

Software as a Service (SaaS) Agreement

Customer (“You,” “Your”) and Ryan (“Our,” “We,” “Us”) agree to be bound by the terms and conditions of this SaaS Agreement (“Agreement”). Ryan and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

1. DEFINITIONS.

“**Affiliate(s)**” means any entity that is directly or indirectly controlled by, controlling, or under common ownership or control with a Party, where “control” refers to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

“**Authorized Users**” means users authorized by You and Your Affiliates (if Affiliates are included in the Order Form) to use the Online Services on Your or Your Affiliate’s behalf, including Your authorized contractors and consultants as permitted under the Agreement.

“**Your Data**” means any information submitted to the Online Services by Authorized Users, as well as output specific to You.

“**Commercial Subscription**” means subscription-based access to the Online Services and Documentation for You to provide third-party commercial services.

“**Documentation**” means all documents and information provided by Us regarding the operation and use of the Online Services.

“**DPA**” means the Data Processing Addendum posted at <https://www.tax.com/trust-center/legal/dpa>.

“**Order Form**” means a fully executed document under this Agreement that details the Online Services, Professional Services or both provided by Us, the associated fees, and any additional terms. It includes any Statements of Work (“**SOW**”) and can also include Change Orders (“**CO**”) and Work Orders (“**WO**”).

“**Online Services**” means Our proprietary software provided as a subscription-based, third-party hosted service under an Order Form.

“**Overage**” means record uploads or access exceeding the actual number authorized for the relevant contract year.

“**Professional Services**” means implementation services, training, or other consulting services purchased under an Order Form.

“**SLA**” means the Service Level Agreement posted at <https://www.tax.com/trust-center/legal/sla>.

“**Subscription**” means the term of Online Services commencing on the start date specified in the applicable Order Form for the specified term along with any renewals executed under an Order Form.

“**Ryan IP**” means all proprietary rights in and the ownership of the Online Services, Our commercially available professional services, and Documentation, including any patents, trademarks, copyrights, and any derivative works.

“**Upgrades**” means any new releases, updates, improved operations, enhancements, modifications, bug fixes, security patches, additional functionality or features, and error corrections of the Online Services provided to our customers in the normal course to maintain or enhance the performance of the Online Services.

2. TERM.

2.1 **Agreement Term.** The Agreement starts on the Subscription Start Date and lasts as long as there is an active Order Form between the Parties, unless terminated earlier under Sec. 5 (TERMINATION).

2.2 **Subscription.** Unless otherwise stated in the Order Form, a Subscription under this Agreement is three years. Subscriptions will automatically renew for a new Subscription equal to that in the Order Form, subject to pricing adjustment, unless one Party gives the other written notice at least 60 days prior to the end of the then-current Subscription. Any change to the foregoing requires a newly executed Order Form.

3. ACCESS TO THE ONLINE SERVICES.

3.1 **Access Grant.** We grant You and Your Affiliates, if applicable, a non-exclusive, non-transferable subscription-based right to access the Online Services, which are inclusive of technical support, Upgrades and the SLA. You may access the Online Services during the Subscription and solely in connection with Your internal business operations, including use on behalf of Your customers. However, You do not have a Commercial Subscription unless expressly stated in the Order Form.

3.2 **Our Proprietary Rights.** We and Our licensors retain all right, title, and interest in and to all Ryan IP and all performance metrics, analytics, and usage data created in connection therewith.

3.3 **Your Ownership of Your Data.** You own and will retain all right, title, and interest in and to the Your Data. You hereby grant Us a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use, display, host, copy, collect, transfer, and process Your Data, as well as any suggestion, enhancement request, recommendation, correction, or other feedback provided by You, to provide and improve the Online Services for You.

3.4 **Restrictions and Conditions.** Your Authorized Users may access the Online Services and Documentation subject to You remaining fully liable and solely responsible for the Authorized Users’ compliance with this Agreement. A Commercial Subscription, if granted, must be noted in an Order Form with additional fees stated, as applicable. You are not permitted to:

