Master Subscription Agreement

Last Updated: March 11, 2024

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This Master Subscription Agreement ("MSA") is effective as of the effective date listed on the a[...]
signed order form ("Order Form" and such date is the "Effective Date") and is by and between F[...]
d/b/a Responsive, a Delaware corporation with a place of business at 4145 SW Watson Ave., S[...]
Beaverton, OR 97005 ("Company"), and the Customer as set forth on the Order Form ("Custom[...]
"Party" and together the "Parties"). In the event of any inconsistency or conflict between the ter[...]
MSA and the terms of any Order Form, the terms of the Order Form shall control.

1. DEFINITIONS

1.1 Defined Terms. Defined terms have the meanings set forth in this Section 1 (Definitions) an[...]
in this Agreement when capitalized, and may be read in singular, plural or an alternative tense [...]
context requires.

1.2 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under [...]
control with the subject entity. For purposes of this definition, "control" means direct or indirect [...]
control of more than 50% of the outstanding voting interests of the subject entity.

1.3 "**Agreement"** means this Master Subscription Agreement, applicable Order Form and/or St[...]
Work executed between Customer and Company.

1.4 **"Beta Services"** means products, data cuts, services, integrations, or other features that C[...]
makes available to Customer to try at Customer's option, at no additional charge, and are desig[...]
beta, limited release, preview, non-production, or other similar description.

1.5 "**Company**" means RFPIO, Inc. d/b/a Responsive a Delaware corporation with an office loc[...]
SW Watson Ave. Suite 450, Beaverton, OR 97005 and its Affiliates.

1.6 "**Confidential Information**" means information which is proprietary to or confidential to the [...]
Party (as defined in Section 5.1) or its Affiliates, including, without limitation, information relati[...]
Disclosing Party's business, marketing plans, financial affairs and product development efforts, [...]
patent applications, research, product plans, products, developments, inventions, processes, de[...]
drawings, engineering, formulae, markets, software (including source and object code), hardwo[...]
configuration, computer programs, algorithms, business plans, agreements with third parties, s[...]
strategy, trade secrets, know-how, technical information, specifications, past, present and futur[...]
partner, client, and supplier identities, and other non-public information, whether tangible, intar[...]
electronic or otherwise, together with notes, analysis, compilations, projections, and/or other do[...]
prepared by either party, their directors, officers, employees, agents and representatives, based[...]
containing or otherwise reflecting such information.

1.7 "**Customer**" means the entity identified on the Order Form or SOW (by its legal name or its [...]
assumed, trade, or 'doing business as' name) that purchased Company's Software or Services [...]
an Order Form or SOW, or such company's permitted Affiliates, successors or assigns.

1.8 "**Customer Data**" means all information Customer, or its Users loads into the Software or [...]
provides to Company to enable the provision of the Software and Services (or provides to Comp[...]
loading or inputting into the Software on Customer's behalf), and any information provided by [...]
relating to its use of Professional Services.

1.9 "**Customer Input**" means any information or feedback Customer provides or has provided t[...]
as an idea, feature request, enhancement, or bug-fix in respect to the Software, Services, or oth[...]
offerings of Company.

similar information" disseminated under or governed by confidentiality obligations which pertai
Software or Services provided by Company, which may be updated by Company at any time w

1.11 "**Effective Date**" means the date described in the Order Form duly executed by the Partie
incorporates the Agreement by reference.

1.12 "**Events**" means the actual number of RFPs issued by Customer during the Subscription Te
applicable.

1.13 "**Fee(s)**" means any and all charges due and owing pursuant to this Agreement including
applicable Order Form or SOW, and any charges due and owing pursuant to Software, Services
Professional Services.

1.14 **"Generative AI Technologies**" means artificial intelligence technology that can generate
texts, images, and other content based on the data they were trained on. In the context of Com
the technology, this specifically refers to large language AI models (for example, GPT) to compr
produce text-based content.

1.15 "**Initial Term**" has the meaning set out in Section 7.1.

1.16 "**Indemnified Party**" means the Party seeking indemnification under Section 10.

1.17 "**Indemnifying Party**" means the Party from whom indemnification is sought under Sectio

1.18 "**Intellectual Property Rights**" or "IP Rights" means all intellectual and industrial property
whether now existing or existing in the future, including without limitation, (i) all patent rights, i
rights in pending patent applications and any related rights; (ii) all copyrights and other related
throughout the world in works of authorship, including all registrations and applications therefo
trademarks, service marks, trade dress or other proprietary trade designations, including all reg
and applications therefor (iv) all rights throughout the world to proprietary know-how, trade se
other confidential information, whether arising by law or pursuant to any contractual obligatior
disclosure; and (v) all other rights covering industrial or intellectual property recognized in any j

1.19 "**Order Form**" means Company's standard ordering document that identifies the Software
Services to be provided by Company or any of its Affiliates and purchased by Customer and inc
this Agreement by reference.

1.20 "**Party"** or "Parties" means Customer and Company, collectively.

1.21 "**Personal Health Information**" means individually identifiable information relating to the
present, or future health status of an individual that is created, collected, or transmitted, or mai
HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services
healthcare operations.

