

APPEN TERMS OF USE

By ordering or subscribing to any Appen product(s) or service(s), Customer agrees to the following terms (the "Agreement"):

Agreement is made and entered into between Appen Butler Hill, Inc. ("**Appen**") and "**Customer**", as provided herein below (each a "**Party**", together the "**Parties**"). This Agreement, including any exhibits and order forms issued hereunder (the "Agreement"), sets forth the terms and conditions pursuant to which Customer is permitted to access Appen's proprietary web-based Hosted Service (defined below) and receive Expert Services (defined below) from Appen.

1. DEFINED TERMS

"**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.

"**Appen Hosted Deployment**" means the Hosted Service is installed on a web-based platform that is hosted by Appen or a third-party hosting facility designated by Appen.

"**Collected Data**" means information obtained by Appen from publicly available sources or its third-party content providers and made available to Customer through the Hosted Service or pursuant to an Order Form, as more fully described in the Documentation.

"**Contributor**" means an individual who chooses to perform certain Tasks in return for posted "rewards" offered by Appen.

"**Customer**" means the company that signs 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 electronic data and information, including but not limited to documents, messages, graphics, images, files, data and other information submitted by or for Customer to the Hosted Service, but excludes Collected Data and Non-Appen Applications.

"**Customer Hosted Deployment**" means the Hosted Service is installed by or for Customer at Customer's premises or on a Customer-controlled cluster within a third-party data center.

"**Deliverables**" means the literary works or other works of authorship (such as annotations, documentation, reports, and similar works) that Appen may deliver to Customer as part of the Expert Services and as specified in the applicable Order Form. The term "Deliverables" does not include the Hosted Service, Collected Data, Customer Data and other items available under their own license terms or agreements. Appen will identify Deliverables that Appen will provide to Customer.

"**Deployment Attributes**" means the quantified usage of the Hosted and Expert Services as defined in an Order Form, which may include the number of Tasks or other licensing attributes.

"**Documentation**" means the Appen product documentation located at <https://success.figure-eight.com/hc/en-us> relating to the operation and use of the Hosted Service, including technical program or interface documentation, operating

instructions, update notes, and support knowledge base, as made available and updated from time to time by Appen.

"**Enterprise**" means any legal entity (such as a corporation) and the subsidiaries of which it owns more than 50 percent of the voting interests.

"**Expert Services**" means those Tasks or other consulting, education, or training services offered to Customer as set forth in an Order Form issued under this Agreement.

"**Hosted Service**" means Appen's proprietary web-based crowdsourcing data enrichment "Software-as-a-Service" ("SaaS") ordered by Customer under an Order Form or online purchasing portal, to be provided by Appen to Customer as a subscription service and made accessible on a website designated by Appen. "Hosted Service" excludes Collected Data and Non-Appen Applications.

"**Non-Appen Application**" means a Web-based, mobile, offline or other software application functionality that interoperates with a Hosted Service, that is provided by Customer or a third-party and/or listed in the Documentation. Non-Appen Applications, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means an ordering document or by subscribing online specifying the Services to be provided hereunder that is entered into between Customer and Appen or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form or subscribing hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original Party hereto.

"**Services**" means the Hosted Service and Expert Services.

"**Task**" means an Appen job or jobs within the Hosted Service sharing a singular set of instructions. Tasks may include but are not limited to collecting, cleaning, categorizing, annotating and labeling Customer Data or Collected Data or both.

"**Users**" means employees of Customer and its Affiliates and their representatives, consultants, contractors, subcontractors, or agents who are authorized to use the Hosted Service and have been supplied unique user identifications and passwords by Customer.

2. SERVICES

2.1. **Expert Services.** Appen will provide Expert Services to Customer as described in the applicable Order Form. Expert Services may be performed by Appen or a Contributor. Contributors who perform Tasks as a part of the Expert

Services are Appen's independent contractors and not employees, agents, joint ventures or partners of Customer. This Agreement constitutes a contract for the provision of Services and not a contract of employment and accordingly Appen shall be fully responsible for all payments (including associated tax, contributions, or deductions required under law) to Contributors in consideration of the Tasks provided.

2.1.1. Each Party shall designate a Project Manager who shall work together with the other Party's Project Manager to facilitate an efficient delivery of Expert Services.