- (i) resell, lease, sublicense, or distribute the Online Services or any related technology to any person,
- (ii) represent that You possess any proprietary interest in the Online Services,
- (iii) use the name, trademarks, tradenames, logos, or other Ryan IP without written express permission,
- (iv) Use the Online Services in any way that violates applicable laws,
- (v) attempt to gain unauthorized access, infiltrate, hack, reverse engineer, decompile, or disassemble the Online Services or any related technology, derive or attempt to create or derive the source code from supplied object code, nor permit any third party to do so,
- (vi) use any robot, spider, scraper, frames, deep links, or other similar automated data gathering or extraction tools, programs, algorithms, or methodologies to access, acquire, copy, or monitor the Online Services,
- (vii) circumvent, disable, or harm any security or authentication features or protections of the Online Services, or attempt to scan, probe, or test the vulnerability of Our network or system, use the Online Services in a manner that interferes with or disrupts the integrity or performance of the Online Service (or the data contained



therein), or any servers or networks connected to the Online Services, (viii) exceed the access limits set forth in any Order Form, (ix) allow Authorized User accounts to be shared or used by more than one individual, (x) allow Authorized User accounts to be used by a robotic process automation (RPA) or other programmatic users unless expressly stated in the Order Form, or (xi) upload, transmit, or distribute viruses, worms, Trojan horses, or other disabling code, or malware or other malicious code harmful to Our network or system.

3.5. Overage. If overages are applicable to Your Order Form, We may conduct a true-up at any time under which We will compare the quantities licensed under an Order Form to the actual number of quantities utilized by You, Your Affiliates, or both in connection with the provision of Services. We will invoice and You agree to pay the applicable additional fees for any documented overage.

4. SUPPORT SERVICES.

4.1. Support. We will provide You with online and Email support during Our normal business days (weekends and Ryan holidays excluded) and service levels as set forth in the SLA. You understand that effective support may require Us to utilize remote diagnostic software and remote connections to access Your computer system. We will provide You with web access to static online support functionality that contains customer self-help features, such as Frequently Asked Questions, Documentation, and training materials. Online support features and functionality will be subject to change at Our discretion.

4.2. Professional Services. We will perform Professional Services at the rates specified in the applicable Order Form. Any services requested by You not explicitly listed in the Order Form will be considered out-of-scope services. We will charge You and You agree to pay for such services according to Our then-current hourly billing rates. You agree to pay the reasonable travel expenses, pre-approved by You, of any Ryan employees and its authorized contractors who render such Services at Your locations.

4.3. Third Party Providers. The Online Services may include data and software from third parties subject to terms as expressly indicated in an applicable Order Form.

5. TERMINATION.

5.1 Termination for Cause. In the event a Party believes the other Party is in material breach of an Order Form, the non-breaching Party will provide the other Party written notice of such breach describing in detail the nature of the material breach. If within thirty (30) days of receipt of such notice such Party is unable or unwilling to cure such breach, the non-breaching Party may provide written notice of termination, subject to the payment of all fees and costs due for the relevant Order Form(s) up to the date of such termination. If You fail to timely pay an invoice within sixty (60) days of the invoice date, then We may take action to collect such payment without giving You the foregoing notice and opportunity to cure. Termination of an Order Form does not affect any other Order Form or this Agreement. All Order Forms and this Agreement are subject to immediate termination by written notice to the other Party if either Party:

- (i) violates any of the Online Services requirements or non-disclosure provisions of this Agreement; or
- (ii) seeks the protection of any bankruptcy court that would prevent such Party from meeting its obligations under this Agreement, becomes insolvent, or makes an assignment for the benefit of creditors.

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5.2 Sunsetting of an Online Service. If We determine, in Our sole discretion, to discontinue or sunset an Online Service, We will provide You with written notice at least one hundred and twenty (120) days prior to the intended sunset date. During the sunset period, We will continue to provide access to the Online Services in accordance with the terms of this Agreement. However, after the sunset date, We will no longer be obligated to provide access to the sunset Online Service or any associated support services, and you will not be responsible for any remaining fees for the applicable Subscription, if any (pro rata), after the sunset date. We will use reasonable efforts to assist You with transitioning to Our alternative product offering, if applicable, during the sunset period. You acknowledge and agree that We will not be liable to You or any third party for any costs or expenses incurred by You due to the sunset of the affected Online Services.

5.3 Post Termination. Upon termination of the Online Services for any reason:

- (i) Your right to access and use the Online Services (including support services) and Documentation immediately terminates;
- (ii) You will promptly stop use of the Online Services;
- (iii) You will return or certify destruction of the Documentation and any other Confidential Information in Your possession or control, at Our option; and,
- (iv) We will have the right to disable access to the Online Services without further notice or demand.

Upon request by You, We will delete all Your Data, subject to requirements of law, regulation, or data retention policy, provided that We may retain backups of Your Data for a reasonable period before such backups are disposed of in accordance with Our data retention policy. Exercise of either Party's right of termination will not prejudice any legal rights or remedies either Party may have against the other Party at law or in equity in respect to such breach and the terms of this Agreement.

