PARALLEL WEB SYSTEMS INC.

CUSTOMER TERMS AND CONDITIONS

These Customer Terms and Conditions (the "**Agreement**") set forth the terms and conditions between Customer (as defined in the paragraph below) and Parallel Web Systems Inc., a Delaware corporation with offices located 735 Emerson Street, Palo Alto, CA, 94301 ("**Parallel**") which govern Customer's access and use of the Services. Parallel and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

By accessing or using the Parallel Services, placing an Order Form for the Services, or clicking a box indicating your acceptance of this Agreement, you are creating a legally binding and enforceable contract where you, together with the entity specified in the applicable Order Form or for which you use the Services (including its Affiliates, collectively, "**Customer**"), agree to be bound by all the terms and conditions of this Agreement. You represent and warrant that you have the authority to accept this Agreement on behalf of the Customer. If you do not have the authority to act on behalf of the Customer, or you do not, or Customer does not, agree to all the terms and conditions of this Agreement, you and the Customer are prohibited from using the Services. If these terms and conditions of this Agreement are considered an offer, acceptance is expressly limited to these terms.

1. Definitions. Words denoting the singular include the plural and vice versa.

"**Affiliate**" means with respect to a person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with that person or entity. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the power to direct the management and policies of an entity by contract or otherwise.

"**Authorized Users**" means any person or entity who accesses and uses the Parallel Services through a Customer Application. Authorized User may include Customer's Affiliates, its employees, consultants, customers, agents, end user, or any other person authorized by Customer to access and use the Parallel Services under the license granted hereunder.

"**Customer Application**" means the Customer's applications, products, or services that connect or integrate with the Parallel API(s) or otherwise interact with the Parallel Services.

"**Customer Input"** means information, data, and other content that an Authorized User or Customer submits or inputs into the Parallel Services to be processed, including but not limited to prompts, queries or other instructions used to instruct the Parallel Services.

"**Customer Output**" means the output generated and returned by the Services to Authorized Users in response to the Customer Input.

"**Customer Content**" means Customer Inputs and Customer Outputs.

"**Documentation**" means Parallel's user manuals, acceptable use policy, data protection, integration, and guides relating to the Services that Parallel makes generally available to Customer.

"**Intellectual Property" or "IP**" means any and all of the following rights in any jurisdiction throughout the world, whether registered or unregistered, including all rights in and to: (a) patents and patent applications (including continuations, continuations-in-part, divisionals, provisionals, reissues, reexaminations, and renewals); (b) inventions, discovery rights, and industrial designs; (c) copyrights and works of authorship (including moral rights, to the extent recognized); (d) trade secrets and rights in

confidential information; (e) trademarks, service marks, trade names, logos, domain names, trade dress, and goodwill; (f) database rights; and (g) the right to sue and recover damages, profits, and other remedies for past, present, and future infringement, misappropriation, dilution, or other violation of any of the foregoing; and (h) all other similar or equivalent rights and all applications, registrations, extensions, and renewals of any of the foregoing.

"**Order Form**" means an order for the Services that is either (i) mutually executed by the Parties that references this Agreement and sets forth a description of the Parallel Services, applicable fees or pricing, the Services Period, and/or the term, or (ii) placed through a Third-Party Marketplace pursuant to the Third-Party Marketplace Agreement.

"**Parallel Services**" or "**Services**" means the Parallel-branded services, application programming interfaces (the "Parallel APIs"), and Parallel's processor services (the "Parallel Processors") owned, operated, distributed or authorized to be distributed by Parallel or its Affiliates, provided by Parallel either directly or via a Third-Party Marketplace.

"**Services Period**" means the term as set forth in the applicable Order Form, unless earlier terminated in accordance with this Agreement or such Order Form.

"**Third-Party Marketplace**" means a third-party marketplace or platform authorized by Parallel to offer, sell, or otherwise distribute the Services to customers.

"**Third-Party Marketplace Agreement**" means any and all terms and conditions between Customer and the applicable provider of the third-party marketplace through which Customer purchases the Service and/or receives access to the Service, which govern Customer's access to and use of such Third-Party Marketplace and any products and services made available through such Third-Party Marketplace.