2.1.2. Unless stated otherwise in an Order Form, Customer agrees to review Deliverables that are subject to Customer's acceptance within five business days of receipt and notify Appen in writing of any requested revisions. Deliverables will be deemed accepted if Appen does not receive such written notice within the applicable review period or if Customer makes productive use of the Deliverables. Any notice of requested revisions to the Deliverables will state in reasonable detail the reasons for the requested revisions. Appen will make revisions consistent with the scope and in accordance with the other terms of the Order Form. Deliverables that are updated periodically with current information (such as status reports, project plans, and other similar or administrative information) do not require formal acceptance unless stated otherwise in an Order Form.

2.1.3. In order to change the description of Deliverables set forth in an Order Form, Customer will submit a written request to Appen specifying the proposed changes in detail and Appen will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the requested change in Expert Services. Appen will continue performing the Expert Services in accordance with the applicable Order Form until the parties agree in writing on the change in scope of work, scheduling, and fees.

2.2. Hosted Service. Appen shall make the Hosted Service available to Customer and its Users via a Customer Hosted Deployment or an Appen Hosted Deployment, as indicated in an Order Form. Customer may not migrate from one Deployment Model to another during the Order Term without a written agreement with Appen that describes the migration plans and any applicable fees associated with such migration. Upon execution of an Order Form by both parties, (a) for an Appen Hosted Deployment, Appen will provide Customer with access to the Hosted Service; or (b) for Customer Hosted Deployment, Customer will provide Appen with all access to the Customer hosted environment necessary for Appen to install, provision and maintain the Hosted Service on such hosted environment.

2.2.1. Subject to the terms and conditions of this Agreement and up to the number of Deployment Attributes and other restrictions as documented on the applicable Order Form, Appen grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access the Hosted Service solely in connection with building data models to train machine learning algorithms for Customer's internal business operations during the Order Term.

2.2.2. Unless otherwise set forth in an Order Form, Appen will provide the levels of services set forth in the Customer Support Level Policy for the Hosted Service at <https://www.appen.com/plans>.

3. PROPRIETARY RIGHTS

3.1. Appen's Intellectual Property Right. All rights, title, and interest in and to all intellectual property rights in the Hosted Service (including all derivatives, modifications, tools, improvements and enhancements thereof) are and shall be owned exclusively by Appen notwithstanding any other provision in this Agreement or Order Form. Appen or its suppliers retains ownership of the copyright in any of Appen's or its suppliers' works that pre-exist or were developed outside the Hosted Service or an Order Form and any modifications or enhancements of such works that may be made under an Order Form. To the extent such works are embedded in any Deliverables, such works are licensed in accordance with their separate license provided to Customer, if any, or otherwise as Type II Deliverables (defined in Section 3.3.2). The Appen name, logo and product names associated with the Hosted Service are trademarks of Appen, and no right or license is granted to use them. Each Party shall reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section. All rights not expressly granted to Customer are reserved by Appen.

3.2. Customer's Intellectual Property Right. As between Customer and Appen, Customer shall retain all right, title and interest in and to all Customer Data. For clarity, Customer Data does not include non-identifiable aggregate data compiled by Appen or Collected Data.

3.3. Rights to Deliverables. Deliverables will be specified in the applicable Order Form as "Type I Deliverables," "Type II Deliverables," or otherwise as both parties agree. If not specified, Deliverables will be considered Type II Deliverables .

3.3.1. Customer will own the copyright in Deliverables created as part of an Order Form that are identified as "Type I Deliverables," and they will each constitute a "work made for hire" to the extent permissible under U.S. copyright law. If any such Type I Deliverables are not works made for hire under applicable law, Appen assigns the ownership of copyrights in Type I Deliverables to Customer. Customer grants Appen an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, publicly display, publicly perform, sublicense, distribute, and prepare derivative works based on, Type I Deliverables.

3.3.2. Appen or its suppliers will own the copyright in Deliverables created as part of an Order Form that are identified as "Type II Deliverables." Appen grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only), copies of Type II Deliverables.

3.4. License Grant.

3.4.1. Customer hereby grants to Appen a worldwide, royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 13.4 (Assignment), sub-

licensable right to use, reproduce, electronically distribute, publicly display, create derivative works of and publicly perform the Customer Data solely for purposes of providing the Services hereunder and any other activities expressly agreed by Customer. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby represents and warrants that it owns sufficient right, title and interest in and to the Customer Data necessary to allow Appen to use all such data as contemplated by this Agreement. Appen will not be liable for any failure to preform or provide Services that is caused by Customer's delay in, or failure to provide Customer Data.

