

Master Subscription Agreement

Last Updated: September 24, 2024

This Master Subscription Agreement (this “Agreement”) is entered into by and between the organization (“Customer”) identified on the order form, online purchase confirmation, or other ordering document entered into by the parties and referencing this Agreement (the “Order Form”) and Formagrid Inc, dba Airtable (“Airtable”) (Customer and Airtable each, a “party” and collectively, the “parties”) and sets forth the terms and conditions under which Customer subscribes to or uses Airtable’s products and services described in the Order Form. The Order Form incorporates this Agreement and is effective as of the date Customer agrees to it (the “Effective Date”). The individual who signs, clicks through, or otherwise agrees to the Order Form binds Customer to the terms and conditions of the Order Form and this Agreement and has been duly authorized by Customer to do so.

1. AIRTABLE SERVICES

1.1. Provision of Products and Services

Subject to the terms and conditions of this Agreement, Airtable will provide Customer with access to and use of the online software-as-a-service products and services, and such other products and services, as set forth on an applicable Order Form (collectively, “Services”) for the applicable Service Term (defined below). Customer may access and use the Services on a non-exclusive and non-transferrable basis, solely for its internal business purposes, and only in accordance with the terms and conditions of this Agreement, the applicable Order Form, and any end user documentation provided by Airtable for such Services, including the Airtable-provided information available from the Airtable Help Center at <https://support.airtable.com> (“Documentation”). Each Order Form is hereby incorporated into, and is fully governed by, this Agreement upon execution of the Order Form.

1.2. Airtable Components

Customer may choose to use downloadable software, agents, SDKs, APIs, or other code provided by Airtable in connection with the Services (“Airtable Components”). Airtable grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right and license to use

the Airtable Components during the applicable Service Term (defined below) solely as reasonably necessary for Customer's use of the Services in accordance with this Agreement. Airtable Components are Services within the meaning of this Agreement.

1.3. Professional Services

Airtable and Customer may enter into an Order Form or mutually agreed statement of work ("SOW") under this Agreement for the provision of implementation, configuration, integration, advisory, or other professional services ("Professional Services"). The nature and scope of such Professional Services, and the fees for such Professional Services, shall be set forth in such Order Form or SOW. Professional Services are Services within the meaning of this Agreement, except to the extent the Professional Services are provided by a third party (a "Services Partner"), in which case: (i) Customer shall be responsible for ensuring the Services Partner complies with Customer's procedures, standards, and policies; and (ii) Airtable shall not have any liability with respect to such Professional Services.

1.4. Permitted Users

"Permitted Users" means employees, independent contractors, and consultants, and other persons associated with Customer or its Affiliates (defined below) who access or use the Services through Customer's account or pursuant to an Order Form signed by Customer. Customer permits its Permitted Users to access and use the Services in accordance with this Agreement and the applicable Order Form. Customer shall be responsible for the acts and omissions of each Permitted User. Customer shall require that all Permitted Users keep user ID and password information used to access the Services strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's, and Customer's Permitted Users', accounts and passwords.

1.5. Use by Affiliates

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity and the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity. Each of Customer's Affiliates may access and use the Services in accordance with this Agreement by

entering into an Order Form with Airtable directly that explicitly references and is subject to the terms of this Agreement. For purposes of any such Order Form, the term Customer, as used in this Agreement, shall mean the Affiliate who entered into the Order Form.

1.6. Acceptable Use and Usage Restrictions

Customer will comply with, and will ensure its Permitted Users comply with, Airtable's Acceptable Use Policy at <https://airtable.com/aup> ("AUP"), which is incorporated herein by reference. Airtable reserves the right to suspend access to the Services by any Permitted User whom Airtable reasonable suspects is in violation of the AUP. Airtable will work with Customer in good faith to investigate and resolve each such suspected violation and use commercially reasonable efforts to notify Customer ahead of such suspension, except in emergency situations.

1.7. Service Level Agreement

Airtable will provide the Services in accordance with the availability, service credit, and other terms set forth in Airtable's Service Level Agreement at <https://airtable.com/sla> ("SLA"), which is incorporated herein by reference.

