

Datafold Master Subscription Agreement

Updated August 26, 2021

This Master Subscription Agreement (the “Agreement”) is made between **Datafold, Inc.**, a Delaware corporation (“Datafold”) and each party (a “Customer”) that executes an Order Form for the Service defined below. Between Datafold and each Customer the Agreement consists of these terms, each Order Form, including any exhibits, and each amendment of any of the foregoing. The “Effective Date” of this Agreement is date of Customer’s initial Order Form. By executing the initial Order Form, Customer agrees to all the terms set forth below.

WHEREAS, Datafold is a data observability software-as-a-service (“SAAS”); and

WHEREAS, in certain cases Datafold may provide a trial version of the Service. In that case each Customer consents to this Agreement by clicking Agree or using the Service. If Customer and Datafold execute a subsequent agreement regarding commercial use of the Service, its terms will supersede the terms here to the extent of any conflict.

WHEREAS, Customer wishes to obtain a subscription to the Service identified below,

NOW THEREFORE, the parties agree as follows:

1. DEFINITION

1.1. “Affiliate” means an entity controlling, controlled by or under common control with a party to this Agreement at any time during the term of this Agreement, for so long as such ownership and control exists, provided such entity is not a competitor to Datafold or in the business of developing and offering products or technologies that are substantially similar to the Service.

1.2. “Customer Data” means all data in Customer's databases provided to Datafold by Customer or End Users via the Service and (b) all analysis results provided to Customer or End Users by Datafold for such data via the Services.

1.3. “End User” means an individual that Customer permits to use the Service.

1.4. “Order Form” means Datafold’s order form for the Service that has been executed by Datafold and Customer. Each executed Order Form will be incorporated into this Agreement by reference.

1.5. “Service” means the customer-facing services, implementation services, support, Software (as defined below) and any other services provided by Datafold to Customer pursuant to this Agreement.

1.6. “Software” means the source code, object code, underlying structure, ideas, know-how and algorithms comprising the Service, documentation, and data related to the Service.

2. SERVICE ORDERS

2.1. Service. Datafold will provide to Customer the Service identified on each Order Form. Subject to the terms of this Agreement, Datafold grants to Customer the right to access and use the Service in accordance with the terms identified on each Order Form.

2.2. License Term. Customer's Service subscription is for the time period specified in the Order Form, or if no such term is stated, then for one year, in either case subject to the provisions of this Agreement.

2.3. Renewal. The subscription term will automatically renew for additional one year periods unless either party notifies the other in writing at least 30 days prior to expiration of the then-current term, so long as Datafold makes the Service available. Datafold will invoice Customer for the subscription fees at the list prices in effect at the time of renewal.

2.. Orders by Affiliates. Customer's Affiliates may subscribe to use the Service on execution of additional Order Forms referencing this Agreement. On execution of an Order Form by Datafold and the Affiliate, the Affiliate will be bound by the provisions of this Agreement as if it were an original party hereto.

3. USE OF SERVICE

3.1. Use of Software Underlying Service. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover source code underlying the Service; (b) modify, translate, or create derivative works based on the Service or any Software (except to the extent expressly permitted by Datafold in writing or authorized within the Service); (c) frame, mirror or use the Service or use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels from the Service.

3.2. Appropriate Use of Service. Customer will not, and will not permit its users to:

a. Post, upload, forward, or otherwise transmit any file or software code that contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or

b. Attempt to access any other Datafold systems that are not part of the Service.

c. Use the Service to upload, post, process, distribute, link to, publish, reproduce, or transmit any of the following, including but not limited to:

i. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

ii. Content or data that would impersonate someone else or falsely represent an individual's identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

iii. Any information, software or content Customer does not have the legal right to process or transmit.

3.3. No Transfers. The Service and all licenses granted to Customer may not be transferred or redistributed to any third party, except in connection with a permissible assignment pursuant to Section 12.2.

3.4. Compliance. Although Datafold has no obligation to monitor Customer's use of the Service, Datafold may do so and may prohibit any use of the Service it believes may be in violation of the foregoing.

