WSO2 CHOREO TERMS & CONDITIONS

These Terms of Use (“Terms”) are entered into between You and WSO2 LLC/ and or its affiliates (“WSO2”) and contain the terms and conditions that govern Your use of the Choreo services (the “Service”). The terms of Choreo Privacy Policy (https://wso2.com/choreo/privacy-policy/) will be incorporated and a part of these Terms.

You represent to us that You are lawfully able to enter into contracts (e.g., you are not a minor).

If You are an individual accepting these Terms on behalf of a company or other legal entity, You represent that You are authorized to bind the entity to these Terms and in that case “You” or “Your” will refer to the entity bound to this Agreement.

“Your Users” means individuals (including non-human devices, such as applications or services) who are authorized by You to use the Service, according to Your subscription.

Your “Data” means all electronic data (in any format including code, visuals, text) submitted by or on behalf of You or Your Users to the Service.

By using or accessing the Service, by clicking “I agree to the Terms” (or similar button or checkbox), upon registering for the Service as evidenced by the purchase summary sent to You by email for online purchases or by any document that references these Terms (“order”), You indicate Your assent to be bound by these Terms. If You do not agree to these Terms, do not use or access the Service.

1. Use of the Services

1.1 License.To use Choreo, You must register for the Service and have a valid account. You may access and use the Service only in accordance with these Terms, terms of any third party service providers of the Service, any applicable subscription limits and all applicable laws . Subject to the above, WSO2 grants You and Your Users a limited,

non-exclusive, royalty-free, non-transferable, and terminable license to access and use the Service solely for Your operations. No rights with respect to the Service are granted to You other than those specifically detailed in these Terms.

1.2 Updates and upgrades. WSO2 provides the Service to You and may upgrade the functionality and user interface of the Service from time to time in its sole discretion and in accordance with these Terms. These Terms shall also apply to any updates, upgrades, modules or features subsequently provided by WSO2 to You. You acknowledge that such upgrades may result in changes to the appearance and/or functionality of the Service.

1.3 Future functionality or features. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

1.4 Customer support.

(a) Free plan.WSO2 provides free of charge support for subscriptions under a free plan through the community support channel. You can access the community support channel via the Get Help / Get community help menu in the Choreo console. You understand and accept that WSO2 provides support and services on a commercial best efforts basis for any free plan users. Subscribers of commercial plans will be prioritized over users of free plans.

(b) Commercial plan. In order for WSO2 to process Your support request, You need to: (a) identify Yourself (b) describe the nature of the support request; and (c) provide contact information in the form of email for follow up communications. WSO2 will provide You with support during Your subscription period, according to the Support Plan indicated in the applicable order, and subject to the Support Policy set forth at https://wso2.com/choreo/support-policy/.

(c) Exclusions. WSO2 has no obligation to provide support services for problems in the operation or performance of the Service caused by non-WSO2 software or code changes, or any hardware product. For free, trial, preview or beta versions, support is provided on a best efforts basis by WSO2, and no response or resolution times are guaranteed.

2. Customer Responsibilities



(a) Users. You are responsible for all activities conducted under Your Users' logins to the Service.

(b) Registration. When You register for the Service, You must provide WSO2 with true, accurate, current and complete information. You are solely responsible for maintaining the confidentiality of Your account(s) and password(s). You will promptly update Your registration to keep it accurate, current and complete. You shall use commercially reasonable efforts to prevent unauthorized access to or use of Service and You agree to immediately notify WSO2 promptly of any unauthorized access or use.

(c) Data. You are responsible for the accuracy, quality, and legality of Your Data and all Data uploaded by Your Users. As between WSO2 and You, You are the Controller of Your Users' Data and must ensure compliance with all applicable data protection regulations, including intellectual property and data protection laws. WSO2 acts as a processor or service provider, following Your instructions.

