Digital.ai Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("**MSA**") IS A LEGALLY BINDING CONTRACT BETWEEN YOUR ENTITY SPECIFIED IN THE APPLICABLE ORDER AS A CUSTOMER ("**CUSTOMER**") AND THE DIGITAL.AI ENTITY SPECIFIED IN THE APPLICABLE ORDER ("**DIGITAL.AI**") THAT GOVERNS THE SOFTWARE AND PROFESSIONAL SERVICES. CUSTOMER AGREES THAT THIS MSA, INCLUDING THE ATTACHMENTS HERETO, ANY APPLICABLE ORDERS, STATEMENTS OF WORK, AND ANY APPLICABLE DATA PROTECTION AGREEMENTS, CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS.

1. **Definitions**

   "**Affiliate**" means any person or entity which directly or indirectly owns, controls, or is controlled by, or is under common control with a party, where control is defined as owning or directing more than 50% of the voting equity securities or similar ownership interest in the controlled entity.

   "**Application**" means any end-user software application made available by Digital.ai or otherwise for use by Users. Applications may be developed by Digital.ai, Customer, or a third party as may be identified on an Order and made available to Customer (collectively, "**Digital.ai Application**") or be developed by Customer and uploaded through the Hosted Services ("**Customer Application**").

   "**Confidential Information**" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or information that by its form, nature, content, or mode of transmission a reasonable recipient would deem confidential or proprietary, including the Digital.ai offer, pricing, and any benchmark data or results produced. The Software may contain valuable trade secrets and Confidential Information of Digital.ai.

   "**Documentation**" means all written and electronic information and materials made available by Digital.ai to Customer relating to the access, use, operation or functionality of the Software, including technical and user manuals and operating instructions.

   "**Guard Libraries**" means a collection of the object code software modules delivered in an object library form and containing Digital.ai's protection technology known as "Guards."

   "**Hosted Services**" means the Software hosted by Digital.ai for Customer.

   "**Initial Term**" means the term specified in an applicable Order.

"**Node**" means a distinct end point as counted and limited by certain of the Software solutions offered by Digital.ai. If applicable, Customer will identify the Node(s) in the Software on an Order. During the term of this MSA, Customer may from time to time remove a Node from the Software and identify another Node in its place, provided the total number of purchased Nodes is never exceeded.

"**Order**" means the document by which Customer or Customer's Affiliates acquire the Software and Support and, if applicable, Professional Services (including a Statement of Work).

"**Use**" means use of the Software by Customer for its own internal business purposes, in accordance with the Documentation, and not as a service bureau, application service provider, or other service provided to third parties.

"**Professional Services**" means those customized services made available to Customer by Digital.ai or its designated subcontractors, and as more fully described in a Statement of Work, including installation, integration, configuration, consulting and training services.

"**Software**" means the object code versions of the software or run-time modules in object code as described on an Order and in the associated Documentation.

"**Statement of Work**" means a document describing Professional Services to be provided by Digital.ai to Customer. For purposes of this MSA, a Statement of Work shall constitute an "Order".

"**Subscription**" means the License and Support together as described in an Order.

"**Support**" means the technical support for the Software as specified in Section 5 below.

"**Threat Event**" means a message containing anonymized threat related data from the End User.

"**User**" means any individual (i) authorized by Customer to log into and use the Software or Hosted Services directly, (ii) invoking the Software or Hosted Services by proxy, for example, through a service account, or (iii) engaging in reporting or reviewing results through the Software or Hosted Services, in each case, as determined by Digital.ai in its sole discretion. For the avoidance of doubt, any individual involved in the software development or delivery process will be a User. In certain cases, User may also mean a Customer's end user in their Application. The number of Users associated with each Software or Hosted Services subscription licensed by Customer is indicated in the Order(s).

2. **License**

2.1   Subject to the terms and conditions of this MSA, Digital.ai grants Customer a non-exclusive, non-transferable, revocable, and non-sublicensable license for the term of the

applicable Order to use the Software and the Documentation, solely for Customer's Use, and on platforms (as applicable) specified in such Order as licensed (the "**License**"). The License is limited to the licensing metric(s) indicated on the applicable Order.