4. OWNERSHIP RIGHTS

4.1. No Ownership Assignment. This Agreement is for SAAS use rights. Neither party will assign ownership rights in any of its assets to the other pursuant to this Agreement, and neither party grants the other any rights or licenses not expressly set out in this Agreement.

4.2. What Datafold Owns. The Service is the proprietary intellectual property of Datafold and its licensors, protected by copyright and other intellectual property laws. Except for the rights granted herein, Datafold and its licensors retain all right, title and interest, including all intellectual property rights, in the Service (and any derivative works of or improvements to any of the foregoing created by or for Datafold) and the documentation. Even if the terms "purchase" and "sale" are used, Customer does not receive ownership rights in the Service and have only those use rights in this Agreement. Datafold retains all rights not explicitly granted herein.

4.3. What Customer Owns. Customer retains all rights to Customer Data. Datafold disclaims all ownership and other rights as to Customer Data, except any limited rights granted by Customer to provide the Service.

5. INVOICING, PAYMENT AND RECORDS

5.1. Fees, Taxes and Payment. Customer will pay Datafold in U.S. Dollars the fees in the amounts and at the times specified on the Order Form. If Customer's use of the Service exceeds the Service capacity set forth in the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Datafold will invoice Customer in arrears for such additional usage and Customer agrees to pay the additional fees in the manner provided herein. Unless otherwise stated in the Order Form, all fees are due 30 days from the date of Datafold's invoice and all fees are non-cancelable and non-refundable. If Customer is paying by credit card, Customer represents and warrants that it has the right to use the credit card provided and grants Datafold the right to provide the credit card information, including the credit card number, its expiration date and billing address, to third parties for the purposes of facilitating

payment transactions. Verification of information may be required prior to the acknowledgment or completion of any payment transaction. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all expenses of collection and Datafold may suspend Customer's access to Service until overdue amounts are paid in full. Customer is responsible for any sales, use, value added, excise, property, withholding or similar tax and any related tariffs, and similar charges, except taxes based on Datafold's net income. If Customer is required to pay any such taxes, Customer shall pay such taxes with no reduction or offset in the amounts payable to Datafold hereunder. If an applicable tax authority requires Datafold to pay any taxes that should have been payable by Customer, Datafold will advise Customer in writing, and Customer will promptly reimburse Datafold for the amounts paid.

5.2. Audit. In order to confirm compliance with this Agreement, Datafold may, at its expense and not more frequently than annually, audit Customer's records relating to Customer's use of the Service, and Customer agrees to reasonably cooperate with respect to any such audit. Any such audit shall be conducted with at least 30 days' notice, during regular business hours online or at Customer's facilities and shall not unreasonably interfere with Customer's business. If the audit indicates a discrepancy in the fees payable to Datafold greater than 5% of the amount paid by Customer for the period audited, Customer shall pay Datafold's reasonable expenses of the audit in addition to any additional fees due.

6. CONFIDENTIALITY

6.1. Confidential Information. Subject to the limitations set forth in Section 6.2, all information disclosed by one party to the other party during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information". The existence and terms of this Agreement are Confidential Information of both parties.

6.2. Exceptions. Information will not be considered Confidential Information if the receiving party can establish by documentary evidence that the information is or was: publicly available through no act or omission of the receiving party; in the receiving party's lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; lawfully disclosed to the receiving party by a third party without restriction on disclosure; or independently developed by the receiving party without use of or access to the disclosing party's Confidential Information.

6.3. Nondisclosure. The parties agree, both during the term of this Agreement and for a period of five years (and with respect to Confidential Information that is: (a) a trade secret for an indefinite period, and (b) Personal Data for the period required by applicable law) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees and service providers performing services for the benefit of the receiving party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each party agrees to take all reasonable steps

to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. A receiving party facing legal action to disclose Confidential Information of the disclosing party shall, to the extent permitted, promptly notify and provide the disclosing party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 6.3 shall not be construed as granting or conferring any rights to either party by license or otherwise, expressly or implicitly, to any Confidential Information.

