



Onyx Software Subscription Agreement (Self-Host)

This Onyx Software Subscription Agreement (this “**Agreement**”) is entered into between DanswerAI, Inc., a Delaware corporation (“**Danswer**”) and the entity or person placing an order via the applicable Order Form (“**Customer**” or “**you**”). An “**Order Form**” shall mean a mutually signed order form or an online registration page. The “**Effective Date**” of this Agreement is the date set forth in the applicable Order Form (or if none is provided, the date that Customer first registers for the Software).

Individual signing on behalf of a company: IF YOU ARE USING THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A COMPANY, CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE SUCH AUTHORITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE THE AFOREMENTIONED AUTHORITY OR DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THEY MAY NOT USE THE SOFTWARE OR ACCEPT THIS AGREEMENT.

1. LICENSE; SUPPORT

a. License. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer’s compliance with the terms of this Agreement (including any limitations and restrictions set forth on the applicable Order Form), Danswer grants Customer a nonexclusive, limited, personal, non-sublicensable, nontransferable license to the Onyx software specified in such Order Form (collectively, the “**Software**”) during the term set forth in such Order Form as hosted by Customer. Customer may only use the Software for its internal business purposes and only in accordance with Danswer’s official user Documentation (the “**Documentation**”).

b. Support.

i. Danswer shall make the Software available and provide support provided the error can be recreated by Danswer, in accordance with the applicable terms set forth in the Service Level Agreement available at <https://www.onyx.app/legal/SLA.docx>.

ii. Limitations on Scope of Support. Support does not include: (a) development of custom code or computer programs, (b) repairs or service relating to any third party software, (c) installation, (d) training, (e) designing systems or networks, (f) guidance related to unofficial or “beta” software, or (g) authoring or dictating security practices for a customer. Support does not encompass the remediation of problems or bugs determined by Danswer to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not provided by Danswer. Support extends only to material non-conformities of which Danswer is notified during the Term. Support does not apply or extend to the Software in the event of (i) installation, repair, addition, alteration, modification or enhancement of the Software, performed by parties other than Danswer; (ii) use of the Software in conjunction with another vendor’s products resulting in the defect or non-conformance; (iii) failure to follow applicable operation or maintenance requirements; (iv) negligence, abuse, mishandling, misuse or damage to the Software; or (v) failure to follow the Documentation.

c. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) represent that the Output (as defined below) is human-generated; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying models, structure, ideas, or algorithms of the Software (except to the extent applicable laws specifically prohibit such restriction); (iii) modify, translate, or create derivative works based on the Software for use other than as permitted (for avoidance of doubt Customer may fork the Software); (iv) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software; (v) use the Software for the benefit of a third party; (vi) remove or otherwise alter any proprietary notices or labels from the Software or any portion thereof; (vii) use the Software to build an



application or product that is competitive with any Danswer product or service or any third-party large language model provider ("**Third-Party LLM**"); (viii) interfere or attempt to interfere with the proper working of the Software or any activities conducted on the Software; (ix) bypass any measures Danswer may use to prevent or restrict access to the Software (or other accounts, computer systems or networks connected to the Service); (x) "air gap" their instance of the Software or obfuscate their usage in any way; . Customer is responsible for all of Customer's activity in connection with the Software, including but not limited to uploading Customer Materials onto the Software. Customer shall use the Software in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Software (including those related to email marketing, data privacy, international communications, export laws and the transmission of technical or personal data laws). Customer shall not use the Software in a manner or for purposes that are harmful, deceptive, threatening, harassing or obscene or that violates any third party intellectual property, contractual or other proprietary rights. Customer shall indemnify and hold Danswer harmless against any damages, losses, liabilities, settlements and expenses in connection with any claim or action arising from any violation of the foregoing or from Customer's use of Software.