1.22 "**Personal Information**" means any information relating to natural persons who can be id
who are identifiable, directly from the information in question; or who can be indirectly identifie
information in combination with other information or as may otherwise be specified in applicab
Laws. For example: names, social security number, email address, and inferences from other pe
information that could create a profile about your preferences and characteristics.

1.23 "**Privacy Laws**" means any and/or all domestic and foreign laws, rules, directives and regu
any local, provincial, state, federal or national level that deal with the data privacy, data securit
regulating, storing, and using of Personal Information and/or Personal Health Information.

1.24 "**Professional Services**" means non-standard onboarding, customized training, best prac
professional services hours, development support and other services related to the Software or
identified in an SOW, but not otherwise provided as part of the standard Services.

1.25 "**Profile Viewers**" means the individuals that are visitors to Customer's Profile Center that
allows to view Customer Data through Customer's Account (defined in Section 2.2) but does no
Users.

1.26 "**Project(s)**" means the result of a sequence of tasks that must be completed, archived, ex
shared to provide a single response including but not limited to various RFPs, DDQs and questi
using content management, project management, business intelligence and Generative AI Tech
within the Software.

and Services (e.g., the number of projects, the frequency of logins, and User behavioral data), b
include identifiable Customer Data loaded into the Software.

1.29 "**Services**" means services provided to Customer free of charge (as applicable) including b
to standard onboarding, implementation services, technical support services, and other service
by Company as described in the Documentation but shall exclude all Professional Services.

1.30 "**Statement of Work**" or "SOW" means Company's standard ordering document that iden
Professional Services purchased by Customer and references this Agreement.

1.31 "**Software**" means the proprietary products provided by Company or its licensors identifie
Order Form and subsequently made available to Customer by the Company in accordance with
Form or this Agreement.

1.32 "**Subscription Term**" means the duration of Customer's subscription to the Software or Se
forth in each applicable Order Form or SOW and all subsequent Renewal Terms.

1.33 "**Updates**" means any error correction, bug fix, patch, enhancement, improvement, update
new version, release, revision or other modification to the Software or Services provided or mad
by Company pursuant to this Agreement, including without limitation, any update designed, int
necessary to make the Software, Services or Customer's use thereof comply with applicable lav

1.34 "**User**" means Customer's and its Affiliates' employees, representatives, partners and con
consultants that are authorized by Customer to use and access the Software and Services thro
Customer's Account (defined in Section 2.2 below).

2. SOFTWARE AND SUPPORT

2.1 Subject to the terms of this Agreement, Company will provide Customer with a non-exclusi
transferable, revocable license (which may only be revoked in the case of uncured material brea
Agreement) to use the Software and Services in accordance with the Documentation. Compan
exclusively own and retain all rights, title and interest in and to the Software, Services, and Doc
including all related Company Intellectual Property Rights or other similar rights, which shall no
Customer Data. Company's Intellectual Property Rights shall extend to all Updates, customizati
changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, c
Software and Services developed by Company at any time.

2.2 During the Subscription Term, Company will provide Customer access to, and use of, the So
Services, and Documentation by enabling an account for Customer to access through a web br
"Account"). Customer will designate individuals authorized by Customer to manage, use, and su
Account, including, the creation of usernames and passwords for Users. Customer is solely resp
maintaining the status of its Users and the confidentiality of all usernames, passwords, and oth
access information under its control. Customer will contact Company promptly if Account inforr
stolen, or disclosed to an unauthorized person or any other breach of security in relation to its p
usernames, or other Account access information that may have occurred or is likely to occur.

2.3 The Software is not designed to host, process, or store sensitive Personal Information (such
Health Information). Customer is responsible for ensuring that the use of the Software and prov
such Personal Information is in compliance with applicable Privacy Laws. Customer represents
obtained all necessary notice, consents, and authority to upload any Personal Information into

2.4 Customer understands that any Personal Information will be treated in accordance with Co
Privacy Policy, accessible via ia **www.responsive.io/privacy-policy/** (the "Privacy Policy"). Con
reserves the right to update the Privacy Policy and shall be provide notice to the Customer of ar
changes to the Privacy Policy.

2.5 Company may make Beta Services available to Customer. Customer may choose to try such
Services in its sole discretion. Beta Services are intended for evaluation purposes only and not t
production use, are not fully supported by this Agreement, and may be subject to additional ter
Services are not considered Software or Services under this Agreement, but all restrictions, rese
rights, Customer's obligations concerning the Software and Services, and rights granted by Cus
Company regarding Customer Data will apply equally to Customer's use of Beta Services. Com

version of such Beta Services becomes generally available as Software and Services without th
Beta Services designation; or (b) the date that the Company discontinues such Beta Services. B
are provided "AS IS" and Company will have no liability for any harm or damage arising out of I
Services.

2.6 Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, pe
license to use or incorporate any Customer Input into the Software or Services. Company shall h
obligation to use or incorporate Customer Input into the Software or Services. Customer shall h
obligation to provide Customer Input. In the event that Company utilizes any Customer Input in
of any product feature, enhancement or otherwise, at no time shall such product contain or refe
Customer Data or Customer Confidential Information.

