



**Parsable, Inc.**

**Parsable Software Master Subscription Agreement**

**Last Updated January 1, 2020**

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER" REFERS TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT.

This form Agreement became effective on January 1, 2020. It is effective between Customer and PARSABLE as of the date of Customer's accepting this Agreement following such date (the "Effective Date").

**WHEREAS**, PARSABLE has developed a Service (as hereinafter defined) for, among other things, automating workflows and enhancing collaboration for leading global enterprises;

**WHEREAS**, CUSTOMER desires to obtain access to the Service, for its own internal business purposes.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

1.1. "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

1.2. "Agreement" means this Master Subscription Agreement.

- 1.3. "Ancillary Services" means any training, on-site support, customer success program services provided by PARSABLE (and for the avoidance of doubt not the Product Support Program).
- 1.4. "Customer" means the company or other legal entity accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
- 1.5. "Customer Data" means electronic data and information submitted by or for Customer to the Service.
- 1.6. "Documentation" means the then current user guides, manuals, and instructions furnished to Customer for use in conjunction with the Service, as updated from time to time by PARSABLE.
- 1.7. "Order Form" means an ordering document or online order in the form prescribed by PARSABLE specifying details /scope /use of the Service to be provided hereunder that is entered into between Customer and PARSABLE. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.8. "PARSABLE" means PARSABLE, Inc., a Delaware corporation with its principal offices located at 115 Sansome Street, 5<sup>th</sup> Floor, San Francisco, CA 94104 (USA), unless a different PARSABLE Affiliate entity is identified in an Order Form.
- 1.9. The "Service" means PARSABLE's online Connected Worker platform or portions / modules / scope / fields of use for (designated portions of) the platform thereof set forth on Order Form.
- 1.10. "User" means an individual who is authorized by Customer to use the Service, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PARSABLE at Customer's request) has supplied a user identification and/or password. Users may include employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business. The scope of "Users" or "use" may be further defined in an Order Form.

## **2. PARSABLE RESPONSIBILITIES**

- 2.1. **Provision of Service.** PARSABLE will (a) make the Service available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide PARSABLE Service support according to its published Support Program(s), (c) use commercially reasonable efforts to make the Service available except for: (i) planned downtime (of which PARSABLE shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond PARSABLE's reasonable control,

including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving PARSABLE employees), Internet service provider failure or delay, or denial of service attack, and (d) provide the Service in accordance with laws and government regulations applicable to PARSABLE's provision of the Service to its customers generally (i.e., without regard for Customer's particular use of the Service); all subject to Customer's use of the Service in accordance with this Agreement, the Documentation and the applicable Order Form.

**2.2. Protection of Customer Data.** PARSABLE will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation, and using no less than reasonable measures consistent with industry standards. 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). If expressly indicated in an Order Form, the terms of the data processing addendum at <https://www.parsable.com/legal-docs> ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by PARSABLE, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, PARSABLE will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, PARSABLE will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation may thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

### **3. USE OF THE SERVICE**

**3.1. Subscriptions.** Unless otherwise provided in the applicable Order Form (a) the Service is purchased as a subscription for the term stated in the applicable Order Form, (b) subscriptions for the Service may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by PARSABLE regarding future functionality or features.

- 3.2. **Usage Limits.** The Service is subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit Customer will execute an Order Form for additional quantities of the applicable Services promptly upon PARSABLE's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
- 3.3. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Service, and the interoperation of any third party products/services with which Customer uses the Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Service, and notify PARSABLE promptly of any such unauthorized access or use, (d) use the Service only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations. Customer shall comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority in connection with this Agreement. Customer shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of its business activities. Any use of the Service in breach of the foregoing by Customer or Users that in PARSABLE's judgment threatens the security, integrity or availability of the Service, may result in PARSABLE's suspension of the Service, however PARSABLE 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.
- 3.4. **Use Restrictions.** Customer will not (a) make the Service available to anyone other than Customer or its Users, or use the Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Service, or include (any portion of) the Service in a service bureau or outsourcing offering, (c) use the Service 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 Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Service, (f) attempt to gain unauthorized access to the Service or its related systems or networks, (g) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or use the Services to access or use any of PARSABLE intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on the Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Service, or access it to (1) build a competitive

product or service, (2) build a product or service using similar ideas, features, or functions of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Service is within the scope of any patent.

#### **4. THIRD PARTY PRODUCTS AND SERVICES**

4.1. Third Party Products and Services. Third parties may make available third-party products or services, and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any such third-party provider, product or service is solely between Customer and such provider. PARSABLE does not warrant or support third party products or services, unless expressly provided in an Order Form. PARSABLE is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by third party products or services. The Service may contain features designed to interoperate with third party products or services. PARSABLE 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 third party product or service ceases to make it available for interoperation with the corresponding Service features in a manner acceptable to PARSABLE.

#### **5. FEES AND PAYMENT**

5.1. Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified in an Order Form, (i) fees are based on Service subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. Unless stated otherwise in an Order Form, all payments to PARSABLE hereunder shall be paid in U.S. dollars transmitted by wire transfer to PARSABLE's designated bank account. If no due date is specified for a payment, then that payment shall be due and payable net thirty (30) days after the date of PARSABLE's invoice. If Customer fails to make any payment when due, PARSABLE may suspend the provision of the Service until payment has been made in full. Customer shall pay to PARSABLE interest on any amount payable to PARSABLE which is not paid promptly and when due at a rate equal to the lower of (i) 12% per annum or (ii) the maximum rate of interest allowable under applicable law. All costs of collection (including reasonable attorney fees) shall be paid by Customer.