1.8. Product Trials

Airtable, in its sole discretion, may make available to Customer certain product features on a trial basis, and such trial may be designated by Airtable as an alpha, a beta, a pilot, a limited release, limited availability, a test period, a preview, an evaluation, or another similar term ("Product Trial"). Customer may elect to participate in a Product Trial, subject to any additional terms and conditions made available by Airtable. Customer acknowledges that product features made available to Customer as part of a Product Trial ("Trial Features") are not considered part of the Services and may contain bugs, errors, or omissions. Trial Features might never be made available for general use, and Airtable may discontinue Trial Features, or revoke Customer's access to Trial Features, at any time, which may have the effect of making Customer Data inaccessible to Customer. TRIAL FEATURES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, LIABILITY, INDEMNITY, OR PERFORMANCE OBLIGATIONS, AND ARE NOT SUBJECT TO THE SLA OR ANY OTHER SERVICE OR SUPPORT COMMITMENTS.

1.9. Airtable AI

“Airtable AI” means the features and functionality of the Services made available to Customer that utilize generative artificial intelligence models. Customer and its Permitted Users’ use of Airtable AI will be subject to this Agreement and the Airtable AI Terms at <https://www.airtable.com/ai-terms> (“AI Terms”), which are incorporated herein by reference.

1.10. Purchasing through an Airtable Partner

Purchases of Services through a reseller, distributor, third-party marketplace, or other partner of Airtable (“Airtable Partner”) will be made through a separate agreement, ordering document, or online order between Customer and the Airtable Partner (“Partner Sales Agreement”), which shall address, as between Customer and such Airtable Partner, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The Partner Sales Agreement is not binding on Airtable, and any disputes related to the Partner Sales Agreement shall be handled directly between Customer and the Airtable Partner. In the event of any conflict between this Agreement and any Partner Sales Agreement, this Agreement shall govern as between Airtable and Customer. Customer agrees that, in connection with Services purchased through an Airtable Partner: (a) Airtable may share information with the Airtable Partner related to Customer’s use and consumption of the Services; (b) all payments of fees are payable to the Airtable Partner, and the payment terms in the Partner Sales Agreement will take precedence over Section 5 (Payment Terms) of this Agreement; and (c) the Airtable Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises, or commitments on behalf of Airtable.

2. CUSTOMER DATA

2.1. Definition

“Customer Data” means information, data, and other content that is uploaded by Customer to, or otherwise received directly or indirectly from Customer (including from a Permitted User on Customer’s behalf) by or through, the Services, or provided by Customer to Airtable to input into the Services. If Customer enables Airtable AI, then Customer Data also includes “Output” within

the meaning of the AI Terms. For clarity, Customer Data does not include Usage Data (defined below).

2.2. Limited License to Customer Data

As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to Customer Data. Customer hereby grants to Airtable a non-exclusive, worldwide, fully paid-up, royalty-free, limited-term license to use, copy, store, transmit, modify, and display the Customer Data in order to: (a) provide, maintain, improve, or optimize use of the Services; and (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice). For clarity, Customer Data is not used to train any generative artificial intelligence models used to provide Airtable AI.

3. EXTENSIONS AND THIRD-PARTY SERVICES

3.1. Extension Development

Customer or its Permitted Users may elect, in their discretion, to develop, test, or support Customer-developed or third-party-developed applications or extensions (collectively, “Extensions”) that integrate with the Services (e.g., an Extension from the Airtable Marketplace at <https://airtable.com/marketplace> (“Marketplace Extension”). This Agreement does not apply to any such Extension development, which shall instead be subject to Section 4 (Developers) of Airtable’s Terms of Service at <https://airtable.com/tos>.

3.2. Third-Party Services

Customer may be able to access and use certain optional third-party services through or with its use of the Services (e.g., Marketplace Extensions, or another third-party service that integrates with Airtable or uses Airtable’s APIs) (“Third-Party Services”), subject to the third-party provider’s applicable terms and conditions. The Services do not require any Third-Party Services for operation, and Customer is under no obligation to use any Third-Party Services. Airtable does not endorse, and is not and will not be responsible or liable for, any Third-Party Services, nor for any act or omission of any provider of Third-Party Services, nor for any act or omission of any Permitted User in connection with any Third-Party Services. Airtable does not warrant or

provide direct support for Third-Party Services. CUSTOMER EXPRESSLY RELIEVES AIRTABLE FROM ANY AND ALL LIABILITY ARISING FROM CUSTOMER'S USE OF THIRD-PARTY SERVICES.