2. Parallel Services.

a) **Provision of Parallel Services**. Subject to the terms and conditions of this Agreement, Parallel will operate and make the Parallel Services available, either directly or via a Third-Party Marketplace, to Customer for the applicable Service Period and as set forth in the applicable Order Form.

b) **Third Party Services**. Customer acknowledges that the Parallel Services may incorporate or rely upon third-party technologies, including third party AI models.

c) **Updates to the Parallel Services**. Parallel may, from time to time update, enhance, modify, or discontinue features of the Parallel Services, including the Parallel APIs and/or Parallel Processors. To the extent feasible, Parallel agrees to use commercially reasonable efforts to provide notice for material changes to the Parallel Services.

3. License; Restrictions.

a) **License to Parallel Services**. Subject to Customer's compliance with this Agreement, including payment of applicable fees, Parallel grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable (except as provided herein) license, during the Services Period to: (i) access and use the Parallel Services; and (ii) use the Parallel API to integrate the Parallel Services into Customer Application(s) and to make the Customer Application(s) available to its Authorized Users, in each case, in accordance with this Agreement and the Documentation.

b) **Limitations**. For the avoidance of doubt, Customer may permit its Authorized Users to access and use the Parallel Services solely as integrated into or as part of a Customer Application. No other sub-licensing or distribution rights are granted to the Customer for the Parallel Services.

c) **Use Restrictions**. Customer and its Authorized Users shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, systems, AI/ML models, Documentation, or data related to the Parallel Services ("**Software**"), provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law; (ii) copy, modify, translate, or create derivative works of the Parallel Services or Software, in whole or in part; (iii) use, resell, or otherwise exploit the Parallel Services, Software, or Customer Outputs except as expressly permitted under Section 3, or in a way that violates applicable laws or infringes third party rights; (iv) use the Parallel Services or any Customer Output to create any products or services competitive with the Parallel Services; (v) use or permit the use of any tools in order to probe, scan or attempt to penetrate the Parallel Services; (vi) create or provide to any third party access or make copies of Documentation or the Parallel Services or the results of any benchmark tests or other evaluation of the Parallel Services without Parallel's prior written consent; (vii) use any method (whether through use of manual or automated means) to harvest, scrape, or extract data from the Parallel Services, other than as permitted through the Parallel APIs; (viii) interfere with or disrupt the Parallel Services, including to circumvent any restrictions or bypass any protective measures or safety mitigations for the Parallel Services; or (ix) permit any Authorized User or third party to do any of the foregoing. Customer will use reasonable efforts to prevent any unauthorized use of the Parallel Services or the Software, and will promptly notify Parallel of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such unauthorized use.

4. Customer Responsibilities.

a) **General**. Customer is solely responsible and liable for all uses of the Parallel Services and Customer Outputs, including all acts and omissions of Authorized Users. Customer shall ensure all Authorized Users are bound by written terms and conditions containing provisions that are at least as protective of Parallel and the Parallel Services as this Agreement, including with respect to use restrictions and high-risk use limitations. Customer shall not permit any Authorized User to access or use the Parallel Services unless such Authorized User has agreed to applicable written terms consistent with this Agreement. Customer is solely responsible for maintaining the Customer Application and its systems in a manner that ensures continued interoperability and functionality with the Parallel Services. Parallel assumes no responsibility for any damages incurred by Customer or its Authorized Users due to Customer or an Authorized User's use of IT systems, which do not comply with up-to-date standards or technical devices or computers being infected by viruses, worms, Trojan horses, or other malware except where such infection is directly tied to the Parallel Services itself as delivered by Parallel to Customer. Customer acknowledges that any failure of the Customer Application or its integrations shall not relieve Customer of its payment obligations under this Agreement. To the extent any issues, errors, or disruptions arise from the Customer Application or its integration with the Parallel Services, Customer shall promptly correct such issues at its own expense, and all Fees shall continue to accrue and remain payable notwithstanding such issues.