6. BILLING AND PAYMENT.

6.1 Billing. All fees and reimbursable expenses will be invoiced to You as they are chargeable to You under this Agreement. Fees will be billed (i) for Online Services on the applicable Subscription Start Date and in advance of each anniversary thereof, or (ii) as stated in a SOW. If explicitly stated in a SOW, We will bill "upon completion" fees upon completion of the applicable Service as determined at Our discretion. Unless explicitly stated in the Agreement, all payment obligations are non-cancelable, and all fees are non-refundable. Our invoices are due upon receipt by You and will be paid within thirty (30) days for Online Services and thirty (30) days for Professional Services. Any amount remaining unpaid will accrue interest at the rate of one and one-half percent (1.5%) per month. If We do not receive Your on-time payment, We may suspend or terminate Your access to the Online Services, terminate the applicable Order Form(s), this Agreement, or both. Such actions will be effective following thirty (30) days' written notice from Us to You and will not relieve You of Your liability for any fees or costs owed to Us under this Agreement. You further agree to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees, incurred by Us in connection with fees more than sixty (60) days past due. We accept checks, electronic funds transfers, credit cards, and purchasing cards. If You elect payment using a credit card or purchasing card, You authorize Us to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. We will add to each invoice, and You will pay, any applicable



sales and use taxes, excluding any taxes based on Our income. We will remit such taxes to the appropriate taxing authorities. You will reimburse Us for all reasonable out-of-pocket expenses approved in advance by You.

6.2 **e-Billing:** We will Email all invoices to Your billing contact above unless you indicate otherwise. We will utilize an e-commerce portal for billing upon Your request subject to the requirement that the terms and conditions for the portal are reasonable and We incur no additional fees for such usage. The Parties agree to abide by the rules of the National Automated Clearing House Association (NACHA) and U. S. banking laws when performing electronic funds transfer (EFT) transactions.

7. WARRANTIES. We warrant that Your use of the Online Services in accordance with the Agreement and Documentation will perform substantially in accordance with the Documentation and that the Professional Services will be performed in a timely, competent workmanlike manner by suitably qualified and trained personnel, and that We will not knowingly upload, transmit, or distribute viruses, worms, Trojan horses, or other disabling code, or malware or other malicious code harmful to Our network or system. If You provide prompt written notice to Us that the performance of the Online Services or Professional Services is not materially in compliance with this paragraph, We will use commercially reasonable efforts to correct any reproducible errors. We warrant that we have the right to afford You access to the Online Services.

THE EXPRESS WARRANTIES STATED IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY US. WE DO NOT MAKE, AND YOU HEREBY EXPRESSLY WAIVE, ALL OTHER WARRANTIES. THE ONLINE SERVICE IS PROVIDED "AS IS," AND WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR REPRESENT THAT THE ONLINE SERVICE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE ONLINE SERVICE IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. WHILE THE ONLINE SERVICES ARE INTENDED TO ASSIST WITH TAX-RELATED ACTIVITIES, THEY DO NOT CONSTITUTE PROFESSIONAL TAX ADVISORY SERVICES OR LEGAL ADVICE AND SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL TAX ADVISORS, ACCOUNTANTS, OR ATTORNEYS. YOU ARE ENCOURAGED TO SEEK THE ADVICE OF A PROFESSIONAL TAX ADVISOR OR ATTORNEY TO ENSURE COMPLIANCE WITH ALL APPLICABLE TAX LAWS AND REGULATIONS.

8. INDEMNITY.

8.1 **Our Indemnity.** Subject to the following conditions, We will defend, indemnify, and hold You harmless against any third-party claim alleging that Your use of the Online Services infringes a United States patent or copyright, provided You notify Us promptly in writing of any such claim and grant Us sole right to control the defense and disposition of such claim. If the Online Services becomes, or in Our opinion is likely to become, the subject of an infringement claim, We may, at Our option and expense:

- (i) procure for You the right to continue using the Online Services,
- (ii) replace or modify the Online Services so that it becomes non-infringing, or
- (iii) terminate this Agreement and any relevant Order Form(s), in

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whole or in part, upon written notice to You, and refund to You a pro-rata portion of the subscription fee paid to Us based upon the number of days during the current contract year prior to such termination and the number of days remaining during the current contract year following the date of such termination.

THE FOREGOING STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE PRODUCT OR ANY PART THEREOF, AND YOU HEREBY EXPRESSLY WAIVE ANY OTHER LIABILITIES ON OUR PART ARISING THEREFROM. We will have no liability or obligation under this Section for any claim based on: (a) use of any part of the Online Services in combination with materials, software, or equipment not provided by Us; or (b) modifications made by You or any third party or any use other than as expressly authorized herein.