3.4.2. Customer hereby grants Appen a worldwide, royalty-free, fully-paid, irrevocable, non-exclusive license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Type I Deliverables.

3.5. Residuals. Notwithstanding anything else to the contrary, but without waiver of a Party's patent rights, each Party is free to use in its business activities the ideas, concepts, and know-how that are developed or provided by either Party (orally or in writing) in the performance of the Expert Services.

3.6. Feedback. If Customer provides any feedback to Appen concerning the functionality and performance of the Hosted Service (including identifying potential errors and improvements), Customer hereby assigns to Appen all right, title, and interest in and to the feedback, and Appen is free to use the feedback without payment or restriction.

4. USE OF THE SERVICES AND COLLECTED DATA

4.1. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Appen Applications with which Customer uses Services or Collected Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Collected Data, and notify Appen promptly of any such unauthorized access or use, (d) use Services and Collected Data only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Appen Applications with which Customer uses Services or Collected Data. Any use of the Services in breach of the foregoing by Customer or Users that in Appen's judgment threatens the security, integrity or availability of Services, may result in Appen's immediate suspension of the Services, however Appen 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.

4.2. Use Restrictions. Customer will not, directly or indirectly, and will not permit or authorize third parties to: (a) make any Hosted Service or Collected Data available to anyone other than Customer or Users, or use any Hosted Service or Collected

Data 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 Hosted Service or Collected Data, or include any Hosted Service or Collected Data in a service bureau or outsourcing offering, (c) use the Hosted Service or Non-Appen 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 the Hosted Service or Non-Appen Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Hosted Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Hosted Service or Collected Data or its related systems or networks, (g) permit direct or indirect access to or use of any Hosted Service or Collected Data in a way that circumvents a contractual usage limit, or use any Hosted Service to access or use any Appen intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Hosted Service or any part, feature, function or user interface thereof, (i) copy Collected Data except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Hosted Service or Collected Data, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Hosted Service or Collected Data 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 Hosted Service, (3) copy any ideas, features, functions or graphics of the Hosted Service, or (4) determine whether the Services are within the scope of any patent.

5. Non-Appen Products and Services.

5.1. Acquisition of Non-Appen Products or Services. Appen or third parties may make available third-party products or services, including, for example, Non-Appen Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-Appen provider, product or service is solely between Customer and the applicable non-Appen provider. Appen does not warrant or support Non-Appen Applications or other non-Appen products or services, whether or not they are designated by Appen as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Appen is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Appen Application or its provider.

5.2. Integration with Non-Appen Applications. The Services may contain features designed to interoperate with Non-Appen Applications. Appen cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Appen Application ceases to make the Non-Appen Application available for interoperation with the

corresponding Service features in a manner acceptable to Appen.

6. Additional Fees

6.1. Reimbursement. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Appen to collect any amount that is not paid when due.

6.2. Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for Services is 30 days or more overdue, Appen 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 Appen will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Notice" section below for billing notices, before suspending Services to Customer.

6.3. Taxes. Other than net income taxes imposed on Appen, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Appen after all such taxes are paid are equal to the amounts that Appen would have been entitled to in accordance with this Agreement as if the taxes did not exist.

6.4. Usage Fees. Fees for Services consumed beyond that of the original order or subscription are to be billed in arrears in the calendar month immediately following such consumption.

7. TERM AND TERMINATION

7.1. Term. The Agreement commences on the Effective Date (date of first order or subscription) and continues until all Order Forms subject to this Agreement have expired or terminated, unless this Agreement is earlier terminated in accordance with this Section 7.

7.2. Notwithstanding anything to the contrary, all purchase(s) (also known as "subscription(s)") under this agreement are for a trailing 12-month term. The fees associated with all purchases are a minimum volume commitment for such respective term. Substitutions for Products or Services are available under special approval by Appen and must occur within the respective 12-month term.

7.3. In no event will termination of any order or subscription relieve Customer of its obligation to pay any fees payable to Appen. Customer shall pay Appen 100% of the remaining balance of any products or services ordered.

7.4. Surviving Provisions. The sections titled "Defined Terms," "Proprietary Rights," "Use of the Services and Collected Data," "Fees and Payment," "Term and Termination," "Indemnification Obligations," "Limitations of Liability," "Confidentiality," and "General" will survive any termination or expiration of this Agreement, and the section titled "Data Privacy" will survive any termination or expiration of this

Agreement for so long as Appen retains possession of Customer Data.