b) **Customer Content**. Customer is solely responsible for the accuracy, completeness, quality and legality of the Customer Inputs, including complying with all applicable laws, rules or regulations and having all rights and permissions required to submit Customer Inputs to the Parallel Services. Customer acknowledges that Customer Outputs are generated through artificial intelligence and machine learning processes and Parallel does not review, test, verify, endorse, or guarantee Customer Outputs to be accurate, complete or current. Customer and Authorized Users should independently review Customer Outputs and determine their suitability for any intended use. Parallel is not responsible for Customer Content or for errors in Customer Outputs resulting from Customer Inputs.

c) **Acceptable Use Policy**. Customer shall use the Parallel Services in accordance with Parallel's Acceptable Use Policy ("**AUP**"), which is hereby incorporated by reference into this Agreement. The current version of the AUP is available at: https://parallel.ai/acceptable-use-policy. Parallel may update the AUP from time to time upon reasonable notice (including by posting an updated version at the URL above). Continued use of the Services following such updates constitutes acceptance of the revised AUP.

d) **Prohibited Conduct**. Customer shall not engage in illegal, dangerous, or high-risk activities, or otherwise violate applicable laws or regulations in connection with the use of the Parallel Services and/or Customer Outputs. Without limiting the foregoing, in the event Customer uses the Parallel Services and/or the Customer Outputs to make automated decisions without human oversight that have a significant adverse impact on individual rights in high-risk areas such as employment, healthcare, finance, legal, housing, insurance or social benefits, such use shall be solely at Customer's own risk.

e) **Customer-Configured Integrations**. Customer may configure the Parallel Services to integrate with third-party services, tools, or protocols, including MCP servers and browser automation services ("**Customer Integrations**"). Customer is solely responsible for (i) procuring all rights necessary to access Customer Integrations, (ii) complying with third-party terms, and (iii) the configuration, use and consequences of Customer Integrations. Parallel makes no representations or warranties and has no liability with respect to Customer Integrations.

5. Ordering Process; Order Forms.

a) Direct Purchase. If Customer purchases the Services directly from Parallel, this Section 5(a)(i) applies. Any order submitted by Customer shall be subject to Parallel's acceptance, in its sole discretion, in writing. Each order shall be documented in an Order Form, which, once mutually executed by the Parties, shall be incorporated into and governed by this Agreement. Order Forms may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

b) Third-Party Marketplace. If Customer purchases the Services through a Third-Party Marketplace, this Section 5(a)(ii) applies. Any order submitted by Customer shall be subject to the applicable Third-Party Marketplace Agreement. Each Order Form, once successfully placed through a Third-Party Marketplace, shall be incorporated into and subject to the terms and conditions of this Agreement. Customer acknowledges and agrees that Customer's access or use of the Third-Party Marketplace are governed by, and Customer shall comply with, any applicable Third-Party Marketplace Agreement, and Parallel is not responsible for Customer's use of the Third-Party Marketplace (including any data exchange or other interactions).

c) In the event of any inconsistency or conflict between this Agreement and an Order Form, Exhibit, or other attachment, the terms of this Agreement shall control unless the Order Form, Exhibit or other attachment expressly states that it modifies specific provisions of this Agreement by referencing the applicable sections.

6. Fees; Billing, Payment and Taxes.

a) **Fees**.

(i) Direct Purchase. If Customer purchases the Services directly from Parallel, this Section 6(a)(i) applies. Customer shall pay Parallel the fees ("Fees") charged to Customer's account according to the prices and terms set forth in the applicable Order Form (including any pricing exhibit attached thereto), or an Order Form renewal, in each case without offset or deduction. The applicable Fee(s) for the Parallel Processor and other Parallel Services ordered by Customer will be presented to Customer prior to Customer's confirmation of the purchase of the applicable Parallel Services through Parallel's online platform. Parallel reserves the right, in its sole discretion, to update its published pricing page for the Parallel Services (the "**Pricing Page**"). Price changes on the Pricing Page will be effective immediately for all price decreases or changes made for legal reasons. All other price changes will be effective 14 days after they are posted. Customer acknowledges that Parallel will charge Customer the Fees for the Parallel Services based on the usage calculated by Parallel.

