PARSABLE CONNECTED WORKER®
MASTER SUBSCRIPTION AGREEMENT

THIS PARSABLE MASTER SOFTWARE SUBSCRIPTION AGREEMENT (hereinafter this "Agreement"), effective this ___ day of _____, 2021 (the "Effective Date"), is made and entered into by and between Parsable, Inc. a Delaware corporation, ("Parsable") with its principal offices located at 115 Sansome Street, 5th Floor, San Francisco, CA 94104, and _____a_____ ("Customer") with its principal office located at_____

       WHEREAS, Parsable has developed a Service (as hereinafter defined) for, among other things, automating standard operating procedures for global enterprises;

       WHEREAS, Customer desires to obtain access to the Service, for its own internal business purposes;

       WHEREAS, Customer may also desire to purchase Professional Services;

       NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parsable RESPONSIBILITIES

1.1. <u>Provision of Service</u>. Subject to Customer's use of the Service in accordance with this Agreement, the Documentation and the applicable Order Form, Parsable will (a) make the Service available to Customer and its Affiliates pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide Parsable Service support according to its published Support Program(s) located at: https://parsable.com/legal-docs/, (c) use commercially reasonable efforts to make the Service available except for: (i) planned downtime (of which Parsable shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Parsable's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Parsable employees), Internet service provider failure or delay, or denial of service attack ("Force Majeure Event"), and (d) provide the Service in accordance with laws and government regulations applicable to Parsable's provision of the Service to its customers generally (i.e., without regard for Customer's particular use of the Service).

1.2. Protection of Customer Data. Parsable will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Parsable Data Processing Addendum located at: https://parsable.com/legal-docs/ and make available to data subjects the rights and legal remedies with respect to the Personal Data as required under Article 46(1) of the GDPR.

1.3. Professional Services.

    1.3.1. Professional Services. Parsable may provide standard implementations of the Connected Worker® Platform for use by User through Parsable's Professional Services for the fee(s) (if any) listed on the Order Form.

    1.3.2. Use of Subcontractors The parties may agree that the Connected Worker® Platform along with any additional Parsable services will be implemented by Parsable. Parsable may use Subcontractors and to fulfill its Professional Services obligation. Subcontractors shall be subject to the same obligations as Parsable. Parsable will remain as the responsible entity for Subcontractor work.

2. USE OF THE SERVICE

2.1. Subscriptions. Unless otherwise provided in the applicable Order Form (a) the Service is purchased as a subscription for the term stated in the applicable Order Form, (b) subscriptions for the Service may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Parsable regarding future functionality or features.

2.2. Usage Limits. The Service is subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Parsable's request, and/or pay any invoice for excess usage in accordance with Section 4.2 ("Invoicing and Payment") below.

2.3. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Service, and the interoperation of any third party products/services with which Customer uses the Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Service, and notify Parsable promptly of any such unauthorized access or use, (d) use the Service only in accordance with this Agreement, Documentation, Order Forms and applicable

laws and government regulations. Customer shall comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority in connection with this Agreement. Customer shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of its business activities. Any use of the Service in breach of the foregoing by Customer or Users that in Parsable's judgment threatens the security, integrity or availability of the Service, may result in Parsable's temporary suspension of the Service, however Parsable will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Customer specifically agrees not to use the Service to collect, store, process or transmit any Sensitive Personal Information. Customer acknowledges that Parsable is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. Parsable will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

2.4. <u>Use Restrictions</u>. Customer will not (a) make the Service available to anyone other than Customer, its Affiliates or its or their Users, or use the Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Service, or include (any portion of) the Service in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Service, (f) attempt to gain unauthorized access to the Service or its related systems or networks, (g) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or use the Services to access or use any of Parsable intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on the Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Service.

