

This master subscription agreement (together with all order forms, this “agreement”) governs customer’s acquisition and use of services provided or made available by Atolio, inc. (“Atolio”) and its affiliates. Capitalized terms have the definitions set forth herein. This agreement is effective between customer and Atolio as of the date of customer’s accepting this agreement.

If customer registers for a trial of Atolio services, the applicable provisions of this agreement will also govern that trial. By accepting this agreement, by (1) executing an order form that references this agreement, or (2) using a trial of 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 and its affiliates to these terms and conditions, in which case the term “customer” shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

Introduction to Atolio: Atolio provides a unified search solution for finding knowledge across disparate systems and gaining insights into where knowledge is located within an organization.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**AI**” means an open source or foundation large language model or other artificial intelligence algorithm.

“**Customer**” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“**Customer Data**” means billing and account information, Search Data, and electronic data and information submitted by or for Customer to the Services.

“**Documentation**” means the user manuals, training materials, supporting materials and other information related to the Services that Atolio customarily provides to end users of the Services. Documentation includes, without limitation, all of the published specifications for the Services on the date that this Agreement takes effect.

“**DPA**” means the Atolio Data Processing Agreement available at <https://www.atolio.com/dpa>.

“**Metadata**” means (i) process, configuration, log, and account activity, including usage statistics on a per-user basis, which is used for billing and licensing purposes; (ii) information about the type of search queries processed, including but not limited to the number of search terms, the number of unique searches, the number of results, and whether a search result was clicked; and (iii) anonymized or “hashed” Search Data. As between Customer and Atolio, Atolio owns all right, title, and interest in and to the Metadata.

“Month” means a period beginning on the first day of any given calendar month and continuing until the last day of such calendar month.

“Non-Atolio Application” means a Web-based, mobile, offline or other software application functionality, product, or service that interoperates with the Services, including through an application programming interface (“API”), that is provided by Customer or a third party, including but not limited to AI.

“Order Form” means an ordering document specifying the Services to be provided hereunder that is entered into between and executed by each of Customer or any of its Affiliates and Atolio or any of its Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Privacy Policy” means Atolio’s Privacy Policy available at <https://www.atolio.com/privacy/>.

“Search Data” means search query terms and generated search results. For the avoidance of doubt, Atolio cannot read or access Search Data that is not anonymized or “hashed”.

“Services” means the products and services that are ordered by Customer under an Order Form, including Standard Services or Services provided to Customer for a trial period, and made available by Atolio, together with the Software and Documentation. The Services are provided and licensed based on limitations identified in the applicable Order Form, which may include, but are not limited to: (i) the Subscription Term, (ii) an identified number of Users, and (iii) identified workload, unit, or resource limitations, all as applicable to the specific Services licensed by Customer. “Services” exclude Non-Atolio Applications.

“Software” means any Atolio software provided to Customer as part of the Services, which is deployed through Customer’s AWS account and installed on Customer’s cloud environment to collect and transmit Metadata to Atolio.

“Standard Services” means Atolio’s standard, paid Services that Customer or Customer’s Affiliate purchases under an Order Form, as distinguished from those provided for a paid or unpaid trial period.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Atolio without charge, for whom a Service has been provisioned), and to whom Customer (or its applicable third party provider, on Customer’s behalf) has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Customer.

2. ATOLIO RESPONSIBILITIES

2.1. Provision of Standard Services. Atolio will (a) make the Services available to Customer pursuant to this Agreement, the applicable Order Forms and Documentation, (b) provide applicable Atolio standard set-up assistance and support for the Standard Services to Customer at no additional charge (unless otherwise provided in an Order Form), (c) use commercially reasonable efforts to correct errors or defects that prevent the Standard Services from performing substantially in accordance with the Documentation, except for any errors, defects or unavailability caused by circumstances beyond Atolio’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Atolio’s employees), pandemic, epidemic or lock-down restriction (each, a **“Force Majeure Event”**), or any Internet service provider failure or delay, power failure, Non-Atolio Application or other non-Atolio systems, equipment, network or facilities, or denial of service attack or other security breach of Customer’s or its third party providers’ systems, and (d) provide the Services in accordance with laws and government regulations applicable to Atolio’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), in each case of (a)-(d), subject to Customer’s use of the Services in accordance with this Agreement and the Documentation.