(ii) Third-Party Marketplace. If Customer purchases the Services through a Third-Party Marketplace, this Section 6 (other than this Subsection 6(a)(ii)) does not apply. Customer shall remit to the third-party provider of the Third-Party Marketplace all the payments due to Parallel ("**Fees**") according to the prices and terms made available via the applicable Third-Party Marketplace, without offset or deduction. Any invoicing and payment disputes between Customer and the third-party provider of the Third-Party Marketplace is solely between Customer and such third-party provider of the Third-Party Marketplace and

is governed by such third party's terms and conditions.

b) **Billing and Payment.** Parallel uses a third-party payment processor (the "**Payment Processor**") to bill Customer through a payment account linked to the Customer's account (the "**Billing Account**"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to the terms of this Agreement. Customer shall make all payments in US dollars when charged or when otherwise due as set forth in the Order Form. Except as expressly set forth in this Agreement or the applicable Order Form, all payments are non-cancellable and all payments are non-refundable. If Customer fails to make any payment when due, without limiting Parallel's other rights and remedies: (i) Customer shall reimburse Parallel for all costs incurred by Parallel in collecting any late payments, including attorneys' fees, court costs, and collection agency fees; and (ii) if such failure continues for five (5) days or more, Parallel may suspend Customer's and its Authorized Users' access to any portion or all of the Parallel Services until such amounts are paid in full.

c) **Pre-Paid Credits**. Customer hereby authorizes Parallel, through the Payment Processor, to charge Customer's Billing Account for the Fees, the purchase of prepaid usage credits ("**Credits**"), any automatic replenishment of Credits, and any usage based Fees incurred in excess of purchased or committed Credits, in each case as set forth in the applicable Order Form. Customer may purchase Credits on a pay-as-you-go basis or pursuant to a prepaid commitment set forth in an Order Form. Unless otherwise specified in the Order Form, Credits are consumed on a per-use basis as Customers use the Parallel Services. If Customer's available Credits are depleted, Customer authorizes Parallel to automatically replenish Credits (the "**Auto-Reload**") using the Billing Account in accordance with Customer's account settings. Customer is responsible for all Auto-Reload charges incurred prior to cancellation, and may disable Auto-Reload at any time through the account settings. To the extent Customer has entered into an Order Form with a prepaid commitment, such commitment represents a prepayment for Credits to be used during the applicable term. Customer's usage may exceed such prepaid commitment, in which case Customer authorizes Parallel to charge the Billing Account for such excess usage at the rates set forth in the Order Form.

d) **Dispute**. In the event Customer disputes, in good faith, any portion of an invoice or a usage calculation, Customer shall provide written notice to Parallel specifically identifying and documenting the disputed invoice or usage calculation page within thirty (30) days from the date of such invoice and shall remit payment for all undisputed portions of such invoice in accordance with the payment terms set forth herein. The Parties shall use commercially reasonable efforts to resolve any such dispute within thirty (30) days following Parallel's receipt of Customer's notice. In the event the parties fail to resolve such a dispute within the aforementioned thirty (30) day period, either party may pursue any remedies available to it under this Agreement, at law, or in equity. Notwithstanding the foregoing, Customer's failure to dispute an invoice within the timeframe specified herein shall constitute Customer's acceptance of such invoice in its entirety. If Customer purchases the Services through a Third-Party Marketplace, whether the provider of such Third-Party Marketplace acts as a payment agent, merchant of record, or otherwise, Parallel reserves the right to correct any errors in any invoice issued by such provider to the Customer within thirty (30) days of applicable invoices date.

e) **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Parallel's income.

