

MASTER SERVICE AGREEMENT

This Master Service Agreement (this “**Agreement**”) is entered into as of the date last executed below (the “**Effective Date**”) by and between Fable Security, Inc., a Delaware corporation (“**Fable**”), and [Counterparty Name], a [state of formation] [type of entity] (“**Customer**”).

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

“**Affiliate**” means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.

“**Customer Data**” means (i) User authentication information, such as name and email address, (ii) any information, data, or content that Customer inputs to the Service for the purpose of receiving Output, and (iii) metadata associated with each Integration (as defined below).

“**Documentation**” means any written or online documentation regarding the Service made available by Fable.

“**Integration**” means each of the integrations with Customer’s business productivity, collaboration, and other related platforms (e.g., Google Workplace, Office365, Okta) with the Service.

“**Order Form**” means each order document, submitted to Fable by Customer and accepted by Fable, to purchase a Subscription setting forth, at a minimum the start date and end date of the Subscription Term, number of Users, and agreed upon pricing. Each Order Form, when executed by the parties, will be incorporated herein by reference.

“**Output**” means new and/or customized trainings generated through Customer’s use of the Service.

“**Service**” means Fable’s proprietary, Software-as-a-Service solution for personalized security training for enterprise companies, as described on each applicable Order Form, and all modifications, updates, upgrades thereto and derivative works thereof.

“**Service Level Agreement**” means the Service Level Agreement attached hereto as Exhibit A.

“**Subscription**” has the meaning ascribed to it in Section 2.1.

“**Subscription Term**” means the length of the Subscription set forth on the applicable Order Form.

“**Support**” means the technical support Service set forth on Exhibit B.

“**Usage Data**” means statistical and performance-related information regarding Customer’s use of the Service that Fable uses to maintain and improve the Service.

“**Users**” means individuals or entities that are authorized by Customer to use the Service.

2. ACCESS TO AND USE OF SERVICE

2.1 Right to Access and Use Service. Subject to the terms of this Agreement, Fable grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Subscription Term to use the Service described in the applicable Order Form for up to the number of trainees (Users) identified on the Order Form (the “**Subscription**”).

2.2 **Restrictions.** Customer will not: (i) access (or allow a third party to access) the Service in order to monitor the availability, security, performance, or functionality of the Service, or for any other benchmarking or competitive purposes without Fable's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available to any third party, except to a third party that manages Customer's computing environment; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Service, or any of their components; (iv) use the Service to conduct any fraudulent, malicious, or illegal activities (each of (i) through (iv), a "**Prohibited Use**").

3. **FABLE OBLIGATIONS**

3.1 **General.** Fable is responsible for providing the Service in conformance with this Agreement, the Order Form(s), and applicable Documentation.

3.2 **Availability.** Fable uses its best efforts to ensure that the Service is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Service.

3.3 **Support.** If Customer experiences any errors, bugs, or other issues in its use of the Service, then Fable will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the subscription set forth on the Order Form.

4. **TERM AND TERMINATION**

4.1 **Term.** The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Subscription (the "**Term**").

4.2 **Termination for Cause.** Either party may terminate this Agreement or any active Subscription for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day 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.

4.3 **Effect of Termination.** If Customer terminates this Agreement or any active Subscription in accordance with Section 4.2, then Customer will be entitled to a refund equal to the pro rata portion of any prepaid fees allocable to the remaining Subscription Term.

4.4 **Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 6; 8; 9; 12; and 13.

5. **FEES AND PAYMENT**

5.1 **Fees.** Customer will pay the fees for the Subscription set forth on the applicable Order Form. Following execution of the Order Form, Fable will submit an invoice to Customer for the Subscription, and payment will be due within 30 days of the invoice date unless different terms are set forth on the Order Form.

5.2 **Taxes.** The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Fable (collectively, "**Taxes**") with respect to the Service provided to Customer. Unless Customer provides Fable with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement.

5.3 **Over-subscription.** If Customer uses the Service in excess of the number of monthly Users specified on the applicable Order Form, and the excess remains in use for more than 90 days, then

Customer will sign an Order Form for, or pay Fable for, the excess at the per-unit price indicated on the most recent Order Form during each month that the excess remains in use for at least one day.

6. CONFIDENTIALITY

6.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) constitutes the Disclosing Party’s confidential and proprietary information (“**Confidential Information**”). Fable’s Confidential Information includes the Service and any information conveyed to Customer in connection with Support. Customer’s Confidential Information includes Customer Data. Confidential Information does not include information which is (i) already known by the Receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party’s Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party’s Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a “**Representative**”). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

6.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party’s Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

7. DATA PROTECTION

7.1 **Customer Data**. Customer grants Fable a limited license during the Term to use Customer Data to provide the Service and gather Usage Data.