4. OWNERSHIP

4.1. General Ownership

No intellectual property rights are assigned or transferred to Customer under this Agreement. Customer is obtaining only a limited right to access and use the Services. Airtable or its suppliers own and retain all right, title, and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to: (a) the Services, the Documentation, and any and all related and underlying technology, documentation, and other information; (b) any intellectual property it develops hereunder; and (c) any derivatives of any of the foregoing (individually and collectively, "Airtable Technology"). For clarity, Customer retains all rights in Customer Data.

4.2. Feedback

In the event Customer provides Airtable with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the Services ("Feedback"), Airtable shall own such Feedback (but not any Confidential Information of Customer or Customer Data contained within Feedback) and shall be free to use and exploit the Feedback without payment, attribution, or restriction.

4.3. Usage Data

Airtable shall have the right to collect and analyze data and other information regarding Customer's use of the Services, including access, usage patterns, and performance; and Airtable shall be free (during and after expiration of this Agreement) to use such data and information for its internal business purposes, such as analytics, quality assurance, product and service development and improvement, and churn rate and service level analysis (collectively, "Usage Data"). For clarity, Usage Data does not include Customer Data.

5. FEES AND PAYMENT

5.1. Payment Terms

Customer will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the applicable Order Form: (a) all fees shall be due and payable in advance at the start of the applicable Service Term and non-refundable, except as expressly set forth in Sections 6.4, 7.1 and 8.1; and (b) quantities purchased cannot be decreased during the applicable Service Term. Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, whether domestic or foreign, associated with the Services, other than taxes based on the income of Airtable. Unpaid fees are subject to a service charge of 1.5% per month of the amount due or the maximum amount permitted by law, whichever is lower.

5.2. Suspension of Service

If Customer's account is fifteen (15) days or more overdue, in addition to any of its other rights or remedies, Airtable reserves the right to suspend Customer's access to the applicable Services, without liability to Customer, until promptly after such amounts are paid in full, provided that, prior to any such suspension, Airtable shall provide notice to Customer and afford Customer a reasonable opportunity (at least three (3) business days) to pay such amounts in full.

6. TERM AND TERMINATION

6.1. Term

This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below. Unless otherwise terminated as set forth below, each Order Form will have a term as set forth therein (the "Service Term"). If no term is stated on an Order Form, the Service Term for such Order Form is one (1) year.

6.2. Termination

Either party may terminate this Agreement with at least fifteen (15) days' prior written notice if there are no Order Forms then in effect. In addition, either party may terminate this Agreement if the other party: (a) materially breaches the Agreement and such breach is incapable of cure, or with respect to a breach capable of cure (including a failure to pay fees), the breaching party does not cure such breach within thirty (30) days after receiving written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate,

and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and not dismissed within sixty (60) days thereafter. Termination of this Agreement will automatically terminate all Order Forms.

6.3. Effect of Termination

Upon the expiration or termination of this Agreement: (a) Customer shall immediately cease any and all use of and access to the Services; and (b) each party will return to the other party (or destroy) such other party's Confidential Information upon request. Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy, and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

6.4. Refund or Payment upon Termination for Material Breach

If Customer terminates this Agreement in accordance with Section 6.2(a), then Airtable will refund to Customer any prepaid, unused fees covering the period from the effective date of such termination through the remainder of the Service Term for all outstanding Order Forms. If Airtable terminates this Agreement in accordance with Section 6.2(a), Customer will pay to Airtable any unpaid fees covering the period from the effective date of such termination through the remainder of the Service Term for all outstanding Order Forms. In no event will any termination relieve Customer of the obligation to pay any fees payable to Airtable for the period prior to the effective date of termination. For the avoidance of doubt, prepaid fees shall be deemed consumed on a per diem basis over the applicable Service Term.

6.5. Customer Data

At any time before or within thirty (30) days after termination or expiration of this Agreement, Customer may download Customer Data directly from the Services. Upon request by Customer at the expiration or termination of the Service Term, subject to applicable legal requirements, Airtable shall cause all Customer Data to be removed from Airtable's systems, applications, databases, and servers (including, without limitation, as backups and/or archives) within ninety (90) days of such request. Airtable shall not be responsible or liable for any adverse impact on

Customer's use of the Services caused by Customer's deletion of Customer Data during the Service Term. To the extent Airtable retains any Customer Data subject to applicable legal requirements, Airtable shall implement and maintain reasonable and appropriate measures to ensure that all such retained Customer Data is: (a) segregated; (b) secured in a manner consistent with Sections 11 and 12 of this Agreement; and (c) not accessed, used, shared, disclosed, or otherwise processed except as required to comply with such applicable legal requirements for which the Customer Data is retained

6.6. Survival

The following Sections shall survive any expiration or termination of this Agreement: 1.6, 2, 3, 4, 5.1, 6, 7.3, 8, 9, 10, 12, and 15.