2.2   Customer shall not circumvent, or attempt to circumvent, any license management, security devices, access logs, or other measures provided, or permit or assist any User or any third party to do the same. Customer must follow the recommended installation procedures for product licensed under the MSA. Unless otherwise agreed upon, Customer agrees that the server(s) on which the Software will be installed will be connected at all times to the Internet and not to block, electronically or otherwise, the transmission of data required for compliance with the MSA. Any blocking of data required for compliance under the MSA is a material breach of the MSA.

2.3   Customer shall ensure that its third party consultants only access and use the Software for Customer's operations provided any such third party consultant(s) have first signed an agreement with Customer protecting Digital.ai's intellectual property with terms no less stringent than the terms and conditions of this MSA and that Customer ensures that each such consultant's use of the Software complies with the terms of this MSA. For the avoidance of doubt, Customer shall be fully liable for any breach of this MSA by Customer's third party consultants.

2.4   Customer's Affiliates may use the Software and the Documentation, provided any such Affiliate agrees to be bound by the terms and conditions of this MSA by executing a participation amendment. Any such use by Affiliates will count toward the stated metrics and does not relieve the Customer of its obligations under the MSA.

2.5   Customer agrees that Digital.ai may collect and use technical data and related information (including, but not limited to, technical information about Customer's devices, server, system and application software, and peripherals, and device fingerprints) that is gathered periodically to improve the Software, facilitate the provision of software updates, product support, and other services to Customer and to monitor compliance with and determine billing.

2.6   For certain Software, Customer shall provide all data processed to Digital.ai no as request. Digital.ai reserves the right, and Customer authorizes Digital.ai, to purge collected thirty (30) days after such data has been received, and in such a manner that the data may be irretrievable. Customer agrees that processing, utilization and storage of data may be limited to a certain amount agreed to by the parties.

2.7   Customer will not, directly or indirectly, (i) sublicense transfer, lease, rent or otherwise assign its rights in the Software or the Documentation to any third party; (ii) modify the Software or the Documentation, create or attempt to create any derivative works of the Software or the Documentation, or translate, reproduce, reverse engineer, re-engineer, de-compile, or disassemble the Software or the Documentation; (iii) make use of any of the Software or the Documentation for which it has not paid (iv) export the Software or Documentation in violation of US laws, (v) use the Software for any

prohibited use, such as nuclear technology applications, missile, or other military guidance systems and biological weaponry, (vi) alter or remove any of Digital.ai's or its licensor's copyright or proprietary rights notices or legends appearing on or in the Software; or (vii) modify, distribute or otherwise use the Software in any manner that causes any portion of the Software that is not already subject to an open source license to become subject to the terms of any open source license, in whole or in part, without the prior written consent of Digital.ai. Customer must use the Software and/or the Hosted Services in accordance with applicable law. Customer must not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("**Public Network**") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively the "**International Human Rights Standards**") of any individual user who directly accesses the Internet
or otherwise transmits data through a Public
Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, Digital.ai may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other Digital.ai's customers including license key numbers, IP addresses or other applicable device identifier (including MAC address or unique device identifier (UDID)).

2.8   Digital.ai will supply default administrator login credentials for Customer to assign usernames and passwords to all personnel that will access the Software. Customer assumes sole responsibility for use of any such credentials and shall notify Digital.ai immediately if such credentials are, or are suspected to have been, misappropriated.

3. **Warranty**

3.1   Digital.ai warrants that (i) it is entitled to license the Software to Customer and (ii) the Software does not contain Foreign Elements at delivery of the Software to the Customer. The parties acknowledge and understand that the Software is permitted to contain customary license keys, such as keys limiting the number of Users in accordance with the applicable Orders and restricting access after termination or expiration of a then-current license term.

3.2   Digital.ai warrants that the Software shall conform in all material respects to the Documentation. Digital.ai does not warrant that operation of the Software will be uninterrupted or "bug" or error free.

3.3   If Customer or any End User is located in the European Economic Area, Customer represents and warrants that it shall obtain all appropriate consents, make all necessary disclosures, and otherwise conform to all applicable laws of the EEA related to any End

Users' personal data collected or otherwise processed by the Software and/or Application

3.4 THE FOREGOING WARRANTIES ARE EXCLUSIVE. DIGITAL.AI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING THE SOFTWARE OR THE DOCUMENTATION, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF DIGITAL.AI BREACHES THE APPLICABLE FOREGOING WARRANTY AND CUSTOMER PROMPTLY NOTIFIES DIGITAL.AI IN WRITING OF THE NATURE OF THE BREACH, DIGITAL.AI SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO PROMPTLY REPAIR OR REPLACE THE NON-CONFORMING SOFTWARE WITHOUT CHARGE.