2.7 Company will provide technical support to Customer via telephone and electronic mail Mon
twenty-four (24) hours each day, with the exclusion of nationally recognized holidays in the Uni
and India ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by d
470-3112 or any time by emailing **support@responsive.io**

2.8 Company will provide the Service in accordance with the Company's Service Level Agreeme
accessible via **www.responsive.io/sla** ("SLA") as of the Effective Date. Company will make Up
Software and/or Services, including the SLA as deemed appropriate by Company and shall prov
any material changes as applicable. Any changes to the SLA shall not result in a reduction of to
upon availability per the SLA as of the Effective Date.

2.9 Company hereby grants the Customer a limited, revocable, non-exclusive, non-transferable
sublicensable license to use certain Generative AI Technologies during the Term, unless otherw
the Parties, and solely for the intended purpose as set forth herein. The use of the Generative A
Technologies is subject to Customer's compliance with any and all applicable laws and this Agr
Company shall not permit third-party sub-processors of the Generative AI Technologies to use
Output to train their AI models.

2.10 All Order Forms are subject to the terms and conditions of this Agreement. The terms of an
including the terms of this Agreement, and any exhibits hereto, supersede any and all pre-print
standard terms that may appear on any other documents.

2.11 From time to time, Customer may request that Company provide Professional Services in c
with the Software or Services in accordance with terms mutually agreed upon in the applicable
otherwise set forth in this Agreement. Unless otherwise agreed, Company shall provide such Pi
Services on an hourly basis at the hourly rate specified in the Change Order Form. With respec
deliverables (which shall be defined in the applicable SOW) associated with the Professional S
Customer shall have a license to access and use such deliverables concurrently with the access
the Software and Services during the Subscription Term. All title, ownership rights and world-w
Intellectual Property Rights in and to any scripts, software, documentation, materials, methodo
knowhow or other such information or materials that are developed or provided by Company in
of delivering the Professional Services, is and will remain the exclusive property of Company (o
and/or licensors as applicable). Customer may, subject to payment of all Fees due under this Ag
retain any deliverables provided to it under a SOW and may use such deliverables for its own ir
purposes to the extent that such retention and use does not violate the terms of this Agreemen
Agreement does not contemplate any customized products, services, work-for-hire, or code dev
exclusively for Customer. In the event the Parties agree that Company shall provide such non-s
Professional Services, the description of the services and applicable ownership rights with resp
Professional Services will be set forth in a separately executed Professional Services Agreemer
("Professional Services Agreement"). This Agreement does not contemplate any IP rights beyor
provided herein.

3. CUSTOMER USE OF SERVICES AND RESPONSIBILIT

3.1 Customer's use of the Software shall be subject to the usage limitations specified in the Ord
as described in the Documentation. These usage limitations may include, but are not limited to,
of Users, Projects, Profile Viewers, Events and any other measurable resources outlined in the C
("Usage Entitlements").

of thirty (30) days from the receipt of the notification to either return to the prescribed limits or t
additional order form ("Change Order Form") to increase the Subscription Fees to accommodate
additional usage, subject to the Company's then-current pricing. In the event that the Customer
continue operating beyond the initial Usage Entitlements, an Order Form must be executed whi
include the revised terms reflecting the increased Usage Entitlements, including any adjustmen
The increased Fees shall become the Customer's new Subscription Fee for the remainder of the
Term or until further adjusted by mutual agreement of both Parties.

3.1.2 Any usage of the Software or Services beyond the Usage Entitlements without the Compo
written consent or without execution of an additional Order Form constitutes a breach of this A
such an event, the Company reserves the right to charge for such Overage at the Company's st
for the additional usage or to take any other appropriate action, including suspension or termin
Service in accordance with the terms of this Agreement.

3.2 Customer shall be responsible for obtaining and maintaining any equipment and ancillary s
needed to connect to, access or otherwise use the Software and Services, including, without lim
modems, hardware, servers, software, operating systems, networking, and web servers (collect
"Equipment"). Customer shall also be responsible for maintaining the security of the Equipment
Accounts, passwords (including but not limited to administrative and user passwords) and files
uses of Customer Accounts or the Equipment.

3.3 Except as expressly authorized in this Agreement, Customer and its Users shall not, directly
(i) sublicense, rent, lease, sell, loan, transfer, distribute, translate, reverse engineer, decompile, o
disassemble or otherwise obtain or attempt to create, derive, or obtain the source code of the S
Services; (ii) modify, enhance or otherwise change the Software or Services or prepare derivativ
based on the Software or Services; (iii) copy or otherwise reproduce any features, functions, inte
interfaces or graphics of the Software, Services or Documentation; (iv) remove, obscure, or alter
of copyright, trademark or other proprietary right appearing in or on any item included with the
Services or Documentation; (v) circumvent or attempt to circumvent any methods employed by
control access to the components, features or functions of the Software or Services, or to preve
unauthorized use of the Software or Services; (vi) use or otherwise exploit the Software or Serv
purpose, commercial or otherwise, other than the intended purpose; or (vii) use the Software or
purposes of competitive analysis or the development of a competing software product.