7. LIMITED WARRANTIES AND EXCLUSIVE REMEDIES

7.1. Authority. Each of Datafold and Customer represents and warrants that: it has the full right, power and authority to enter into and fully perform this Agreement; the person signing this Agreement on its behalf is a duly authorized representative of such party who has in fact been authorized to execute this Agreement; its entry herein does not violate any other agreement by which it is bound; and it is a legal entity in good standing in the jurisdiction of its formation and shall continuously remain in good standing during the term of this Agreement.

7.2. Protection of Customer Data. Datafold will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Customer Data by Datafold personnel except (a) to provide the Service and to prevent or address service or technical problems, or (b) as Customer expressly permits in writing.

7.3. Warranty Exclusions. Datafold is not obligated to correct errors caused: by unauthorized modification to the Service, if Customer uses the Service other than as described in the documentation, by non-Datafold software or services, or by combining the Service with any other hardware or Service not authorized by Datafold in writing.

7.4. NO IMPLIED WARRANTIES. THE WARRANTIES ABOVE ARE THE EXCLUSIVE WARRANTIES REGARDING THE SERVICE AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES OF DATAFOLD, WHETHER EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.5. DISCLAIMER. DATAFOLD DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FEATURES OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE OR THAT ALL ERRORS IN THE SERVICE OR DOCUMENTATION WILL BE CORRECTED. DATAFOLD SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S).

8. INFRINGEMENT INDEMNITY

8.1. Indemnification by Datafold.

a. Datafold at its own expense will defend, indemnify and hold Customer and its Related Parties against all liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney's fees and disbursements) ("Costs") arising from or relating to claims, demands, suits, actions or proceedings made or brought by third parties against Customer and its Related Parties (collectively, "Claims") alleging that the Service infringes such third party's trademark or copyright arising under the laws of the United States, or that Vendor misappropriated such third party's trade secrets in the development of the Service. "Related Parties" means Affiliates, successors, assigns, members, shareholders, officers, directors, and agents of Datafold or Customer, as applicable.

b. If Datafold believes the Service, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section 8.1 applies, Datafold may, in its discretion and at its sole expense: (1) procure for Customer the right to continue using such Service or any applicable part thereof, (2) modify or replace the Service so as to make it non-infringing, or (3) terminate this Agreement and refund to Customer any unused prepaid fees for periods following the termination date. This section 8.1 states Datafold's sole liability to, and Customer's exclusive remedy for intellectual property infringement claims of any kind in connection with the Service.

c. Datafold shall not have any indemnification obligation pursuant to this Agreement to the extent a Claim is based on: use of any version of the Service other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Customer; use of the Service in violation of this Agreement; modifications to the Service made by Customer; where Customer continues to use the Service after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; or a third party service or Customer Data.

8.2. Indemnification by Customer. Customer at its own expense will defend, indemnify, and hold Datafold and its Related Parties harmless against any liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney's fees and disbursements) arising out of Claims made or brought by anyone other than an Datafold Related Party alleging misappropriation, misuse or breach of applicable law related to Customer Data.

8.3. Indemnification Procedure. Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice. The indemnifying party will assume the sole control of defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's risk and expense; provided, however, the indemnified party may join in the defense and settlement of the Claim and employ counsel at its own expense, and will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without the indemnified party's written consent unless the settlement (x) includes a release of all covered

claims pending against the indemnified party; (y) contains no admission of liability or wrongdoing by the indemnified party; and (z) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items. If both the indemnified party and the indemnifying party are named parties in any action relating to the Claim and the counsel chosen by the indemnifying party cannot represent both the indemnified party and indemnifying party due to any present or potential conflict in representing the interests of both of them, then the indemnifying party will retain separate counsel for the indemnified party.

8.4. Entire Liability. This Section 8 states the entire liability of the indemnifying party, and the indemnified party's exclusive remedy with respect to all Claims described in this section.

9. LIMITATIONS OF LIABILITY

9.1. No Consequential Damages. In no event shall either party or its agents and suppliers (including their directors, officers, employees, representatives, agents and suppliers) be liable for any indirect, incidental, special or consequential damages, including without limitation procurement of substitute products or services or loss of profits, revenue, data or data use, even if such party has been advised of the possibility of such damages. Nothing in this Agreement will limit Customer's liability for misappropriation of Datafold's intellectual property rights in the Service.