(d) Customer applications.You are solely responsible for any applications deployed or developed on top of the Service. You shall, upon request, grant access to and provide WSO2 with information about such applications to the extent relevant and required to set up, maintain and perform the Service.

(e) Restrictions.You shall not:

(i) modify, disassemble, decompile or reverse engineer the Service, or any part thereof;

(ii) copy, rent, sell, distribute, pledge, assign, or otherwise transfer, any rights to the Service, or any part thereof, or sub-license or make it available to anyone other than its authorized Users, nor create derivative works based on the Service, or any portion thereof. This prohibition does not apply to Your User Data;

(iii) send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards;

(iv) send or store infringing or unlawful material in connection with the Service, upload or post to the Service any copyrighted materials, trademarks or other proprietary information belonging to any third party without the prior written consent of the applicable third party.;

(v) engage in, promote or encourage illegal, defamatory or fraudulent activity or activities

(vi) send or store malicious code or any code designed or intended to interrupt, interfere, intercept, expropriate, destroy, alter or limit the operation or functionality of the Service or any software, data, system, personal data, hardware or telecommunications equipment using or connected to the Service;

(vii) attempt to gain unauthorized access to, or disrupt the integrity, disable, interfere with or circumvent performance or functionality of the Service, other users or the data contained therein;

(viii) take any action that imposes a load that exceeds indicated acceptable usage parameters on WSO2 infrastructure;

(ix) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or

(x) delete, alter, add to or fail to reproduce in and on the Service the name of WSO2 and any copyright or other notices appearing in or on the Service or which may be required by WSO2 at any time.

(xi) allow a third party to access the Service. This restriction does not include Users.

(xii) perform security tests on the Service without WSO2's approval.

(xiii) generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitations

(xiv) violate any of the terms, policies, security best practices and guidelines of infrastructure and cloud platform providers (including but not limited to https://www.microsoft.com/licensing/terms/product/ForOnlineServices/MCA,

https://aws.amazon.com/free/terms/#:~:text=You%20may%20not%20use%20AWS,all%20of%20the%20Service%20Offerings and https://cloud.google.com/terms

3. Fees and Payment

a. Free subscriptions. WSO2 may provide You with this tier free of charge. If you wish to use more features or higher capabilities, WSO2 also provides paid subscriptions for the Service. Pricing and payment plans for the Service are available at https://wso2.com/choreo/pricing.

b. Commercial subscriptions. When You sign up for a paid subscription, your order will specify the applicable usage tier, support level and the fees, which will be payable at the frequency set out in your order on the dates specified in the invoice. Your subscription period commences as soon as You subscribe for a paying tier.

c. Upgrade. Upgrade of a subscription plan will be made effective immediately but cancellations and downgrades will be made effective from the next billing cycle; accordingly no refunds will be offered.

d. Payment terms. If You have subscribed for a paid tier:
(i) Online payment. Fees shall be deducted immediately from the credit card registered for the payment on the due date. WSO2 does not store any credit card details. In the event the payment does not go through, You will be informed of this and if the issue is not resolved within fifteen (15) days from the initial failure of payment, the Services will be suspended.
(ii) Purchase through orders. You will pay the fees for the Services as specified in the applicable order or invoice. Unless specified otherwise in the Order, You will make all payments within thirty (30) days of receipt of an invoice, failure of which will result in suspension of the Services. You will be issued with receipts for payments made.Late payments. WSO2 may suspend or cancel performance of all or part of the subscription or Services and may change its payment terms (after notifying You) if actual payment is not received within 60 calendar days of Your receipt of WSO2's invoice. Payments past due 60 calendar days will incur interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less. You will also pay all costs incurred by WSO2 to collect undisputed amounts due, including legal fees, whether or not litigation is commenced.

e. Taxes. All fees are exclusive of any applicable Taxes. You will pay to WSO2 an amount equal to any Taxes arising from or relating to these Terms, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by WSO2. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty,

surcharge or interest), excluding, however, any taxes based solely on the net income of WSO2. If you are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to WSO2, then the sum payable to WSO2 will be increased by the amount necessary so that WSO2 receives an amount equal to the sum it would have received had you made no withholdings or deductions.

