DOMINO

DOMINO DATA LAB, INC.
SOFTWARE LICENSE AGREEMENT

This Software License Agreement, including the Order Form ("**Order Form**") which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Domino Data Lab, Inc., with a principal place of business at 135 Townsend St., Floor 5, San Francisco, CA 94107 ("Domino") and the person or entity identified on the Order Form as the licensee of the Software ("Customer").

DOMINO PROVIDES THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING OR PURCHASING THE SOFTWARE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DOMINO WILL NOT AND DOES NOT LICENSE THE PRODUCTS TO CUSTOMER AND YOU MUST NOT USE THE PRODUCTS.

In consideration of the mutual obligations set forth hereinafter and intending to be legally bound, Domino and Customer hereby agree as follows:

1.   DEFINITIONS

1.1.   "Documentation" means the published end user manuals and any other documentation customarily provided by Domino to its customers.

1.2.   "Error" means a failure of the Software to conform in all material respects with the applicable Documentation.

1.3.   "License Term" means the license term specified on the applicable Order Form, including any renewals thereof.

1.4.   "Maintenance" and "Maintenance Releases" have the meanings given to such term in Exhibit A to this Agreement.

1.5.   "Product(s)" means the Software together with the Documentation and updates thereto.

1.6.   "Software" means the software application(s) distributed and licensed by Domino to Customer as further detailed in the applicable Order Form, in object code only. The "Software" includes the version of the Software which is current as of the Effective Date plus any Maintenance Releases supplied by Domino to Customer during the License Term of this Agreement.

1.7.   "Third-Party Software" means software not owned or licensed by Domino and licensed to or used by Customer pursuant to separate third-party terms, whether supplied by Domino or a third party.

1.8.   "Unique Login" has the meaning given to such term in Section 2.2.

2.   GRANT OF LICENSE

2.1.   Scope of License. Commencing on the start date of the License Term and subject to all the terms of this Agreement, Domino grants Customer a time based, non-sub-licensable, non-exclusive, non-transferable right and license to use the Software either on Customer's premises or as hosted in Customer's cloud environment only for Customer's internal business purposes for up to one (1) production environment unless otherwise set forth on the applicable Order Form. Customer may make a copy of the Product solely for backup or archival purposes provided that Customer may not use such copy for any other purpose and provided such copy is kept in Customer's possession and control. Domino retains ownership of all Software and modifications and copies thereof.

2.2.   Unique Login. Customer may permit up to the number of unique individuals for which it has purchased licenses to access the Software (each, a "Unique Login") on behalf of Customer (Customer's employees, independent contractors, etc.) The initial number of Unique Logins is specified on the applicable Order Form and Customer may purchase additional Unique Logins as provided therein. The License Term for any additional Unique Login licenses purchased will

be coterminous with the initial License Term for existing licenses and prorated accordingly. Customer may change the users assigned to each Unique Login as reasonably required for personnel changes such as reassignments of job function of the individuals, job terminations/new hires, and the like. However, Customer may not share Unique Logins amongst multiple persons at the same time, such as sharing a Unique Login between shift workers, assigning a Unique Login to a job function (versus an individual), or otherwise "floating" the Unique Login. For the avoidance of doubt, the Unique Login limitation applies to individuals who are using the Software to create or run models or other analyses, not to individuals who are only consuming results (e.g., charts, tables, reports) of the Software.

2.3. Restrictions of Use. The Product provided to Customer is confidential and copyrighted. Customer must retain the copyright and other proprietary notices on the Product or any copies. All rights, title and interest in and to the Product not expressly granted to Customer are reserved to Domino. Any Third-Party Software supplied by Domino may only be used with and for the support of the Software and are subject to the licenses accompanying such Third-Party Software. Customer may not offer the benefits and services of the Software to third parties, whether such arrangement is in the nature of a service bureau, an outsourcing service, or another similar service or business. Customer shall not (i) copy or use the Product except as specified in this Agreement; (ii) cause or permit the reverse engineering or attempt to discover any source code or underlying ideas or algorithms of Software; (iii) make public any results if its evaluation of the Products; (iv) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any applicable laws and regulations, including without limitation the United States Export Administration Act and the rules and regulations thereunder, or (v) install, modify or create derivative works of the Software without the express written consent of Domino.

2.4. Records and Audits. Customer agrees to provide automated reports of Software usage to Domino at Domino's request. Customer acknowledges and agrees that Domino may also conduct periodic audits related to Customers' usage of the Software and agrees to permit Domino to collect Product usage analytics and performance data on a continual basis for the purposes of providing support and Product improvements, verifying license compliance, ensuring application health and billing ("Product Usage Data").

2.5. Maintenance. During the License Term, Domino will provide Maintenance at no additional charge to Customer, as described in the applicable Order Form and Exhibit A.

3. FEES, BILLING, PAYMENT TERMS AND TRAVEL EXPENSES

3.1. Customer shall pay all fees ("Fees") under this Agreement in accordance with this section and the applicable Order Form. Customer shall be responsible for the full amount of any Fees associated with any payment made hereunder and shall use reasonable efforts to (1) ensure that any wire transfer fees are accounted for prior to or at the time of such transfer so that such wire transfer fees are not passed on to Domino or (2) shall reimburse Domino for such wire transfer fees so that Domino receives the full amount of Fees contracted for. All fees are nonrefundable and non-cancellable except as otherwise set forth herein. The amounts payable to Domino are exclusive of any sales, use, excise, value added, import, business, service, goods and services, consumption, withholding or other applicable taxes, tariffs or duties ("Taxes"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on Domino's net income. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the amounts payable to Domino hereunder. If Domino has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Domino with a valid tax exempt certificate authorized by the appropriate taxing authority. All invoices are due and payable within thirty (30) days from the invoice date. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. If any amount is not paid when due hereunder, Domino will be entitled to recover from Customer the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation, collection agency, court and attorneys' fees).

3.2. Travel Expenses. Customer shall reimburse Domino for the pre-approved reasonable actual travel and living expenses of its personnel engaged in the performance of Services at locations other than Domino facilities, together with other reasonable out-of-pocket expenses incurred in connection with performance of the Services. Domino shall adhere to any travel policy reasonably promulgated by Customer.