7. Intellectual Property.

a) **Parallel IP**. As between the Parties, Parallel retains all right, title and interest (including all intellectual property rights) in and to the Parallel Services (including the underlying infrastructures, systems, algorithms, source code, datasets), as well as any modifications, changes, or derivative works based on or related to any of the foregoing, except for the limited license granted to Customer to access and use the Parallel Services in accordance with Section 3(a).

b) **Customer Content**. As between the Parties, Customer retains all right, title and interest (including all intellectual property rights) in and to the Customer Content, except that Parallel may use, copy, reproduce, distribute, and make derivative works of Customer Content solely for the purposes of providing the Parallel Services under this Agreement, or as necessary to comply with applicable laws. **Parallel will not use Customer Content to train foundation or general purpose large language models.** For clarity, the foregoing does not restrict Parallel from processing Customer Content to operate, rank, retrieve, route, cache, evaluate, develop, improve, provide, and secure the Parallel Services (including for abuse, fraud, and safety detection), in each case solely to provide the Parallel Services and not to train or develop foundational large language models for general availability to third parties.

c) **Reservation of Rights**. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Parallel IP.

8. Similarity of Output. Customer acknowledges that due to the nature of the Parallel Services and artificial intelligence generally, the Customer Outputs may not be unique and other customers may receive similar data or outputs from the Services, and that nothing hereunder prevents or restricts Parallel from developing and providing its products and services to other customers without use of any Customer Input.

9. Usage Data. By using the Parallel Services, Customer acknowledges that Parallel shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Parallel Services and related systems and technologies (including, without limitation, session data, metadata, technical, usage, and diagnostic related information about Customer's use of the Parallel Services, collectively, "**Usage Data**"). Customer agrees that Parallel has the right (during and after the Term) to freely (i) use the Usage Data for operational, development, diagnostic, analytical, and improvement purposes, and (ii) disclose the Usage Data solely in aggregated and/or de-identified form in connection with its business. Customer acknowledges and consents to Parallel's receipt of Usage Data with respect to the Services from the third-party provider of the Third-Party Marketplace (if applicable). For clarity, Usage Data does not and will not include any Customer Content.

10. Service Levels; Support. Parallel will provide service levels and support for the Services in accordance with Parallel's Support Plan available at https://parallel.ai/legal/support-plan (the "**Support Plan**"), which is hereby incorporated into and made a part of this Agreement. By accessing or using the Services, Customer agrees to the Support Plan. The service credits set forth in the Support Plan are Customer's sole and exclusive remedy for any failure by Parallel to meet the service availability commitment described therein.

11. Data Loss. Customer acknowledges that the Parallel Services do not guarantee the retention, storage, or recoverability of any Customer Inputs, search queries, or Customer Outputs. Customer further understands and agrees that, once submitted or generated, such data may not be retrievable, restorable, or reproducible by Parallel. Parallel shall have no obligation to store, back up, or provide access to any Customer Inputs, search history, or Customer Outputs, and expressly disclaims any liability for the loss, deletion, corruption, or inability to recover any such data, regardless of cause. Customer is solely responsible for maintaining copies of any Customer Inputs and Customer Outputs to the extent Customer requires their retention or future use.

12. Data Protection. Parallel will maintain commercially reasonable administrative, physical and technical safeguards for the Parallel Services designed to protect against accidental or unauthorized access, use, alteration or disclosure of Customer Content properly uploaded to the Parallel Services and processed or stored on a server and/or computer network owned and directly controlled by Parallel for the Parallel Services. Parallel will process any "personal data" or "personal information" as defined under applicable data protection laws ("**Personal Data**") pursuant to the Data Processing Addendum executed by the Parties, which is incorporated into this Agreement by reference. Customer shall provide legally adequate privacy notices and obtain necessary consents for the processing of Personal Data by the Parallel Services,

and shall process Personal Data to the extent required by, and in accordance with, applicable privacy and data protection laws.

13. Confidential Information. From time to time during the Term, one Party may disclose or make available ("**Disclosing Party**") to the other Party ("**Receiving Party**") information about its business affairs, including technical and non-technical information such as information about products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Notwithstanding anything to the contrary, Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to the public without breach of this Section by the Receiving Party; (b) was or is known to the Receiving Party without confidentiality restrictions at the time of disclosure; (c) was or is rightfully obtained by the Receiving Party without confidentiality restrictions from a third party; or (d) was independently developed by the Receiving Party. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, consultants, or contractors who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder. The Receiving Party will use the Disclosing Party's Confidential Information only to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. If Customer or any of its employees or contractors sends or transmits any communications or materials to Parallel suggesting or recommending changes to the Parallel IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Parallel is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14. Representations and Warranties; Disclaimers.