d. **Third-Party Products.** Customer acknowledges and agrees that the Software may operate on, integrate with or using application programming interfaces (APIs) and/or other services provided by third parties ("**Third-Party Products**"). Danswer is not responsible for the operation of any Third-Party Products nor the availability or operation of the Software to the extent such availability and operation is dependent upon Third-Party Products. Danswer does not make any representations or warranties with respect to Third-Party Products or any third-party providers. As between Customer and Danswer, Customer is solely and exclusively responsible for obtaining and providing all consents, authorizations, permissions, notices, and access to the Third-Party Products.

e. **Open Source Components.** Customer acknowledges that certain software components of the Software may be covered by open source licenses as promulgated by the Open Source Initiative or as promulgated by the Free Software Foundation ("**Open Source Component**"). To the extent required by such open source license for the applicable Open Source Component, the terms of such license will apply to such Open Source Component in lieu of the relevant provisions of this Agreement. If such open source license prohibits any of the restrictions in this Agreement, such restrictions will not apply to such Open Source Component. Danswer shall provide Customer with a list of Open Source Components upon Customer's request.

2. FEES; PAYMENT

a. **Fees; Payment.** Customer shall pay Danswer the applicable fees as set forth in each Order Form (the "**Fees**"). Unless otherwise specified in an applicable Order Form, payments will be due within thirty (30) days of invoice. Except as otherwise provided in this Agreement or Order Form, all Fees paid are non-refundable, non-cancellable and are not subject to set-off.

b. **Past Due Invoices.** Past due invoices are subject to interest on any outstanding balance of the lesser of 3% per month or the maximum amount permitted by law. In the event Customer in good faith disputes any Fees due under any invoice issued by Danswer, Customer shall pay the undisputed amount, and the parties shall use diligent efforts to resolve any such dispute. Danswer will also be entitled to recover from Customer the costs and expenses incurred in connection with collecting any undisputed Fees (including without limitation costs of investigation, collection agency, court, and attorneys' fees).

c. **Taxes.** All payments, Fees, and any other charges payable by Customer to Danswer under this Agreement are exclusive of all local, state, federal and foreign taxes, levies, and duties of any nature, including sales, goods and services, value added, property, excise, withholding and use taxes (collectively, "**Taxes**"). Customer shall bear, and is responsible for paying, all Taxes imposed on Customer or Danswer arising out of this Agreement, excluding any tax based on Danswer's net income, unless



Customer provides Danswer with a valid tax exemption certificate authorized by the appropriate taxing authority.

d. Resellers and Payment Processors. Customer may elect to purchase certain Service(s) through a reseller authorized by Danswer to resell the Service ("**Reseller**") or elect to pay for the Service through a third party that processes Customer's payments (each a "**Payment Processor**"). Customer's obligation for payment to, and relationship with, such Reseller or Payment Processor is between Customer and such Reseller or Payment Processor and is governed by the Customer's agreement with such Reseller or Payment Processor. If Customer elects to use a Reseller or Payment Processor in connection with the Service, Customer acknowledges and agrees that information about Customer, this Agreement and any Order Forms may be disclosed to such Reseller or Payment Processor.

3. INTELLECTUAL PROPERTY; DATA; CONFIDENTIALITY

a. Customer Materials. Customer shall retain all right, title and interest in and to the Customer Materials, including all intellectual property rights therein. Customer, not Danswer, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Materials. "**Customer Materials**" shall include all data, information or other material provided, uploaded, or submitted by Customer to the Software. The parties do not contemplate Customer sharing any Customer Materials with Danswer.

b. Inputs/Outputs. Customer may provide input to be processed by the AI-enabled functionality of the Software ("**Input**") and will receive output generated and returned by such AI-enabled functionality ("**Output**"). Customer represents and warrants that it has obtained all necessary rights, approvals, and consents for its use of Input. For purposes of this Agreement and as between the parties, Input and Output are both deemed Customer Materials (and Customer shall retain all ownership of such Customer Materials, as permitted under applicable law). Notwithstanding anything else, Customer acknowledges and agrees that (i) the Software may generate the same, or similar, output for Danswer or other third-party end users and (ii) Customer has no claim of right, title, or interest against Danswer or its third-party end users arising from or related to any such output.