4. INTELLECTUAL PROPERTY; CONFIDENTIALITY

4.1. Acknowledgment of Rights. Customer acknowledges that (a) as between Domino and Customer, all right, title and interest in and to Product Usage Data, training materials, designs, discoveries, inventions, know-how, techniques, fixes, patches, work-arounds, upgrades, updates, customizations, modifications, enhancements or derivative works of the Products provided by Domino (including any and all copyrights, trade secret rights, trademarks, trade names and other

proprietary rights embodied therein or associated therewith) (collectively, the "Work Product") are and will remain Domino's, and this Agreement in no way conveys any right or interest in the Work Product other than a limited license to use them in accordance with this Agreement, (b) the Products are works protected by the patent and copyright laws of both the United States, international treaties and foreign jurisdictions, and (c) Domino asserts that the Products embody valuable confidential and secret information of Domino, the development of which required the expenditure of considerable time and money. For the avoidance of doubt, as between Domino and Customer, Customer will retain all right, title and interest in and to all models and analyses created by Customer or its authorized personnel using the Software. Any Customer data and Product Usage Data provided to Domino will be used in accordance with Domino's privacy policy found at https://www.dominodatalab.com/privacy-policy/.

4.2.   License by Customer to Use Feedback. Customer grants to Domino a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its authorized personnel relating to the operation of the Services.

4.3.   Confidential Information. Each party (the "Receiving Party") may be given or obtain access to non-public information of the other party (the "Disclosing Party") in connection with this Agreement that the Disclosing Party considers to be of a confidential, proprietary, or trade secret nature, including, without limitation, software (whether in source code or object code form), customer information, the terms of this Agreement, pricing, financial and operational information, business information and marketing information, in whatever form or media, and whether or not marked as confidential (collectively, "Confidential Information"). The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for its own use or for any purpose other than to carry out its obligations under this Agreement and further agrees to protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own Confidential Information, but in no event using less than a reasonable standard of care. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to employees or agents of the Receiving Party, other than employees and agents who are required to have the information in order to carry out the Receiving Party's obligations under this Agreement and are bound by a duty or obligations of confidentiality substantially similar to the terms of this Section 4.3. The Receiving Party agrees to notify the Disclosing Party immediately and in writing of any misuse or misappropriation of the Disclosing Party's Confidential Information which may come to the Receiving Party's attention and to return the Disclosing Party's Confidential Information upon the request of the Disclosing Party. The obligations of this Section 4.3 will not apply to: (a) information that is or becomes a matter of public knowledge through no fault of or action by the Receiving Party or its employees or agent, (b) information that prior to disclosure was rightfully in the possession of the Receiving Party as a result of disclosure by a third party under no obligation or restriction of confidentiality, (c) information that, subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party under no obligation or restriction of confidentiality, or (d) information that is independently developed by the Receiving Party without use, knowledge or access to the Confidential Information of the Disclosing Party.

4.4.   Open Source Components. Customer acknowledges that certain software components of the Product 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. Domino shall provide Customer with a list of Open Source Components upon Customer's request.

4.5.   Disclosure for Marketing Purposes. Disclosure for Marketing Purposes. During the term of this Agreement, Domino has the right to disclose that Customer is a customer of Domino and may use Customer's pre-approved name and logo in its sales and marketing materials and website. Customer agrees to use reasonable efforts to a) arrange for appropriate personnel to be available to serve as references for Domino in the event of an inquiry from any member of the press, any industry analysts or any potential customer and b) to work with Domino to prepare a case study/co-marketing asset about use of the Domino Product(s).

5.   **WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY**

5.1.   Software Warranty. Domino warrants that for ninety (90) days, commencing on the electronic delivery date of the Software, the Software shall operate in conformity with the applicable Documentation. Domino does not warrant that any Software will meet all of Customer's requirements or that the use of the Software will be uninterrupted or error free. To the extent the Software fails to conform to the Documentation, Domino's sole and exclusive liability to Customer, and Customer's sole and exclusive remedy shall be, at Domino's election, (i) to use commercially reasonable

efforts, to correct any material nonconformities in the Software discovered within the warranty period, or (ii) replace the nonconforming Software or (iii) if Domino is unable to accomplish the foregoing, Customer shall be entitled to a refund of the license fees paid upon Domino's receipt of a certified letter from Customer's officer certifying de-installation of such nonconforming Software. The above remedies are available only if the Software has not been (a) altered or modified by Customer or any third party; or (b) used, adjusted, or installed other than in accordance with the Documentation.

5.2. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO PRODUCTS OR TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER OR IN CONNECTION HEREWITH. EXCEPT FOR THE FOREGOING, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, DOMINO DOES NOT WARRANT RESULTS OF USE OF THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

5.3. Indemnification.

(a)   Subject to the remainder of this Section 5.3, Domino agrees to 1) defend Customer against any third party: claim, suit, demand or proceeding brought against Customer alleging that Customer's use of the Software in accordance with this Agreement, constitutes: (i) willful infringement of such third party's United States patent issued prior to the Effective Date or (ii) an infringement of such third party's United States copyright (collectively "Third Party Claims") and 2) indemnify Customer against the resulting costs and damages finally awarded against Customer to the third party making such Third Party Claims by a court of competent jurisdiction or a settlement agreed to in writing by Domino. Customer will give prompt notice of any Third Party Claims to Domino. Domino shall have sole control over the defense and settlement. Customer shall provide all available information and assistance at Domino's expense. Customer may participate in the defense of any Third Party Claims by counsel of its own choosing, at its cost and expense. Domino will not settle any Third Party Claims without Customer's prior written approval, not to be unreasonably withheld.

(b)   Domino shall have no liability or obligation under this Section 5.3 to the extent a claim arises from: (i) Domino's creation or performance of Software is in compliance with designs, plans or specifications furnished by or on behalf of Customer; (ii) modification of any Software by anyone other than Domino; (iii) Software is used in combination with other products, software, processes or materials other than the processor on which the Software is executing, and the memory containing the Software, where the alleged infringement would not have arisen but for such combination; (iv) use of Software in any way not authorized nor contemplated by this Agreement; (v) failure to use any modification of Software (such as a correction, enhancement, update, or new version or release) within a reasonable time of receipt of such modification from Domino, or (vi) Third-Party Software.

(c)   If any Third Party Claim which Domino is obligated to defend has occurred or is in Domino's opinion likely to occur, Domino shall, at its sole option and expense provide Customer (i) the right to continue using such Software at no additional expense; or (ii) replace or modify such Software with a functionally equivalent replacement or modification so that it becomes non-infringing; or (iii) if Domino cannot reasonably provide Customer with a replacement or modification which is functionally equivalent to the subject Software, the applicable license shall be terminated and Domino shall refund to Customer the license fees paid on a pro-rata basis corresponding to the unused portion of the subscription fees upon Domino's receipt of a certified letter from Customer's officer certifying de-installation of such nonconforming Software. Customer acknowledges and agrees that the remedies provided in this section are the sole and exclusive remedies of Customer with respect to the matters described in this section, and consequently the sole and exclusive liability of Domino, with respect to any alleged infringement of the Software of any third party intellectual property rights. Notwithstanding anything in this Agreement, in no event will Domino's total aggregate liability under this Section 5.3 exceed the Limitation of Liability set forth in this Agreement.