7. WARRANTIES AND DISCLAIMER

7.1. Airtable Warranty

Airtable warrants that it will provide the Services in substantial conformity with the applicable Documentation and the descriptions in the Order Form. Airtable's entire liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Airtable's sole and reasonable discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Airtable determines such remedy to be impracticable, to allow Customer to terminate the Order Form for any portion of the Services affected by such breach and receive as its sole remedy and Airtable's entire liability, a refund of any unused fees prepaid by Customer for use of the Services that it has not received as of the date of the warranty claim. The warranty set forth in this Section shall not apply: (a) unless Customer makes a claim within thirty (30) days of the date on which Customer first becomes aware of the non-conforming condition; (b) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services; or (c) to Trial Features or other Services provided on a no-charge or evaluation basis.

7.2. Customer Warranties

Customer warrants that: (a) Customer's use of the Services and all Customer Data is and will at all times be compliant with Customer's privacy policies and all applicable local, state, federal, and international laws, regulations, and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data; (b) Customer has sufficient rights in the Customer Data to grant the rights granted to Airtable in Section 2.2; and (c) the Customer Data does not infringe upon, misappropriate, or otherwise violate the rights of any third party.

7.3. Warranty Disclaimer

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AIRTABLE AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMPLIANCE WITH LAWS, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1. Indemnification by Airtable

Airtable shall defend Customer from and against any claims by a third party alleging that the Services, when used in accordance with the terms of this Agreement, infringe a patent, copyright, or trademark, and will indemnify and hold harmless Customer from and against any costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) resulting from such claim. If Customer's use of any Services is, or in Airtable's opinion is likely to be, enjoined or subject to a claim for infringement, or if required by settlement, Airtable may, in its sole and reasonable discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Services; or, if (a) and (b) are commercially impracticable in Airtable's sole judgment, (c) terminate the applicable Order Form or this Agreement and refund to Customer any unused fees prepaid by Customer for the terminated period. Notwithstanding the foregoing, Airtable shall have no liability under this Section, and no obligation to indemnify Customer, for any claim to the extent it arises from: (i) any modification of the Services other than by Airtable or explicitly permitted by Airtable; (ii) access to or use of the Services in combination with any materials or services not provided by

Airtable or specified in the Documentation; (iii) Customer's breach of this Agreement, or use of the Services in breach of this Agreement or in violation of applicable law; (iv) Customer Data; or (v) Customer's fraud or willful misconduct. THIS SECTION 8.1 SETS FORTH AIRTABLE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Indemnification by Customer

Customer shall defend Airtable from and against any claims by a third party arising from or relating to (a) Customer Data or (b) Customer's use of the Services in breach of Section 1.6 (Acceptable Use and Usage Restrictions), and will indemnify and hold harmless Airtable from and against any costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) resulting from such claim; provided, however, that Customer shall have no liability under this Section, and no obligation to indemnify Airtable, for any claim to the extent it arises from Airtable's breach of this Agreement.

8.3. Indemnification Procedures

If a party entitled to indemnification becomes aware of any indemnifiable claim, the indemnified party will provide the indemnifying party with: (a) prompt written notice of such claim such that the indemnifying party has sufficient time to respond without material prejudice; (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (as long as such settlement releases the indemnified party from any and all liability); and (c) all reasonable cooperation assisting the indemnifying party's investigation, defense, and settlement of such matter requested by the indemnifying party.

9. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION): (A) NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND CAUSES OF ACTION ARISING OUT

OF OR RELATING TO THE AGREEMENT OR THE USE OF OR THE INABILITY TO USE THE SERVICES SHALL IN NO EVENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO AIRTABLE OR TO AN AIRTABLE PARTNER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE, PROVIDED THAT THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, AND SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10. CONFIDENTIAL INFORMATION

10.1. Definition

"Confidential Information" means information disclosed by one party (the "Discloser") to the other (the "Recipient") that is marked as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary, including Confidential Information disclosed prior to the Effective Date. All Airtable Technology, performance information relating to the Services, and the terms and conditions of this Agreement and each Order Form (including the fees and pricing information) shall be deemed Confidential Information of Airtable without any marking or further designation. Notwithstanding anything in this Agreement, Confidential Information does not include information that the Recipient already lawfully knew, becomes public through no fault of the Recipient, was independently developed by the Recipient without any reference to or use of Confidential Information, or was rightfully obtained by the Recipient from a third party.