2.2. Trial. If Customer enters an Order Form for a trial period, Atolio will make the applicable Service(s) available to Customer on a trial basis, either free of charge or subject to Customer’s payment of the applicable trial fees (as set forth in the applicable Order Form), until the earlier of (a) the end of the trial period for which Customer registered to use the applicable Service(s), (b) the start date of any Standard Services subscription ordered by Customer for such Service(s), or (c) termination by Atolio in its sole discretion. ANY DATA THAT CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER’S TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY ATOLIO” SECTION BELOW, DURING THE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND ATOLIO SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH

CASE ATOLIO'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, ATOLIO AND ITS AFFILIATES AND ITS AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO ATOLIO AND ITS AFFILIATES FOR ANY AND ALL DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES

- 3.1. **License Grant.** Subject to Customer's compliance with this Agreement, Atolio hereby grants to Customer a non-sublicensable, non-transferrable and non-assignable (except in connection with a permitted transfer or assignment under the section titled "Assignment" below) and non-exclusive right and license to (a) install the Services in Customer's virtual private cloud server (or that made available under a valid contract to Customer by its applicable third party hosting provider) that is located within the United States (or such other jurisdiction that is preapproved in writing by Atolio), and (b) permit Users to access and use the Services for Customer's internal business purposes. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement, the Documentation, the Privacy Policy, and all applicable laws and regulations.
- 3.2. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, Standard Services are purchased as subscriptions for the Subscription Term stated in the applicable Order Form. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Atolio regarding future functionality or features.
- 3.3. **Set Up and Configuration.** In order to set up and configure the Services pursuant to Section 2.1(b), Customer will provide Atolio temporary access to Customer's infrastructure to configure the stack and integrate connectors, after which time access will be revoked.
- 3.4. **Monitoring.** Atolio reserves the right to monitor Customer's use of the Services. Customer hereby understands and agrees that Atolio has the right on an ongoing basis during the Term (defined below) to (i) conduct license verifications to confirm Customer has a valid license key and is using the Services in accordance with the licenses granted hereunder, and (ii) receive operational logs and conduct operational log management through Atolio's corporate log management provider. For avoidance of doubt, operational logs do not contain or monitor Customer Data.
- 3.5. **Overage.** Any use of the Services by Customer in excess of the usage limits set forth in the applicable Order Form (an "**Overage**") is subject to billing in arrears by Atolio in accordance with the "Invoicing and Payment" section below and at the rates set forth in the applicable Order Form. Additional fees for any Overage are prorated through the end of the Term, rounded up to the next whole month. Atolio may work with Customer to reduce Customer's usage so that it conforms to the existing limit; provided, however, that (i) Customer remains obligated to pay for any Overage incurred, (ii) contractual usage limits set forth in an Order Form will not be reduced during the Term, and (iii) Atolio may block Customer's ability to exceed usage limits.
- 3.6. **Audit.** At any time during the Term of this Agreement and for a **period of three (3) years thereafter**, but not more than once during any one (1) year period, Atolio may audit Customer's use of the Services upon reasonable advance notice to Customer. Customer shall cooperate with the audit, including by providing access to any books, computers, records or other information that relate to use of the Services. **In the** event that an audit reveals use of the Services in violation of the terms of this Agreement, Customer will reimburse Atolio for the reasonable cost of the audit, in addition to such other rights and remedies that Atolio may have.
- 3.7. **Updates.** Atolio will make available to Customer any updates or revisions to the Services but only to the extent Atolio in its sole discretion generally makes the foregoing available to its other licensees at no additional charge as part of its Standard Services offering (each, an "**Update**"). Customer agrees to promptly download and install each Update upon release (and may opt in to auto-install functionality if offered by Atolio).
- 3.8. **Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-Atolio Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Atolio Application to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or

disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or any systems or networks connected to the Services, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any Atolio intellectual property except as permitted under this Agreement, an Order Form or the Documentation, (h) except as expressly permitted in an Order Form or the Documentation, or as otherwise permitted by Atolio in writing, modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) except to the extent specifically permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

- 3.9 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Atolio Applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Atolio promptly of any such unauthorized access or use of which Customer becomes aware, (d) use the Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, (e) ensure that it has and maintains adequate and sufficient network connectivity, storage, equipment and other information technology infrastructure necessary to operate and use the Services in Customer's environment, and (f) comply with terms of service of any Non-Atolio Applications with which Customer uses the Services. Any use of the Services in breach of the foregoing by Customer or Users that in Atolio's reasonable judgment threatens the security, integrity or availability of Atolio's services, may result in Atolio's immediate suspension of the Services; provided, however, that Atolio will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