5.4. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED ABOVE FAILS OF ITS ESSENTIAL PURPOSE. Domino's aggregate liability to Customer for claims arising out of or relating to this Agreement,

whether for breach or in tort, is limited to the price charged by Domino for the Software in the twelve (12) month period preceding the incident.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with this paragraph. Either party may terminate this Agreement immediately by written notice: (a) if the other party commits a non-remediable material breach; or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach. Following termination or expiration of this Agreement, each party will deliver to the other any property of the other in its possession or control relating to this Agreement. Notwithstanding the immediately preceding sentence, neither party shall be obligated to return any property to which it has continuing rights, including the right of possession. Domino may terminate any Software license rights if Customer fails to pay the Fees in accordance with this Agreement. Upon termination, or if a license ceases to be effective, Customer shall immediately cease all use of all affected Software and return or certify destruction of all copies of all affected Software and all portions thereof.

6.2. Survival of Obligations. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement, including without limitation Sections 1, 3, 4, 5.4, 6, and 7, will survive termination or expiration of the Agreement and continue in full force and effect.

7. GENERAL

7.1. Assignment. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of its successors and permitted assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that either party may assign its interest under this Agreement, without the prior written consent of the other party, (a) in connection with the transfer or sale of all or substantially all of the assets of such party or the line of business or Product to which this Agreement relates, (b) to the successor entity or acquirer in the event of the merger, consolidation or change of control of such party, or (c) to any affiliate of such party. Any permitted assignment of this Agreement by either party will be conditioned upon that party's permitted assignee agreeing in writing to comply with all the terms and conditions contained in this Agreement. Any purported assignment without a required consent will be void. No assignment will relieve any party of responsibility for the performance of any obligation that accrued prior to the effective date of such assignment.

7.2. Relationship of the Parties. Domino and Customer are independent contractors, and nothing in this Agreement will be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party will make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

7.3. Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized express mail service or by confirmed email. Notice will be effective upon receipt or refusal of delivery.

7.4. Force Majeure. Except for payment of Fees, which shall be made as soon as reasonably practicable in light of the force majeure event, in no event will Domino be liable for any delay or failure to perform under this Agreement which is due to causes beyond the reasonable control of such party, including without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.

7.5. Entire Agreement; Modifications. This Agreement (which includes all Order Forms and statements of work entered into hereunder and the Maintenance terms and Professional Services Exhibit) represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Domino makes any Software or other Products and services available to Customer under separate written terms. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. The terms on any purchase order, confirmation, or similar document submitted by Customer to Domino 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.

7.6.   Severability. In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision will be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision.

7.7.   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.

7.8.   Laws. Customer agrees to comply with all applicable laws including data privacy and export control regulations and acknowledges that they have the responsibility to obtain such consent to use such data and/or licenses to export, re-export or import as may be required.

7.9.   Governing Law; Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts for San Francisco County, California, in connection with any action or dispute arising between the parties under or in connection with this Agreement. This Agreement excludes the United Nations Convention on Contracts for the International Sale of Goods.

EXHIBIT A
DOMINO DATA LAB, INC.
SOFTWARE LICENSE AGREEMENT

MAINTENANCE

During the License Term, Domino will provide to Customer, without additional charge, the maintenance and support described in this Exhibit A ("Maintenance"). Maintenance consists of undertaking reasonable commercial efforts to resolve problems or bugs in the Software which cause the Software not to function in material conformity with the Documentation. Maintenance shall include both technical support services and software releases. Use of any new versions of Software will be governed by this Agreement.

1.   Software Maintenance. Domino will provide Customer with all updates, upgrades, and enhancements of the Products, including those made to correct Errors, that are generally released by Domino during the License Term ("Maintenance Releases") and in accordance with the Domino Product Version Lifecycle and Support Policies found at https://tickets.dominodatalab.com/hc/en-us/articles/4404338813716-Domino-Product-Version-Lifecycle-and-Support-Policies which are expressly incorporated by reference.

2.   Limitations on Scope of Maintenance. Maintenance 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. Maintenance does not encompass the remediation of problems or bugs determined by Domino to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not provided by Domino. Maintenance extends only to material non-conformities of which Domino is notified during the License Term. Maintenance 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 Domino; (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.

3.   Customer Obligations. Domino is not responsible for the security of Customer's proprietary, and confidential information or the monitoring of access to Customer's network or for maintaining adequate procedures apart from the Software to reconstruct lost or altered files, data or programs. Customer is responsible for its users' use of the Software in accordance with this Agreement.

4.   Support. Domino will provide to Customer all reasonably necessary consultation requested by Customer in connection with its use of the Software or any problems therewith during Customer's business hours, as well as 24x7 support for Urgent priority issues.

5.   Priority Codes and Response Times.

Priority Code	Definition	Response Times
Urgent:	An urgent priority is given to an issue that renders the Software inoperable, or substantially degrades the performance thereof, or adversely affects Customer's business operations, or causes financial liability due to operational or informational deficiency.	Domino will respond to an Urgent priority ticket within two (2) hours of receiving it, and will work diligently to resolve the issue
High:	A high priority is given to an issue that is not adversely affecting Customer's business operations or causing financial liability, but has no viable workaround, and is repeatedly affecting Customer's usage of the Software, or negatively affecting data integrity, or degrading performance of the Software.	Domino will respond to a High priority ticket within four (4) business hours of receiving it, and will work diligently to resolve the issue.
Normal:	A normal priority is given to an issue which does not significantly impact Customer's operation or use of the Software.	Domino will respond to a Normal or Low priority ticket within two (2) business days of receiving it, and will diligently work to resolve the issue. Domino will follow up with the Customer as necessary on subsequent business days. Unless otherwise agreed by the Parties, Domino will use commercially reasonable efforts to correct any such issues in the next Maintenance Release of the Software.
Low:	A low priority is given to questions that do not relate to the disruption of core Domino functionality. These may include "how-to" questions, especially those related to unique workflows or requirements, as well as common feature requests.	

Attachment 1 to Software License Agreement

Professional Services Exhibit

This Professional Services Exhibit (**"Exhibit"**) sets forth the terms governing Professional Services provided by Domino to Customer and expressly incorporates the terms of the Software License Agreement.

1. DEFINITIONS.

All definitions set forth in the main body of the Software License Agreement shall also apply to this Exhibit.