c. Danswer Intellectual Property. As between the parties, Danswer retains all right, title, and interest in and to the Software, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Danswer for the purposes of this Agreement, including any copies and derivative works of the foregoing. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

d. Implementations. As part of the Software, Danswer may provide implementation services and develop and deliver to Customer deliverables or work product (including, without limitation, modifications, implementations or customizations of the Software) (collectively, "**Implementations**"). As between the parties, Danswer retains all rights, title and interest (including all intellectual property rights) in and to the Implementations. Customer acknowledges and agrees that the Implementations shall not be deemed a "work-for-hire" and will not be assigned to or owned by Customer. Notwithstanding the foregoing, during the Term and subject to Customer's full compliance with this Agreement and Danswer's Documentation, Customer may use the Implementations in connection with the Software (and for no other reason).

e. Feedback. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Danswer with respect to the Software ("**Feedback**"). Feedback shall not create any confidentiality obligation for Danswer and Danswer may freely use and exploit such Feedback. Customer hereby assigns and agrees to assign to Danswer all right, title and interest in and to such Feedback, including any Intellectual Property Rights therein, and acknowledges and agrees that Danswer is free to use such Feedback in any manner, including by implementing such Feedback in the Software without compensation or other obligation to Customer, and without any attribution to Customer. Feedback shall not include any Customer Materials.



f. **Aggregated Statistics Use Rights.** Customer agrees to provide automated reports of Software usage to Danswer at Danswer's request. Customer acknowledges and agrees that Danswer may also conduct periodic audits related to Customers' usage of the Software and agrees to permit Danswer to collect Software usage analytics and performance data on a continual basis for the purposes of providing support and Software improvements, verifying license compliance, ensuring application health and billing ("**Software Usage Data**"). Notwithstanding anything else to the contrary, Customer acknowledges and agrees that, Danswer may also, in accordance with applicable data privacy laws, monitor Customer's use of the Software and may track and compile data and information related to such use, as long as such data is aggregated and anonymized, including, without limitation, statistical and performance information related to the provision and operation of the Software ("**Aggregated Statistics**"). As between Danswer and Customer, the Aggregated Statistics and Software Usage Data, and all intellectual property rights therein or relating thereto are and shall remain the exclusive property of Danswer. Danswer may, without limitation, (a) make such Aggregated Statistics publicly available, (b) use the Aggregated Statistics to the extent and in the manner required by applicable law or regulation, and (c) use the Aggregated Statistics to maintain, optimize and improve the Software, to develop, improve, or offer other Software, or to otherwise operate Danswer's business, provided that such Aggregated Statistics does not identify Customer. Danswer will not use Inputs or Outputs as inputs to train any AI-model (including any Third-Party LLM), however Danswer may manually review Outputs produced by the Software against the Inputs and the underlying data from which the Output was made to build, train, and improve the accuracy of our automated methods of processing.

g. **Privacy.** Any exchange of personal data for the purposes of marketing and supporting between Customer and Danswer will be governed in accordance with Danswer's current privacy policy, which is available at <https://www.onyx.app/legal/privacy-policy>.

h. **Confidentiality.** The terms of this Agreement (but not the existence of this Agreement) shall be regarded as confidential. Such terms shall not be disclosed, except (i) with the prior written consent of the other Party; (ii) as may be required under applicable law, regulation or order of a governmental authority of competent jurisdiction; (iii) during the course of litigation so long as the disclosure of such terms and conditions is subject to the same restrictions as is the Confidential Information (as defined below) of the other litigating Party; or (iv) in confidence to a Party's board of directors, its senior officers, accountants, tax advisors, auditors and attorneys for the sole purpose of seeking professional services, and to others with a need to know in order to implement the terms of this Agreement provided that the recipients are obligated to maintain the confidentiality of the terms of this Agreement. Each Party agrees to use the other Party's Confidential Information only as authorized in this Agreement. "Confidential Information" means all non-public, confidential, or proprietary information of a Party, including, but not limited to, specifications, documents, data, and pricing, disclosed by a Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Each of the Parties agrees to hold all of the other Party's Confidential Information in confidence (using at least a commercially reasonable degree of care to prevent its unauthorized disclosure and use), to use it only in connection with performance under this Agreement and to release it only to persons requiring access thereto for such performance, or as may otherwise be required by law. Confidential Information shall not include information that was (a) in the public domain at the time of disclosure; (b) already known to the recipient Party at the time of disclosure; or (c) rightfully obtained by a Party on a non-confidential basis from a third party.