10.2. Obligations

The Recipient will use reasonable care to protect the Discloser's Confidential Information, and will use the Discloser's Confidential Information only for its internal business purposes, to exercise its rights and fulfill its obligations under the Agreement (including, in Airtable's case, to provide the Services to Customer), and to explore potential business transactions with the Discloser. The Recipient will not disclose Confidential Information except to its Affiliates, employees, agents, professional advisors, and contractors ("Representatives") who need to know it and have agreed in writing to keep it confidential. The Recipient will ensure that its Representatives are subject to confidentiality obligations that are no less restrictive than those herein. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information: (a) if directed to do so by the Discloser; or (b) to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly

notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser's reasonable efforts to obtain confidential treatment. With respect to each Order Form, the obligations set forth in this Section will survive for the duration of the Service Term set forth therein and three (3) years following the expiration or termination thereof. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the Discloser may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

11. SECURITY

11.1. Airtable Security Measures

Airtable has implemented and will maintain appropriate physical, technical, and administrative safeguards to protect the security and integrity of the Services and Customer Data as described in Airtable's Information Security Standards at <https://airtable.com/information-security-standards> ("Security Standards"), which are incorporated herein by reference. Airtable has established and maintains sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27701 and SOC II Type II (or equivalent standards) with respect to the Services. Upon Customer's written request (email to suffice), Airtable will provide to Customer for review a copy of Airtable's most recent annual SOC II Type II audit results, and a copy of its then-current ISO 27001 and ISO 27701 certificates, which shall be considered Airtable's Confidential Information.

11.2. Two-Factor Authentication

The Services support log-in using two-factor authentication ("2FA"), which is known to materially reduce the risk of unauthorized use of or access to the Services. Accordingly, notwithstanding anything to the contrary, Airtable will not be responsible for any damages, losses, or liability to Customer, Permitted Users, or anyone else if any event leading to such damages, losses, or liability would have been prevented by the use of 2FA.

12. DATA PROCESSING

Airtable uses certain "personal data," "personal information," or "sensitive data" (as defined in the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the California Consumer Privacy Act of 2018, as amended ("CCPA")) ("Personal Data") to operate, develop and

improve the Services, as detailed in Airtable's privacy policy at <https://airtable.com/privacy>. For Customer Data constituting Personal Data that Airtable processes to provide the Services, where Airtable acts as a "data processor" (for the purposes of GDPR) or a "service provider" (for purposes of CCPA), the parties agree to comply with the provisions of any Data Processing Addendum between them ("DPA"). Customer may access and execute a DPA by filling out the form accessible from <https://airtable.com/dpaform>. In the event of any conflict between Airtable's privacy policy and a DPA, the DPA shall govern.

13. COMPLIANCE WITH LAWS

13.1. General Compliance

Airtable shall comply with any United States laws and regulations to the extent applicable to Airtable's provision of the Services to its customers generally (i.e., without regard for Customer's particular use of the Services), as well as any laws and regulations applicable to this Agreement under, and subject to, the terms of any DPA. For clarity, Airtable shall not be responsible for Customer's compliance with any laws and regulations specific to Customer or its industry.

13.2. Anti-Corruption and Bribery

Neither party has received or been offered, directly or indirectly, any illegal or improper bribe, kickback, payment, gift, or other thing of value from an employee or agent of the other party in connection with this Agreement, other than reasonable and customary gifts and entertainment provided in the ordinary course of business. Moreover, neither party will take any action that would cause either party to be in violation of any anti-bribery or anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any other applicable anti-bribery or anti-corruption law or regulation.

13.3. Export and Sanctions Compliance

Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms

Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning 50% or more of its equity securities or other equivalent voting interests, is: (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity; or (b) located within or a resident of, or a segment of the government of, any country or territory for which the United States maintains trade and economic sanctions or embargoes.

