

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY ASAPP SERVICES, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY ASAPP SERVICES. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY ASAPP SERVICES AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

AGREEMENT

These ASAPP Online Terms of Service (“**Agreement**”) are entered into by and between ASAPP (see Section 13 for this and other capitalized defined terms) and the entity or person placing an order for, or accessing, any ASAPP Services (“**Customer**” or “**you**”). This Agreement consists of the terms and conditions set forth below and any ancillary documents (e.g., attachments, addenda, exhibits) expressly referenced as part of the Agreement, and any Online Orders that reference this Agreement.

The “**Effective Date**” of this Agreement is the date of Customer’s initial access to any ASAPP Services (as defined below) through any online provisioning, registration or order process. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer through an Online Order.

Modifications to this Agreement: From time to time, ASAPP may modify this Agreement. Unless otherwise specified by ASAPP, changes become effective for Customer upon renewal of the then-current Term or upon the effective date of a new Online Order after the updated version of this Agreement goes into effect. ASAPP will use reasonable efforts to notify Customer of the changes through communications via Customer’s Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Term or upon the effective date of a new Online Order, and in any event continued use of any ASAPP Services after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

1. Services

1.1 Access to the Services. During the Term, ASAPP will make the Services available to the Customer in accordance with this Agreement and any additional terms and conditions set forth in an applicable Order. Subject to the terms and conditions of this Agreement, ASAPP hereby grants Customer during the Term a non-exclusive, non-transferable right and license to access the API solely in connection with the Services. Customer may also use and make one copy of any Documentation and use such documentation solely in connection with the Services.

1.2 Restrictions. Customer will not (and will not permit any Third Party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Services to a Third Party (except as set forth in the Documentation for the Services features expressly intended to enable Customer to provide its Third Parties with access to Customer Data, or as set forth in an SOW, as applicable); (b) use the Services to provide, or incorporate the Services into, any substantially similar cloud-based service for the benefit of a Third Party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain

the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance written notice to ASAPP); (d) remove or obscure any proprietary or other notices contained in the Services; or (e) use any Services in violation of the Acceptable Use Policy.

1.3 **Third Parties.** In the ordinary course of its business, ASAPP uses Third Party service providers to support the provision of the Services generally, and some features of the Services may be provided by Third Parties (e.g., voice transcription, annotation) who are working on behalf of ASAPP and who may receive and process certain Customer Data. In addition, ASAPP may provide Services through one or more Affiliates. A list of Third Party service providers can be found at <http://www.asapp.com/sub-processors/>. To subscribe to updates to the list sign up at privacy@asapp.com. All such Third Parties and Affiliates shall execute appropriate documents with ASAPP to ensure ASAPP's obligations to Customer will be fully satisfied. The ASAPP Services are hosted using Third Party hosting services. In addition, some features of the Services may be provided by Third Party software (e.g., authentication services, analytics services, dashboard services). Customer consents to ASAPP's use of such Third Parties in connection with the provision of the Services. ASAPP shall remain responsible to the Customer for the provision of the Services and the actions and omissions of Third Parties and Affiliates undertaken in connection with this Agreement.

2. Intellectual Property.

2.1 **ASAPP Technology.** Customer agrees that ASAPP or its suppliers retain all right, title and interest (including all IPR) in and to the ASAPP Technology. Except for the express limited rights set forth in this Agreement, no right, title or interest in any ASAPP Technology is granted to Customer. Further, Customer acknowledges that the Services are offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for the Services.

2.2 **Customer Reference.** ASAPP may identify Customer as its customer to other ASAPP customers or prospective customers, including for purposes of facilitating Customer-controlled data sharing hereunder. Without limiting the foregoing, ASAPP may use and display Customer's name, logo, trademarks, and service marks on ASAPP's website and in ASAPP's marketing materials in connection with identifying Customer as a customer of ASAPP. Upon Customer's written request, ASAPP will promptly remove any such marks from ASAPP's website and, to the extent commercially feasible, ASAPP's marketing materials.

3. Data.

3.1 **Customer Data.** ASAPP will comply with all privacy and other laws and the provisions of ASAPP's privacy policies relating to the protection, collection, use, storage and distribution of Customer Data. Customer (or its end users, as applicable) shall own all IPR in and to the Customer Data, and Customer does not in any way assign, transfer or convey title of the Customer Data to ASAPP. Without limiting its other obligations under this Agreement, ASAPP agrees that all Customer Data will be secured from unauthorized access, use, disclosure and loss using industry standard security practices and technologies and as otherwise required by applicable law.