4. **Fees and Audit**

4.1 Amounts specified in an Order are exclusive of applicable sales, use, VAT, consumption, and any other taxes. Customer shall timely pay all such taxes. Customer will indemnify Digital.ai and hold Digital.ai harmless from and against any such taxes and will promptly reimburse Digital.ai for the amount of any taxes that Digital.ai is required to or otherwise pays as a result of Customer's failure to pay such amount.

4.2 Each Order will be due and payable annually in advance, within thirty (30) days from the date of Digital.ai's invoice. Digital.ai will distribute temporary license keys to Customer until such time an applicable invoice is paid in full. Digital.ai may assess finance fees of 1.5% per month for any late payments. Additionally, Digital.ai reserves the right to suspend or terminate Customer's access to the Software without liability to Customer if Customer fails to cure any instance of non-payment within 15 days of receipt of notice from Digital.ai.

4.3 Customer's Affiliates may license under this MSA provided they agree to be bound by the terms and conditions herein and execute an Order. Any Affiliate Order does not relieve Customer of its obligations under this MSA.

4.4 Customer agrees that, upon Digital.ai's request during or after any Subscription period, Customer shall provide Digital.ai in writing with a summary of its usage of the Software. Customer shall immediately owe and pay fees associated with usage in excess of the Software amounts licensed and promptly (and in no event more than 15 days after becoming aware thereof) remedy any underpayments revealed during an audit both retroactively as well as prospectively for the remainder of the Subscription term.

4.5 Customer shall maintain complete, current and accurate records of the location of each copy of the Software in Customer's possession for at least five (5) years. Furthermore, Customer shall maintain the location of all Users thereof, the number of all Users under the MSA.

5. **Support Services**

5.1   Support is provided during the term of the applicable Order, pursuant to the Support terms located at: https://digital.ai/support-and-maintenance and incorporated herein by reference.

6. **Professional Services**

6.1   Digital.ai shall perform the Professional Services with reasonable care and skill and pursuant to an applicable Order. Unless specified otherwise in the applicable Order, all Professional Services are performed on a time and materials basis. Nothing in the Order may be construed as an obligation of Digital.ai to deliver a certain result. Unless specified otherwise in the applicable Order, Customer shall reimburse Digital.ai's reasonable cost for travel and expenses connected to the performance of the Professional Services insofar as (i) such cost are in compliance with Customer's travel policy; and (ii) Digital.ai substantiates such cost with receipts. All cost for living and expenses in compliance with Customer's travel policy which have already been incurred by Digital.ai prior to an early termination of the Order by Customer, shall be borne by Customer

6.2   Except for Customer's pre-existing intellectual property, all rights, titles and interest, including moral rights in intellectual property to or arising from any Professional Services solely be owned by Digital.ai or its licensors. Digital.ai grants to Customer a non-exclusive, non-licensable, non-sublicensable, non-transferable right to use the Professional Services and all works derived therefrom during the applicable Subscription term and solely in connection with the Software

7. **Indemnification**

7.1   Except for the limited license rights granted pursuant to this MSA, title, ownership rights and all intellectual property rights in and to the Software and Documentation shall remain the sole and exclusive property of Digital.ai and its licensors.

7.2   Digital.ai will defend Customer against any third-party claim brought against Customer that Customer's use of the Software in accordance with the terms herein infringes or misappropriates any patent subsisting, copyright, trademark or trade secret, provided however that Customer with regard to any such claims: (i) promptly notifies Digital.ai; (ii) reasonably cooperates with Digital.ai; and (iii) allows Digital.ai to control the defense and all related settlement negotiations. Digital.ai will pay such damages or costs as are finally awarded by a court of competent jurisdiction against or agreed to by Digital.ai in settlement for such claim. Customer will have the right to participate with Digital.ai in the defense or appeal of any such claim, at Customer's own expense (such expense not being indemnified by Digital.ai), but Digital.ai will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action, provided that Digital.ai obtains Customer's prior consent to any settlement that requires Customer to make any admission of fault or pay any amounts in connection with such settlement.