4. **TERM; TERMINATION**

a. **Term.** Unless earlier terminated as provided in this Agreement, this Agreement shall begin on the date of the first Order Form and end as of the expiration of the last active Order Form. For each Order Form, unless otherwise provided therein, the term of such Order Form shall begin as of the date of such Order Form and shall continue until the end of the term set forth in such Order Form, and shall renew for



successive one (1) year periods unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

b. Termination. Either party may terminate this Agreement for the other party's material breach that remains uncured thirty (30) days after the terminating party provides the breaching party notice of such breach. Without limiting the foregoing, Danswer may suspend Customer's access to the Software if Customer's account is more than sixty (60) days past due.

c. Effects of Termination. Upon termination or expiration of this Agreement and any Order Form, all licenses or rights granted to Customer hereunder shall terminate and Customer shall not use the Software, and Danswer shall have no further obligation to provide the Software or support. Customer shall promptly uninstall and delete all Software. All provisions of this Agreement that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

5. INDEMNIFICATION

a. Indemnity. Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, Customer's modification of the Software infringes, violates, or misappropriates any third party intellectual property or proprietary right or violates any applicable law, or (ii) in the case of Danswer as Indemnitor, the Software infringes, violates, or misappropriates any third party intellectual property or proprietary right enforceable in a jurisdiction that is signatory to the Berne Convention.

b. Exclusions. The foregoing obligations of Danswer do not apply with respect to the Software or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created by Danswer (including without limitation any Customer Materials), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Danswer, (iv) combined with other products, processes or materials not provided by Danswer (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) Customer's use of the Software is not strictly in accordance herewith or (vii) products for which Danswer is not the licensor.

c. Procedures. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense).

d. Exclusive Remedy. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for relevant claims as described in this section.

6. WARRANTIES; DISCLAIMER

a. Warranties. Danswer represents and warrants: (i) it has the authority to enter into this Agreement, (ii) the Software will conform in all material respects to the applicable Documentation during the first three (3) months of this Agreement, provided the Software is used in accordance with the Documentation and



the terms of this Agreement, (iii) the services shall be provided in a professional and workmanlike manner by qualified personnel; and (iv) it will use commercial industry standard methods designed to ensure the Software do not include any computer code or other instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof. Notwithstanding any provision of this Agreement to the contrary, Danswer shall not have any obligation under this section 7.a.ii to the extent a nonconformity of the Software is the result of (a) the Software having been modified, repaired, or reworked by any party other than Danswer or a third party on behalf of Danswer, (b) any use of the Software in conjunction with another product or service not recommended in the Documentation, (c) any damage to the Software beyond Danswer's reasonable control, or (d) any use of or access to the Software not in conformance with the Documentation. The limited warranty set forth in this section does not apply, and is fully excluded, in cases of trial use of the Software.

b. **Remedy.** If the Software does not conform to the warranty as provided in Section 7.a.ii during the applicable warranty period, Danswer will, as its sole and exclusive obligation and as Customer's sole and exclusive remedy for breach of this warranty, at Danswer's election (i) use commercially reasonable efforts to correct such nonconformity provided the non-conformance can be recreated by Danswer or (ii) replace the nonconforming Software or (iii) if Danswer is unable to accomplish either of the foregoing in a commercially reasonable amount of time, Danswer may terminate the Order Form for the affected Software and Customer shall be entitled to a pro-rata refund of the Fees paid corresponding to the period of discontinuation of the affected Software upon receipt of a letter from Customer certifying de-installation of the nonconforming Software. Customer shall notify Danswer in writing, specifically describing the non-conformity of the Software within the warranty period and Danswer shall verify the existence of such non-conformity before Danswer proceeds as set forth in this Section.