3.2 **Customer Acknowledgement.** Customer represents and warrants that (a) it has the right to make the Customer Data available to ASAPP for use as contemplated herein, and (b) that it has duly informed individuals to whom such data relates of such data processing in compliance with the applicable law(s) and has obtained all necessary consents therefrom, and that it has performed all necessary notifications or any other required formalities, to permit ASAPP to process the Customer Data as contemplated herein.

3.3 ASAPP's Use of Customer Data. Subject to the terms and conditions specified herein, Customer hereby grants to ASAPP and its Affiliates a limited, non-exclusive, non-transferable license during the Term to use, reproduce, distribute, display and transmit, the Customer Data to provide the Services and in accordance with this Section 3.3. This includes, without limitation, using, compiling, labeling, annotating, transcribing and otherwise analyzing Customer Data to develop, train, tune, enhance and improve the natural language understanding, machine learning and artificial intelligence and speech recognition models, and the underlying algorithms and other components of ASAPP's software and services. To the extent any Customer Data is compiled or used by ASAPP in or with any ASAPP software and services, all IPR in ASAPP's software and services shall be owned by ASAPP. The Customer acknowledges and agrees that Customer Data may be accessed by ASAPP employees and contractors located outside the U.S in order to carry out the Services and ASAPP's other obligations under this Agreement. Customer reserves all right, title and interest in and to the Customer Data other than the limited rights expressly granted hereunder.

3.4 Data Privacy. The parties shall comply with the DPA attached as Exhibit A.

4. Security.

4.1 Security Addendum. The parties shall comply with the Security Addendum.

5. Fees

5.1 Fees. Customer will pay ASAPP the Fees for the Services as set forth in the applicable Order. All Fees are non-cancelable and non-refundable. By using the Services and providing a Payment Method for Customer's use of the Services, Customer hereby authorizes ASAPP (or its designee) to charge Customer's Payment Method on the first day of each month during the Term for all applicable Fees incurred during the previous month. Customer acknowledges that the amount billed each month may vary depending on Customer's use of the Services. If a payment is not successfully settled (e.g., due to expiration or insufficient funds), Customer remains responsible for any uncollected amounts, authorizes ASAPP to continue billing Customer's Payment Method, and acknowledges that for certain Payment Methods the Payment Method issuer may charge a fee and/or other charges, for which Customer will be responsible. ASAPP may, in its sole discretion, offer Customer promotional credits or other free use of the Services. Any such credits or free use will be credited against Customer's monthly Fees. Promotional credits and any other free use of the Services have no cash value, are non-transferable and non-refundable, and expire thirty (30) days after they are issued, unless otherwise indicated by ASAPP. Customer also acknowledges and agrees that Customer's use of the Services may be limited or capped by ASAPP in its sole discretion.

5.2 Taxes. Unless otherwise stated, ASAPP's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all taxes associated with its purchases hereunder. If ASAPP has the legal obligation to pay or collect taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides ASAPP with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ASAPP is solely responsible for taxes assessable against it based on its income, property and employees.

6. Representations and Warranties.

6.1. Service Warranty. ASAPP warrants that: (a) the Services will operate in substantial conformity with the applicable Documentation and substantially in accordance with the specifications in the applicable SOW. If ASAPP is not able to correct any reported non-conformity with this warranty, then as its sole and exclusive remedy, Customer may terminate this Agreement, any Order and/or any SOW (as applicable). This warranty will not apply if the error or non-conformance was caused by: (i) Customer's misuse of the Services; (ii) modifications to the Services by Customer or any third party; or (iii) any services or hardware of Customer or any of its third parties used by Customer in connection with the Services.

6.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

7. Support

7.1 Service Level. ASAPP shall use commercially reasonable efforts to provide the Services in accordance with the SLA. The SLA applies to commercial deployments only and not to evaluation, development, proof of concept, pilot, optimization, or trial deployments.

8. Disclaimer; Limitation of Liability

8.1 Exclusion of Warranties. EXCEPT AS SET FORTH IN SECTION 6 ABOVE, THE PARTIES DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY (INCLUDING MERCHANTABILITY OF COMPUTER PROGRAMS), FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, NON-INFRINGEMENT AND SYSTEM INTEGRATION.

8.2 LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST PROFITS, LOST REVENUE, INTERRUPTIONS OF BUSINESS, FAILURE TO REALIZE SAVINGS OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT OR NOT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (B) CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY, AND (C) BREACH OF CONFIDENTIALITY, ASAPP'S LIABILITY FOR DIRECT DAMAGES WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID HEREUNDER.