a) **Mutual Warranty**. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has full power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; and (iii) the execution of this Agreement by such Party, and its performance of its obligations and duties hereunder do not and will not violate any other agreement to which such Party is a party or by which such Party is otherwise bound.

b) **Parallel Warranty**. Parallel warrants that (i) it will not knowingly include, in any Software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally 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, including its security or user data; and (ii) it will provide the support services under this Agreement in a professional and workmanlike manner.

c) **DISCLAIMERS**. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14 (b), THE PARALLEL SERVICES AND CUSTOMER OUTPUTS ARE PROVIDED "AS IS" AND PARALLEL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PARALLEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(b), PARALLEL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND (A) WITH RESPECT TO THIRD PARTY SERVICES, OR (B) THAT THE PARALLEL SERVICES, CUSTOMER OUTPUTS , OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AUTHORIZED USERS, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

15. Indemnification.

a) **Customer Indemnification**. Subject to Section 15(c) below, Customer shall indemnify, hold harmless, and, at Parallel's option, defend Parallel from and against any liabilities, damages, losses, costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding related to (i) Customer Input, Customer Application (including use thereof), Customer Integration, or any use of the Customer Output in combination with components not furnished by Parallel; (ii) Customer's violation of the license and restrictions on use set forth in Sections 3 (License) and 4 (Customer Responsibilities); or (iii) Customer's or any Authorized User's gross negligence or willful misconduct.

b) **Parallel Indemnification**. Subject to Section 15(c) below and the limitations in this Section 15(b), Parallel will indemnify, hold harmless and defend Customer against any non-Affiliate third-party claim, suit, action, or proceeding resulting from: (i) Parallel's gross negligence or willful misconduct, or (ii) any allegation that the Software and Parallel Services (but excluding Customer Outputs provided by the Services), infringes or misappropriates that third party's intellectual property rights, and will be responsible for any liabilities, damages, losses, costs (including reasonable attorney's fees) payable by Customer to any non-Affiliate third parties that result from such claims, as awarded by a final decision from court of competent jurisdiction or agreed to by Parallel in a written settlement. Parallel will have no obligations or liability under this Section 15(b) with respect to any claim: (A) arising from Customer Input, Customer Application, or Customer Integration; (B) arising from any Third Party Services, or any portions or components of the Parallel Services or Customer Application not created, provided, or authorized by Parallel or modified by Customer or anyone other than Parallel, or resulting in whole or in part in accordance with Customer requirements or instructions; (C) if Customer interferes with or fails to enable available filters and other tools, or disregards instructions made available for the Parallel Services; (D) if the use of the Parallel Services breaches the Agreement and such breach causes the third party claim; (E) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (F) with respect to portions or components of the Parallel Services combined with other components, including products, processes or materials where the alleged infringement is to the extent caused by such combination. or (G) relating to a Customer Output where: (1) Customer creates or uses such Customer Output that it knew or should have known may infringe or misappropriate another party's intellectual property rights, (2) Customer (through the Services or not) disregards, disables, modifies, or circumvents source citations, attributions, filters, instructions, or other tools available through the Services to help Customer create or use Customer Output responsibly, (3) Customer uses such Customer Output after receiving notice of an infringement claim from the rightsholder or its authorized agent, (4) the allegation is based on a trademark-related right or a patent right as a result of use of such Customer Output, or (5) any Customer Input or any Other Application, alone or in combination with Customer Output, infringes or misappropriates another party's intellectual property rights, or Customer otherwise does not have the necessary rights to the Customer Input or any Other Application. "Other Application" means any application, application programming interface, product, or service not offered by Parallel that integrate or otherwise interact with the Services, including, without limitation, Customer Application.

c) **Indemnification Procedures**. The obligations under this Section 15 will apply only if the Party seeking defense or indemnity: (a) gives the other Party prompt written notice of the claim; (b) permits the other Party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other Party (at the other Party's expense) in the defense and settlement of the claim, including, in the case of any claim covered by Section 15(b), Customer shall retain and provide sufficient records to the extent necessary for Parallel to evaluate the eligibility for any claim under Section 15(b). The indemnifying Party will not be liable for any settlement that it does not approve, which approval will not be unreasonably withheld.