3.4 Customer shall: (a) be responsible for Users' compliance with this Agreement, Documentatic
Forms; (b) have sole responsibility for the accuracy, quality, and legality of all Customer Data in
means by which Customer acquired Customer Data; (c) preserve and maintain the login creden
access to, or use of the Software and Services and notify Company promptly of any such unaut
access or use caused from the failure to preserve and maintain such login credentials; and (d) u
Software only in accordance with this Agreement, Documentation, the End User License Agree
https://www.responsive.io/eula-2023/ and the Acceptable Use Policy at **https://www.respo**
Customer shall not: (i) use the Service in violation of applicable laws; (ii) in connection with the S
Services, send or store infringing, obscene, threatening, or otherwise unlawful or tortious mater
material that violates privacy rights; (iii) send or store malicious code in connection with the Sof
Services; (iv) interfere with or disrupt performance of the Software and Services or the data cor
therein; or (v) attempt to gain access to the Software or Services or its related systems or netwo
manner not set forth in the Documentation. Customer shall be liable for the acts and omissions
and Customer Affiliates relating to this Agreement.

3.5 Customer shall not store, or process sensitive Personal Information under applicable Privacy
Software, including but not limited to Personal Health Information, social insurance, social secu
card numbers.

3.6 Customer is solely responsible for the Customer Data run by Customer through AI Generativ
Technologies. Further, by using the Generative AI Technologies, the Customer will receive outpu
and returned by the Generative AI Technologies based on the Customer Data ("Output"). When
uses the Generative AI Technologies, as between the Parties and to the extent permitted by ap
Customer owns the Output. The Generative AI Technologies may be used for any legal and law
including commercial purposes and publication, at Customer's own risk. Prior to publication, it i
recommended to add a disclosure that the Output was generated by artificial intelligence tools
nature of Generative AI Technologies, Output may not be unique across users and the Generati
Technologies may generate the same or similar output for third parties.

4.1 Company will at all times comply with all applicable laws and industry standards in the per
its obligations under this Agreement and shall obtain all rights and licenses required from third
operate, use, license and provide the Software and Services, and otherwise perform its obligati
this Agreement.

4.2 Company will provide the Software and Services using technology at a level current with th
that Company implements for all of its customers and at least comparable to the level of techno
generally adopted in the applicable industry for provision of similar services.

4.3 Company shall implement and maintain an information security program appropriate for d
or provisioning of the Software or Services ("Information Security Program"). The Information S
Program will provide for effective administrative, physical, and/or technical safeguards sufficier
Customer's Confidential Information and Customer Data from unauthorized access, acquisition
disclosure, destruction, alteration, misuse, or damage, and include as applicable, corresponding
procedures, and risk assessments that are reviewed at least annually. The Information Security
shall be consistent with applicable best practices in the industry. The Information Security Prog
a minimum: (i) limit access to Customer Confidential Information and Customer Data to personr
a need to know or otherwise access it in order to fulfill Company's obligations under this Agree
secure business facilities, data centers, paper files, servers, backup systems, and computing eq
information storage capability; (iii) implement network, system, application, and database secu
secure information transmission, storage, and disposal; (v) implement authentication and acces
within media, applications, operating systems, and equipment; (vi) logically segregate Custome
Confidential Information and Customer Data from information of Customer or its other client so
commingled with any other types of information; (vii) conduct risk assessments, penetration tes
vulnerability scans and implementing, on a risk- based approach, corrective action plans to cor
issues identified as a result of any of the foregoing; (viii) implement appropriate personnel secu
integrity procedures and practices, including conducting background checks consistent with ap
and (ix) provide appropriate privacy and information security training to Company's employees
shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of C
Confidential Information or Customer Data by any of its officers, partners, principals, employee
subcontractors, or users.

4.4 Company's Data Processing Addendum is accessible via **www.responsive.io/dpa** ("DPA")
incorporated in the Agreement by reference when the EU and/or UK General Data Protection Re
("GDPR") or California Consumer Privacy Act ("CCPA") as amended by the California Privacy Ri
("CPRA") and any other successor legislation or regulation that applies to Customer's use of th
and Services.

4.5 Company uses sub-processors for various functions and provisioning of the Software and S
current list of which is accessible via **www.responsive.io/dpa-sub-processor-list**. Customer's
Software and Services, including any features or functions provided by the Services with sub-p
governed solely by this Agreement unless terms are expressly agreed to between Customer an
processor(s) related to this Agreement.

5. CONFIDENTIALITY

5.1 Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party")
disclosed or may disclose Confidential Information. Confidential Information of Company includ
information relating to the Software, Services, Professional Services and Documentation. Confi
Information of Customer includes all Customer Data and Personal Information. The Receiving P
(i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (e
performance of the Services or as otherwise permitted herein) or divulge to any third person an
Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with re
information that the Receiving Party can document (a) is or becomes generally available to the
through no fault of the Receiving Party, (b) was in its possession or known by it prior to receipt
Disclosing Party provided that the source of the information as not known to be bound by confi
obligations, (c) was rightfully disclosed to it without restriction by a third party, (d) was indeper
developed without use of any Confidential Information of the Disclosing Party or (e) is required
disclosed by law or a governmental authority.

of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the [...] Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is co[...] law or court order to disclose the Disclosing Party's Confidential Information as part of a civil pr[...] which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, [...] Receiving Party shall, to the extent legally permitted, i) provide the Disclosing Party with advan[...] notification, ii) cooperate in any effort to obtain confidential treatment of the Confidential Inform[...] the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and [...] secure access to that Confidential Information.