9. Indemnification

9.1 Indemnity. ASAPP agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against the Customer to the extent it is based on a claim the Services directly infringe any United States patent, copyright, trademark, or trade secret of a third party, and ASAPP will indemnify and hold Customer harmless from and against any Losses (including reasonable attorneys' fees) that are attributable to such claim or action and are assessed against the Customer in a final judgment. ASAPP shall have the foregoing obligation only if the Customer provides ASAPP with: (a) a prompt written request for defense in such claim or action; (b) sole control and authority over the defense or settlement thereof (provided that ASAPP shall not settle, or consent to any entry of judgment in, any action without obtaining (i) an unconditional release of the Customer from all liability with respect to such action, and

(ii) the prior written consent of the Customer); and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such claim or action.

9.2 Limitations. ASAPP will not have any liability or indemnification obligations to the Customer under Section 9.1 of this Agreement to the extent that any Losses arise directly as a result of: (1) the modification of the Services by any party other than ASAPP or based on Customer's specifications or requirements; (2) the combination of the Services with products or processes not provided by ASAPP; (3) any use of the Services in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by ASAPP.

9.3 Discharge of Obligations. If the ASAPP Service becomes, or in ASAPP's opinion is likely to become, the subject of an infringement claim or action, ASAPP may, at its option and in its sole discretion discharge its obligations by: (a) procuring, at no cost to the Customer, the right for the Customer to continue using the Services; (b) replacing or modifying the Services to render it non-infringing, provided there is no material loss of functionality; or (c) if, in ASAPP's reasonable opinion, neither (a) nor (b) above is commercially feasible, terminating the Agreement and refunding the amounts the Customer has pre-paid for such Services. The foregoing state ASAPP's sole obligation and the Customer's exclusive remedy in the event any claim or action for infringement is commenced or is likely to be commenced.

10. Term and Termination

10.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms.

10.2. Termination. Either party may terminate any Order in accordance with its terms, by providing notice via email to the other party and requesting termination. Customer shall send any notice of termination to ASAPP at legal@asapp.com, and ASAPP shall send any notice of termination to the email address provided by Customer.

10.3 Effect of Termination. Subject to Section 10.4, upon the termination of this Agreement for any reason: (a) ASAPP will cease providing the Services; (b) the licenses granted herein will automatically and immediately terminate.

10.4 Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

11. Confidentiality

11.1 Protection Measures. Each Party agrees to hold the other Party's Confidential Information in trust and confidence and will not at any time, directly or indirectly, use, disclose, furnish, divulge or permit any person or entity access to the other Party's Confidential Information except as otherwise expressly permitted in this Agreement. Neither Party will use the other Party's Confidential Information for any purpose other than in connection with this Agreement. Each Party will take reasonable measures, consistent with those taken to protect its own Confidential Information, and in no event less than commercially reasonable steps, to protect the other Party's Confidential Information against disclosures in violation of this Agreement. Each Party will limit the disclosure of the other Party's Confidential Information to employees and contractors with a need to know who (a) have been advised of the proprietary nature thereof, and (b) have in writing either acknowledged a specific obligation to maintain

the confidentiality thereof or agreed to protect and keep confidential all proprietary information to which they have access in the scope of their employment.

11.2 Exceptions. The restrictions set forth in Section 11.1 will not apply to any information that (a) was publicly known at the time of its receipt by the receiving Party or has become publicly known other than by a breach of this Agreement or any other obligation of confidentiality; (b) was already known by the receiving Party prior to its disclosure, without obligation to keep it confidential, at the time of its receipt, as evidenced by prior documentation thereof; (c) is developed independently by the receiving Party without use of or reference to the other Party's Confidential Information; or (d) is received by the receiving Party in good faith from a Third Party lawfully in possession thereof without obligation to keep such information confidential and without requiring the receiving Party to keep the information confidential. Furthermore, each Party may disclose Confidential Information if required to do so pursuant to a written court order, subpoena or by operation of law; provided, however that such Party must first provide the other Party prior advance written notice in order that the other Party may attempt to obtain a protective order limiting disclosure and use of the information disclosed. To the fullest extent permitted by law, a Party will continue to protect as confidential and proprietary all Confidential Information disclosed in response to such order, subpoena, regulation or process of law.