7.2 **Security**. Fable maintains, and will maintain during the Term, industry standard physical, technical, and administrative safeguards in order to protect Customer Data and its own computing environment.

8. OWNERSHIP

8.1 **Fable Property**. Fable owns and retains all right, title, and interest in and to the (i) Service and (ii) the Output. Except for the limited license granted to Customer in Section 2.1, Fable does not by means of this Agreement or otherwise transfer any rights in the Service to Customer, and Customer will take no action inconsistent with Fable’s intellectual property rights in the Service.

8.2 **Feedback**. Customer may provide comments, suggestions and recommendations to Fable regarding the Service such as modifications, enhancements, improvements and other changes (collectively, “**Feedback**”). Fable may freely use and exploit any such Feedback without any obligation to

Customer.

8.3 **Customer Property.** As between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Fable, except for the limited license set forth in Section 7.1.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

9.2 Limited Warranty. Fable warrants that (i) the Service will conform with the Documentation; and (ii) the Service will be provided in a manner consistent with generally accepted industry standards.

9.3 Disclaimer. With the exception of the limited warranties set forth in this Section 9, the Service is provided “as is” to the fullest extent permitted by law. Fable and its licensors expressly disclaim all other warranties, express or implied, including warranties of performance, merchantability, fitness for any particular purposes, and non-infringement. Fable does not warrant that the Service (i) are error-free, (ii) will perform uninterrupted, or (iii) will meet Customer’s requirements.

10. INSURANCE

10.1 Fable will maintain in full force and effect during the term of this Agreement:

- (a) Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage;
- (b) Umbrella liability insurance on an occurrence form, for limits of not less than \$1,000,000 per occurrence and in the aggregate; and
- (c) Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than \$2,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service.

10.2 Insurance carriers will be rated A-VII or better by A.M. Best Provider. Fable’s coverage will be considered primary without right of contribution of Customer’s insurance policies.

11. INDEMNIFICATION

11.1 By Fable. Fable will indemnify, defend, and hold Customer, its Affiliates, and their respective owners, directors, members, officers, and employees (collectively, “**Customer Indemnitees**”) harmless from and against any claim, action, demand, suit or proceeding made or brought by a third party (each a “**Claim**”) against any of the Customer Indemnitees alleging that Customer’s use of the Service infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Fable will pay any settlement of such Claim, or any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, so long as Customer (i) gives Fable prompt written notice of the Claim, (ii) gives Fable sole control of the defense and settlement of the Claim (provided that Fable may not settle any Claim without the Customer

Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Fable all reasonable assistance, at Fable's request and expense. If Customer's right to use the Service hereunder is, or in Fable's opinion is likely to be, enjoined as the result of a Claim, then Fable may, at Fable's sole option and expense procure for Customer the right to continue using the Service under the terms of this Agreement, or replace or modify the Service so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Service. Fable will have no indemnification obligations under this Section 11.1 to the extent that a Claim is based on or arises from: (a) use of the Service in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Service except as expressly authorized by Fable; (c) the combination of the Service with any other software or service (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 11.1 sets forth Fable's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

11.2 By Customer. Customer will indemnify, defend, and hold harmless Fable, its Affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Fable Indemnitees**") from and against any Claim against the Fable Indemnitees related to (i) Customer's or a User's engaging in a Prohibited Use, and (ii) any and all acts or omissions of its Users. Customer will pay any settlement of and any damages finally awarded against any Fable Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Fable (a) gives Customer prompt written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Fable's prior written consent which will not be unreasonably withheld), and (c) provides to Customer all reasonable assistance, at Customer's request and expense.

12. LIMITATIONS OF LIABILITY

12.1 NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICE LIABILITY OR OTHERWISE.

12.2 EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO FABLE FOR USE OF THE SERVICE DURING THE PRIOR 12 MONTHS UNDER THIS AGREEMENT ("**FEES PAID**"). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

12.3 "**Excluded Claims**" means any claim and/or liability associated with any breach by Fable of Section 7.2 (Security). Fable's total, cumulative liability for all Excluded Claims will not exceed two times the amount of Fees Paid.