2. PROFESSIONAL SERVICES.

A. Provision of Services. Domino shall provide Professional Services in accordance with the applicable Order Form. Each project for Professional Services shall be governed by a separate Order Form, which shall be signed by Customer and Domino. Professional Services are provided as a separate and independent service to Customer even if offered together with the sale or licensing of Products by Domino in the same Domino Order Form or Customer purchase order.

B. Placement of Domino Personnel. Domino shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). Domino will only utilize employees or contractors that are sufficiently qualified. If specific Domino personnel cease to perform due to illness, resignation or any other reason, Domino shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. Domino's contact person responsible for liaising with the customer will exclusively be the person identified by Domino as being responsible for the project. No employee/employer relationship is intended or shall be established by any Order Form.

C. Standard Work Day. The standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays at the Domino location providing Professional Services.

D. Customer Responsibilities. Customer shall provide Domino personnel with timely access to appropriate facilities, space, power, documentation, networks (including internet and telephone), files, information, additional software (if needed), and skilled and authorized Customer personnel to assist in the performance and cooperate with Domino. Domino has standardized on OSX/Mac Laptops and Customer shall provide VPN connectivity for OSX as required for the Professional Services. Customer shall also

perform its specific obligations as described in the relevant Order Form, and, if necessary, assist and support Domino in the provision of the Professional Services as reasonably requested by Domino, and shall provide all conditions in its business necessary for due performance of Professional Services by Domino.

3. TERM OF PROFESSIONAL SERVICES.

A. Term. Each Order Form begins on the date stated therein, and, unless terminated for breach, continues in accordance with its terms. A termination for convenience shall only be permitted if expressly agreed in the Order Form.

B. Termination for Breach. Each party shall notify the other in writing in case of the other's alleged breach of a material provision of the applicable Order Form. The recipient shall have, except to the extent specifically provided otherwise in the applicable Order Form, thirty (30) calendar days from the date of receipt of such notice to effect a cure (the "Cure Period"). If the recipient of such notice fails to effect such cure within the Cure Period, then the sender of such notice shall have the option to terminate the Order Form for breach.

4. PROPRIETARY RIGHTS.

A. Domino Proprietary Rights. Subject to section 4.D, all patents, copyrights, trade secrets, methodologies, ideas, inventions, concepts, know-how, techniques or other intellectual property developed or provided by Domino (**"Domino Proprietary Rights"**) are and remain the sole property of Domino. All rights not expressly granted to Customer are reserved by Domino.

B. Customer Furnished Materials. The ownership in and to materials furnished by Customer for use by Domino and the data output by the Product remains with Customer. Customer shall indemnify Domino from any third party claims against Domino for infringement of any intellectual property rights related to Customer's materials provided to Domino; furthermore, Customer shall defend Domino at its own expense against any such third party claims and shall compensate Domino for any damages arising therefrom.

C. Ownership in Deliverables. The ownership in copyrights to any reports, analyses, customized scripts and other work results which have been developed and delivered by Domino for Customer within the framework of fulfilling the contractual obligations under the Order Form (**"Deliverables"**) shall pass to Customer to the extent they are documented in writing and handed out to Customer. To the extent the Deliverables include Domino Proprietary Rights, either party's rights to use the Deliverables is governed by the following section.

D. Rights to Use Deliverables. With regards to any other Domino Proprietary Rights contained in Deliverables, Domino grants Customer the non-exclusive, non-transferable right to use (without the right to sublicense) the Deliverables perpetually for its internal business purposes; this license is limited to the use for such purposes for which the Deliverables have been delivered to Customer. Domino shall not be limited in developing, using or marketing services or products which are similar to the Deliverables, or in using the Deliverables for future projects, but Domino shall comply with its confidentiality obligations when doing so. The license granted in this Section excludes Customer furnished materials, Domino's generally available Products which are licensed via terms in a separate ordering agreement and pre-released products Customer may have received from Domino under a separate testing agreement.

5. PAYMENT AND INVOICING.

Domino shall submit invoices for fees and reimbursable costs and expenses and be paid in the manner specified in the applicable Order Form, and in accordance with the main terms of the Software License Agreement.

6. TRAINING SERVICES.

A. Courses. Domino's standard training related Services are available through the applicable catalogue or website. Domino customized training related Services are available pursuant to an Order Form.

7. WARRANTY.

A. General Warranty for Professional Services. Domino shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify Domino of any failure to so perform within ten (10) days after the performance of the Professional Services. Domino's entire liability and Customer's sole remedy for Domino's failure to so perform shall be for Domino to, at its option, (i) correct such failure, and/or (ii) terminate the applicable Order Form and refund that portion of any fees received that correspond to such failure to perform.

B. No Further Warranties. Except as expressly stated in this Exhibit, Domino makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties in relation to Professional Services are specifically excluded, including warranties arising by statute, course of dealings or usage of trade.

DOMINO CLOUD SERVICES AGREEMENT

Last updated: April 5, 2023

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY. DOMINO PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DOMINO WILL NOT AND DOES NOT LICENSE THE SERVICES TO CUSTOMER AND CUSTOMER MUST NOT USE THE SERVICES OR DOCUMENTATION.

This Domino Cloud Services Agreement (the "*Agreement*") is made by and between Domino Data Lab, Inc., a Delaware corporation headquartered at 135 Townsend St. - FL 5, San Francisco, CA 94107 ("*Domino*") and the legal entity identified on the Order Form ("*Customer*"), and is effective as of the start date of the Services (the "*Effective Date*"). "*Affiliate*" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. "*Services*" means the hosted products and services made available by Domino, as may be modified, enhanced and/or updated from time to time. "*User*" means a uniquely identifiable named individual authorized by Customer to use a Services, for whom Customer has purchased a seat subscription (or for whom a Services has been provisioned), and to whom Customer has supplied user identification and authentication, regardless of whether those individuals are actively using a Services at any given time. "*Order Form(s)*" means the Domino ordering document(s) specifying the Services to be provided hereunder. Each Order Form referencing this Agreement shall be deemed a part of this Agreement. "*Subscription Term*" means the fixed term set forth in the applicable Order Form during which Customer will have access to the Services purchased thereunder.