11.3 No Licenses or Warranties. All Confidential Information will remain the property of the disclosing Party and will be returned upon written request except as may otherwise be expressly provided for herein, no license under any IPR is granted or implied by the disclosure of Confidential Information to the receiving Party. Except as otherwise expressly provided for herein, Confidential Information disclosed by either Party hereunder will not constitute any representation, warranty, assurance, guarantee, or inducement by the disclosing Party of any kind, including, without limitation, any warranties of non-infringement or accuracy.

12. General

12.1 Assignment. Customer shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by ASAPP. Notwithstanding the foregoing, Customer may assign its rights hereunder in their entirety pursuant to: (i) a merger with; (ii) the sale of substantially all of its assets to; or (iii) a consolidation with a third party; provided (a) Customer provides ASAPP with prompt written notice of such sale, merger or consolidation, and (b) the assignee agrees to be bound by all terms and conditions set forth by this Agreement. ASAPP shall be free to assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to a third party, provided that ASAPP provides Customer with prompt written notice of the assignment.

12.2 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures. Upon request, ASAPP shall provide a summary of its then-current business continuity plan to Customer.

12.3 Notices. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or

couriered; or (c) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier. Email notifications to ASAPP shall be to legal@asapp.com.

12.4 Relationship Between the Parties. In all matters relating to this Agreement, Customer and ASAPP shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. ASAPP shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the services with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Customer and any such third parties, nor any obligation on the part of Customer, to pay or to ensure the payment of any money due any such third party.

12.5 Governing Law. This Agreement and any controversies or disputes arising hereunder will be interpreted according to the laws of the State of New York, USA without regard to or application of its choice-of-law rules or principles. The Parties agree that any dispute hereunder will be subject to the exclusive jurisdiction of the state or federal courts in New York, New York.

12.6 Injunctive Relief. Each Party recognizes and acknowledges that any use or disclosure of Confidential Information by the receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the disclosing Party for which remedies other than injunctive relief may be inadequate, and the receiving Party agrees that in any request by the disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving Party will not maintain that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

12.7 Partial Invalidity; Waiver. If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Party shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

12.8 Entire Agreement; Headings; Counterparts. This Agreement, all Orders issued hereunder, and the exhibits attached hereto, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

12.9 No Third Party Beneficiaries. Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

12.10 Compliance with Laws. The Parties agree to comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations, rules, codes and orders (collectively “laws”) in performance of this Agreement.

12.11 Export Controls; Government Use. The Parties agree to comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the software, services and related documentation are “commercial items” as that term is defined at 48 C.F.R. 2.101. The software and documentation consists of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

12.12 Foreign Corrupt Practices Act. Customer shall comply with all applicable laws or regulations in all countries in which Customer conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Customer confirms by way of signature of this Agreement that Customer has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (“FCPA”) and shall comply with the FCPA at all times.

13. Definitions

Capitalized terms used and not otherwise defined in this Agreement will have the meanings set forth below:

13.1 “Acceptable Use Policy” means ASAPP’s acceptable use policy, made available at <https://www.asapp.com/legal/acceptable-use-policy>.

13.2 “Account” means Customer’s account for the applicable Services.

13.3 “Affiliate” means, with respect to a Party, any business entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Party. As used herein, “Control” (including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

13.4 “Analytics Data” means (i) user data, information and other content that is created by the Services, including information such as daily usage data, record level metrics, aggregate metrics and aggregated statistics and (ii) new data created by ASAPP in connection with the provision of the Services by aggregation, annotation, manipulation, or other processing. Analytics Data shall be anonymized and shall not include any data from which Customer Data can be identified.

13.5 “ASAPP Technology” means the Services, Documentation, Analytics Data, and any Updates, derivative works, modifications, or improvements of any of the foregoing.

13.6 “Customer Data” means the Data submitted by Customer or Customer’s end users through the ASAPP Platform, and any and all information of the Customer, including, without limitation, information identifying or otherwise relating to Customer’s end users, provided to ASAPP by Customer and any and all other Confidential Information of Customer, regardless of the method such information is received, collected or otherwise processed and regardless of the form, format or medium in or on which such data and/or information is stored. Customer Data is considered Customer Confidential Information and also includes Customer-provided business rules and configurations.

13.7 “Confidential Information” means non-public information, in any form or medium, that is either marked or designated as proprietary and/or confidential at the time of disclosure, or by the nature of the circumstances surrounding disclosure would be apparent to a reasonable person to be of a proprietary and/or confidential nature, the maintenance of which is important to the disclosing Party. Confidential Information of ASAPP will include, without limitation, the ASAPP Platform and all related interfaces, designs and technical components, and all modifications, customizations, or enhancements thereto, and all non-public information, whether written, oral or otherwise, and even if not marked as confidential, that Customer receives from or on behalf of ASAPP or its Affiliates in connection with the foregoing.