13.4. EU Digital Services Act

Airtable shall comply with its EU Digital Services Act Disclosures, which are available at www.airtable.com/company/dsa and are incorporated herein by reference (the “DSA Disclosures”). The DSA Disclosures are directed to residents of the European Union (EU).

14. PUBLICITY

Except as otherwise agreed in writing (email to suffice), neither party may use the other party’s name, logo, trademarks, designs, service marks, or other brand assets (“Marks”) without such party’s written approval in each case, except that Airtable may identify Customer as an Airtable customer, and may include Customer’s name and logo, on Airtable’s website, in press releases or statements to the media, and in marketing and promotional materials, in each case in accordance with any branding guidelines provided by Customer. Customer may opt out of such use of its name and logo by emailing Airtable at support@airtable.com at any time. Any use by Customer of Airtable’s Marks is subject to Airtable’s Trademark Guidelines at <https://airtable.com/trademark-guidelines>.

15. GENERAL TERMS

15.1. Assignment

This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder except upon the advance written consent of the other party, except that either party may assign this Agreement and its rights and obligations hereunder without consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party’s

assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

15.2. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of government (including legislation, regulation, or other act of government rendering some or all of Customer's use of the Services unlawful, in Airtable's reasonable discretion), epidemic, pandemic, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services (each, a "Force Majeure Event"). For clarity, this provision does not relieve Customer of its obligation to pay fees for services provided by Airtable that are unaffected by a Force Majeure Event.

15.3. Independent Contractors

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

15.4. Severability

If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

15.5. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in San Francisco County), any dispute arising under this Agreement shall be finally settled in binding arbitration. The Judicial Arbitration and Mediation Service, Inc. ("JAMS") will

administer the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures (though to the extent JAMS' Expedited Arbitration Procedures are available, they will apply), and the arbitration will be held in San Francisco, California. Subject to the foregoing provisions of this Section 15.5, the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

15.6. Notice

Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses first listed on an applicable Order Form (email to suffice) or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee: (a) immediately upon receipt, if personally delivered; (b) the first business day after sending, if by email; (c) the first business day following dispatch, if sent by overnight courier service; or (d) upon receipt, if sent by registered or certified mail, postage prepaid and return receipt requested.

15.7. Amendments and Waivers

Except as set forth in Section 15.10, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing or via click-through execution by a duly authorized representative of each party to this Agreement or otherwise permitted by the terms of this Agreement, including terms incorporated by reference herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g. setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such document shall not apply (even if the order is accepted or performed on by Airtable).

15.8. No Third-Party Rights

There are no third-party beneficiaries to this Agreement.

15.9. Construction

This Agreement has been reviewed, considered, and/or negotiated by the parties and their respective legal counsel, if any, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any person or entity include the successors and permitted assigns of that person or entity. Except as otherwise provided herein, in the event of any conflict or inconsistency between this Agreement and an Order Form, the Order Form shall control.

15.10. Modifications

Airtable may change this Agreement from time to time by posting a modified version on its website, such as at <https://airtable.com/msa>. If, in Airtable’s sole discretion, the changes are material, Airtable will provide Customer with reasonable notice prior to the effective date of the changes, either by emailing the email address associated with Customer’s account or by notifying Customer (including any person designated as an administrator on Customer’s account) through the Services. A materially-modified Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting thereof. By continuing to access or use the Services after the effective date of changes to this Agreement, Customer agrees to be bound by the modified version of the Agreement. If Airtable fails to provide Customer with notice of material changes to this Agreement in accordance with this Section, then Customer’s subscription to and use of the Services will continue to be governed by the terms and conditions of the Agreement as they were immediately prior to such modifications, until Customer’s next renewal date, after which the modified Agreement will govern.

15.11. Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous or inconsistent written and oral agreements and communications, relating to the subject matter of this Agreement. To the extent any issue or claim arising under this Agreement relates to multiple Order Forms, including Order Forms signed before the Effective Date, this Agreement shall take precedence over any other agreement relating to the subject matter of this Agreement and govern such issue or claim. Any pre-printed terms in a Customer purchase order or similar document are null and void. Subject to this Agreement, the parties expressly object to any different or additional terms set forth in any purchase order, acceptance, vendor portal, code of conduct, or other ordering documentation, and neither party's later failure to object to any such different or additional terms nor its use or acceptance of any such other document or materials will be deemed acceptance thereof or a waiver of any of the terms hereof.