5.3. Taxes. PARSABLE's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively,

“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If PARSABLE has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, PARSABLE will invoice Customer and Customer will pay that amount unless Customer provides PARSABLE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, PARSABLE is solely responsible for taxes assessable against it based on its income, property and employees.

## **6. PROPRIETARY RIGHTS AND LICENSES**

- 6.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, PARSABLE, its Affiliates, and its licensors reserve all their right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2. **License by Customer to PARSABLE.** Customer grants PARSABLE, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, any program code created by or for Customer using the Service or for use by Customer with the Services, and Customer Data, each as appropriate for PARSABLE to provide and ensure proper operation of the Service and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, PARSABLE acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, or such program code, provided, however that PARSABLE may prepare and retain an anonymized dataset that may be partially derived from Customer Data, and may use the anonymized dataset for research, performance tuning, product development, predictive analytics, or other improvements. In order to qualify as an anonymized dataset under this Section 6.2, the dataset must exclude all personally identifiable information; and be aggregated with data from other customers of PARSABLE, or otherwise not contain any information that would allow a third party to identify Customer or any Confidential Information of Customer.
- 6.3. **License by Customer to Use Feedback.** Customer grants to PARSABLE and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of PARSABLE’s Service.
- 6.4. **Federal Government End Use Provisions.** PARSABLE provides the Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Service consists 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 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.

## **7. CONFIDENTIALITY**

- 7.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of PARSABLE includes the Service, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) can be proven by the Receiving Party to have been independently developed by it.
- 7.2. Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient

remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

8.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. **PARSABLE Warranties.** PARSABLE warrants to Customer that, for ninety (90) days from the Effective Date, the Service will perform substantially in accordance with the applicable Documentation. PARSABLE's sole responsibility, and Customer's exclusive remedy, under the warranty set forth in this Section 8.2 shall be, at PARSABLE's option in each case, to (i) use commercially reasonable efforts to correct any substantial non-conformity to such Documentation by the Service, or (ii) return the subscription fee paid by Customer for the Service and terminate Customer's right to use the Service. For any PARSABLE Ancillary Services, PARSABLE warrants to Customer that the Ancillary Services will be performed in a workmanlike manner consistent with generally accepted industry standards and practices. This warranty shall be valid for ninety (90) days from completion of the applicable Ancillary Services. The re-performance of Ancillary Services shall be PARSABLE's sole obligation in the event of a defect. If, after re-performance of the Ancillary Services by PARSABLE, such Ancillary Services still does not satisfy the foregoing warranty, then Customer shall, as its sole remedy and PARSABLE's sole liability, be entitled to recover the fees paid to PARSABLE for the deficient Ancillary Services. PARSABLE's warranties in this Section 8.2 shall not apply to any claim that is not reported to PARSABLE in writing within the warranty period, or which results from (i) use of the Service other than in accordance with the Documentation and the terms of this Agreement, (ii) acts or omissions of persons other than PARSABLE, (iii) hardware, software, firmware or other products not provided by PARSABLE, or (iv) any other cause beyond PARSABLE's reasonable control.

8.3. Disclaimers. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE ONLY WARRANTIES MADE BY PARSABLE WITH RESPECT TO THE SERVICE OR THE ANCILLARY SERVICES, AND ARE IN LIEU OF, AND PARSABLE HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INFORMATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT PARSABLE KNOWS OR HAS REASON TO KNOW OF SUCH PURPOSE), WHETHER ARISING BY LAW, CUSTOM, USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITATION PARSABLE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SERVICE/ANCILLARY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, PARSABLE EXPRESSLY DISCLAIMS ANY WARRANTIES TO ANY PERSON OTHER THAN CUSTOMER.

## **9. MUTUAL INDEMNIFICATION**

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

- 9.2. Indemnification by Customer. Customer will defend PARSABLE and its Affiliates against any claim, demand, suit or proceeding made or brought against PARSABLE by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Service, (b) a third party product or service provided by Customer, or (c) the combination of non-PARSABLE data/technology provided by Customer and used with the Service, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Service in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against PARSABLE"), and will indemnify PARSABLE from any damages, attorney fees and costs finally awarded against PARSABLE as a result of, or for any amounts paid by PARSABLE under a settlement approved by Customer in writing of, a Claim Against PARSABLE, provided PARSABLE (a) promptly gives Customer written notice of the Claim Against PARSABLE, (b) gives Customer sole control of the defense and settlement of the Claim Against PARSABLE (except that Customer may not settle any Claim Against PARSABLE unless it unconditionally releases PARSABLE of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against PARSABLE arises from PARSABLE's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3. Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

## **10. LIMITATION OF LIABILITY**

- 10.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 10.2. Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

- 10.3. Exception to Limitations and Exclusions. The limitations set forth in Section 10.2 and 10.3 shall not apply to (i) a breach of Section 7 ("Confidentiality"); (Section 3.4 ("Use Restrictions"); and (iii) a party's indemnification obligations under Section 9 ("Mutual Indemnification").

## 11. TERM AND TERMINATION

- 11.1. Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least sixty (60) days before the end of the relevant subscription term.
- 11.3. Termination. A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, PARSABLE will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by PARSABLE in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to PARSABLE for the period prior to the effective date of termination.
- 11.5. Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as PARSABLE retains possession of Customer Data.

## 12. GENERAL PROVISIONS

- 12.1. **Export Compliance.** The Service and any other PARSABLE technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. PARSABLE and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 12.2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 12.3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between PARSABLE and Customer regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 12.4. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 12.5. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.6. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.8. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this

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

- 12.9. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.
- 12.10. Governing Law and Jurisdiction. The laws of the State of California shall govern this Agreement, without giving effect to applicable conflict of laws provisions or to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in the State of California, and each of the parties hereby agrees to submit itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.