8. WARRANTY AND DISCLAIMER

8.1. Mutual Warranties. Each Party warrants that (a) it is a corporation, partnership or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the state in which it is incorporated; (b) it has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; and (c) the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is a valid and binding agreement enforceable in accordance with its terms.

8.2. Appen Warranties.

8.2.1. Appen warrants that during an applicable subscription term (a) Appen will not materially decrease the overall security of the Hosted Service, (b) the Hosted Service will perform materially in accordance with the applicable Documentation, and (c) subject to the "Integration with Non-Appen Applications" section above, Appen will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in Sections 7.2(a) and 7.3.

8.2.2. Appen warrants for ninety (90) calendar days from the performance of any Expert Services by Appen that such Expert Services shall be performed in a manner consistent with generally accepted industry standards. Customer must report in writing any breach of the warranty contained in this section to Appen during the relevant warranty period, and Customer's exclusive remedy and Appen's entire liability for any breach of such warranty shall be the re-performance of the Expert Services, or if Appen is unable to perform the Expert Services as warranted, Customer shall be entitled to recover the fees paid for the nonconforming Expert Services.

8.3. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, APPEN MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. APPEN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. APPEN DOES NOT WARRANT THAT (i) THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED, OR (ii) INFORMATION PROVIDED THROUGH THE SERVICE WILL ALWAYS BE AVAILABLE. APPEN EXERCISES NO CONTROL OVER ANY CONTRIBUTOR AND EXPRESSLY DISCLAIMS LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICES.

9. INDEMNIFICATION OBLIGATIONS

9.1. Customer Indemnification. Appen will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Hosted Service infringes or misappropriates such third party's 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 Appen in writing of, a Claim Against Customer, provided Customer (a) promptly gives Appen written notice of the Claim Against Customer, (b) gives Appen sole control of the defense and settlement of the Claim Against Customer (except that Appen may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Appen all reasonable assistance, at Appen's expense. If Appen receives information about an infringement or misappropriation claim related to a Hosted Service, Appen may in its discretion and at no cost to Customer (i) modify the Hosted Service so that it is no longer claimed to infringe or misappropriate, without breaching Appen's warranties under Section 8, (ii) obtain a license for Customer's continued use of that Hosted Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Hosted 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 Hosted Service is the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Hosted Service or any part thereof with software, hardware, data, or processes not provided by Appen, if the Hosted Service or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from the Hosted Service under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Collected Data, a Non-Appen Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

9.2. Appen Indemnification. Customer shall defend Appen and its Affiliates against any claim, demand, suit or proceeding made or brought against Appen by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Collected Data in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against Appen"), and will indemnify Appen from any damages, attorney fees and costs finally awarded against Appen as a result of, or for any amounts paid by Appen under a settlement approved by Customer in writing of, a Claim Against Appen, provided Appen (a) promptly gives Customer written notice of the Claim Against Appen, (b) gives Customer sole control of the defense and settlement of the Claim Against Appen (except that Customer may not settle any Claim Against Appen unless it unconditionally releases Appen of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

10. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, APPEN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS

OR LOSS OF BUSINESS, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF APPEN IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL APPEN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO APPEN UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY APPEN TO CUSTOMER AND IS AN ESSENTIAL COMPONENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; THUS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES.

11. DATA PRIVACY

Appen will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Except with respect to a Pilot, to the extent the parties execute a Data Processing Agreement ("DPA") for the processing of Personal Data (as defined in the DPA) which may be contained in Customer Data, Collected Data, or Customer Confidential Information that is processed by Appen in its provision of the Services, the terms of such DPA shall be incorporated into this Agreement by reference. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Appen will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Appen will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

12. CONFIDENTIALITY

12.1. Confidential Information. For purposes hereunder, confidential information ("Confidential Information") shall mean all information disclosed by a Party to the other 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 Appen includes the Services and Collected Data, 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. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. Each Party shall hold the other Party's Confidential Information in confidence using 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) and shall (a) use such Confidential Information solely for intended purposes under this Agreement and (b) limit access to Confidential Information of the other 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. Within the above limitations, Appen may use Customer's Confidential Information for development, diagnostic and corrective purposes.

12.2. Exception. The foregoing obligations do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving Party from a third-party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. In the event the receiving Party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, and if such order or subpoena allows, such Party will promptly notify the other Party in writing. Nothing herein shall be deemed to restrict the disclosing Party's use of its own Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Appen services.