9.2. Direct Damages. The aggregate, cumulative liability of each party (including its directors, officers, employees, representatives, agents and suppliers) under this Agreement shall be limited to the Fees paid or payable by Customer to Datafold during the twelve month period prior to the event giving rise to any claim, or \$100 if Customer is using a trial of a Service. The foregoing shall not limit Customer's payment obligations.

9.3. Allocation of Risk. The provisions of this Agreement fairly allocate the risks between Datafold, on the one hand, and Customer on the other. Customer acknowledges and agrees that the pricing reflects this allocation of risk and the limitation of liability specified herein, and that Datafold would not enter into this Agreement without such allocation and limitation.

10. TERM AND TERMINATION

10.1. Term. This Agreement begins on the Effective Date and continues until terminated as provided below. Each Service subscription will run for the subscription term specified in the applicable Order Form and will renew automatically on Datafold's then-current terms and conditions for additional periods of equal duration unless a party provides notice of nonrenewal to the other party at least 30 days prior to the expiration of the applicable subscription term.

10.2. Termination for Breach. Either party may terminate this Agreement (including all related Order Forms) if the other party: fails to cure any material breach of this Agreement within 30 days after written notice of such breach; ceases operation without a successor; or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Termination is not an exclusive remedy and the exercise by either

party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

10.3. Effect of Termination. Immediately on termination of this Agreement, Customer shall cease all use of the Service. Within ten business days following the termination date, Customer shall, at Datafold's option, return to Datafold or destroy (and certify to Datafold in writing as to such destruction) all copies materials embodying or reflecting the Service, documentation, and any other Datafold Confidential Information.

10.4. Survival. Sections 2.4 through 3.4 and 5 through 12 of this Agreement shall survive any termination of this Agreement; provided that Sections 7 and 8 shall only survive to the extent applicable to claims, other than with respect to confidentiality obligations, arising prior to the termination date.

11. U.S. GOVERNMENT RIGHTS

This section is applicable only if Customer is a US government agency or a contractor to a US government agency. The Software and any related documentation contain commercial computer software and documentation which are proprietary data belonging solely to Datafold and its licensors. Pursuant to DFARS 227.7202 or FAR 12.212, as applicable, the U.S. Government's right to use, reproduce or disclose the Software and any related documentation acquired under this Agreement is subject to the restrictions of this Agreement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and any related documentation and shall supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clause FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988) or any other clause which purports to grant to the government rights greater than, or additional to those, set forth in this Agreement.

12. GENERAL

12.1. Integration; Severability. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof, including any NDAs or confidentiality agreements entered previously. If any provision of this Agreement is adjudicated invalid or unenforceable, the remaining provisions will remain in effect and the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. This Agreement shall supersede the terms of any purchase order or other business form. If accepted by Datafold in lieu of or in addition to Datafold's Order Form, Customer's purchase order shall be binding only as to the following terms: the Service ordered and the appropriately calculated fees due. Other terms shall be void.

12.2. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, whether by operation of law or otherwise, except that either party may

assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party. Any other purported assignment shall be void. Subject to the foregoing, this Agree

12.3. Force Majeure. Neither party shall be liable to the other for its failure to perform its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impracticable or impossible due to unforeseen circumstances beyond its reasonable control.

12.4. Amendment; Counterparts. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement may be executed electronically or by written signature and delivered in multiple versions, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

12.5. Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of California, United States of America without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. In event that the parties are unable to resolve any dispute informally, then such dispute shall be submitted to final and binding arbitration in San Francisco, California in accordance with the JAMS Streamlined Arbitration Rules and Procedures.

12.6. Notices. All notices must be in writing and sent to Customer and Datafold at the addresses on the Order Form. Either party may update its address as described in this paragraph. Notices will be deemed delivered when: (a) verified by written receipt if sent by personal courier, overnight courier, or postal mail; or (b) confirmed or replied to by the recipient if sent by email.

12.7. No Agency Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Customer and Datafold.

12.8. Customer Identification. Customer agrees that Datafold may identify customer as a user of Datafold products and may use Customer's name and logo in Datafold's customer list, press releases, blog posts, advertisements, and website.