

Sybill Master Subscription Agreement

This Sybill Master Subscription Agreement (“MSA”) is effective as of the effective date of an applicable signed order form (such form an “Order Form” and such date the “Effective Date”) and is by and between Sybill Inc., a Delaware corporation with a place of business at 2483 Old Middlefield Way, Ste 206, California - 94043 (“Sybill”), and the customer set forth on the Order Form (“Customer”) (each a “Party” and together the “Parties”). In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form control.

- **Section 1. Services:** “Services” means the product(s) and service(s) that are ordered by Customer from Sybill online or through an Order Form referencing this MSA, whether on a trial or paid basis, and to which Sybill thereby provides access to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services. Subject to the terms and conditions of this MSA, Sybill will make the Services available during the Term as set forth in an Order Form.
- **Section 2. Fees and Payment :**
 - **2.1. Fees:** Customer will pay the fees specified in the Order Form (the “Fees”).
 - **2.2. Payment; Taxes:** Sybill will invoice Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date. Customer will pay all invoiced fees by the due date mentioned on the invoice or to a maximum of a net sixty (60) days from the date of the invoice. Any late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all claims relating to charges unless claimed within sixty (60) days after the charge and refunds (if any) are at the discretion of Sybill and may be provided in the form of credit for Sybill’s Services. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer, except for taxes on Sybill based on Sybill’s income or receipts.
- **Section 3. Term and Termination :**
 - **3.1. Term:** This MSA commences on the Effective Date and will remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Section (the Initial Term and all Renewal Terms collectively the “Term”).
 - **3.2. Termination for Cause:** A Party may terminate this MSA for cause (i) upon 30 days written notice to the other party of a material breach of the Agreement or ToS 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. Notwithstanding the foregoing, Sybill may terminate this Agreement for cause upon 15 days written notice to Customer in the event of Customer’s failure to pay any outstanding amounts due under the Agreement, if such breach remains uncured at the end of such period.
 - **3.4. Effect of Termination and Survival:** Upon termination or cancellation of an Order Form or this MSA all licenses or rights granted hereunder shall terminate and Sybill shall no longer provide any services to Customer, except as expressly provided under this agreement.
- **4. License and Use of the Services :**

- **4.1. License:** Sybill hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the platform subject to the terms of service.
- **4.2. Authorized Users:** Customer may designate and provide access to its (or its corporate affiliates') employees, independent contractors, or other agents to an account on the Services as authorized users (each an "Authorized User") up to the number of "seats" set forth in the Order Form (unlimited if not specified in the Order Form). Each account may be used only by a single, individual Authorized User, and Customer may be charged for additional seats (if applicable), or Sybill may terminate the MSA for cause, if this requirement is circumvented. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify Sybill of any unauthorized access or use of which Customer becomes aware.
- **4.3. Prohibited Uses:** Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than for its intended purposes; (b) use the Services other than in compliance with applicable federal, state, and local laws; (c) interfere with the Services or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Service, attempt to discover the underlying source code or structure of, or otherwise copy or attempt to copy the Services; (e) knowingly transfer to the Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (f) transfer to the Services or otherwise use on the Services any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services.
- **Section 5. Confidentiality :** As used herein, the "Confidential Information" of a Party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the "Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the terms and conditions of this MSA. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this MSA, such obligations including, in the case of Sybill, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.
- **Section 6 :**
- **Data Practices. 6.1: Definitions.** "Service Data" means a subset of Confidential Information comprised of electronic data, text, messages, communications, or other materials submitted to and stored within the Services by Customer in connection with use of the Services. Service Data may include, without limitation,

any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person (such information, "Personal Data"). Service Data does not include metrics and information regarding Customer's use of the Services, including information about how Authorized Users use the Services (such information, "Usage Data").