2.5. <u>Trial License</u>. Parsable may make the Service or future products and/or services available for Customer and its Affiliates to conduct an internal trial and evaluation of the Service or beta features and components thereof ("Trial License") in accordance with the terms of this Agreement, except that (i) the Trial License is provided solely for Customer to acquire a paid subscription to the Service and not for any other commercial or competitive purpose, (ii) the license terms shall be set forth in an Order Form, (iii) the Trial License is provided "AS IS" and without any warranty or support, provided that

Parsable may provide support in its sole discretion, and (iv) the Trial License cannot be used in production or utilized as part of Customer's business process in any manner, unless or until Customer has expressly licensed and paid for an active subscription pursuant to an Order Form. Customer may not release to any third party the results of the Trial License for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose without prior written approval of Parsable. For the avoidance of doubt, Customer as used in this Section 2.5 shall also apply to Reseller.

3. THIRD PARTY PRODUCTS AND SERVICES

3.1. <u>Third Party Products and Services</u>. Third parties may make available third-party products or services, and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any such third-party provider, product or service is solely between Customer and such provider. Parsable does not warrant or support third party products or services, unless expressly provided in an Order Form. Parsable is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by third party products or services. The Service may contain features designed to interoperate with third party products or services. Parsable cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party product or service ceases to make it available for interoperation with the corresponding Service features in a manner acceptable to Parsable.

4. FEES AND PAYMENT

4.1. <u>Fees</u>. Except as otherwise agreed between Customer and a Reseller (if a Reseller is involved), Customer will pay all fees specified in Order Forms directly to Parsable. Except as otherwise specified in this Agreement or an Order Form, (i) fees are based on Service subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2. <u>Invoicing and Payment</u>. Unless stated otherwise in an Order Form or except as otherwise agreed between Customer and a Reseller (if a Reseller is involved), all payments to Parsable hereunder shall be paid in U.S. dollars transmitted by wire transfer to Parsable's designated bank account. If no due date is specified for a payment, then that payment shall be due and payable net thirty (30) days after the date of Parsable's

receipt of invoice. If Customer fails to make any payment when due, Parsable may suspend the provision of the Service until payment has been made in full. If Customer is paying by credit card, Customer shall (i) provide P Parsable all accurate and relevant information regarding Customer's credit card prior to the provision of the Service; (ii) authorize Parsable to charge such credit card or similar payment instrument, and (iii) promptly update its account information (e.g. changes to billing address or credit card expiration date) that may occur. Customer shall pay to Parsable interest on any amount payable to Parsable which is not paid promptly and when due at a rate equal to the lower of (i) 12% per annum or (ii) the maximum rate of interest allowable under applicable law. All costs of collection (including reasonable attorney fees) shall be paid by Customer. Parsable reserves the right to suspend access to the Service to any delinquent account without notice. Parsable reserves the right to modify the Fees from time to time.

4.3. <u>Taxes</u>. Parsable's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Parsable has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Parsable will invoice Customer and Customer will pay that amount unless Customer provides Parsable with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Parsable is solely responsible for taxes assessable against it based on its income, property and employees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. <u>Reservation of Rights</u>. Subject to the limited rights expressly granted hereunder, Parsable, its Affiliates, and its licensors reserve all their right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2. <u>License by Parsable to Customer</u>. Subject to the terms and conditions of this Agreement, Parsable grants to Customer a limited, non-exclusive, non-transferable (except to a successor-in-interest as set forth herein), non-sublicensable right during the term of an active subscription term to: (a) access the user interface of the Service and to use the Service during the active subscription, solely for Customer's and its Affiliates' own internal business purposes; and (b) access, use, and internally distribute Documentation.

5.3. <u>License by Customer to Parsable</u>. Customer grants Parsable, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit any program code created by or for Customer using the Service or for use by Customer with the Services, and Customer Data, each as appropriate for Parsable to provide and ensure

proper operation of the Service and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, Parsable acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, or such program code, provided, however that Parsable may prepare and retain an anonymized dataset that may be partially derived from Customer Data, and may use the anonymized dataset for research, performance tuning, product development, predictive analytics, or other improvements related to the Services. In order to qualify as an anonymized dataset under this Section 5.3, the dataset must exclude all personally identifiable information; and be aggregated with data from other customers of Parsable, or otherwise not contain any information that would allow a third party to identify Customer or any Confidential Information of Customer. Parsable shall be liable for the acts or omissions of its subcontractors under this Agreement including this Section 5.3.