f. Price revisions. WSO2 reserves the right to change list prices and pricing plans in line with periodic scheduled price revisions. If WSO2 is of the view that such a change may adversely affect the plan you have subscribed to, you will receive thirty (30) days prior notice by e-mail of the proposed change.
g. Purchase Orders. Any pre-printed terms on any purchase order that is issued by You that are in addition to or in conflict with these terms are null and void.

4. Intellectual Property Rights

4.1 Compliance. As between WSO2 and You, You own Your Data and You agree to comply with all applicable intellectual property laws and regulations. We will respond to notices of alleged copyright infringement that comply with the law, and have been reported in accordance with our DMCA policy. We reserve the right to delete or disable content alleged to be infringing and to terminate accounts of repeat infringers.

4.2 License.Other than the rights You give us in this Section, we obtain no rights under these Terms from You (or your licensors) to Your Data, including the underlying code you write. You grant us a license to: (a) use, copy, distribute and prepare derivative work from Your Data solely to perform the Services and provide support, maintenance and carry out analytics and improvements to the Service; and (b) use, copy and disclose Your Data that is publicly accessible or externally facing the internet, excluding any personal data, to technologies and applications including but not limited to those utilizing artificial intelligent or other automated processes, for the purposes of maintaining and monitoring the security of the Services and the integrity of Your Data. However, where we have legal obligations or are subject to investigation, we may have to share Your Data with regulatory or investigatory authorities according to applicable laws. Wherever possible, we will attempt to notify You of such events. When You connect the Services with other WSO2 products, Your Data will be transferred to the Service and shall be subject to these Terms, and any other documentation, guidelines, or policies we may make available to you from time to time.

4.3 Feedback. WSO2 shall own all intellectual property rights in any feedback or suggestions provided by You (“Feedback”) WSO2 may use aggregate and analytics data

derived from Your use of the Service in order to improve our offering. Such usage data is anonymised and does not include any personally identifiable information.

5. Termination of Services

5.1 Auto Renew. If You are using a paid subscription, Your subscription shall be automatically renewed for another twelve month term unless You have notified WSO2 thirty (30) days prior to the end of the term of Your intention to terminate. Fees at the time of automatic renewal will be at the rates current at the time of such renewal. The Fee will be payable as per section 3.d. above.

5.2 Inactive accounts. If You are using the free version of our Service, we reserve the right to terminate Your account if You are inactive for a period of two (2) months or longer.

5.3 Termination for cause. WSO2 further reserves the right to terminate the Services and Your account in the event of a:

1. breach of, or non compliance with any one of these Terms and failure to remedy such breach within 30 days of notification of the breach;
2. failure to pay any applicable fees when due.

Upon termination of the Services due to a breach or default on Your part, WSO2 will have no obligation to refund to You any fees paid by You.

5.4 Immediate termination. WSO2 reserves the right to terminate the Service and Your Account immediately in the event Your use of the Service results in any security threat to the Service or to other users of the Service or violates any terms of this Agreement which by its nature is not curable or requires immediate action. WSO2 also reserves the right to terminate or suspend the Service and Your account if Your usage of Services is deemed to overload WSO2 infrastructure and/or interfere with consumption of Services by any other user.

5.5 Discontinuation by You. You may discontinue Your use of the Service at any time. Termination will not relieve You from the obligation to pay fees already owed to WSO2.

5.6 Availability of Data after termination. Notwithstanding the above, in the event Your access is terminated for whatever reason, WSO2 will make available a file with Your Data within 30 days of termination if You so request at the time of termination.

5.7 Modification of Services by WSO2. WSO2 reserves the right to modify and temporarily or permanently discontinue the Service (or any part thereof) at any time. You agree that WSO2 shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service, except as provided in Section 5.7.