7.3   If an injunction is sought or obtained against Customer's use of the Software as a result of a third party infringement claim, Digital.ai may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the Subscription and refund the Subscription fee received from Customer for the affected Software less a usage charge based on a 12-month amortization schedule.

7.4   Digital.ai shall have no liability for any third-party claim of infringement based upon: (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is in the then current, unaltered release; or (ii) use, operation or combination of the applicable Software with non-Digital.ai programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination.

7.5   Customer agrees to release, indemnify and hold Digital.ai, its Affiliates and licensors, and each of their respective officers, employees, directors, managers, partners, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind arising out of or relating to any third party claims arising from or related to (i) Customer's or any User's breach of Section 2 of this MSA or (ii) any allegation that materials (a) maintained on Customer or any Users' behalf or (b) uploaded to the Software or used in connection with the Software infringe or misappropriate any patent subsisting, copyright, trademark or trade secret.

7.6   If the Customer has licensed the Software for an Application, Customer will defend at its expense, indemnify, and hold harmless Digital.ai from and against any losses, costs or damages resulting from or in connection with any claims brought by a third party against Digital.ai resulting from or in connection with the use, manufacture, or distribution of Application by Customer and Customer's direct and indirect End Users in any country, provided that Digital.ai gives Customer prompt written notice of any such claim, tenders to Customer the defense or settlement of any such claim at Customer's expense, and cooperates with Customer, at Customer's expense, in defending or settling such claim. This indemnification obligation shall not apply to infringement actions or claims if such actions or claims are based solely on the use of the Software in the form provided by Digital.ai

8. **Confidentiality**

8.1   Each party that receives Confidential Information of the other party agrees that, unless the disclosing party gives its prior written authorization, the receiving party shall not: (i) use such Confidential Information other than for the purposes of this MSA; or (ii) disclose any such Confidential Information to any third party except those directors, managers, officers, employees, subcontractors, consultants, representatives and agents of the receiving party (collectively, the "**Representatives**") who are required to have such Confidential Information in order to carry out the purposes of this MSA and who have

signed a non-disclosure agreement or are otherwise bound by confidentiality obligations at least as restrictive as the provisions of this MSA. The receiving party shall prevent the unauthorized use, disclosure, dissemination or publication of Confidential Information by itself and by its Representatives using at least the same degree of care that the receiving party uses to protect its own confidential information of a similar nature, but in no event less than a commercially reasonable degree of care.

8.2   The obligations of the parties under this Section 8 shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority of competent jurisdiction, provided that the receiving party has provided, to the extent permitted by applicable law, prompt notice to, and full cooperation with, the disclosing party prior to such disclosure so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

8.3   Upon request by the disclosing party, the receiving party will certify to the disclosing party in writing that all copies, abstracts, summaries, and documents have been destroyed.

8.4   Any breach of the confidentiality obligations set forth in this Section would constitute a material breach of this MSA, which the parties acknowledge may cause irreparable harm to the disclosing party, leaving it without an adequate remedy at law. As such, any such breach shall entitle the disclosing party to seek injunctive relief in addition to all other remedies, without necessity of posting of a bond or other security in connection therewith.

8.5   This Section 8 will remain in effect during the term of this MSA and for a period of two (2) years following the termination of this MSA or the applicable Order and, in the case of Confidential Information that constitutes a trade secret under applicable law, for so long as such Confidential Information remains a trade secret.

9. **Limitation of Liability**

9.1   Except for a party's: (i) willful breach of a material term of this MSA; or (ii) breach of its confidentiality obligations under Section 8, a party's aggregate liability for damages (direct or otherwise) concerning performance or non-performance in any way related to or arising from or under this MSA, and regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the portion of the fees received by Digital.ai from Customer for the 12 month Subscription period preceding the occurrence of such liability.

9.2   Notwithstanding anything to the contrary, in no other event shall a party be liable for lost data, lost profits, lost revenues, loss of data, loss of use, loss of business, or any indirect, incidental, special, punitive, exemplary or consequential damages, whether or not foreseeable, related to or arising from or under this MSA.