5.4. <u>License by Customer to Use Feedback</u>. Customer grants to Parsable and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Parsable's Service including under a Trial License.

5.5. <u>Federal Government End Use Provisions</u>. Parsable provides the Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Service consists of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Service shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

6. **CONFIDENTIALITY**

6.1. <u>Definition of Confidential Information</u>. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Parsable includes the Service, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by

such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) can be proven by the Receiving Party to have been independently developed by it.

6.2. <u>Protection of Confidential Information</u>. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6.2. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6.3. <u>Compelled Disclosure</u>. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4. <u>Return of Confidential Information</u>. Upon termination or expiration of the Agreement, or at any time upon the written request of the Disclosing Party, the Receiving Party shall promptly (a) cease using the Confidential Information; (b) return or destroy (if specified

by the Disclosing Party) the Confidential Information; and (c) upon the request of the Disclosing Party, confirm in writing that the Receiving Party has complied with these obligations. Notwithstanding the foregoing, the Receiving Party may one (1) copy of such Confidential Information to the extent such copy is electronically stored pursuant to the Receiving Party's ordinary course back-up procedures (including, without limitation, those regarding electronic communication), and otherwise as may be required by applicable law, so long as such Confidential Information is kept confidential as required under this Agreement and is used for no other purpose.

6.5. Data Privacy and Security Without limiting Parsable's obligation of confidentiality as further described herein, Parsable will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Parsable, if any, comply with all of the foregoing. Service Provider will use commercially reasonable efforts to prohibit access to Customer network, in whole or in part, whether through Parsable's network or otherwise. Parsable will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Parsable to access Customer network.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the full authority and legal power to do so. Each party represents that the individual set forth on the signature page is a duly authorized signatory.

7.2. Parsable Warranties. Parsable warrants to Customer that (a) for thirty (30) days of the Effective Date will perform substantially in accordance with the applicable Documentation. Parsable's sole responsibility, and Customer's exclusive remedy, under the warranty set forth in this Section 7.2 shall be, at Parsable's option in each case, to (i) use of commercially reasonable efforts to correct any substantial non-conformity to such Documentation by the Service, If Parsable is unable to correct the non-conformity to Customer's satisfaction or if Parsable does not choose to correct the non-conformity, Customer may, at its sole option, choose to (i) continue the use of the Service or (ii) have Parsable return the subscription fee paid by Customer for the Service and terminate Customer's right to use the Service.   Parsable will use all commercially reasonable efforts to ensure that no Disabling Code is introduced into Customer's computing and network environment by the SaaS Services. For any Parsable Ancillary Services, Parsable warrants to Customer that the Ancillary Services will be performed in a

workmanlike manner consistent with generally accepted industry standards and practices. This warranty shall be valid for thirty (30) days from completion of the applicable Ancillary Services. The re-performance of Ancillary Services shall be Parsable's sole obligation in the event of a defect. If, after re-performance of the Ancillary Services by Parsable, such Ancillary Services still does not satisfy the foregoing warranty, then Customer shall, as its sole remedy and Parsable's sole liability, be entitled to recover the fees paid to Parsable for the deficient Ancillary Services. Parsable's warranties in this Section 7.2 shall not apply to any claim that is not reported to Parsable in writing within the warranty period, or which results from (i) use of the Service other than in accordance with the Documentation and the terms of this Agreement, (ii) acts or omissions of persons other than Parsable, (iii) hardware, software, firmware or other products not provided by Parsable, or (iv) any other cause beyond Parsable's reasonable control.