c. **General.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. FURTHER, DANSWER DOES NOT WARRANT RESULTS OF USE OR THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

d. **AI Features.** CUSTOMER ACKNOWLEDGES AND AGREES THAT AI-ENABLED FEATURES IN THE SOFTWARE MAY GENERATE UNRELIABLE, INSECURE, INACCURATE, OR OFFENSIVE OUTPUT. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) IT WILL EVALUATE ALL OUTPUT BEFORE RELYING ON OR OTHERWISE USING OUTPUT; (II) IT IS RESPONSIBLE FOR ENSURING ANY OUTPUT INCORPORATED INTO CUSTOMER INTELLECTUAL PROPERTY COMPLIES WITH THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS; AND (III) SUCH AI-ENABLED FEATURES ARE NOT DESIGNED FOR OR INTENDED TO BE USED FOR MEETING CUSTOMER'S COMPLIANCE WITH APPLICABLE LAWS OR REGULATORY OBLIGATIONS.

7. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY ANY UNDISPUTED FEES, THE PARTIES' INDEMNIFICATION OBLIGATIONS OR FOR CUSTOMER'S BREACH OF THE SECTION ENTITLED "RESTRICTIONS," IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SOFTWARE, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SOFTWARE



(HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO DANSWER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

8. **NOTICE.** All notices under this Agreement will be in writing and (a) for notices to Danswer to 2175 Market St, C303, San Francisco, CA 94114 (with a copy to founders@onyx.app) and (b) for notices to Customer, to the address or email address set forth in the applicable Order Form, or in each case, at such other address as may be given in writing by either party to the other in accordance with this sentence, and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

9. MISCELLANEOUS

a. **Publicity.** Customer agrees to allow Danswer to use and display Customer's name and logo on Danswer's website and in Danswer's promotional materials to identify Customer as a customer, subject to Customer's trademark guidelines. Customer may opt out at any time by emailing founders@onyx.app.

b. **Audit.** Danswer shall have the right (at its expense, upon five (5) business days' notice) to inspect or have its agent inspect, audit, and make copies of the books and records of Customer and its affiliates to verify Customer's compliance with its obligations hereunder. If during an audit Danswer discovers a deficiency in payment during any payment period, then such deficiency shall be paid by Customer to Danswer immediately. If such deficiency is greater than five percent (5%) of the amount payable during such payment period, then the costs of such audit shall be borne by Customer.

c. **Export Controls.** Customer may not provide to any person or export or re-export or allow the export or re-export of the Software or any software or anything related thereto or any direct product thereof (collectively "**Controlled Subject Matter**"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer covenants and warrants that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo, as they may be updated from time to time, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

d. **Governing Law; Arbitration.**

i. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) and the Uniform Computer Information Transactions Act (UCITA) are specifically disclaimed in their entirety.

ii. Any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco, California under the rules of JAMS; in front of one (1) arbitrator. The decision of the arbitrator will be enforceable in any court. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

iii. **Exceptions to Arbitration Agreement.** Customer and Danswer each agree that the any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights are exceptions to arbitration and will be brought in a judicial proceeding in a court of competent jurisdiction.



iv. Prior to initiating an arbitration, Customer and Danswer each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. If after a good faith effort to negotiate, one party feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration.

e. Waiver of Jury Trial and Class Action Waiver. CUSTOMER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. CUSTOMER AND DANSWER EACH AGREE THAT ANY SUIT, PROCEEDING, OR OTHER ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

f. Limitation of Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has been or reasonably should have been discovered, except in the case of an action for nonpayment by Customer.

g. Entire Agreement. This Agreement represents the entire agreement between Customer and Danswer with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Danswer with respect thereto. The terms on any purchase order, confirmation, or similar document submitted by Customer to Danswer will have no effect and are hereby rejected. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of the Order Form shall govern.

h. Amendment; Waiver. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

i. Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; pandemics; epidemics; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military.

j. Assignment. Customer may not assign any of its rights or obligations under this Agreement without Danswer's consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

k. Enforceability. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.

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