5.8 Cease to operate the Service. In the event WSO2 ceases to operate the Services completely, pre-paid subscription fees, if any, for the remaining months where You no longer have access to the Service will be refunded to You.

5.9 Survival. Those provisions intended by their nature to survive termination of this Agreement survive termination. Section 14 will survive termination of this Agreement for 3 years.

6. Indemnification

You agree to defend, indemnify and hold harmless WSO2, its subsidiaries, affiliates, partners, officers, agents, suppliers and employees from and against any third party claim arising from or in connection with Your (including Your Users') use of the Service from all claims, liabilities, costs and expenses including litigation costs and attorneys fees.

7. Disclaimer of Warranties

You expressly acknowledge and agree that

7.1 Your use of the Service is at Your sole risk and the Services are provided on an AS IS and AS AVAILABLE basis, to the maximum extent permissible by law, WSO2 expressly disclaim all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement with respect to the Services, products, software or other material available through the WSO2 sites;

7.2 that WSO2 does not warrant that the Services will meet Your requirements, will be uninterrupted, timely, secure or error free or reliable;

7.3 any advice or information You have obtained from WSO2, whether written or oral, shall not create any warranty unless expressly stated in the Terms.

8. Limitation of Liability

To the maximum extent permitted by applicable law, neither WSO2 nor its subsidiaries, affiliates, partners and agents will be liable for any indirect, incidental, special, exemplary, punitive or consequential damages in connection with or arising out of the use of (or inability to use) the Service in whole or part, even if advised of the possibility of such damages, including but not limited to, damages for loss of profits, goodwill, use or loss of data or other intangible losses.WSO2's liability to You for the free tier is limited to $10 and WSO2's liability under the paid tiers shall be limited to the amount of fees paid by You during the period of a material breach up to a maximum of one year. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to You. In such jurisdictions, WSO2's liability and that of its subsidiaries, affiliates, partners, and agents will be limited to the greatest extent permitted by law.

9. Third party Services

The Service may allow you to integrate with third party software, which You should undertake at Your own risk. WSO2 does not control or endorse any such third party software or services and is not liable for your usage of, or integration to such third party offerings. All such third party software or services are separately governed by the terms of those respective sites. You are solely responsible for ensuring that You comply with any terms of service or other agreements applicable to the third party offering and that it is fit for your purpose. WSO2 makes no warranties or representations, express or implied, with respect to such third party software or services.

10. Use of artificial intelligence.

If You leverage an AI powered feature in the Service, Your use of the Service shall be governed by https://wso2.com/licenses/wso2-ai-services-terms-of-use/.

11. Release

If You have a dispute with one or more Users, You hereby release WSO2, its subsidiaries, affiliates, partners, agents, officers and employees from claims, demands and damages (direct and consequential) of every kind and nature, known and unknown arising out of or in any way connected with such disputes. If You are a California resident or an entity incorporated in California, You waive the applicability of California Civil Code Section 1542

which says a general release does not extend to claims which the creditor does not know or suspect to exist in such creditor's favour at the time of executing the release, which if known by the creditor must have materially affected such creditor's settlement with the debtor.

12. Arbitration

Any dispute arising out of or relating to these Terms will be finally settled by arbitration, except that WSO2 may bring an action in a court of competent jurisdiction with respect to any dispute affecting WSO2's intellectual property rights whether statutory or contractual. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (Rules). Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Santa Clara, California, United States, and the judgment on the arbitration award may be entered in any court having jurisdiction thereof. All arbitration proceedings will be conducted in English by a single arbitrator selected under the Rules. The arbitrator has no authority to award damages in excess of those permitted in these Terms for any reason. Any award in excess of such limitation will be deemed void as between the parties. Either You or WSO2 may seek any interim or preliminary relief from a court of competent jurisdiction in Santa Clara, California, necessary to protect the rights or the property of You or WSO2, its subsidiaries, affiliates, partners, officers, and agents, pending the completion of arbitration.