13.8 “Documentation” means all documentation, instructions, diagrams, and other materials related to the Services provided by ASAPP.

13.9 “Fees” means the fees payable by Customer to ASAPP for the applicable Services.

13.10 “IPR” means all intellectual property rights protectable by law anywhere throughout the world, including: (i) any idea, design, concept, technique, methodology, process, invention or discovery, whether patentable or not, (ii) all United States and foreign patents, patent applications, certificates of invention and all continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (iii) any works of authorship or expression, whether or not copyrightable, including moral rights and copyrights recognized by domestic or foreign law, together with any renewal or extension thereof and all rights deriving there from; (iv) any logos, trademarks, service marks, trade names and trade dress, and all goodwill relating thereto; and (v) any trade secrets, know-how, Confidential Information, or similar rights protectable under any laws or international conventions throughout the world, and in each case including any improvements, enhancements or modifications to, or derivatives from, any of the foregoing, and the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

13.11 “Losses” means liabilities, losses, settlement costs, fines, penalties, damages, judgments, and reasonable and verifiable costs and expenses (including reasonable attorneys’ fees and costs).

13.12 “Order” means an order for Services to be provided by ASAPP to Customer, which contains a detailed description of the Services and the Fees for such Services, which Order is signed by the Parties and governed by this Agreement.

13.13 “Person” means any natural person, firm, corporation, partnership, company, limited liability company, trust, joint venture, association or other entity.

13.14 “Security Addendum” means the ASAPP Security Addendum, made available at <https://www.asapp.com/legal/security-addendum>.

13.15 “Security Policies” shall mean ASAPP’s information security and privacy policies.

13.16 “Service Level Agreement” or “SLA” shall mean the service level performance standards described found at <https://www.asapp.com/legal/service-level-agreement-ai-services> as may be periodically updated by ASAPP.

13.17 “Services” means ASAPP’s proprietary software application or applications, algorithms (e.g., natural language processing algorithms) and any third-party or other software, all Updates of the foregoing, and any other services that ASAPP makes available to Customer under this Agreement as more specifically set forth in an Order.

13.18 “Term” means either: (a) the period of time during which Customer is authorized to access the relevant Services, as specified in the applicable Order; or (b) with respect to the Services, a one-month term that automatically renews each month for an additional one-month term unless terminated in accordance with this Agreement.

13.19 “Third Party” means any Person other than ASAPP, its Affiliates, and Customer.

13.20 “Updates” means updates, enhancements, modifications, new releases, corrective programming and/or changes to the Services, the associated machine learning and artificial intelligence models and the underlying algorithms, and their outputs.

EXHIBIT A - DATA PROCESSING AGREEMENT

This DPA is incorporated into and made a part of the written agreement between ASAPP and Customer that references this document (the “**Agreement**”) and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this DPA, this DPA shall govern.

This DPA applies to ASAPP’s Processing of Customer Personal Data as a Processor in connection with the provision of the services under the Agreement (“**Services**”), provided that the Processing of such Customer Personal Data is subject to Data Protection Legislation. This DPA is intended to address requirements of Data Protection Legislation, including Article 28(3) of the GDPR and CCPA. This DPA shall be effective for the term of the Agreement or until deletion or return of Customer Personal Data as instructed by Customer under this DPA, whichever is earlier.

1. DEFINITIONS

1.1. For the purposes of this DPA:

1.1.1. “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations;

1.1.2. “**Customer**” means the person/company whose data ASAPP is processing;

1.1.3. “**Data Security Incident**” means any breach of security to ASAPP’s technical and organizational measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed by ASAPP. For clarity, Data Security Incident does not include security events detected through the Services;

1.1.4. “**Customer Personal Data**” means Personal Data submitted or made available by Customer to ASAPP, on behalf of Customer’s customers, for the performance of ASAPP’s Services under the Agreement;

1.1.5. “**Europe**” means for the purposes of this DPA (i) the European Economic Area, consisting of the European Union (“**EU**”) Member States, Iceland, Lichtenstein and Norway; (ii) Switzerland; and (iii) the UK;