12.3. Use of Aggregate Data. Customer agrees that Appen may collect, use and disclose quantitative data derived from the use of the Hosted Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its Users.

13. GENERAL

13.1. Notices. Except as provided elsewhere in this Agreement, either Party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service: (i) if to Customer, to Customer's address on record in Appen's account information or (ii) if to Appen, to 940 Howard Street, San Francisco, CA 94103, addressed to the attention of: Legal Dept. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing.

13.2. Relationship of Parties. In all matters relating to this Agreement, Appen and Customer will act as independent

contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Appen will be solely responsible for payment of federal, state and local tax withholdings, social security, disability, unemployment insurance, worker's compensation, industrial accident and other contributions attributable to the Appen employees that render the Services. 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, partner, employee, or in any other capacity. Neither Appen nor Customer shall become liable or bound by any representation, act or omission whatsoever of the other Party.

13.3. Publicity. Appen may list Customer's name and logo on Appen's list of customers. Within sixty days of the Effective Date, Customer agrees to provide a quote from one of Customer's executives about the Service to use in a mutually agreeable press release.

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

13.5. Governing Law. This Agreement will be governed by the laws of the United States of America and the state of California, without reference to its conflict of laws principles or any other principles that would result in the application of a different body of law. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, USA, and the parties hereby submit to the personal jurisdiction and venue of these courts.

13.6. Waiver. The failure to enforce any right will not be deemed a waiver of such or any other right.

13.7. Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary with the remaining portions of this Agreement remaining in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the

commercial purpose of the illegal, invalid or unenforceable provision. However, if any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, Customer's right to use or receive the Service will immediately terminate and Customer shall receive a prorated refund as set forth in the "Termination" section, above.

13.8. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by email, DocuSign or fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

13.9. Entire Agreement. This Agreement, including the applicable Order Form(s) issued thereunder, constitutes the entire agreement between the Parties regarding the subject matter therein. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the body of this Agreement, and (3) the Documentation. Section headings used herein are provided for convenience only and shall not be used to construe meaning or intent.

13.10. Reservation of Rights. Appen reserves all rights not expressly granted to Customer in this Agreement. Except as expressly stated, nothing herein shall be construed to (a) directly or indirectly grant to a receiving Party any title to or ownership of a providing Party's intellectual property rights in services or materials furnished by such providing Party hereunder, or (b) preclude such providing Party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder.

13.11. Modifications. The terms of this Agreement may be modified only by a written amendment signed by the Parties which references this Agreement and clearly documents that such is intended to amend the terms of this Agreement. For clarity, terms and conditions on Customer's purchase orders or other of Customer's ordering documentation or the text in an email which purports to modify or supplement this Agreement shall not add to or vary the terms and conditions of this Agreement. No usage of trade or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

13.12. Conflicting Provisions. Should any terms contained in any attachment to this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

13.13. Revocation. Notwithstanding any other provision hereof, Appen's offer to enter into this Agreement with Customer shall be revoked if the Parties have not executed this Agreement, or an associated Order Form, via their respective signature(s) within 30 days after its presentation to Customer.

13.14. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.15. Federal Government End Use Provisions. Appen provides the Hosted Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Hosted Service 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 Hosted Service 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.

13.16. Export Compliance with Laws. Customer agrees to use the Hosted Service for legitimate and lawful business purposes only. Customer will use the Hosted Service and Collected Data in compliance with all applicable laws and regulations including United States export and re-export control laws and regulations, including economic sanctions maintained by the US Treasury Department. Customer may not remove or export from the United States or allow the export or re-export of the Hosted Service or any direct product thereof in violation of any restrictions, laws or regulations. Customer agrees to defend and indemnify, to the fullest extent permitted by law, and hold harmless Appen from and against any fines or penalties or reasonable attorneys' fees and cost that may arise as a result of Customer's breach of this provision or otherwise from Customer's misuse of the Hosted Service. This clause shall survive termination or cancellation of this Agreement.

13.17. Freedom of Action. Nothing in this Agreement will restrict or limit Appen from performing, at any time, any consulting, implementation, integration, development, training, support or other services on behalf of itself or any other entity in any industry, and Appen may, at any time, enter into agreements with other companies, including direct competitors of Customer, for the provision of services of any kind, including such that are or may be deemed to be similar to the Services.