5.3 Customer shall own all right, title and interest in and to the Customer Data and Customer C[...] Information. Company shall own and retain all right, title and interest, including Intellectual Prop[...] in and to the Software, Services, Professional Services, Documentation and all Updates, inventi[...] technology developed related thereto and Company Confidential Information. No rights or licen[...] granted to Customer except as expressly set forth herein.

5.4 Company has exclusive rights to use the Service Data. Nothing herein shall be construed as [...] Company from utilizing the Service Data for purposes of operating Company's business. In no e[...] Company obtain any right, title or interest in or to any personally identifiable information contai[...] Service Data.

6. PAYMENT OF FEES

6.1 Customer will pay Company the applicable Fees described in the Order Form in accordance [...] terms therein. Except as otherwise stated in an Order Form, all Fees are quoted and payable in [...] based on Software and Service rights acquired, not actual usage. Company represents that it s[...] change, increase, or institute any new charges or Fees for any Software or Service purchased u[...] Order Form during an active Subscription Term. Notwithstanding the foregoing, Company rese[...] to change the Fees or applicable charges up to and including new charges and Fees for the up[...] Renewal Term upon sixty (60) days prior notice to Customer. Company shall not increase the Fe[...] same Software or Service by an amount greater than nine percent (9%) of the Fees payable in [...] twelve months of the Initial Term or Renewal Term, excluding any promotional and/or introduct[...] as applicable. However, in the event the Customer elects to purchase additional products or se[...] products shall be offered at Company's then current list price.

6.1.1 Fees specified in the Order Form may include introductory discounts or promotional/introd[...] pricing which may be temporary and expire at the end of the Initial Term, without additional no[...] Company reserves the right to discontinue or modify any promotion, sale or special offer at its s[...] reasonable discretion.

6.1.2 Customer agrees that in the event of an approved merger, acquisition or similar change o[...] event resulting in a substantial increase in the number of Users provided under this Agreement [...] than ten percent (10%), compared to the number of Users outlined on the Order Form on the Ef[...] Company reserves the right to adjust the Subscription Fees due and payable to accommodate [...] usage. Company shall provide written notice of the additional Subscription Fees at least thirty ([...] prior to invoicing. The additional Subscription Fees shall be based on the applicable Fees descri[...] Order Form in accordance with the terms therein.

6.2 Unless otherwise stated in the Order Form or SOW, the Fees for all Software and Services [...] invoiced in full and in advance annually and such invoiced Fees are due thirty (30) days after th[...] date. Customer will provide Company complete and accurate billing and contact information an[...] Company of any changes to such information. If any invoiced amount is not received by Compa[...] due date, then without limiting Company's rights or remedies, i) those charges may accrue late [...] the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permi[...] applicable law, whichever is lower, and (ii) Company may suspend Customer's access to the So[...] Services with notice and shall cease providing any Services and/or Professional Services. Custo[...] contact Company no later than thirty (30) days after the initial billing statement in which any p[...] occurred, in order to receive an adjustment or credit. Company will not exercise its rights under [...] Customer is disputing applicable Fees reasonably and in good faith and is cooperating with Co[...] diligently resolve the dispute.

including value-added, excise, use or withholding taxes (collectively, "Taxes"). Customer is resp
paying all Taxes associated with any and all purchases made under this Agreement for the Sof
Service, excluding Company income taxes. If Customer has an obligation to withhold any amou
any law, Customer shall provide a proof of payment of such amount within 90 days from the do
payment.

7. TERM AND TERMINATION

7.1 This Agreement is valid and binding on the date the Parties fully execute the applicable Ord
initial term begins on the Effective Date and will continue throughout the number of months sto
Order Form and/or SOW ("Initial Term"). Upon expiration of the Initial Term and/or applicable Su
Term, this Agreement, and any associated Order Form will automatically renew for the same pe
sixty (60) days prior notice ("Renewal Term") unless either Party provides written notice of non-
the other Party at least sixty (60) days before the start of a Renewal Term.

7.2 A party may terminate this Agreement (i) upon thirty (30) days written notice of a material l
such breach remains uncured at the expiration of such period, or (ii) if the other party becomes
a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation,
assignment for the benefit of creditors.