1.1.6. “**European Data Protection Legislation**” means all applicable legislation in Europe relating to data protection, privacy and security, including without limitation, (i) the GDPR, together with any national implementing laws in Europe; (ii) the EU Directive 2002/58/EC (“**e-Privacy Directive**”), as replaced from time to time, together with any national implementing laws in Europe, including laws regulating the use of cookies and other tracking means as well as unsolicited e-mail communications; and (iii) all applicable laws in Europe relating to the interception or monitoring of communications, including emails and text messages, such as the UK Investigatory Powers Act 2016, as amended, repealed, consolidated or replaced from time to time;

1.1.7. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

1.1.8. **“Sell”** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for monetary or other valuable consideration;

1.1.9. **“Standard Contractual Clauses”** means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU;

1.1.10. **“Sub-Processor”** means the entity engaged by the Processor or any further Sub-Processor to Process Personal Data on behalf and under the authority of the Controller; and

1.1.11. **“Controller”, “Data Subject”, “Personal Data”, “Processing”, “Processor”, “Sell” and “Service Provider”** will each have the meaning given in the GDPR or CCPA. Personal Data shall also mean “Personal Information” as such term is defined in the CCPA.

1.2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

2. DETAILS OF THE PROCESSING

2.1. **Types of Customer Personal Data and Categories of Data Subjects.** Customer Personal Data may relate to individuals about whom data is submitted or made available by Customer or any Customer end user through the Services, including unique identifiers, device information, and basic end user personal data (any potential personal data that may be collected by the Services) and includes, but is not limited to, basic personal details, geolocation, and personal identification details.

2.2. **Subject Matter, Nature and Purpose of the Processing.** ASAPP may Process Customer Personal Data in connection with provisioning the Services to Customer. Customer Personal Data will be collected, analyzed and stored by ASAPP for purposes of providing the Services set forth in the Agreement, this DPA and any applicable Statement of Work.

2.3. **Duration of the Processing.** Customer Personal Data will be Processed for the duration of the Agreement until return or deletion, as instructed by Customer under Section 9 of this DPA.

3. PROCESSING OF CUSTOMER PERSONAL DATA

3.1. The parties acknowledge and agree that Customer is the Controller of Customer Personal Data and ASAPP is a Processor. Unless otherwise required by applicable law, ASAPP will only Process Customer Personal Data as a Processor on behalf of and in accordance with Customer’s prior written instructions as set out in this DPA, the Agreement, or by other written agreement of the parties. ASAPP is hereby instructed to Process Customer Personal Data to the extent necessary to enable ASAPP to provide the Services and performance of the Agreement, this DPA and any applicable Statement of Work, or as otherwise required by applicable law. As part of providing the Services, ASAPP may (i) deidentify or aggregate Customer Personal Data and (ii) Process Customer Personal Data for purposes of customer support, verifying credentials, extracting usage and service performance information, identifying threats and malicious activity, mitigating fraud, financial loss or other harm; establishing, exercising or defending legal claims; and building, analyzing and improving ASAPP’s products, services and systems. If ASAPP cannot Process Customer Personal Data in accordance with Customer’s instructions due to an applicable legal requirement, ASAPP will (i) promptly notify Customer of that legal requirement and/or

of the inability to comply with any instructions before the relevant Processing, to the extent permitted by applicable law; and (ii) cease all Processing (other than merely storing and maintaining the security of the relevant Customer Personal Data) until such time as Customer issues new instructions with which ASAPP is able to comply. If this provision is invoked, ASAPP will not be liable to Customer under the Agreement for any failure to perform the Services until such time as Customer issues new instructions in regard to such Processing.

3.2. The parties acknowledge that Customer discloses Customer Personal Data to ASAPP for Business Purposes. ASAPP will not Sell Customer Personal Data or, unless otherwise permitted or required by applicable law, (i) retain, use or disclose the Customer Personal Data (a) for purposes other than providing the Services and carrying out its obligations pursuant to the Agreement, or (b) outside of the direct business relationship between ASAPP and Customer, or (ii) combine Customer Personal Data received pursuant to the Agreement with personal information received from or on behalf of another person(s), or collected from ASAPP's own interaction with individuals, unless permitted by Data Protection Legislation. ASAPP certifies that it understands and will comply with the requirements and restrictions set forth in this Section 3 of the DPA.

3.3. Each party will process Customer Personal Data in compliance with its respective obligations under Data Protection Legislation and will notify the other party in writing if it makes a determination that it can no longer meet its obligations. Customer shall use the Services in accordance with the requirements of Data Protection Legislation. Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Legislation. In accordance with the requirements of Data Protection Legislation, Customer shall provide all required notices or other information to Data Subjects, obtain all required consents from Data Subjects (or establish another legal basis for Processing) and take any other steps required by Data Protection Legislation, as is necessary for ASAPP to receive and Process Customer Personal Data for the purposes set forth in this DPA.