d) **Mitigation.** If the Software or Parallel Services become, or in Parallel's opinion are likely to become, the subject of an infringement or misappropriation claim, Parallel may, at its option and expense: (1) procure for Customer the right to continue using the Software or Parallel Services; (2) modify or replace the affected Software or Parallel Services to be non-infringing without materially reducing their functionality; (3) direct Customer to suspend or discontinue use of the affected Software or Parallel Services, in whole or in part, and Customer shall promptly comply with any such direction; or (4) if none of the foregoing is commercially practicable, terminate the affected Order Form upon written notice.

THIS SECTION 15 SETS FORTH EACH PARTY'S SOLE OBLIGATION AND ENTIRE LIABILITIES AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION WITH RESPECT TO ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Limitations of Liability.

a) **Indirect Liabilities**. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

b) **Direct Liability**. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE EXCEED THE LESSER OF (A) TOTAL AMOUNTS PAYABLE TO PARALLEL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) $100,000.

c) **EXCLUSIONS**. THE FOREGOING LIMITATIONS IN THIS SECTION 16 SHALL NOT APPLY TO (A) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) PARALLEL'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15(b)(ii) (SOFTWARE AND PARALLEL SERVICES); (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15(a); (D) CUSTOMER'S BREACH OF SECTION 3 OR 4; OR (E) CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER.

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17. Term; Termination.

a) **Term**. This Agreement will commence on the earliest of: (i) the effective date set forth on the Customer's first Order Form, or (ii) Customer's online acceptance of this Agreement, and will continue until

24 months after all Order Forms have expired or been terminated in accordance with this Agreement (the "**Term**"). This Agreement will apply to each Order Form during the applicable Services Period.

b) **Termination for Cause**. Either Party may terminate this Agreement or an Order Form at any time in the event of a material breach of this Agreement by the other Party that remains uncured after thirty (30) days written notice thereof to the breaching Party.

c) **Termination for Bankruptcy**. Either Party may terminate this Agreement immediately following written notice to the other Party if the other Party (i) ceases to do business in the normal course without a successor-in-interest; (ii) becomes or is declared insolvent or bankrupt; (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) calendar days; or (iv) makes an assignment for the benefit of creditors.

d) **Effect of Expiration or Termination**. Upon expiration or termination of this Agreement or an Order Form, Customer shall immediately discontinue use of the Parallel Services and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of any Parallel IP and certify in writing to Parallel that such Parallel IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

18. Suspension. Parallel may, upon written notice to Customer, immediately suspend performance of any or all services under this Agreement, in whole or in part, if: (a) Parallel reasonably believes that continued performance may infringe, misappropriate, or otherwise violate the intellectual property rights of any third party, including where a third-party claim, demand, or allegation of infringement has been made; (b) Parallel receives a cease and desist notice, injunction, or other legal process relating to the services or any underlying technology, content or materials used in connection with the services; (c) continued performance would, in Parallel's reasonable judgement, expose either Party to material legal liability; or (d) a regulatory authority or court of competent jurisdiction orders or directs the suspension of the relevant services or underlying technology. Parallel shall provide reasonable detail regarding the basis for suspension and shall use commercially reasonable efforts to limit the scope and duration of any suspension to what is reasonably necessary and resume performance as soon as reasonably practicable after the issue giving rise to the suspension has been resolved or adequately mitigated.

19. Incorporation by Reference.

a) The Legal Boilerplate Terms set forth in **Exhibit A - Legal Boilerplate Terms** are hereby incorporated into and made a part of this Agreement.

b) Each Order Form, upon execution by both Parties, shall be incorporated into and made a part of this Agreement.

c) The following addenda are available to Customer and each addendum, upon Customer's acceptance (pursuant to the terms thereof), shall be incorporated into and subject to this Agreement. In the event of any conflict between this Agreement and an accepted addendum, the addendum shall control solely with respect to the subject matter expressly addressed therein.