1. COMMERCIAL TERMS

1.1. Fees and Payment. "*Fees*" means the fees, expenses, and other amounts specified in this Agreement and applicable Order Form(s). Fees listed in an Order Form are for the Subscription Term listed in the Order Form. Except as otherwise set forth in the applicable Order Form, all amounts payable hereunder shall be paid: (i) in United States Dollars; (ii) within 30 days of the date of delivery the applicable electronic invoice; and (iii) by ACH or wire transfer to the bank account designated by Domino in the Order Form. Except as otherwise set forth herein, all payment obligations are non-cancelable, and fees paid are non-refundable. Customer agrees its purchases are not contingent on any future functionality or features, or dependent on any oral or written public comments made by Domino regarding future functionality or features. By entering into a separate Order Form, each Affiliate agrees to be bound by this Agreement as if it were an original party hereto. If Customer breaches its payment obligations, Domino may suspend delivery of the Services after providing 30 days' notice (including by email) in the event such breach remains uncured at the end of such period.

1.2. Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments, including, but not limited to, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction ("*Taxes*"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Domino has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Domino will invoice Customer and Customer will pay that amount, unless Customer provides Domino with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to Domino, please notify Domino, in writing, promptly and Domino shall join efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Subscription Fees, payable by Customer. For clarity, Domino is solely responsible for taxes assessable against it based on its income, property, and employees.

1.3. Subscriptions and True up. Except as otherwise provided in the applicable Order Form: (i) Services are purchased for the Subscription Term stated therein; (ii) additional subscriptions may be added during a Subscription Term at the same pricing as the underlying subscription, and shall be co-terminated and prorated for the remainder of the applicable Subscription Term. Quantities cannot be decreased during a Subscription Term. If Customer's user count exceeds the current number of subscriptions (determined on a monthly basis), Domino will notify Customer (email sufficing) of such overage. If Customer does not reduce the number of actual users to the number of Users set forth in the applicable Order Form(s) within 30 days, Domino will invoice Customer for the excess users (who will then become additional Users), prorated for the remainder of the then-current Subscription Term.

1.4. Term. This Agreement commences on the Effective Date and continues until all subscriptions have expired or have been terminated (the "*Term*"). Except as otherwise provided in an Order Form, subscriptions will automatically renew for additional Subscription Terms of one year each, unless either party gives the other written notice at least 30 days prior to the end of the applicable Subscription Term. The subscription fee for such renewal

period(s) will be at Domino's then-current rate.

1.5. Termination. A party may terminate this Agreement, in whole, but not in part, together with all applicable Order Forms, 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 such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. If this Agreement is terminated by Customer in accordance with the foregoing, Domino will refund Customer any unused, prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. Upon expiration or termination of a Subscription Term, access to the Services will terminate and Customer will immediately cease accessing and using the Services, except as otherwise provided in Section 1.6. Domino may terminate this Agreement at any time on thirty (30) days advance notice and shall refund Customer any prepaid fees on a pro-rata basis corresponding to the unused period of Services. Domino may also terminate Customer's account and this Agreement, or suspend Customer's account, immediately if (a) Customer's account was suspended under Section 2.5.1 of this Agreement and Customer has not remediated the reason for the suspension; or (b) Domino determines that: (1) Customer's use of the Services poses a security risk to the Services or any third party; (2) Customer's use of the Services may adversely impact other users of the Services; (3) Customer's use of the Services may subject Domino, Domino's Affiliates, or any third party to liability; (4) Customer's use of the Services may be fraudulent; (5) Customer is in breach of this Agreement.

1.6. Return and Deletion of Customer Data. Domino will make the Customer Data available for up to 15 days after termination or expiration of the Agreement for purposes of extraction. After such 15-day period, Domino will have no obligation to maintain or provide any Customer Data to Customer. No more than 30 days later, Domino shall disable the account, and delete all Customer Data from the domain and such data is thereafter rendered unrecoverable. Customer shall be responsible for any and all hosting charges during the extraction period.

1.7 Modification or Discontinuation of the Services. Domino may add, modify or discontinue any feature, functionality or any other tool, within the Services, at Domino's own discretion and without further notice, however, if Domino make any material adverse change in the core functionality of the Services, then Domino will notify Customer by posting an announcement via the Services or by sending Customer an email.

1.8 Trial Services; Pre-Released Services.

1.8.1. Trial Services. Domino may offer, from time to time, part or all of the Services on a trial version ("Trial Service"). The term and any applicable fees of the Trial Service shall be as communicated to Customer, within the Service, in an Order Form, unless terminated earlier by either Customer or Domino, for any reason or for no reason. Domino reserves the right to modify, cancel and/or limit this Trial Service at any time and without liability or explanation to Customer. In respect of a Trial Service that is a trial version of the Subscription Plan (the "Trial Subscription"), upon termination of the Trial Subscription, Domino may change the account web address at any time without any prior written notice.

1.8.2 Pre-Released Services. Note that Domino may offer, from time to time, certain Services in an Alpha or Beta versions (the "Pre- Released Services") and Domino uses best endeavors to identify such Pre-Released Services as such. Pre- Released Services are Services that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.

1.8.3. Governing Terms of Trial Service and Pre-Released Services. The Trial Service and Pre-Released Services are governed by this Agreement, provided that notwithstanding anything in this Agreement or elsewhere to the contrary, in respect of Trial Service and Pre-Released Services (i) such services are licensed hereunder on as "As-Is", "With All Faults" "As Available" basis, with no warranties, express or implied, of any kind; (ii) the indemnity undertaking by Domino set forth in Section 4.1 herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF DOMINO, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE SITES, THE SERVICE AND THE THIRD PARTY SERVICES), EXCEED US$100. Domino makes no promises that any Trial Service and/or Pre- Released Services will be made available to Customer and/or generally available.

2. ACCESS GRANT, THIRD PARTY SERVICES, INTELLECTUAL PROPERTY, AND CONFIDENTIALITY

2.1. Access Grant. Subject to the terms and conditions of this Agreement, Domino hereby grants to Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 7.1), non-sublicensable, worldwide right during the applicable Subscription Term to access and use the Services solely for Customer's internal business purposes, but solely in accordance with: (i) the Documentation; (ii) any restrictions designated on the applicable Order Form(s), including, but not limited to, the quantity and types of Users; and (iii) applicable laws. Domino may offer an application programming interface that provides additional ways to access and use the Services ("API"). Such API is considered a part of the Services, and its use is subject to this Agreement. Customer may only access and use Domino's API for Customer's internal business purposes, in order to create interoperability and integration between the Services and other products, services or systems that Customer uses internally. When using the API, Customer should follow Domino's relevant developer guidelines. Domino reserves the right at any time to modify or discontinue, temporarily or permanently, Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and Customer is solely responsible to ensure that Customer's use of the API is compatible with the current version.