13. Publicity

In the event You are using the Services as part of the WSO2 for Startups program or any other program where WSO2 provides credits to You, WSO2 may reference You as a user of the Service and display Your logo for marketing purposes subject to Your logo usage guidelines. You will participate in a success story/case study related to WSO2. We may in consultation with You, issue a media release concerning Your engagement as a customer of WSO2.

14. Confidentiality.

14.1 " Confidential Information" means any information, Data, artifacts, system, or process disclosed by a party or a party's Affiliate that is:

a. designated as confidential (or a similar designation) at the time of disclosure; or

b. disclosed in circumstances of confidence; or

c. understood by the parties, exercising reasonable business judgment, to be confiden

14.2 Exclusions. Confidential Information does not include information that:

a. was lawfully known or received by the receiving party prior to disclosure; or

b. is or becomes part of the public domain other than as a result of a breach of this Terms; or

c. was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect to such information; or

d. is independently developed by the receiving party, as evidenced by independent written materials.

14.3 Nondisclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use Confidential Information except as set forth in these Terms, and shall use best efforts not to disclose Confidential Information to any third party except service providers of the receiving party for the purposes of provision of the Services or such other purposes as specified in these Terms. A party may disclose such information to its directors, officers, and employees, provided they are made aware of the party's obligation under these Terms and are bound by the same degree of confidentiality. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under these Terms. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Notwithstanding the foregoing, either Party may disclose these Terms pursuant to the due diligence requests of a proposed merger, acquisition, financing, or securities transaction so long as such parties receiving such Confidential Information are subject to confidentiality obligations no less stringent than the Terms.

14.4 Return of Confidential Information. Upon expiration or termination of these Terms, upon written request, each party shall return or destroy all Confidential Information

received from the other party excluding information that is required to be kept by either party to satisfy other legal obligations or reporting requirements. Either party may retain Confidential Information or a copy to comply with other legal and reporting obligations and such retained information will be subject to above obligations.

14.5 Remedies. Any breach of the restrictions contained in this section is a breach of these Terms that may cause irreparable harm to the non-breaching party. Any such breach shall entitle the non-breaching party to injunctive relief in addition to all other legal remedies.

15. Miscellaneous

13.1 Revision of Terms. WSO2 may modify these terms from time to time in its sole discretion.By continuing to use the Services after these Terms have been modified, You indicate Your agreement to the revised Terms. If You do not agree to the modifications, You should stop using the Services.

13.2 Governing law, WSO2 Contracting Entity, and Venue. The WSO2 entity entering into this Agreement, the law that will apply in any dispute arising out of this Agreement, and the venue for any dispute depends on where You are domiciled.

If You are domiciled in:	The WSO2 entity entering into this Agreement is:	Governing law is:	Method of dispute resolution is:
USA, Canada, any country not listed below	WSO2 LLC, a Limited Liability Company in Delaware	California, without giving effect to the principles of conflict of laws	Arbitration in Santa Clara, California in accordance with the rules of the American Arbitration Association ("AAA").

United Kingdom, Europe (except for Germany), Mongolia, Azerbaijan	WSO2 UK Limited, a company incorporated under the laws of England	English	Arbitration in London, United Kingdom, in accordance with the rules of the International Chamber of Commerce ("ICC").
Sri Lanka, Malaysia, Mauritius, Macau	WSO2 LANKA (PRIVATE) LIMITED, a company incorporated under the laws of Sri Lanka	Sri Lanka	Arbitration in Colombo, Sri Lanka in accordance with the rules of the Arbitration Act No. 11 of 1995
South America, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama.	WSO2 BRASIL TECNOLOGIA E SOFTWARE EIRELI, a company incorporated in Brazil	Brazil	Arbitration in Sao Paulo, Brazil in accordance with the rules of the International Chamber of Commerce ("ICC").

