (such as social security numbers, passport numbers, driver's license numbers or similar identifiers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of "special categories of personal data" under European data protection laws or any other applicable laws relating to privacy and data protection. DataCamp will have no liability under this Agreement for Sensitive Information included within User Content, or any security incident or breach regarding such Sensitive Information, notwithstanding anything to the contrary herein.

12. **Privacy and Security.** DataCamp will not disclose User Content except if compelled by law, permitted by Customer, or pursuant to the terms of DataCamp's Privacy Policy, which is located at https://www.datacamp.com/privacy-policy and incorporated herein by reference. DataCamp will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the User Content. If any Business Users are located in the European Economic Area ("**EEA**") the United Kingdom ("**UK**") or Switzerland or the State of California, the parties will simultaneously enter into the DataCamp Data Processing Addendum, which will be deemed incorporated by reference into this Agreement.

13. **Feedback.** DataCamp may send surveys to Business Users to solicit feedback regarding performance of the Service and suggestions for improvements. Customer, and each Business User (to the extent Customer has such right), hereby grants DataCamp a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any such feedback, suggestions, enhancement requests or recommendations.

14. **Term.** The term ("**Term**") of this Agreement shall begin on the date identified as the Contract Start Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 15. Except if explicitly indicated in the Order Form, Customer's subscription to the Service will be automatically extended following any subscription term, for the same period of time as the initial subscription term, at the then-current rate, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

15. **Termination.** Either party may terminate this Agreement for a material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) DataCamp will delete or return User Content and/or any applicable reporting data on Business Users within thirty (30) days of receiving a written request by Customer.

16. **Suspension of Service.** DataCamp may immediately suspend the Service and remove applicable User Content if Customer and/or its Business Users have violated a law or the terms of this Agreement. DataCamp may try to contact Customer in advance, but it is not required to do so.

17. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 7 & 8, DATACAMP (AND ITS LICENSORS) MAKE NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) OR STATUTORY, AS TO ANY MATTER WHATSOEVER. DATACAMP EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ON ITS BEHALF AND ON BEHALF OF ITS LICENSORS. DATACAMP DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT DATACAMP IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR WEBSITES MADE AVAILABLE THROUGH THE SERVICE. DATACAMP DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICE OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITES NOT WITHIN DATACAMP'S REASONABLE CONTROL. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

18. **Intellectual Property Infringement.** If a third party claims the Service infringes that party's patent, copyright or other proprietary right, DataCamp will defend Customer against that claim at DataCamp's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by DataCamp, provided that Customer: (a) promptly notifies DataCamp in writing of the claim; and (b) allows DataCamp to control, and cooperates with DataCamp in, the defense and any related settlement. If such a claim is made, DataCamp may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If DataCamp determines that these alternatives are not reasonably available, DataCamp may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology or content not provided by DataCamp or otherwise identified by DataCamp in writing as inoperable, (b) use of the Service other than in accordance with this Agreement and the applicable Service documentation, (c) the User Content, and/or (d) modification or alteration to the Service by anyone other than DataCamp. This Section 18 states DataCamp's sole and exclusive liability, and Customer's sole and exclusive remedy for the actual or alleged infringement of any third-party intellectual property right by the Service. If a third party claims that any part of the User Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend DataCamp against that claim at Customer's expense and pay all costs,

damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that DataCamp: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. **Limitations of Liability.** NEITHER PARTY OR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, BUSINESS, OR DATA; BUSINESS INTERRUPTION; OR LOSS OF GOODWILL OR REPUTATION, REGARDLESS OF WHETHER THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EACH PARTY AND ITS AFFILIATES' CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO DATACAMP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

    SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

20. **Trial Subscriptions and Beta Releases**. Customer may, at DataCamp's invitation, elect to receive free access or a trial subscription to the Service (a "**Trial Subscription**") or access to features and functionality designated as early access, in development, or in "alpha" or "beta" or by a similar description (collectively, "**Beta Releases**"). Trial Subscriptions are permitted solely for Customer's use to determine whether to purchase a paid subscription to the Service and may not include all functionality and features accessible as part of a paid subscription term. Beta Releases may be subject to additional terms and conditions. Trial Subscriptions and Beta Releases are provided on an "as is" and "as available" basis, to the fullest extent of the law, without any warranty, support, maintenance, storage or indemnity obligations from DataCamp of any kind; however, all use restrictions and any reservation of rights concerning the Service will apply equally to a Trial Subscription or a Beta Release. DataCamp has the right to terminate a Trial Subscription or access to Beta Releases at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DATACAMP WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A TRIAL SUBSCRIPTION OR A BETA RELEASE.

21. **Federal Government End Use**. If Customer is an agency, department or other entity of the United States Government, the Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Customer with only those rights as provided under these Terms.

22. **General.** Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 22. A copy of all notices to DataCamp shall be sent to: DataCamp, Inc., 350 Fifth Avenue,

Suite 7720, NY, NY 10118, Attention: General Counsel. For purposes of service messages and notices about the Service, DataCamp may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If DataCamp is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of New York without regard to the actual state or country of incorporation or residence of Customer. DataCamp is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. DataCamp rejects additional or conflicting terms of any Customer form-purchasing document whether presented contemporaneously or after Customer has agreed to be bound by this Agreement regardless of any signature by DataCamp on any such form-purchasing document, or any click-wrap agreements, including the DataCamp Terms of Use, which may be required to be accepted by a Business User before accessing the Service. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, either party may assign this Agreement without the non-assigning party's prior written consent in the context of a merger, acquisition, sale of assets or operation of law. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 22, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow DataCamp to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement, will survive (including, but not limited to, Sections 5, 9, 10 and 19).

	[CUSTOMER NAME]	DataCamp, Inc.
Printed Name:		
Title		
Signature:		
Date:		