2.2. Customer Data. "*Customer Data*" means data, file attachments, text, images, reports, personal information, or any other content which Customer uploads or submits to the Services and all models and analyses created by Customer or its authorized personnel using the Services. Domino shall process Customer Data only in accordance with this Agreement, the DPA (defined below), and applicable law. As between the parties, Customer

shall retain all right, title and interest (including any and all intellectual property rights) in and to Customer Data as submitted to the Services. Subject to the terms of this Agreement, Customer grants Domino a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Services constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide Customer the Services in accordance with this Agreement and the Documentation; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when Domino have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of this Agreement; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by Customer. Subject to the limited licenses granted herein, Domino acquires no right, title, or interest from Customer or its licensors under this Agreement in or to any Customer Data.

2.3. Customer Compliance. Customer: (i) is responsible for its Users' compliance with this Agreement; (ii) will use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and shall notify Domino promptly of any such unauthorized access or use; and (iii) shall use the Services only in accordance with this Agreement, the Documentation, the Acceptable Use Policy, Order Forms, and applicable laws. Customer represents and warrants to Domino: (a) it has sufficient rights in the Customer Data to authorize Domino to process, distribute, and display the Customer Data as contemplated by this Agreement; (b) the Customer Data and its use hereunder will not violate or infringe the rights of any third party; and (c) Customer's use of the Services and all Customer Data is at all times compliant with its own privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data. Domino assumes no responsibility or liability for Customer Data, and Customer shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Domino shall not monitor and/or moderate the Customer Data and there shall be no claim against Domino of not acting so.

2.4. General Restrictions. As a condition to the rights granted to Customer hereunder, Customer shall not (and shall not allow any third party to): (i) decompile, disassemble, or otherwise reverse engineer the Services or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats, data or programming interfaces of the Services by any means whatsoever (except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (ii) distribute, sell, sublicense, rent, lease or use the Services (or any portion thereof) for time sharing, hosting, Services provider or like purposes; (iii) remove any product identification, proprietary, copyright trademark, Services mark, or other notices contained in the Services, unless otherwise permitted by the Documentation; (iv) modify any part of the Services, create a derivative work of any part of the Services, or incorporate the Services into or with other software, except to the extent expressly authorized in writing by Domino or set forth in the Documentation; (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Services; (vi) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or other protection used by Domino in connection with the Services; (vii) use the Services to develop a product which is competitive with the Services; (viii) use User credentials or distribute or publish such credentials except as may be expressly permitted by Domino in writing; (ix) subject to Section 1.3, enable access to the Services for a greater number of Users than the sum quantity of subscriptions purchased on the applicable Order Form(s); (x) reassign subscription access rights between Users so frequently as to enable a single subscription to be shared between multiple users; or (xi) use the Services in a way that has a detrimental impact on Domino's ability to provide the Services to its other customers.

2.5. Acceptable Use; No Sensitive Data.

2.5.1 Acceptable Use. In addition to the prohibitions set forth in 2.4 above, Customer agrees not to use the Services: to violate, or encourage the violation of, the legal rights of others (for example, infringing or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act); to engage in, promote or encourage illegal activity; for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website); to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users; to disable, interfere with or circumvent any aspect of the Services; to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"); or to use the Services, or any interfaces provided with the Services in a manner that violates the terms of this Agreement. If Customer becomes aware of any use or content that is in violation of the foregoing Acceptable Use restrictions, Customer agrees to promptly remedy such use or content. If Customer fails to do so, Domino or its providers may suspend or disable access to the Services (including Customer Data) until Customer complies.

2.5.2 No Sensitive Data. Customer shall not submit to the Services any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and supplemented, or any similar legislation in other jurisdiction, unless Customer and Domino separately enter into a HIPAA Business Associate Agreement; or (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

2.6. Reservation of Intellectual Property Rights. Notwithstanding anything to the contrary in this Agreement, except for the limited access grant and use rights expressly provided herein, Domino and its licensors retain all right, title, and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Documentation, any Domino deliverables, including all related intellectual property rights, and with respect to each of the foregoing all copies, modifications, improvements, derivative works or enhancements thereto. Other than as expressly set forth herein, no other rights are granted to Customer hereunder.

2.7 Third Party Services; Links.

2.7.1. Third Party Services. The Services enables Customer to engage with certain third party services, products, apps and tools in connection with the Services, including, without limitation, third party applications and widgets offered via Domino integrations offering or which Customer decides to connect through Domino's API, as part of the Services (collectively, "Third Party Service(s)"). Domino and the Third Party Service reserve the right to discontinue the use or suspend the availability of any Third Party Service, for any reason and with no obligation to provide any explanation or notice. Such discontinuation may result in the inability to utilize certain features and actions of the Third Party Service along with the Services.

2.7.2. Independent Relationship. Customer acknowledges and agrees that regardless of the manner in which such Third Party Services may be offered to Customer, Domino merely acts as an intermediary platform between Customer and such Third Party Services, and Domino does not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Customer's relationship with such Third Party Services and any terms governing Customer's payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of Customer's data by such Third Party Services, are subject to a separate contractual arrangement between Customer and the provider of a Third Party Services (the "Third Party Agreement"). Domino is not a party to, or responsible, in any manner, for the compliance by Customer or by the provider of the Third Party Services with the Third Party Agreement.

2.7.3. Integration with Third Party Services and Customer's Customer Data. Through the Services, Customer may enable an integration of Customer's Account with Third Party Services, which will allow an exchange, transmission, modification or removal of data between the Services and the Third Party Services, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. Customer hereby acknowledges that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Services, is governed by the Third Party Agreement, including any applicable privacy policy, and Domino is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Services or for such Third Party Services privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, Customer acknowledges and agrees that: (a) Customer is solely responsible for Customer's compliance with applicable privacy restrictions, laws and regulations, including Customer's use of the Third Party Services and other data activities Customer may conduct or may permit third parties, including the Third Party Services, to conduct; (b) the activities and use of the data by Customer, may result in a modification and/or removal of data, either Customer Data and in the integrated Third Party Services. Domino shall have no obligation of any kind, for any such modification and/or removal of data, either in the Services and/or the integrated Third Party Services.