Australia or New Zealand	WSO2 Australia Pty Limited, ABN 90 623 311 348	New South Wales, Australia without giving effect to the principles of conflict of laws.	Each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and any relevant appellate courts). Each party's designated representatives will meet within ten (10) days following receipt of notice of the dispute and will attempt to resolve the dispute within 15 days. If the parties agree in writing, a dispute may be mediated or arbitrated. If any dispute is not resolved informally or referred to mediation or arbitration, either party may commence legal proceedings in respect of the dispute in a court of competent jurisdiction. If the parties agree in writing to arbitrate a dispute, such dispute shall be referred to the Australian Disputes Centre ("ADC") for resolution by binding arbitration in Sydney, New South Wales in accordance with the ADC's Conciliation Rules.
Germany	WSO2 Germany GmbH	The laws of Germany with the exception of United Nations Convention on the International Sale of Goods (CISG)	Arbitration in Germany in accordance with the rules of the International Chamber of Commerce ("ICC").

United Arab Emirates (including but not limited to any of its free zones)	WSO2 Middle East FZ-LLC	The governing law of the Agreement shall be the substantive law of Dubai International Financial Centre.	Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (DIAC), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be DIAC. The language to be used in the arbitration shall be English.

India	WSO2 India Private Limited, a company incorporated under the laws of India	India	By arbitration administered by the Singapore International Arbitration Centre (SIAC), India Office in Mumbai in accordance with the Arbitration Rules of the Singapore International Arbitration Centre Rules ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Mumbai. The arbitral tribunal shall consist of one arbitrator jointly appointed by the Parties. The substantive law governing the arbitration shall be the Indian Arbitration and Conciliation Act, 1996.

13.3 Notices. WSO2 may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon WSO2's posting them on the Service or delivering them to You through email. You may update Your email address by visiting the Account page where You have provided contact information. If You do not provide WSO2 with accurate information, WSO2 cannot be held liable if WSO2 fails to notify You.

13.4 Entire agreement. These Terms and all terms, conditions and policies that are incorporated into these Terms by reference constitute the entire agreement between You and WSO2 and govern Your use of the Service, superseding any prior agreements that You may have had with WSO2.

13.5 Compliance. Both parties agree to comply with all applicable laws and regulations including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. Travel Act, the U.S. Domestic Bribery Statute (18 U.S.C. § 201), the Export

Administration Regulations, regulations governing U.S. economic sanctions programs, and all other applicable laws and regulations that govern corruption, bribery, export control, and economic sanctions. You shall not, directly or indirectly through third parties, offer, promise, authorize, pay, provide, accept, or solicit any bribe, kickback or improper payment, gratuity, favor, or benefit to or from any person to obtain, retain, or direct any business or for any other improper purpose. You also agree that You shall not export, reexport, or transfer any WSO2 products and services in violation of applicable export control and economic sanctions laws, including to countries or territories subject to a U.S. Government embargo or to persons designated on a U.S. government prohibited party list.You may not use, import or export materials on the Site in violation of United States or any other applicable country's import and export laws and regulations. WSO2 assumes no liability or responsibility for Your failure to comply with this section.

13.6 Waiver. WSO2's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. These Terms and Your right to use the Services may not be assigned by You without the prior written approval of WSO2. Any attempted assignment in violation of the foregoing will be void. WSO2 may assign its rights and delegate its duties under this Agreement without Your written consent in connection with a reorganization, reincorporation, merger, or sale of all, or substantially all of the shares or assets of WSO2 or the business of WSO2 to which this Agreement relates.

13.7 Relationship. These Terms do not create any joint venture, partnership, agency, or employment relationship between the parties.

13.8 Invalid Terms. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the intent of the original provision. Where a court is unable to construe any unenforceable or invalid provision to make it binding, such provision will be deleted and all other terms which remain valid and enforceable will survive and remain in full force and effect.