8.2 **Your Indemnity.** You will defend, indemnify, and hold Us harmless from and against all third party claims, damages, liabilities, losses, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Your Data, Your breach of this Agreement, any applicable law or regulation, and Your violation of any third party right, including without limitation any intellectual property right, publicity rights, confidentiality, or privacy rights. We will

- (i) provide You with prompt written notice upon becoming aware of any such claim; except that You will not be relieved of your obligation for indemnification if We fail to provide such notice unless You are prejudiced in defending a claim due to Our failure to provide notice in accordance with this Section 8.2(i);
- (ii) allow You sole and exclusive control over the defense of any such claim; and
- (iii) if requested by You, and at Your expense, reasonably cooperate with the defense of such claim. You will indemnify and hold Us harmless, and Our officers, directors, employees, and affiliates, against all claims by third parties regarding Your use of the Online Services in performing any services for third parties.

8.3 **Defense and Settlement.** The indemnified Party may participate in the defense of any claim at its own expense. The indemnifying Party will not settle any claim without the consent of the indemnified Party, which consent will not be unreasonably withheld, unless such settlement includes an unconditional release of the indemnified Party from all liability and does not impose any obligations or restrictions on the indemnified Party.

9. LIMITATION OF LIABILITY. Except with respect to Our indemnification obligations, We will not be liable to You for any claim, liability, damage, or expense under any theory in excess of the fees already paid by You to Us under the relevant Order Form prior to the date the cause of action arises. You may not assert any cause of action against Us more than one (1) year after the date the cause of action arises. EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING LOST OR DAMAGED DATA, LOSS OF PROFIT OR GOODWILL, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CONFIDENTIAL INFORMATION.

10.1 **Non-Disclosure.** You agree that the functionality of the Online Services, the Documentation, any materials relating to the foregoing that are not publicly available, this Agreement, and its terms and conditions, constitute "**Confidential Information.**" We agree that any



confidential information concerning Your business and labeled as such, and all data processed by You through the Online Services except data excluded by Section 10.2 will be considered “**Confidential Information**.” Neither Party will sell, transfer, publish, disclose, display, or otherwise make available to others the Confidential Information of the other Party, and to secure and protect the Confidential Information of the other Party by taking appropriate action by written agreement with its employees and representatives who are permitted access to such materials to satisfy its obligations hereunder. You further agree to exercise commercially reasonable efforts to assist Us with identifying and preventing any use or disclosure of any portion of the Online Services or Confidential Information. Each Party will promptly notify the other Party if it becomes aware of any disclosure of the Confidential Information and will give all reasonable assistance to the other Party in connection with investigating and remediating the same.

10.2 Exclusions. Confidential Information does not include information that:

- (i) is already publicly known when the Confidential Information is transferred to the other Party;
- (ii) becomes publicly known after the Confidential Information is transferred to the other Party through no fault of the other Party;
- (iii) is already known to the other Party at the time the Confidential Information is transferred to the other Party;
- (iv) is subsequently disclosed to the other Party by third parties having no obligation of confidentiality to the disclosing Party; or
- (v) is independently developed or learned by the other Party without reference or use of Confidential Information.

10.3 Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental authority having jurisdiction. In such an event, the disclosing Party agrees to give the other Party as much advance notice of the requirement as is reasonably practicable so that the other Party may seek a protective order or other appropriate remedy.

11. DATA PROTECTION.

11.1 Security. We will maintain a data protection framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards designed to maintain the security and integrity of the Online Services and Customer Data in accordance with prevailing industry practices and standards. In no event during the Subscription will We materially diminish the controls set forth in the DPA, which provisions are hereby incorporated by reference into this Agreement.

11.2 Data Privacy. With respect to the processing of personal data (such as business contact information) in connection with the Services, We agree to comply with Our privacy notice posted at <https://tax.com/trust-center/privacy/> and our DPA.

11.3 Your Data Protection Responsibilities. You will be responsible for protecting Protected Third Party Information (including Sensitive Personal Information, PII, PHI, PFI, and PEI) (as each is defined in the DPA) from disclosure, and You will not transfer such Protected Third Party Information to the hosted environment unless the transfer of such information is necessary to utilize the Online Services. We may suspend Your access to the Online Services should We reasonably believe that You have compromised, or potentially compromised, the security of the Online Services, and that suspension of Your access privileges is necessary to protect the security of the Online Services.

We will provide You with prompt notice of such action and an opportunity to address the issue to restore Your access.