3.4. In connection with the performance of this DPA and the Agreement, Customer authorizes ASAPP to remotely access any Customer Personal Data from the United States, Argentina, Uruguay, India, the United Kingdom, and such other jurisdiction as may be necessary from time to time. Where such access occurs, ASAPP will access the Customer Personal Data in accordance with applicable Data Protection Legislation. The parties hereby enter into and shall comply with the provisions of the EU Standard Contractual Clauses (for transfers outside the EEA and Switzerland) and the UK International Data Transfer Addendum (for transfers outside the UK) to implement appropriate safeguards for transfers of Customer Personal Data to countries that are not recognized by the European Commission, Switzerland or the UK as providing an adequate level of protection for Personal Data. Customer acknowledges that ASAPP may, at its discretion, certify to any successor frameworks (or other similar mechanisms) to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as administered by the U.S. Department of Commerce (or such other relevant organization) and that such certification will replace the European Transfer Clauses, all on the condition that such certification has not been found to be invalid by the European Commission or any other competent authority (such as those in the UK) in the jurisdiction in which the processing is occurring. Customer, as Controller/data exporter (for the purposes of the European Transfer Clauses), understands that ASAPP may execute the European Transfer Clauses also on behalf of its affiliates.

3.5. Where ASAPP makes an onward transfer of Customer Personal Data, ASAPP shall ensure the entity receiving the onward transfer of Customer Personal Data agrees to be bound by the appropriate Module of the EU Standard Contractual Clauses and the UK International Data Transfer Addendum (i.e., Module 3), unless such onward transfer is otherwise permitted by European Data Protection Laws.

3.6. The parties shall work together in good faith to enter into a Replacement Transfer Mechanism reasonably requested by ASAPP and take such action (which may include execution of documents) as may be required to give effect to such Replacement Transfer Mechanism for purposes of compliance with applicable Data Protection Legislation, all on the condition that such Replacement Transfer Mechanism has not been found to be invalid by the European Commission or any other competent authority in the jurisdiction in which the processing is occurring.

4. CONFIDENTIALITY

4.1. ASAPP will take reasonable steps to ensure that personnel whom ASAPP authorizes to Process Customer Personal Data on its behalf are subject to confidentiality obligations with respect to that Customer Personal Data.

5. SECURITY MEASURES

5.1. ASAPP will implement appropriate technical and organizational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data, including, as appropriate, the measures required by Article 32 of the GDPR. Customer agrees that ASAPP may implement adequate alternative security measures from time to time, provided the security level of the alternative measures is not materially decreased.

6. SUB-PROCESSING

6.1. Customer hereby grants general written authorization to ASAPP to appoint Sub-Processors to perform specific Processing activities on its behalf. A list of sub-Processors currently engaged by ASAPP in connection with the Services can be found at <http://www.asapp.com/sub-processors/> (as may be updated by ASAPP from time to time in accordance with this DPA) ("**Sub-Processor Site**").

6.2. ASAPP shall make available on its Sub-Processor Site a mechanism to subscribe to notifications of new Sub-Processors. ASAPP shall provide such notification to those emails that have subscribed at least twenty-eight (28) days in advance of allowing the new Sub-Processor to Process Customer Personal Data (the "**Objection Period**"). During the Objection Period, objections (if any) to ASAPP's appointment of the new Sub-Processor must be provided to ASAPP in writing and based on reasonable grounds. In such event, the Parties will discuss those objections in good faith with a view to achieving resolution. If it can be reasonably demonstrated to ASAPP that the new Sub-Processor is unable to Process Customer Personal Data in compliance with the terms of this DPA and ASAPP cannot provide an alternative Sub-Processor, or the Parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Form(s) with respect to only those aspects which cannot be provided by ASAPP without the use of the new Sub-Processor by providing advance written notice to ASAPP of such termination. ASAPP will refund Customer any prepaid unused fees of such Order Form(s) following the effective date of such termination.

6.3. Before engaging any Sub-Processor to Process Customer Personal Data, ASAPP will enter into a binding written agreement with the Sub-Processor that imposes on the Sub-Processor obligations that are no less protective than those imposed on ASAPP under this DPA. Where the Sub-Processor fails to fulfil its data protection obligations, ASAPP will remain fully liable to Customer for the performance of such Sub-Processors obligations.