(1) **Bring Your Own Key (BYOK) Addendum**. The BYOK Addendum governs Customer's use of BYOK functionality within the Parallel Services, including Customer's authorization for Parallel to access third-party data using Customer's own credentials.

(2) **Pass-Through Data Addendum**. The Pass-Through Data Addendum governs Customer's access to and use of third-party data made available by Parallel as an optional, separately priced add-on to the Parallel Services, and the applicable Pass-Through Fees.

EXHIBIT A - LEGAL BOILERPLATE TERMS

A-1. Amendments; Waivers. No amendment, modification, or supplement to this Agreement will be effective unless set forth in a written instrument signed by duly authorized representatives of both Parties. No waiver of any provision of this Agreement will be effective unless expressly set forth in a written instrument signed by the Party granting such waiver. No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver will be implied from conduct. The acceptance or acknowledgment of any document or communication containing terms that are inconsistent with or in addition to this Agreement will not be deemed an amendment or waiver of this Agreement unless such terms are expressly accepted in writing by duly authorized representatives of both Parties.

A-2. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

A-3. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved on an individual basis and pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and by arbitration (to be held in English) in the State of California in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided however, that either Party will have a right to seek injunctive or other equitable relief in a court of law from any court of competent jurisdiction. Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including without limitation any controversy or claim that all or any part of this Section A-3 is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues.

A-4. Entire Agreement. This Agreement, together with all Order Forms, addendums (including those accepted by customer pursuant to Section 19), policies, and other documents (if any) incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency or conflict between this Agreement and an Order Form, the terms of this Agreement shall control unless the Order Form, Exhibit, or other attachment expressly states that it modifies specific provisions of this Agreement by referencing the applicable sections.

A-5. Exclusive Forum; Waiver of Jury Trial. Any lawsuit, action, or proceeding arising out of or relating to this Agreement will be brought exclusively in the state or federal courts located in San Francisco, California (except for any dispute subject to binding arbitration under Section A-3 (Dispute Resolution)), and each Party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on an inconvenient forum. EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

A-6. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 13 (Confidential Information) or, in the case of Customer, Section 3 (License; Restrictions) or Section 4(c) (Acceptable Use Policy), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the

event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

A-7. Export Regulation. The Parallel Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

A-8. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law, or any action taken by a governmental or public authority including imposing an embargo.

A-9. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Subject to the binding arbitration provisions of Section A-3 (Dispute Resolution), any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

A-10. 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.

A-11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the signature block of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices to Parallel must also be sent by email to the Notice Email (Attn: Head of Legal). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party (or in the case of email, upon confirmed delivery); and (ii) if the Party giving the Notice has complied with the requirements of this Section.

A-12. Publicity. Parallel is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion, and Customer agrees that Parallel may use Customer's name and logo to refer to Customer as a customer of Parallel on its website and in marketing materials. Subject to Customer's prior approval, Customer will participate in press announcements, case studies, trade shows, or other marketing activities at-will when reasonably requested by Parallel.

A-13. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

A-14. Survival. The following provisions shall survive termination or expiration of this Agreement, together with any other provisions that by their nature are intended to survive: Section 1 (Definitions); Section 7 (Intellectual Property); Section 11 (Data Loss); Section 13 (Confidential Information); Section 15 (Indemnification) ; Section 16 (Limitations of Liability); Section 17(d) (Effect of Expiration or Termination); and Section 14 (Representations and Warranties; Disclaimers). The following Sections from this **Exhibit A - Legal Boilerplate Terms** shall survive including Section A-13 (Severability), this Section A-14 (Survival), Section A-9 (Governing Law; Submission to Jurisdiction) Section A-3 (Dispute Resolution), Section A-9 (Exclusive Forum; Waiver of Jury Trial); Section A-12 (Notices), Section A-1(Amendments and Waivers), and Section 23 (Entire Agreement). Termination or expiration of this Agreement shall not limit either Party's rights or remedies, all of which are cumulative and in addition to any other rights or remedies available at law or in equity.

A-15. US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor thereof, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.