4. **NON-ATOLIO APPLICATIONS**

- 4.1 Non-Atolio Applications. Non-Atolio Applications may be integrated with the Services to enhance and supplement the Services and offer additional functionality. Customer is solely responsible for the acquisition of any Non-Atolio Application, and any exchange of data between Customer and any such Non-Atolio Application is solely between Customer and the Non-Atolio Application. Atolio does not warrant or support Non-Atolio Applications, whether or not they are designated by Atolio as interoperable with the Services or otherwise. Atolio is not responsible for any access to or disclosure, modification, or deletion of Customer Data resulting from Customer's use of any Non-Atolio Application.
- 4.2 Integration with Non-Atolio Applications. The Services may contain features designed to interoperate with Non-Atolio Applications. Atolio cannot guarantee the continued availability of any Service features that interoperate with Non-Atolio Applications and may cease providing them without Customer being entitled to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Atolio Application ceases to make the Non-Atolio Application available for interoperation with the corresponding Service features in a manner acceptable to Atolio.
- 4.3 Removal of Non-Atolio Applications. If Customer receives notice that a Non-Atolio Application must be removed, modified, and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Atolio's reasonable judgment continued violation is likely to reoccur, Atolio may disable the Software integrated with such Non-Atolio Application. If requested by Atolio, Customer shall confirm such deletion and discontinuance of use of such Non-Atolio Application in writing and Atolio shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.
- 4.4 AI. Prior to integrating any AI with the Services, Customer must ensure (i) Customer has procured a suitable license or subscription to the AI in order to integrate the AI with the Services; (ii) the AI meets the Atolio system requirements; and (iii) the AI meets Atolio's security requirements.

5. **FEES AND PAYMENT**

- 5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services subscriptions purchased, as adjusted for any Overage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term; and (iv) all fees are payable in United States dollars.

- 5.2 Invoicing and Payment. Customer will provide Atolio with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Atolio. If Customer provides credit card information to Atolio, Customer authorizes Atolio to charge such credit card for all fees dues hereunder. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Atolio will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees (including invoices for any Overage) are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Atolio and notifying Atolio of any changes to such information.
- 5.3 Overdue Charges. If any invoiced amount is not received by Atolio by the due date, then without limiting Atolio's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Atolio may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 5.4 Suspension of Service and Acceleration. If any charge owed by Customer under this Agreement is 30 days or more overdue (or 10 or more days overdue in the case of amounts Customer has authorized Atolio to charge to Customer's credit card), Atolio may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Atolio will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.
- 5.5 Taxes. Atolio's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Atolio has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Atolio will invoice Customer and Customer will pay that amount unless Customer provides Atolio with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Atolio is solely responsible for taxes assessable against it based on its income, property and employees.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Atolio and its Affiliates and its and their licensors reserve all of their right, title, and interest in and to the Services (including the Software), including all of their related intellectual property rights, and all modifications and customizations made thereto in the provision of the Services to Customer, if any (excluding Customer's trademarks, service marks and pre-existing intellectual property rights). In the event that Customer has or obtains any right or interest to any of the foregoing, Customer hereby assigns all such rights and interests to Atolio. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 License by Customer to Atolio. Customer hereby grants Atolio, its Affiliates and applicable contractors a worldwide, limited-term license to (a) access Customer's and/or its third-party provider's information technology systems in which the Services are hosted for the purpose of providing set-up assistance and support for the Services, (b) use Customer Data and information with respect to Users' use of the Services for billing purposes and contact Customers and Users to seek Feedback (as defined below), and in anonymized, aggregated form for Atolio's data analytics, software improvement and other business purposes, and (c) use Customer's trademarks and service marks for the purpose of customizing Customer's interface or other aspects of the Services on Customer's behalf as mutually agreed by the parties. Subject to the limited licenses granted herein, Atolio acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data or Customer intellectual property.
- 6.3 Feedback. Customer or Users may from time to time provide Atolio suggestions, enhancement requests, recommendations, corrections, or other feedback relating to the operation of Atolio's or its Affiliates' services ("**Feedback**"). Customer hereby assigns to Atolio all right, title and interest in and to such Feedback, including all intellectual property rights. Atolio may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to Customer or Users and without retention by Customer or Users of any proprietary or other right or claim.
- 6.4 Federal Government End Use Provisions. Atolio provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it

must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. CONFIDENTIALITY

- 7.1 Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Atolio includes the Services, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.
- 7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.
- 7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

8. PRIVACY AND SECURITY

- 8.1 The DPA, which governs the parties’ compliance with applicable data privacy and data security laws, constitutes part of and is hereby incorporated into this Agreement.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 9.2 Atolio Warranties. Atolio warrants that during an applicable subscription term, the Standard Services will perform materially in accordance with their applicable Documentation. The foregoing warranty does not apply to, and Atolio shall have no liability for, any error, malfunction or other defect in the Services that are caused by (a) a Force Majeure Event or any Internet service provider failure or delay, power failure, Non-Atolio Application or other non-Atolio systems, equipment, network or facilities, or denial of service attack or other security breach of Customer’s or its third party providers’ systems, or (b) Customer’s breach of this Agreement, including Customer’s failure to timely download and install any Updates made available by Atolio. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.
- 9.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