- **6.2. Ownership:** Customer will continue to retain its ownership rights to all Service Data processed under the terms of this MSA and Sybill will own all Usage Data.
- **6.3. Sybill's Use of Data:** Sybill will be using the customer's data in accordance with this MSA:
 - To facilitate, operate, and provide our Services;
 - To train our expression recognition engine, and speech-to-text engine and improve our machine learning and data analytics models;
 - To train our customer and user-facing staff;
 - To authenticate the identity of our users, and to allow them access to our Services;
 - To provide our customers and users with assistance and support;
 - To gain a better understanding on how individuals use and interact with our Sites and Services, and how we could improve their and others' user experience, and continue improving our products, offerings and the overall performance of our Services;
 - To facilitate and optimize our marketing campaigns, ad management and sales operations, and to manage and deliver advertisements for our products and services more effectively, including on other websites and applications. Such activities allow us to highlight the benefits of using our Services, and thereby increase your engagement and overall satisfaction with our Services. This includes contextual, behavioral and interests-based advertising based on your activity, preferences or other data available to us or to our business partners;
 - To contact our customers, users and prospects with general or personalized service-related messages, as well as promotional messages that may be of specific interest to them (as further described in Section 7 below);
 - To facilitate, sponsor and offer certain events, contests and promotions;
 - To support and enhance our data security measures, including for the purposes of preventing and mitigating the risks of fraud, error or any illegal or prohibited activity;
 - To create aggregated statistical data, inferred non-personal data, or anonymized or pseudonymized data (rendered non-personal and non-identifiable), which we or our business partners may use to provide and improve our respective services, or for any other purpose; and
 - To facilitate, operate, and provide oTo comply with applicable laws and regulations.ur Services;
- **6.3.1. Operating the Services:** Sybill may receive, collect, store and/or process Service Data based on Sybill's legitimate interest in operating the Services. For example, Sybill may collect Personal Data (such as name, phone number, or credit card information) through the account activation process. Sybill may also use Service Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models to support certain features and functionality within the Services.

- **6.3.2. Communications:** Sybill may communicate with Customer or Authorized Users (i) to send product information and promotional offers or (i) about the Services generally. If Customer or an Authorized User does not want to receive such communications, Customer may email info@sybill.ai. Customer and necessary Authorized Users will always receive transactional messages that are required for Sybill to provide the Services (such as billing notices and product usage notifications).
- **6.3.3. Improving the Services:** Sybill may collect, and may engage third-party analytics providers to collect Usage Data to develop new features, improve existing features, or inform sales and marketing strategies based on Sybill's legitimate interest in improving the Services. When Sybill uses Usage Data, any Personal Data that was included in Service Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Service Data or Personal Data under applicable data protection laws. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although Sybill may make Usage Data publicly available from time to time.
- **6.3.4. Connecting to Third-Party Services:** Customer may wish to connect third-party services to the Services (e.g., connecting Sybill to Customer's single-sign-on service to verify 2FA status of Customer's employees). When Customer uses a third-party service to connect with Sybill, logs into the Services through a third-party authentication service, or otherwise provides Sybill with access to information from a third-party service, Sybill may obtain other information, including Personal Data, from those third parties and combine that Service or Usage Data based on Sybill's legitimate interest in providing Customer with functionality that supports the Services. Any access that Sybill may receive to such information from a third-party service is always in accordance with the features and functionality, particularly as to authorization, of that service. By authorizing Sybill to connect with a third-party service, Customer authorizes Sybill to access and store any information provided to Sybill by that third-party service, and to use and disclose that information in accordance with this MSA.
- **6.3.5. Third-Party Service Providers:** Customer agrees that Sybill may provide Service Data and Personal Data to authorized third-party service providers, only to the extent necessary to provide, secure, or improve the Services. Any such third-party service providers will only be given access to Service Data and Personal Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this MSA; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth below. 6.4. Service Data Safeguards. (i) Sybill will not sell, rent, or lease Service Data to any third party, and will not share Service Data with third parties, except as permitted by this MSA and to provide, secure, and support the Services. (ii) Sybill will maintain commercially reasonable (particularly for a company of Sybill's size and revenue) appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Service Data.
- **Section 7. Privacy Practices :**
- **7.1. Privacy Policy:** Sybill operates the Services and, as applicable, handles Personal Data, pursuant to the privacy policy available at www.sybill.ai/privacy
- **7.1. Customer as Controller:** To the extent Service Data constitutes Personal Data, the Parties agree that Customer determines the purpose and means of processing such Personal Data, and Sybill processes such information on behalf of Customer.
- **7.2. Hosting and Processing:** Unless otherwise specifically agreed to by Sybill, Service Data may be hosted by the Sybill, or its respective authorized third-party service providers, in the United States or other locations around the world. In providing the Services, Sybill will engage entities to process Service Data, including and without limitation, any Personal Data within Service Data pursuant to this MSA, within the United States and in other countries and territories.