2.8 Confidential Information. Each party (as "*Receiving Party*") agrees all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (as "*Disclosing Party*"), whether orally or in writing, constitute the confidential property of the Disclosing Party ("*Confidential Information*"), provided it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any services, software, pricing, Documentation or technical information provided by Domino, performance information relating to the Services, and the terms and conditions of this Agreement shall be deemed Confidential Information of Domino without any marking or further designation. Customer Data shall be deemed Customer Confidential Information without any marking or further designation. Except as expressly authorized herein, or otherwise authorized by the Disclosing Party in writing, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("*Representatives*") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both Domino and Customer will ensure their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

3. REPRESENTATIONS, LIMITED WARRANTIES, AND DISCLAIMERS

3.1. Representations and Limited Warranties. Each party represents it has validly entered into this Agreement and has the legal power to do so. This Agreement and the Documentation accurately describes the administrative, physical, and technical safeguards for protecting the security, confidentiality, and integrity of Customer Data, and Domino warrants, during the applicable Subscription Term: (i) Domino will not materially decrease the overall security of Services to which Customer has subscribed; (ii) the Services will perform in substantial conformity with the Documentation; (iii) Domino will not materially decrease the overall functionality of the Services to which Customer has subscribed; and (iv) Domino will not discontinue any integrations that would materially decrease the overall functionality of the subscribed Services. For any breach of a warranty above, Customer's exclusive remedies are set forth in the "Termination" section. Notwithstanding the foregoing, Customer acknowledges the Services are an on-line, subscription-based product, and in order to provide improved customer experience Domino may make changes to the Services, and Domino will update the Documentation accordingly.

3.2. Exclusions. The above limited warranties shall not apply: (i) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared; (ii) if the Services are used with hardware or software not authorized in the Documentation or are used in violation of the Acceptable Use Policy; (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services;

or (iv) to any other use of hosted products or services made available to Customer by Domino and provided on a no charge or evaluation basis.

3.3. Disclaimers. THIS SECTION 3 IS A LIMITED WARRANTY, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND DOMINO DOES NOT MAKE ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. INDEMNIFICATION

4.1. Domino Indemnification. Domino shall defend Customer from and against any claim by a third party alleging the Services, when used as authorized under this Agreement, infringes a patent, copyright, or trademark and shall indemnify and hold Customer harmless from and against any damages and costs awarded against Customer or agreed to in settlement by Domino (including reasonable attorneys' fees), provided Domino shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Domino to respond without prejudice), (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (except Domino may not settle any claim without Customer's written approval unless it unconditionally releases the Customer of all liability), and (iii) all reasonably necessary cooperation from Customer. If Customer's use of the Services is (or in Domino's opinion is likely to be) enjoined, if required by settlement, or if Domino determines such actions are reasonably necessary to avoid material liability, Domino may, in its sole discretion: (a) substitute substantially functionally similar programs and documentation, (b) procure for Customer the right to continue using the Services, or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund Customer the subscription fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by Domino. The foregoing obligations of Domino shall not apply: (1) if the Services are modified by any party other than Domino, but solely to the extent the alleged infringement is caused by such modification, (2) if the Services are combined with other non-Domino services or processes not provided or authorized by Domino, but solely to the extent the alleged infringement is caused by such combination, (3) to any unauthorized use of the Services, (4) to any action arising as a result of Customer Data, or (5) if Customer settles or make any admissions with respect to a claim without Domino's prior written consent. THIS SECTION 4.1 SETS FORTH DOMINO'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

4.2. Customer Data Indemnification. Customer shall defend Domino from and against any and all claims by third parties alleging the Customer Data infringes upon any patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms, such third party; and shall indemnify and hold Domino harmless from and against any damages and costs finally awarded against Domino or agreed in settlement by Customer (including reasonable attorney's fees) resulting from such claims, provided Customer shall have received from Domino: (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (except Customer may not settle any claim without Domino's written approval unless it unconditionally releases the Domino of all liability); and (iii) all reasonably necessary cooperation from Domino. Customer may not settle any such claim relating to the Services without Domino's prior written consent.

5. LIMITATION OF LIABILITY

5.1. Limitation of Liability. EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE ANY LIABILITY LIMIT.

5.2. Exclusion of Consequential Damages. NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5.3. Excluded Claims. Section 5.1 does not apply to claims arising under Section 1.1 (Fees and Payment), Section 2.8 (Confidential Information), or Section 4 (Indemnification). The parties agree the limitations specified in this Section 5 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

6. CORE OPERATIONAL TERMS

6.1. Documentation. Domino's documentation, the Data Processing Agreement (the "DPA") and list of Sub-processors (each available upon request), and similar product documentation made publicly available on the Domino website, as may be updated or revised by Domino from time to time, all of which is incorporated into this Agreement by reference (collectively the "*Documentation*"). Documentation does not include whitepapers, community forums, and other similar resources which may be made available for Customer's convenience.

6.2. Feedback. Customer grants to Domino and its Affiliates a worldwide, perpetual, irrevocable, royalty- free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation or use of the Services. Domino acknowledges Customer provides all feedback and suggestions "as-is," and Customer makes no representation or warranty, express or implied, as to the accuracy, non-infringement, or completeness thereof. Feedback shall not include any Customer Data or other Customer Confidential Information.

6.3. Usage Data and Analytics. Provision of the Services to Customer involves the ongoing operation, support and improvement of the Services for all users. Domino will securely process information related to how the Services are used, including but not limited to actions Users take in their account (like pitching, editing, viewing, creating and updating Customer Data and connecting with third-party services), how frequently features are used, and other usage data ("**Customer Metadata**") to provide, improve, and protect the Services. Domino will aggregate de-identified Customer Data and Customer Metadata with data and metadata from other Domino customers or other sources, provided such data and metadata is not identifiable as Customer Data or Customer Metadata and Customer cannot be recognized as its source. Domino will securely process Customer Data and Personal Data (as defined in the DPA), including by using algorithmic analysis and/or machine learning technologies, to provide, improve, and protect the Services. Customer can choose to connect its Domino account with third-party services (for example, via Domino API or third-party APIs). By doing so, Domino and those third parties will exchange information about Customer, Customer Data, and Customer's Domino account so Domino can provide, improve, and protect the Services. Such third parties' use of Customer Data will be covered by Customer's agreements with such third parties.

6.4. Data Security and Privacy. Domino will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data, as set forth herein, and in the Security Measures (as defined in the DPA). The terms of the DPA are hereby incorporated by reference and will apply to the extent Customer Data includes Personal Data (as defined in the DPA).

6.5 Privacy Policy. As a part of accessing or using the Services, Domino may collect, access, use and share certain personal data from, and/or about Customer. Please read Domino's Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

7. GENERAL PROVISIONS

7.1 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent (but shall provide written notice to the other party) to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Domino will refund Customer any prepaid fees covering the remainder of the Subscription Term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

7.2 Relationship of the Parties and Third-Party Beneficiaries. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement. Domino will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Domino's obligations under this Agreement.

7.3 Export Compliance, Anti-Corruption, and Anti-Bribery. The Services may be subject to export laws and regulations of the United States and other jurisdictions, and to import laws, regulations and requirements of foreign governments. Domino and Customer each represent it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Services in a U.S. embargoed country or region or in violation of any U.S. export law or regulation. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course do not violate the above restriction.