- 10.1 Indemnification by Atolio. Atolio will defend Customer and its Affiliates against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Standard Services infringe or misappropriate such third party's United States intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Atolio in writing of, a Claim Against Customer, provided that Customer (a) promptly gives Atolio written notice of the Claim Against Customer (provided that failure to give such prompt notice shall not relieve Atolio of its indemnity obligation under this section except to the extent Atolio is materially prejudiced by the delay), (b) gives Atolio sole control of the defense and settlement of the Claim Against Customer (except that Atolio may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Atolio all reasonable assistance, at Atolio's expense. If Atolio receives information about an infringement or misappropriation claim related to a Service, Atolio may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Atolio's warranties under "Atolio Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Atolio, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from a Non-Atolio Application or Customer's breach of this Agreement (including Customer's failure to timely download and install any Updates made available by Atolio), the Documentation or applicable Order Forms.
- 10.2 Indemnification by Customer. Customer will defend Atolio and its Affiliates against any claim, demand, suit or proceeding made or brought against Atolio by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-Atolio Application provided by Customer, or (c) the combination of a Non-Atolio Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services in an unlawful manner or in violation of this Agreement, the Documentation or the applicable Order Forms (each, a "**Claim Against Atolio**"), and will indemnify Atolio from any damages, attorney fees and costs finally awarded against Atolio as a result of, or for any amounts paid by Atolio under a settlement approved by Customer in writing of, a Claim Against Atolio, provided Atolio (a) promptly gives Customer written notice of the Claim Against Atolio (provided that failure to give such prompt notice shall not relieve Customer of its indemnity obligation under this section except to the extent Customer is materially prejudiced by the delay), (b) gives Customer sole control of the defense and settlement of the Claim Against Atolio (except that Customer may not settle any Claim Against Atolio unless it unconditionally releases Atolio of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Atolio arises from Atolio's breach of this Agreement, the Documentation or applicable Order Forms.
- 10.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

11. LIMITATION OF LIABILITY

- 11.1 Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER "MUTUAL INDEMNIFICATION" ABOVE AND LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER "CONFIDENTIALITY" ABOVE, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY DAMAGES OR CLAIMS ARISING OUT OF CUSTOMER'S USE OF NON-ATOLIO APPLICATIONS (THE "EXCLUDED CLAIMS"), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO ATOLIO FOR THE SERVICES HEREUNDER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 11.2 Exclusion of Consequential and Related Damages. EXCEPT FOR THE EXCLUDED CLAIMS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A

12. TERM AND TERMINATION

- 12.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated (the "**Term**").
- 12.2 Term of Subscriptions. The term of each trial for the Services (the "**Trial Term**") and each subscription for Standard Services (the "**Subscription Term**") shall be as specified in the applicable Order Form.
- 12.3 Termination. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. This Agreement may not be terminated except as provided herein. Termination of this Agreement for cause will terminate all outstanding Order Forms.
- 12.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, Customer shall promptly discontinue all use of the Services. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Atolio will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Atolio in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Atolio for the period prior to the effective date of termination.
- 12.5 Surviving Provisions. The sections titled "Trial," "Fees and Payment," "Intellectual Property Rights," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

13. GENERAL PROVISIONS

- 13.1 Export Compliance. The Services, other Atolio technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Atolio and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 13.2 Anti-Corruption. 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 of business do not violate the above restriction.
- 13.3 Insurance. During the Term of this Agreement, Atolio will maintain in force, with a reputable insurance company, (a) worker's compensation insurance in the amount required by statute; (b) comprehensive general liability, with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; and (c) cyber liability, with a limit of \$2,000,000 in the aggregate. Upon Customer's request, Atolio shall provide Customer with certificates or other acceptable evidence of insurance evidencing the above coverage.
- 13.4 Use of Customer Marks. Customer acknowledges and agrees that during the Term of this Agreement, Atolio and its Affiliates may display and reference Customer's trade name, trademark(s) and logo(s) in identifying Customer as a customer of Atolio on Atolio's website and marketing materials. Atolio will cease usage of Customer's marks upon request from Customer.
- 13.5 Relationship of the Parties. 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.
- 13.6 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 13.7 Waiver; Severability. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. 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.
- 13.8 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, that either party may assign this Agreement in its

entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- 13.9 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing, addressed to the contact designated for the relevant party on the applicable Order Form and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email.
- 13.10 Governing Law and Jurisdiction. This Agreement will be construed in accordance with, and Customer's access to the Services will be governed by, the laws of the State of New York, without regard to any conflicts of law principles or provisions that would require the laws of some other jurisdiction to govern. The parties will resolve any claim, cause of action or dispute relating to the Services or this Agreement solely in the state and federal courts having jurisdiction over disputes arising in New York County, New York, and each party agrees to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims.
- 13.11 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Atolio and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or 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: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.