9.3   Under no circumstances will Digital.ai be liable in any way for Customer

Applications, including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content uploaded or emailed in connection with or via Hosted Services. Customer acknowledges that Digital.ai and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any Customer App that is available in connection with or via Hosted Services, including for violations of this MSA.

10. **Term and Termination**

10.1   The term of this MSA shall commence upon Customer's acceptance thereof (the "**Effective Date**") and shall continue until the termination or expiration of the last then-current Order. Any associated Orders shall automatically extend for additional one-year periods (each, an "**Extension Term**") at the end of the Initial Term or, as applicable, any Extension Term.

10.2   Customer will continue to receive the Subscription for any Extension Term of an Order in exchange for Digital.ai's then-current fees. Unless otherwise expressly provided in an Order, any extension fees shall be due and payable to Digital.ai no later than thirty (30) days prior to the start of the applicable Extension Term.

10.3   Either party may terminate any or all existing Order(s) immediately by providing written notice to the other party of such termination if the other party: (i) breaches any material provision of this MSA; (ii) is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator or a trustee is appointed for such party's affairs; or (iii) if a party is dissolved. None of the foregoing termination for cause rights shall be valid if the breaching party is able to cure such breach within thirty (30) days (or ten (10) days in the case of non-payment) after the non-breaching party delivers notice of such breach to the breaching party. Either party may terminate an Order at the end of the Initial Term or an Extension Term thereof by giving the other party at least 90 days' prior written notice before the beginning of the next Extension Term.

10.4   If this MSA or any Order is terminated, Customer must within 30 days after such termination, at Digital.ai's direction, destroy or return all affected Software and Documentation and certify in writing that it has complied with this Section 10.4. Upon expiration or termination of the MSA, if Customer was granted a run-time License, then in addition, Customer shall: (a) cease the reproduction and distribution of the Run-Time Modules (except as provided below); and (b) shall promptly certify to Digital.ai that Customer has done so. However, for those Applications that have previously been distributed and if Customer allows for that Application to continue with the run-time licenses post termination, may retain one (1) copy of the Run-Time Modules to support existing End Users provided that Customer is then current with payments due to Digital.ai with the understanding that Customer will receive no customer support or maintenance. Customer assumes all risk of the Application's protection.

10.5   All provisions and obligations of this MSA or any Order which by their nature

should survive any termination of this MSA or an Order will survive any such termination, including provisions and obligations with regard to accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability, engaging of third parties and liability for taxes and premiums.

11. **Miscellaneous**

11.1   *Force Majeure.* Digital.ai shall not be liable for, nor shall Digital.ai be considered in breach of this MSA due to, any failure to perform its obligations under this MSA as a result of a cause beyond its reasonable control, including any act of God or a public enemy, terrorist act, act of any military, civil or regulatory authority, change in any law or regulation, epidemic, pandemic, freight embargo, strike, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, introduction of a virus, worm or similar disabling code in the Software by Customer or a third party or any other cause, whether similar or dissimilar to any of the foregoing.

11.2   *Assignment.* Either party may assign this MSA and any of its rights or obligations hereunder to its affiliates or in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, reorganization, or change in control or similar transaction.

11.3   *Severability.* If any part of this MSA is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of this MSA.

11.4   *Waiver.* Any failure by either party to detect, protest, or remedy any breach of this MSA will not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver can only occur pursuant to the prior written express permission of an authorized officer of the other party.

11.5   *Notices.* All notices, instructions, requests and other communications required or permitted under this MSA shall be in writing and shall be delivered in person or sent by either commercial overnight courier or certified or registered mail, return receipt requested, or electronic transmission to either party at the respective addresses set forth on the applicable Order or to such other address as specified in writing by a party to the other party in accordance with the terms of this Section. All such notices, instructions, requests and other communications shall be deemed effective (i) immediately if delivered in person; (ii) the next business day if delivered by commercial overnight courier; (iii) three business days after deposit with the United States Postal Service, postage prepaid, if delivered by certified or registered mail; or (iv) when delivered, if delivered by electronic transmission such as electronic mail.

11.6   *Open Source Software.* The Software may contain open source software ("OSS") licensed under such OSS's own applicable license terms. Any such OSS listed under this MSA is listed only for Customer's convenience and solely for information purposes and,

if licensed, is licensed to Customer only under the terms set forth in the corresponding open source license, which Customer may find on the Internet at the designated URL, or in the header files of such software.

