



Connected Worker® Platform Fast Start Subscription Agreement

Last Updated May 11, 2021

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM “CUSTOMER” REFERS TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT.

This Agreement became effective on March 11, 2021. It is effective between Customer and PARSABLE as of the date of Customer’s accepting this Agreement following such date (the “Effective Date”).

- 1. Service.** Parsable’s cloud-based Connected Worker® Platform (the “Service”) is a service offering of Parsable available initially on a short-term basis, usually up to 12 months, as set forth on an Order Form. Parsable will provide Customer with a subscription to use the Service, on the following terms:

Fast Start Subscription Term: The term and scope of the subscription subject to this Agreement will be the period between the Subscription Start Date and the Subscription End Date as set forth in the Order Form, which is part of the Agreement. The Service may be suspended or terminated for non-payment or breach. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one-year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least sixty (60) days before the end of the relevant subscription term.

Fees: Customer will pay Parsable the Fees specified in the Order Form for the Subscription Term, which Fees include initial user training and Help Desk Support. All fees are non-refundable and non-cancellable.

Customer Data: Customer data input by Customer to the Service shall remain the property of Customer. Parsable may use anonymized and aggregated data to manage and improve the Service.

Feedback & Marketing: Customer shall provide feedback to Parsable regarding the Service various forms to elicit comments and suggestions regarding the Service (collectively, “Feedback”). Customer also agrees to allow Parsable to list Customer’s name and logo within its customer listing on the Parsable website and other public marketing materials and agree for Parsable to publish a quote with regards to Customer’s use of the Service.

- 2. Restrictions on Use; Proprietary Rights.** Customer will use the Service, and any output generated by the Service, for Customer’s internal business purposes only within the Order Form scope. Customer will maintain strict confidentiality over all non-public information that Customer learns about the Service and/or the operation thereof and will not use any such information other than as necessary for Customer’s permitted use of the Service or disclose any such information to any third party. Parsable and its third-party licensors shall own all right, title and interest (including, but not limited to, intellectual property rights) in and to the Service and all related content and technology, including Feedback and customizations, enhancements, and/or modifications arising from any Feedback.
- 3. Disclaimer of Warranties.** THE SERVICE IS PROVIDED AS-IS.” PARSABLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICE, AND PARSABLE DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INFORMATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT PARSABLE KNOWS OR HAS REASON TO KNOW OF SUCH PURPOSE), WHETHER ARISING BY LAW, CUSTOM, USAGE IN THE TRADE OR BY COURSE OF DEALING. PARSABLE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. PARSABLE EXPRESSLY DISCLAIMS ANY WARRANTIES TO ANY PERSON OTHER THAN CUSTOMER.
- 4. Limitation of Liability.** IN NO EVENT WILL A PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS (COLLECTIVELY, “RELATED PARTIES”) BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE, LOST DATA, LOST PROFITS OR LOST BUSINESS), ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The total/cumulative liability of each party and its Related Parties for direct damages arising out of or relating to this Agreement and/or the Service, whether in contract, tort, or otherwise, will not exceed \$10,000 or total fees paid, whichever is greater. The limits on liability set forth in this Section shall not apply to (i) any damages arising from

a party's fraud or willful misconduct or (ii) Customer's breach of Section 2.

5. Indemnification

5.1 Indemnification by PARSABLE. PARSABLE will defend Customer and its Affiliates against any claim, demand, suit or proceeding made or brought against Customer and/or its Affiliates by a third party alleging that the Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer or its Affiliates from any damages, attorney fees and costs finally awarded against Customer or its Affiliates as a result of, or for amounts paid by Customer under a settlement approved by PARSABLE in writing of, a Claim Against Customer, provided Customer (a) promptly gives PARSABLE written notice of the Claim Against Customer, (b) gives PARSABLE sole control of the defense and settlement of the Claim Against Customer (provided that Customer shall have the right to approve any settlement of any Claim Against Customer to the extent such settlement admits or imposes any liability or obligation on Customer which such approval shall not be unreasonably delayed or withheld), and (c) gives PARSABLE all reasonable assistance, at PARSABLE's expense. If PARSABLE receives information about an infringement or misappropriation claim related to the Service, PARSABLE may in its discretion and at no cost to Customer (i) modify the Service so that it is no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's and its Affiliates' continued use of the Service in accordance with this Agreement, or, only if (i) and (ii) are not commercially reasonable options, then (iii) terminate Customer's subscription to the Service and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent that (1) a Claim Against Customer arises from the use or combination of the Service or any part thereof with software, hardware, data, or processes not provided by PARSABLE, if the Service or use thereof would not infringe without such combination; or (2) a Claim Against Customer arises from a third party's products or services or Customer's breach of this Agreement, the Documentation or applicable Order Form(s).

5.2 Indemnification by Customer. Customer will defend PARSABLE and its Affiliates against any claim, demand, suit or proceeding made or brought against PARSABLE by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Service, (b) a third party product or service provided by Customer, or (c) the combination of non-PARSABLE data/technology provided by Customer and used with the Service, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Service in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against PARSABLE"), and will indemnify PARSABLE from any damages, attorney fees and costs finally awarded against PARSABLE as a result of, or for any amounts paid by PARSABLE under a settlement approved by Customer in writing of, a Claim Against PARSABLE, provided PARSABLE (a) promptly gives Customer written notice of the Claim Against PARSABLE, (b) gives Customer sole control of the defense and settlement of the Claim Against PARSABLE (provided that PARSABLE shall have the right to approve the settlement of any Claim Against PARSABLE that imposes any liability or obligation), and (c) gives Customer all reasonable assistance, at Customer's expense.

6. Miscellaneous. Payment obligations, and Sections 2 through 5 of this Agreement will survive any expiration or termination of this Agreement. The relationship of the parties under this Agreement is one of independent contractors. This Agreement sets forth the entire agreement of the parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. This Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and assigns. This Agreement may not be amended, or a waiver of rights given, except in writing signed by authorized representatives of both parties, and no terms included in a PO or similar document shall be given effect. This Agreement, and any and all disputes arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law rules. Each of the parties irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in California for any such disputes, and irrevocably waives any objections to the laying of venue in such courts.