7.4 Force Majeure. Neither Party will be in breach due to any delay or failure to perform resulting from any cause or condition beyond such party's reasonable control. If a force majeure event delays or prevents Domino's performance, the Fees will be equitably adjusted. The party seeking relief from performance must: (i) provide notice of the circumstances as soon as practicable; (ii) use commercially reasonable efforts to avoid or mitigate them; and (iii) resume performance as soon as practicable. If the failure or delay continues for more than 30 days, then the other party may terminate this Agreement without liability, except, if Customer terminates this Agreement for Domino's failure, Domino shall provide a pro-rated refund for any prepaid Fees for the remaining portion of the subscription term for the Services. This section will not apply to any accrued payment obligations.

7.5 Governing Law, Jurisdiction, and Venue. This Agreement is governed by and construed under the laws of the state of California, USA, without regard to conflict-of-laws principles. The parties agree in the event of any action arising out of this Agreement, the parties' consent to personal jurisdiction and the exclusive venue in the state and federal courts located in San Francisco County, California. Nothing in this section shall restrict Domino's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

7.6 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon: (i) personal delivery; (ii) the second business day after mailing, to the parties at the "Ship To" address in the applicable Order Form; or (iii), except for notices of termination, dispute, lawsuit, or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email: to Domino at legalnotices@Domino.com or to Customer at the email provided in the Order Form.

7.7 Amendments, Waiver, and Severability. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. All conflicting terms in any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes are void, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

7.8 Entire Agreement, Order of Precedence, and Modifications. This Agreement, including each Order Form, and any other mutually agreed exhibits or attachments, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any term or condition stated in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be the: (1) the Data Processing Agreement, (2) the applicable Order Form, (3) this Agreement, and (4) the Documentation. Titles and headings of sections of this Agreement are for convenience only.

7.9 Surviving Provisions. The sections titled "Fees and Payment," "Taxes" "Return and Deletion of Customer Data," "Reservation of Intellectual Property Rights," "Confidential Information," "Disclaimers," "Indemnification," "Limitation of Liability," "Core Operational Terms," and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Data Security and Privacy" will survive any termination or expiration for so long as Domino retains possession of Customer Data.

7.10 Modifications. Domino may modify this Agreement from time to time by giving notice to Customer through Domino's online user interfaces. Unless a shorter period is specified by Domino (e.g. due to changes in the law or exigent circumstances), the modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order Form. If Domino specifies the modifications to this Agreement will take effect prior to Customer's next renewal or order and Customer notifies Domino in writing at legalnotices@Domino.com of Customer's objection to the modifications within 30 days after the date of such notice, Domino (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of the Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect), or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid fees allocable to the terminated portion of the applicable Subscription Term.

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SUPPORT AND SERVICES LEVEL ADDENDUM

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This Support and Services Level Addendum is part of the Agreement between Domino and Customer.

Support

1) **Customer Support**. Support. Domino will provide to Customer all reasonably necessary consultation requested by Customer in connection with its use of the Software or any problems therewith during Customer's business hours, as well as 24x7 support for Urgent priority issues.

Support does not include: (a) development of custom code or computer programs, (b) repairs or Services relating to any third party software/services, (c) training, (d) designing systems or networks, (e) guidance related to unofficial or "beta" Services, or (f) authoring or dictating security practices for a customer. Support does not encompass the remediation of problems or bugs determined by Domino to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not provided by Domino. Support extends only to material non-conformities of which Domino is notified during the Subscription Term. Support does not apply or extend to the Services in the event of (i) use of the Services in conjunction with another vendor's products resulting in the defect or non-conformance; (ii) failure to follow applicable operation or support requirements; or (iii) failure to follow the Documentation.

2) **Response Time**. Domino will respond to Customer support inquiries in accordance with the following response time schedule:

Priority Code	Definition	Response Times
Urgent:	An urgent priority is given to an issue that renders the Services inoperable, or substantially degrades the performance thereof, or adversely affects Customer's business operations, or causes financial liability due to operational or informational deficiency.	Domino will respond to an Urgent priority ticket within two (2) hours of receiving it, and will work diligently to resolve the issue
High:	A high priority is given to an issue that is not adversely affecting Customer's business operations or causing financial liability, but has no viable workaround, and is repeatedly affecting Customer's	Domino will respond to a High priority ticket within four (4) business hours of receiving it, and will work diligently to resolve the issue.

	usage of the Services, or negatively affecting data integrity, or degrading performance of the Services.	
Normal:	A normal priority is given to an issue which does not significantly impact Customer's operation or use of the Services.	Domino will respond to a Normal or Low priority ticket within two (2) business days of receiving it, and will diligently work to resolve the issue. Domino will follow up with the Customer as necessary on subsequent business days. Unless otherwise agreed by the Parties, Domino will use commercially reasonable efforts to correct any such issues in the next release of the Services.
Low:	A low priority is given to questions that do not relate to the disruption of core Domino functionality. These may include "how-to" questions, especially those related to unique workflows or requirements, as well as common feature requests.	

Services Level Agreement

1) **Services Availability**. Domino agrees the Services will be available for access and use not less than 99.0% of the time in a given year, provided: (i) downtime due to regularly scheduled support and Exclusion Events (defined below) will not count as time during which the Services is not available, and (ii) Domino shall not be responsible for unavailability due to Customer's loss of Internet connectivity (the "*Uptime Commitment*"). Unavailability is the time the Services are not available to the Customer as a function of failures in Domino's or its hosting provider's hardware or software.

2) **Support and Updates to Services**. Domino reserves the right to limit Customer's access to the Services in order to perform support or repairs, to make modifications or as a result of circumstances beyond Domino's reasonable control. Domino reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates, or enhancements to the Services at any time. Domino may add or remove functionalities or features, and Domino may suspend or stop a component of the Services altogether.

3) **Exclusion Events**. Domino will not be responsible for any Services level deficiency resulting from any of the following ("*Exclusion Events*"):
a) A failure or interruption of any component or Services for which Domino is not responsible, including but not limited to, electrical power, networking equipment, computer hardware or software, or Internet and telecommunications Services;
b) Any force majeure event;
c) Viruses, other malicious code or denial of Services attacks, unless Domino fails to implement commercially reasonable threat management solutions or the Services level deficiency resulted from Domino's failure to property update such threat management solutions;
d) Acts or omissions of Customer or its employees, agents, third party contractors or vendors (except Domino); or
e) Customer inaccessibility, where such inaccessibility either caused the problem or prevents or delays its resolution.

[end of section]