7. ASSISTANCE

7.1. At Customer's request, ASAPP shall provide Customer with reasonable assistance (including by appropriate technical and organizational measures) necessary for the fulfillment of the Customer's obligations to the Controllers' with respect to:

7.1.1. responding to requests for the exercise of Data Subjects' rights or requests;

7.1.2. keeping Personal Data secure; and

7.1.3. conducting of data protection impact assessments and consultation with Data Protection Authorities by Controllers if the Controllers are required to do so under European Data Protection Legislation,

ASAPP will provide such assistance only to the extent that such assistance is strictly necessary for the fulfillment of the Customer's obligations to the Controllers' and relates to the ASAPP's Processing of Customer Personal Data, taking into account the nature of the Processing and the information available to ASAPP.

7.2. Customer shall be responsible for any costs and expenses arising from provision by ASAPP of the assistance contemplated under this Section 7.

8. DATA SECURITY INCIDENTS

8.1. ASAPP will notify Customer without undue delay after it becomes aware of any confirmed Data Security Incident. At Customer's request, ASAPP will provide Customer with reasonable assistance necessary to enable Customer to comply with its data breach notification obligations under European Data Protection Legislation. Customer shall be responsible for any costs and expenses arising from provision by ASAPP of the assistance contemplated under this Section 8.1.

8.2. ASAPP will not assess the contents of Customer Personal Data in order to identify information subject to any specific legal requirements under European Data Protection Legislation or other applicable law. Customer and the Controllers shall be solely responsible for complying with any European Data Protection Legislation data breach notification requirements applicable to Customer and fulfilling any third-party notification obligations related to any Data Security Incident.

9. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

9.1. Upon the expiration or earlier termination of the Agreement, ASAPP will delete or return, at Customer's election, all Customer Personal Data in the possession or control of ASAPP, unless the continued retention of such Customer Personal Data is permitted by applicable law. Customer shall be responsible for all fees and expenses, charged at prevailing rates, associated with the return or deletion of Customer Personal Data.

9.2. Notwithstanding the foregoing, ASAPP may retain (i) Customer Personal Data as required by law or expressly agreed by Customer and (ii) Customer Personal Data, which is stored in accordance with regular computer back-up operations, in compliance with ASAPP's disaster recovery and business continuity protocols. ASAPP shall not actively or intentionally Process such Customer Personal Data for any other purpose, unless required to do so by applicable law.

10. INFORMATION REQUESTS

10.1. ASAPP will, at Customer's request, reasonably cooperate with Customer to provide Customer with such information that is reasonably necessary to enable Customer to demonstrate compliance with the obligations set forth in this DPA and allow for and contribute to audits, including inspections, conducted by Customer or a qualified independent third-party assessor who is reasonably acceptable to ASAPP and bound by confidentiality obligations satisfactory to ASAPP, to the extent that such information is within ASAPP's control and ASAPP is not precluded from disclosing it by applicable law, a duty of confidentiality, a legal privilege or protection, or any other obligation owed to a third party. Audits and inspections shall be conducted no more than once per year, during the term of the Agreement, during regular business hours, and shall be subject to (i) a written request submitted to ASAPP at least forty-five (45) days in advance of the proposed audit date; (ii) a detailed written audit plan, and scope reviewed and approved by ASAPP, which is only to involve information of relevance to Customer Personal Data; and (iii) ASAPP's on-site security policies. Such audits will take place only in the presence of a designated representative of ASAPP. The audits shall not be performed by a competitor of ASAPP or be permitted to disrupt ASAPP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ASAPP clients. ASAPP may charge Customer a reasonable fee for such audit.

10.2. ASAPP will inform Customer if, in its opinion, an instruction from Customer infringes European Data Protection Legislation. Customer acknowledges that ASAPP is under no obligation to perform a detailed legal examination with respect to the compliance of Customer's instructions with European Data Protection Legislation.

11. LIMITATION OF LIABILITY

11.1. Customer acknowledges that ASAPP is reliant on Customer for direction as to the extent to which ASAPP is entitled to Process Customer Personal Data on behalf of Customer in performance of the Services. Consequently, ASAPP will not be liable under the Agreement or this DPA for any losses arising from a claim brought by a Data Subject, or other third party, arising from any action or omission by ASAPP, to the extent that such action or omission resulted from Customer's (or any Controller's) instructions or from Customer's failure to comply with its obligations under European Data Protection Legislation or any agreement with the Controllers.

11.2. Notwithstanding any provisions to the contrary included in this DPA, each party's liability towards the other party under or in connection with this DPA will be limited in accordance with the provisions of the Agreement.