7.3 Upon expiration or termination of this Agreement, Customer shall immediately discontinue u
Software, and Customer shall delete, destroy, or return all copies of the Software or Documento
provided during the term of this Agreement. Upon termination by Customer solely due to Comp
material breach, Company will refund to Customer the pro-rata amount of the Fees paid for the
and Services solely for the current year of the Agreement immediately prior to such termination

7.4 Upon request by Customer made within one-hundred eighty (180) days after any expiration
termination of this Agreement, Company shall provide Customer a file of all Customer Data in c
agreeable format. After such one-hundred eighty (180) day period, Company will have no oblig
maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete, w
otherwise purge all Customer Data. Additionally, during the term of this Agreement, Customers
Customer Data using Company's standard web services. If Customer requires any other Compo
assistance, Customer may acquire Company's Professional Services at Company's then- curren
pursuant to a separately executed Change Order Form.

7.5 The following Sections, together with any other provision of the Agreement which expressly
nature survives termination or expiration, or which contemplates performance or observance su
termination or expiration of the Agreement, will survive expiration or termination of the Agreem
reason: Section 1 (Definitions), Section 5 (Confidentiality), Section 6 (Payment of Fees), this Sec
Section 9 (Warranty; Disclaimer; Limitation of Liability), Section 10 (Indemnification), Section 11
Resolution), Section 12 (Force Majeure), Section 15 (Applicable Law), and Section 16 (General T

8. CUSTOMER NAME AND LOGOS

8.1 Company may use Customer's name, logo, trademark and trade names ("Customer Brand")
Company's website during the term of this Agreement for sales and marketing purposes to refe
customer, in accordance with Customer's trademark usage guidelines. Upon Customer's writter
Company will promptly remove Customer's name or any Customer marks from Company's web
the extent feasible, Company's marketing materials. For the avoidance of doubt, Company will r
Customer Brand for any other purpose without prior written consent from the Customer.

9. WARRANTY; DISCLAIMER; LIMITATION OF LIABILIT

9.1 Each Party represents and warrants that (i) it has full power and authority to grant the righ
this Agreement, to perform its obligations under this Agreement without the consent of any oth
entity, and the authority to carry on its business; (ii) the execution, delivery and performance of
Agreement have been duly authorized and this Agreement constitutes a valid and binding agre

which would prevent, limit or impair in any way the performance of its obligations under this A¢

9.2 **Customer Warranty**. Customer is solely responsible for the content of all Customer Data. C
secure and maintain all rights in Customer Data necessary for Company to provide the Softwar
Services to Customer without violating the rights of any third party or otherwise obligating Con
Customer or to any third party. Company does not and will not assume any obligations with res
Customer Data or to Customer's use of the Software and Services other than as expressly set f
Agreement or as required by applicable law. Furthermore, Customer represents and warrants t
nor will it authorize anyone on its behalf, including a User, use the Generative AI Technologies:
mislead anyone that the Output is human-generated; (b) in a manner that violates any technic
documentation, usage guidelines, or parameters; (c) to make automated decisions that may ha
detrimental impact on individual rights without appropriate human supervision; (d) in a manner
infringes, violates or misappropriates any of Company's rights or the rights of any third party; (f
foundation models or other large scale models that compete with Company; and (g) to use any
extract data from the Generative AI Technologies, including web scraping, web harvesting, or v
extraction methods, other than as permitted through the API.

9.3 **Company Warranty**. Company represents and warrants the following: (i) the Documentati
sufficiently describes features, functionality, and operation of the Software as applicable; (ii) the
as applicable, conforms to the Documentation and is free from material defects and workmans
Software does not contain any viruses or other malicious threats, programs, features, or device
that could harm Customer or its Users. Furthermore, consistent with prevailing industry standa
shall maintain the Software in a manner which minimizes errors and interruptions and shall pe
Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Softwa
temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenanc
Company or by third-party providers, or because of other causes beyond Company's reasonabl
Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any s
service disruption.

9.4 EXCEPT FOR THE LIMITED WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT
THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES AND
GENERATIVE AI TECHNOLOGIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS
DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING AS TO THE OPERATION OF
GENERATIVE AI TECHNOLOGIES OR THE INFORMATION IN THE OUTPUT OR THE USE THERE
INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNI
PARTICULAR PURPOSE, ACCURACY OF RESULTS, AVAILABILITY, SUITABILITY OR CONTENT
INFORMATION PROVIDED THROUGH THE GENERATIVE AI TECHNOLOGIES AND NON-INFRII
COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRU
MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE
AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUS
WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SC
AND SERVICES. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING AND ARTIFICI
INTELLIGENCE, USE OF THE COMPANY'S GENERATIVE AI TECHNOLOGIES MAY IN SOME SITU
RESULT IN INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT THE ACTION GENE
CUSTOMER SHALL EVALUATE THE ACCURACY OF ANY OUTPUT AND SHALL NOT RELY ON
COMPANY TO DO SO. COMPANY WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN
FROM CUSTOMER'S USE OF THE GENERATIVE AI TECHNOLOGIES OR ANY ERRORS OR OMIS
CONTAINED IN THE OUTPUT. CUSTOMER WAIVES ANY AND ALL CLAIMS THAT CUSTOMER
AGAINST COMPANY AND ANY DIRECTOR, OFFICER, EMPLOYEE OR AGENT ARISING OUT OF
THE GENERATIVE AI TECHNOLOGIES.