- **7.3. Sub-Processors:** Customer acknowledges and agrees that Sybill may use third-party data processors engaged by Sybill who receive Service Data from Sybill for processing on behalf of Customer and in accordance with Customer's instructions (as communicated by Sybill) and the terms of its written subcontract (the "Sub-Processors"). Such Sub-Processors may access Service Data to provide, secure, and improve the Services. Sybill will be responsible for the acts and omissions of Sub-Processors to the same extent that Sybill would be responsible if Sybill was performing the services directly under the terms of this MSA. The names and locations of all current Sub-Processors used for the processing of Personal Data under this MSA, if any, are set forth in the Privacy Policy.
- **Section 8. Intellectual Property Rights:** Each Party will retain all rights, title and interest in any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights ("Intellectual Property Rights"), and Sybill in particular will exclusively retain such rights in the Services and all components of or used to provide the Services. Customer hereby provides Sybill a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Sybill receives from Customer, Customer's agents or representatives, Authorized Users, or other third parties acting on Customer's behalf; and Sybill also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.
- **Section 9. Representations, Warranties, and Disclaimers :**
- **9.1. Authority:** Each Party represents that it has validly entered into this MSA and has the legal power to do so.
- **9.2. Disclaimers:** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND SYBILL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SYBILL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM SYBILL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MSA. THE PARTIES ADDITIONALLY AGREE THAT SYBILL WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.
- **Section 10. Indemnification :**
- **10.1. Indemnification by Sybill:** Sybill will indemnify and hold Customer harmless from and against any third party claim against Customer alleging that Customer's use of a Service as permitted by this MSA infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret (an "IP Claim"). Sybill will, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Sybill for such defense, provided that (a) Customer promptly notifies Sybill of the threat or notice of such IP Claim; (b) Sybill will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, Sybill will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully

cooperates with Sybill in connection therewith. If use of a Service by Customer has become, or, in Sybill's opinion, is likely to become, the subject of any such IP Claim, Sybill may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Sybill, terminate Customer's subscription to the Service(s) and repay, on a pro-rata basis, any Fees previously paid to Sybill for the corresponding unused portion of the Term for such Service(s). Sybill will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (x) Sybill's compliance with designs, data, instructions, or specifications provided by Customer; (y) modification of the Service(s) by anyone other than Sybill or use of the Service(s) in violation of (i) this MSA, (ii) written instructions provided by Sybill, or (iii) the product features of the Service(s); or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Sybill to Customer and constitute Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer, Customer's agents, or Authorized Users.

- **10.2. Indemnification by Customer:** Customer will indemnify and hold Sybill harmless against any third party claim (a) arising from or related to use of a Service by Customer, Customer's agents, or Authorized Users in breach of this MSA; or (b) alleging that Customer's Service Data infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) Sybill promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Sybill without prior written consent); and (iii) Sybill fully cooperates in connection therewith.
- **SECTION 11. LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS MSA, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF SYBILL), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS MSA OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, AND EXCLUDING THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF THIS MSA OR THE SERVICES WILL IN NO EVENT EXCEED FIVE HUNDRED THOUSAND DOLLARS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION AND THE PARTIES INDEMNIFICATION OBLIGATIONS IS TO ALLOCATE THE RISKS UNDER THIS MSA BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SYBILL WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SYBILL HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS MSA.
- **Section 12. Miscellaneous :**
- **12.1. Entire Agreement:** This MSA and the applicable Order Form(s) constitute the entire agreement, and supersedes all prior agreements, between Sybill and Customer regarding the subject matter here of.

- **12.2. Assignment:** Either Party may, without the consent of the other Party, assign this MSA to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this MSA. Subject to the foregoing restrictions, this MSA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- **12.3. Severability:** If any provision in this MSA is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA will remain in effect.
- **12.4. Relationship of the Parties:** The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- **12.5. Notices:** All notices provided by Sybill to Customer under this MSA may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer's account owner. Customer must give notice to Sybill in writing by Courier or U.S. mail to 2483 Old Middlefield Way, Ste 206, Mountain View, CA - 94043, USA. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.
- **12.6. Governing Law, Jurisdiction, Venue:** This MSA will be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this MSA shall be resolved in a court of general jurisdiction in Santa Clara, California. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.
- **12.7. Export Compliance:** The Services and other software or components of the Services that Sybill may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Services. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it and Authorized Users are located.
- **12.8. Anti-Corruption:** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Sybill's employees or agents in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Sybill.
- **12.9. Publicity and Marketing:** Sybill may use Customer's name, logo, and trademarks solely to identify Customer as a client of Sybill on Sybill's website and other marketing materials and in accordance with

Customer's trademark usage guidelines, if Customer provides same to Sybill. Sybill may share aggregated and/or anonymized information regarding use of the Services with third parties for marketing purposes to develop and promote Services. Sybill never will disclose aggregated and/or anonymized information to a third party in a manner that would identify Customer as the source of the information or Authorized Users or others personally.

- **12.10. Amendments:** Sybill may amend this MSA from time to time, in which case the new MSA will supersede prior versions. Sybill will notify Customer not less than ten (10) days prior to the effective date of any such amendment and Customer's continued use of the Services following the effective date of any such amendment may be relied upon by Sybill as consent to any such amendment. Sybill's failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA.
- *Last Modified on 03/01/2023*