12.4 "**Uncapped Claims**" means any claim or liability associated with: (a) either party's breach of confidentiality (but not relating to any liability associated with Fable's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); (b) either party's respective indemnification obligations under Section 11; or (c) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

13. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Fable and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both parties. Customer and Fable are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Fable. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in San Francisco County, California. Any notice provided by one party to the other under this Agreement will be in writing and sent by electronic mail to the address on file with the party providing the notice. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Fable Security, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Definitions. For purposes of this Service Level Agreement, the following terms have the meaning ascribed to each term below:

“Available” means that Customer is able to access the Service by means of a web browser.

“Downtime” means if the Service is not Available as a result of failure(s) in the Service software or architecture, as confirmed by Fable, subject to the exclusions set forth below.

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days that Fable will add to the Subscription Term, at no charge to Customer.

2. Service Level Warranty. During the Term, the Service will be Available at least 99.9% of the time in any calendar month (the **“Service Level Warranty”**). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Monthly Uptime Percentage	Days Credited
< 99.9% - ≥99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

3. Customer Must Request Service Credit. In order to receive Service Credit, Customer must notify Fable within 30 days from the time Customer becomes eligible to receive a Service Credit under the terms of this Agreement. Failure to comply with this requirement will forfeit Customer’s right to receive Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Fable to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

5. Exclusions. The Service Level Warranty does not apply to any performance issues that (i) are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, earthquakes, or any other causes that are beyond Fable’s reasonable control so long as Fable uses commercially reasonable efforts to mitigate the effects of such force majeure, (ii) resulted from Customer’s equipment or third party equipment or service (e.g. Customer’s internet connection), or both, or (iii) resulted from Customer’s violation of the Agreement.

6. Exclusive Remedy. This Agreement sets forth Customer’s sole and exclusive remedy for any failure by Fable to meet the Service Level Warranty.

EXHIBIT B

SUPPORT TERMS

This Support Service Exhibit sets forth the terms on which Fable provides technical support (“**Support**”) to Customer (the “**Support Terms**”).

1. Definitions

“**Error**” means a failure of the Service to conform to the Documentation, resulting in the inability to use, or material restriction in the use of, the Service.

“**Escalation**” means the process by which Fable will work continuously, and at multiple levels of its organization, to resolve an Error if not resolved within the specified Resolution Time set forth in Section 4, below

“**Start Time**” means the time at which Fable first becomes aware of an Error during Fable’s regular business hours, following initiation of a Support case by Customer in accordance with Sections 2 and 3, below.

2. General. During a Subscription Term, Fable will provide the Support described in these Support Terms 9am – 6pm (Pacific Time), Monday through Friday.

3. Contacts. The Customer may initiate a Support case by emailing support@fablesecurity.com. Customer may initiate an unlimited number of Support cases.

4. Priority Levels and Timeframes. Fable will establish the Priority Level of an Error and the corresponding Support case in its sole discretion and will use its best efforts to adhere to the Response Times set forth below. If an Error is not addressed within the Resolution Time set forth below, Fable will commence an Escalation.

Priority Level	Description	Response Time
1	Major Impact: Service is inoperable or the performance of the Service is so severely reduced that Customer cannot reasonably continue to use the Service because of the Error, the Error cannot be circumvented with a workaround, and it affects Customer’s ability to perform its business.	2 hours
2	Moderate Impact: Performance is significantly degraded such that Customer’s use of the Service is materially impaired, but the Error can be circumvented with a workaround.	4 hours
3	Minor Impact: Customer is experiencing a performance, operational, or functional issue in its use of the Service that can be circumvented with a workaround, and the Error causes only minimal impact to the Customer’s ability to use the Service.	24 hours

Priority Level	Description	Response Time
4	General Questions: No issue with performance or operation of the Service, but Customer has questions regarding its use of the Service, such as questions on Integration configuration, dashboard functionality, enhancement requests, or documentation clarification.	3 days

5. Conditions, Exclusions, and Termination.

a. Conditions. Fable's obligation to provide Support is conditioned upon the following: (i) Customer makes reasonable efforts to solve the Error after consulting with Fable; (ii) Customer provides Fable with sufficient information and resources to correct the Error, as well as any and all assistance reasonably requested by Fable; and (iii) Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to access and operate the Service.

b. Exclusions. Fable is not obligated to provide Support in the following situations: (i) the problem is caused by Customer's negligence, hardware malfunction, or other causes beyond the reasonable control of Fable; or (ii) the problem is with third party software not licensed through Fable.

c. Termination. Fable reserves the right to conclude its performance of a Support case when, in its reasonable discretion, Fable determines that it has provided a satisfactory resolution or workaround to the Error.