9.5 **COMPANY'S LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR DEATH OR BODILY INJUR
PERSON, GROSS NEGLIGENCE OR WILFUL MISCONDUCT AND ANY BREACH OF ITS CONFID
INFORMATION SECURITY OR INDEMNIFICATION OBLIGATIONS, COMPANY AND ITS SUPPLIE
(INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICE
AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONS
LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CC
RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THI
FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION O
COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, SERVICES OR TECHNOLOGY OR LOS

REASONABLE CONTROL OF COMPANY; (II) THE PROBLEM IS WITH THIRD PARTY SOFTWAR
LICENSED THROUGH COMPANY; OR (III) THE PROBLEM IS WITH THE INTERNET, AN INTERNI
PROVIDER, FORCE MAJEURE EVENT, OR A DESKTOP OR BROWSER SOFTWARE; (B) FOR AN
EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER E
COMPANY'S REASONABLE CONTROL; (D) CUSTOMER DATA INPUT INTO THE SOFTWARE OI
BY CUSTOMER OR ANY AUTHORIZED AFFILIATE OF CUSTOMER THAT VIOLATES THE RIGHT
THIRD PARTY; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED
OTHER CLAIMS, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR THI
SOFTWARE AND SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR
THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEI
OF THE POSSIBILITY OF SUCH DAMAGES.

9.6 CUSTOMER'S LIMITATION OF LIABILITY

EXCEPT FOR DEATH OR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE OR WILFUL MIS
ANY BREACH OF ITS CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS OR BREACH O
OF THIS AGREEMENT, IN NO EVENT SHALL CUSTOMER AND ITS OFFICERS, AFFILIATES,
REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY AMOUNTS THAT
WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID OR PAYA
CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (1'
PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT /
HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CUSTOI
OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOI
INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES..

10. INDEMNIFICATION

10.1 Company will indemnify, defend, save and hold harmless Customer, its Affiliates and the r
officers, directors, employees, agents, successors, and assigns of Customer or any affiliate ("Cu
Parties"), against all claims, suits and actions asserted by an unaffiliated third party ("Third-Pa
against any of the Customer Parties for liabilities, damages and costs, including reasonable att
incurred in the defense of any claim brought against Customer alleging that any Software or Se
infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyrigh
"Infringement Claim"). Company's indemnity obligation under this Section shall not extend to cl
arise from: (a) an unauthorized modification of the Software or Services by Customer where the
Services would not be infringing without such modifications; (b) customized portions of the Ser
designed in accordance with written specifications provided by Customer where the Software c
would not be infringing but for Company 's compliance with such written specifications; (c) the
Customer to install an Update to the Software or Services provided by Company, such Updates
require Customer's consent or installation permission, that would have avoided the actual or al
Infringement Claim; (d) the combined use by Customer of the Software or Services with other c
products, or services not provided by Company where the Software or Services would not be in
for such combination for such combination is not pre-approved by Company and is not provide
Company during the then current Subscription Term; or (e), analytic applications, algorithms or
applications or programming built by Customer or created by or on behalf of Customer without
approval.

10.2 If an Infringement Claim is brought or threatened relating to Company's infringement of th
rights, Company may, at its sole option and expense, use commercially reasonable efforts eithe
procure a license that will protect Customer against such Infringement Claim without cost to Cu
to modify or replace all or portions of the Software or Services as needed to avoid infringement
or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not con
feasible, terminate this Agreement and provide to Customer a pro-rata refund of the Fees paid
Software and Services under this Agreement based on the terminated portion of the current ye
Agreement.

10.3 To the extent permitted by law, Customer shall defend, indemnify, and hold Company harn
any Third- Party Claim alleging that the Customer Data infringes the IP Rights of a third party,
through Customer's use of the Software or Service in breach of Section 3 of this Agreement.

Party Claim; and (c) provide the Indemnifying Party with all reasonable assistance, information
authority for the defense and settlement of the Third-Party Claim. The Indemnifying Party will r
acknowledge, or admit fault or liability on the Indemnified Party's behalf without the Indemnifie
prior written consent.

10.5 THE FOREGOING ARE THE PARTIES' SOLE AND EXCLUSIVE OBLIGATIONS, AND THE PA
AND EXCLUSIVE REMEDIES, FOR INDEMNIFICATION.

11.DISPUTE RESOLUTION

11.1 THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLES
PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF
OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED U
ARISING OUT OF THIS AGREEMENT.

11.2 In the event of any dispute arising out of or relating to this Agreement, the Parties shall se
the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the
to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to c
mediator will be selected by voluntary agreement of both Parties, or in the event both Parties c
on a mediator, a mediator will be selected in accordance with the rules of the American Arbitra
Association. The mediation shall be held at a location mutually agreed to by the Parties. Each F
bear its own costs and expenses and an equal share of the administrative and other fees assoc
the mediation.

12. FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure to perform any part of this Agree
extent such delay or failure results from any cause beyond its reasonable control and without tl
negligence of the Party claiming excusable delay or failure to perform, such as acts of God, act:
terrorism, storms, floods, epidemics or pandemics, riots, work stoppages, strikes (work stoppag
strikes of any of the Parties to this Agreement are explicitly excluded from the language of this
embargoes, government restrictions ("Force Majeure Event"). Upon an occurrence of a Force M
Company cannot ensure uninterrupted or error free service or access to the Software or Service
may be periods where access is delayed, limited or not available. Company shall use commerci
reasonable efforts to provide the Software or Services to Customer in accordance with its Busir
Continuity and Disaster Recovery Plan, a copy of which shall be provided to Customer upon wr

13. ANTI-CORRUPTION

Each Party to this Agreement hereby agrees that it shall not knowingly commit, authorize, or pe
action which would cause the other Party to be in violation of any applicable anti-bribery laws
regulations. Each Party acknowledges that it is aware of, understands and has complied and w
with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. F
Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-co
anti-bribery laws ("Anti-Corruption Laws"). Each Party agrees that no individual acting on its b
give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money o
things of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement c
favourable action or forbearance from action or the exercise of unlawful influence (a) to any gov
official or employee (including employees of government-owned and government-controlled co
agencies or public international organizations), (b) to any political party, official of a political pa
candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other persor
corrupt or improper effort to obtain or retain business or any commercial advantage, such as re
permit or license, or directing business to any person.

The Software, Services and other Company technology, and derivatives thereof may be subject
laws and regulations of the United States and other jurisdictions. Company and Customer each
that it is not on any U.S. government denied-party list. Customer will not permit any User to acc
the Software or Service that is in a U.S.-embargoed country or region (currently the Crimea, Luh
Donetsk regions, Cuba, Iran, North Korea, or Syria) or in violation of any U.S. export law or regu

15. APPLICABLE LAW

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of
hereto shall be governed, construed, and interpreted in accordance with the laws of the State of
without giving effect to principles of conflicts of law.

16. GENERAL TERMS

16.1 This Agreement, including all exhibits and amendments hereto and all Order Forms or SOW
constitutes the entire agreement between the Parties with respect to the subject matter hereof.
of a conflict, the provisions of an Order Form or SOW shall take precedence over provisions of t
this Agreement and over any other exhibit or attachment. This Agreement supersedes all prior
contemporaneous agreements, proposals or representations, written or oral, concerning its sub
No modification, amendment, or waiver of any provision of this Agreement shall be effective un
writing and signed by the party against whom the modification, amendment or waiver is to be
Notwithstanding any language to the contrary therein, no terms or conditions stated in a Custo
purchase order or in any other Customer order documentation shall be incorporated into or form
this Agreement, and all such terms or conditions shall be null and void.

16.2 Company may use the services of subcontractors and permit them to exercise the rights g
Company under this Agreement provided Company remains responsible for (a) compliance of o
subcontractor with the terms of this Agreement, and (b) the overall performance of the Softwar
Services as required under this Agreement. Except as otherwise provided in this Agreement, th
third-party beneficiaries under this Agreement. Any claims against Company or its Affiliates un
Agreement may only be brought by the Customer entity that is a party to this Agreement.

16.3 Company warrants that it has in effect as of the Effective Date and will have at all times d
term of this Agreement, an insurance policy with an A.M. best rating of A- or better and/or equi
from a recognized insurance company rating agency that provides adequate insurance coverag
its obligations and liabilities under the terms of this Agreement. Company shall, on request from
Customer, provide the Customer with evidence of the insurance cover that it is obliged to have
under this Agreement.

16.4 The Parties are independent contractors. This Agreement does not create nor is it intended
partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the
There are no third-party beneficiaries to this Agreement. Neither party has any authority of any
the other party in any respect whatsoever.

16.5 This Agreement is not assignable, transferable or sub-licensable by either Party without th
Parties prior written consent, except as such assignment, transfer or sub-license relates to an A
in connection with a merger, acquisition, or similar change of control event.

16.6 No failure or delay by either party in exercising any right under this Agreement shall const
waiver of that right or any other right. Lists of examples, such as lists following "including," or "e
interpreted to include "without limitation," unless qualified by words such as "only" or "solely."

16.7 If one or more provisions of this Agreement are held to be unenforceable under applicable
Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot re
mutually agreeable and enforceable replacement for such provision, then (a) such provision sho
excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such
were so excluded and (c) the balance of this Agreement shall be enforceable in accordance wit

electronic mail; the day after it is sent, if sent for next day delivery by recognized overnight deliv
to Customer at the addresses listed on the current Order Form or SOW or to Company at the ad
herein; Attn: Chief Executive Officer, with a copy to **contracts@responsive.io**; and upon receipt
certified or registered mail, return receipt requested.

Security

Profile Center

LookUp

Press

Partner Programs

Legal

BY ROLE

Proposal Managers

Sales Teams

BY PROJECT

RFPs

RFIs

RFQs

DDQs

Security Questionnaires

Proposal Management

BY INDUSTRY

Technology

Healthcare

Finance

RESOURCES

Blog

Webinars

Customer Stories

Community

Responsive Academy

Summit

SUPPORT

Help Center

Contact Support

Contact Sales

SOCIAL

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EULA

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AUP

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