11.7 *Export Restrictions.* Export laws and regulations of the United States and any other applicable jurisdictions apply to the Software. Customer agrees that such applicable export control laws govern Customer's use of the Software and agrees to comply with all such applicable export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information or Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that Customer is not: (i) located in a country that is subject to a U.S. Government embargo (e.g., an embargoed country as designated by the Office of Foreign Asset Control of the U.S. Treasury Department), or that has been designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties (e.g., the prohibited persons list maintained by the Bureau of Industry and Security of the U.S. Department of Commerce).

11.8 *Privacy and Data Protection.* The parties agree that the Data Protection Agreement ("**DPA**"), located at https://digital.ai/documents/Digital-ai-Data-Protection-Agreement.pdf, sets forth their obligations with respect to the processing and security of Customer Data and Personal Data, as those terms are defined in the DPA.

11.9 *Counterparts*. This MSA, if applicable, and any Order, may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts shall, together, constitute one instrument. Signatures to this MSA or any Order may be exchanged by facsimile, portable document format or other similar electronic format, and all signatures exchanged in such manner shall constitute and be deemed original signatures.

11.10 *Governing Law.* This MSA shall be governed by the laws of the State of Delaware, which governing law shall control without giving effect to conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods, even where adopted as a part of the domestic law of the country whose law governs this MSA. Any suit or proceeding relating to this MSA shall be brought exclusively before the state or federal courts located in the State of Delaware.

Any disputes arising in countries not recognizing or not executing court verdicts from the jurisdiction Digital.ai set forth in Section 10.12 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). Such disputes or claims shall be settled by simplified arbitration arranged by ICC in accordance with the rules of arbitration procedure adopted by ICC and in force at the time when such proceedings are commenced. Arbitration shall be conducted in the State of Delaware before one arbitrator appointed in accordance with the ICC Rules. All arbitration shall be conducted in English. The award rendered thereon by the arbitrator shall be final and binding on the

parties thereto, and judgement thereon shall be confidential and may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either Party from applying to a court of competent jurisdiction for equitable or injunctive relief. Customer may only resolve disputes with Digital.ai on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Digital.ai or any of Digital.ai's employees or Affiliates.

11.11   *Third Party Offerings.* To the extent that use of the Software or Hosted Services requires use by Customer of third party software or services, Digital.ai makes no representations or warranties regarding such third party offerings. Such third party offerings may be subject to their own terms of service and Customer agrees to comply with all such terms of service.

Elements of the Software licensed hereunder may contain, be derived from, and/or connect to materials of third party licensors ("**Third Party Software**"). In addition to the terms of the MSA, such Third Party Software may be subject to additional terms, which, if any, are set forth in the Third Party Software file that is included with the Documentation.

11.12   *Interpretation.* The following rules of interpretation must be applied in interpreting this MSA: (i) the section and subsection headings used in this MSA are for reference and convenience only, and will not enter into the interpretation of this MSA, (ii) all references to Sections are to the Sections in this MSA or, as applicable, an Attachment to this MSA, and (iii) as used in this MSA, the term "including" will always be deemed to mean "including without limitation".

11.13   *Publicity.* Digital.ai may use Customer's name and may disclose that Customer is a licensee of the Software in Digital.ai advertising, press, promotion and similar public disclosures with respect to the Software and professional services; provided, however, that such advertising, promotions or similar public disclosures shall not indicate that Customer in any way endorses any Software, without prior written permission from Customer.

11.14   *Independent Contractors.* In the performance of this MSA, each party is an independent contractor, and the employees, officers and agents of one party will act only in the capacity of representatives of that party and not as employees, officers or agents of the other party.

11.15   *Notice for California Users.* Under California Civil Code Section 1789.3, users of the Software and other Digital.ai solutions from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11.18   *Security Emergencies.* If Digital.ai reasonably determines that the security of its

Software or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, then, notwithstanding anything to the contrary, Digital.ai may, without liability to Customer, temporarily suspend the Software and related services and Digital.ai will take action to promptly resolve such security issues.

11.19 *Order of Precedence.* If there is a conflict between the terms contained in an executed Order, this Agreement, the DPA if applicable, the conflict will be resolved in that order, but only for the specific Software or Hosted Services described in the applicable Order.

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