12. INSURANCE. Without expanding or limiting Our potential liability for any damages, We, at Our sole cost and expense, will secure and maintain commercial insurance, subject to standard terms and exclusions for such policies. You may request a Certificate of Insurance to learn Our coverage limits per claim and in the aggregate for all applicable coverage, including the following:

- (i) U.S. and International property & casualty, commercial auto, worker’s compensation, directors and officers, employment practices;
- (ii) cyber liability coverage, including disclosure injury and unauthorized access to or dissemination of private information;
- (iii) errors and omissions covering actual or alleged negligent acts, errors, and omissions committed by Us;
- (iv) content injury, including suits arising from intellectual property infringement, trademark infringement, and copyright infringement;
- (v) conduit injury, including suits arising from system security failures that result in harm to third parties, excluding claims arising under Sec. 11.3;
- (vi) first-party cybercrime expense covering commercial crime, including dishonesty coverage for Us, and if relevant, computer crime and wire transfer coverage;
- (vii) privacy notification expenses, including the cost of credit monitoring for affected customers; and
- (viii) crisis management and reward expenses, including the cost of public relations consultants.
- (ix) You will be provided additional insured status.

13. NOTICES. Parties may give notice under this Agreement in writing by personal delivery, by hand delivery via courier, by overnight reputable national courier, by Email to the designated contact (subject to confirmation by the receiving party), or by United States Postal Service certified mail, return receipt requested. Parties should send notices to the addresses listed on the Order Form, with copies of the notice to Us to the Chairman and CEO, and the General Counsel via United States Post Office certified mail, return receipt requested, or to legal.notices@ryan.com.

14. GENERAL TERMS.

14.1. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties as to the subject matter hereof and supersedes all previous agreements with respect thereto. Each Party hereby acknowledges that it has not entered into this Agreement in reliance upon any representation made by the other Party that is not embodied herein.

14.2. Relationship of the Parties. The Parties are independent contractors, and nothing in this Agreement will be deemed to make this a joint venture or partnership.

14.3. Survival. All rights and obligations of the Parties under this Agreement that, by their nature, such as confidentiality of any retained Customer Data, should not end with the termination of this Agreement, will survive the expiration or termination of this Agreement.

14.4. Severability. If a court of competent jurisdiction holds any provision of the Agreement contrary to law, the court will modify the provision and interpret it so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

14.5. Waiver. If either Party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or



remedy.

14.6. Marketing Use. You hereby grant Us a non-exclusive, non-transferable, royalty-free license to use Your name and logo in Our marketing materials, including on Our website, solely for the purpose of identifying You as a customer. You may withdraw this grant at any time.

14.7. Artificial Intelligence (“AI”). AI means a system able to perform tasks that normally require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages. AI tools include machine learning, deep learning, artificial neural networks, optical character recognition, and large language models. We may use AI to enhance the efficiency, accuracy, and effectiveness of the Services. However, Our use of AI will comply with the DPA and We will not use Customer-specific or non-anonymized data for training AI models or allow third parties to do so.

14.8. Assignment. You may only assign this Agreement without Our advance written consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets not involving a direct competitor of Ours. We may assign or transfer rights, duties, or obligations under this Agreement to any person or entity upon notice to You. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

14.9. Modification of Terms. We reserve the right to modify the terms and conditions of this Agreement. You may subscribe to receive Email notifications of such changes, which will be posted on Our website with the effective date. However, any such modifications will not affect the Subscription or Annual Fees agreed upon in the current Order Form during the applicable Subscription.

14.10. Prevailing Party and Equitable Relief. The prevailing party in an action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder will be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorneys’ fees. You agree that any breach of this Agreement may cause irreparable harm to Us in protecting its intellectual property rights in and to the Online Services, and agree that equitable relief, including a preliminary injunction, may be an appropriate remedy along with damages to redress such harm.

14.11. Force Majeure. Neither Party will be liable for any damages or injury caused by any delay in or failure or defect of performance under this Agreement, or be liable for any other consequences, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond its reasonable control, including without limitation, war, vandalism, digital or physical criminal enterprise, sabotage, terrorism, epidemics, pandemics, quarantines, fires, explosions, earthquakes, floods, strike or other labor problem (other than one involving Ryan employees), shortages or delays in obtaining suitable material, labor or transportation, identity access management, third party cloud infrastructure or internet service provider failure or delay, denial of service attack, acts of any government unit or agency thereof, or acts of the other Party, or any similar cause.

14.12. Governing Law and Venue. Texas law, excluding its conflict of laws rules, governs this Agreement. All disputes will be resolved in Dallas County, Texas courts. Parties waive their right to a jury trial in any related action, proceeding, or counterclaim.