7.3. <u>Disclaimers</u>. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES MADE BY Parsable WITH RESPECT TO THE SERVICE OR THE ANCILLARY SERVICES, AND ARE IN LIEU OF, AND Parsable HEREBY DISCLAIMS, ANY AND ALL OTHER 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. WITHOUT LIMITATION Parsable SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SERVICE/ANCILLARY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, Parsable EXPRESSLY DISCLAIMS ANY WARRANTIES TO ANY PERSON OTHER THAN CUSTOMER.

8. INDEMNIFICATION

8.1. <u>Indemnification by Parsable</u>. Parsable will defend Customer against any claim, demand, suit or proceeding made or brought against Customer 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 from any damages, attorney fees and costs finally awarded against Customer 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 (except that Parsable may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), 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 continued use of the Service in accordance with this Agreement, or (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 if (1) the allegation does not state with specificity that the Service is the basis of the Claim Against Customer; (2) 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 (3) 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).

8.2. <u>Indemnification by Customer</u>. 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 (except that Customer may not settle any Claim Against Parsable unless it unconditionally releases Parsable of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Parsable arises from Parsable's breach of this Agreement, the Documentation or applicable Order Forms.

8.3. <u>Exclusive Remedy</u>. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

9. LIMITATION OF LIABILITY

9.1. <u>Limitation of Liability</u>. EXCEPT FOR EITHER PARTY'S LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE PRECEDING SENTENCE, IN THE EVENT OR ANY UNAUTHORIZED ACCESS TO OR ACQUISITION OF CUSTOMER DATA THAT IS CAUSED BY PARSABLE'S BREACH OF ITS SECURITY OBLIGATIONS UNDER SECTION 1.2, INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1, OR CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6 OF THIS AGREEMENT, PARSABLE'S AGGREGATE LIABILITY SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000.00). IF NO AMOUNTS HAVE BEEN PAID PURSUANT TO A TRIAL LICENSE ABOVE, ONE THOUSAND US DOLLARS ($1,000.00). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2. <u>Exclusion of Certain Damages</u>. EXEPCT FOR EITHER PARTY'S LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1. <u>Term of Agreement</u>. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated, unless earlier terminated in accordance with the terms herein.

10.2. <u>Term of Purchased Subscriptions and Other Services</u>. The term of each subscription and/or each additional purchased service (e.g., professional services) shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one (1) year subscription terms, unless either party gives the other written notice (email acceptable) at least sixty (60) days before the end of the relevant subscription term.

10.3. <u>Termination</u>. A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. <u>Payment upon Termination</u>. If this Agreement is terminated by Parsable in accordance with Section 10.3 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Parsable for the period prior to the effective date of termination.

10.5. <u>Surviving Provisions</u> The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Parsable retains possession of Customer Data.

11. GENERAL PROVISIONS
11.1. <u>Marketing.</u>

11.1.1. Customer authorizes Parsable to display Customer's trademark name and logo within Parsable's website and other Parsable public marketing materials, included but not limited to trade shows, customer events, and media publications.

11.1.2. Quote. Customer will work with Parsable to publish quote concerning the relationship with Parsable from a CxO-level, Vice President-level, or Executive Management-level of Partner.

11.1.3. Press Release. Customer agrees to allow Parsable to publish press releases announcing the official relationship with Parsable.

11.1.4. White Paper. Customer agrees to jointly create a White Paper and video testimonial after the Customer's successful implementation and production rollout

of any Parsable product or service. Customer approves use of White Paper and video testimonial consistent with 11.1.1

11.2. Export Compliance. The Service and any other Parsable technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Parsable and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

11.3. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.4. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Parsable and Customer regarding Customer's and its Affiliates' use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

11.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.6. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement

in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.10. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.

11.11. Governing Law and Jurisdiction. The laws of the State of California shall govern this Agreement, without giving effect to applicable conflict of law provisions or to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in the State of California, and each of the parties hereby agrees to submit itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

12. Definitions

12.1. Parsable's definitions contained in this MSA are available online at www.Parsable.com/definitions/

12.2. Professional Services packages descriptions are available online at https://parsable.com/implementation-services-program-guide/

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date set forth above.

Parsable, Inc.   **Customer:**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____