END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (this "**Agreement**") applies to your purchase, license and/or use of any Software or Support (each as defined below) offered by Unravel Data Systems, Inc. ("**Unravel**", "**we**", or "**us**"). Before you download and/or use any of Unravel's Software, you must agree to the terms of this Agreement (as defined below). You will be referred to herein as "**you**" or "**Customer**"

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING AND/OR USING ANY OF SOFTWARE. THIS AGREEMENT GOVERNS YOUR USE OF SOFTWARE AND ANY SUPPORT WE PROVIDE TO YOU. WE ARE ONLY WILLING TO LICENSE THE SOFTWARE AND PROVIDE SUPPORT TO YOU IF YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY DOWNLOADING, INSTALLING, OR USING OUR SOFTWARE, ORDERING OR USING ANY SUPPORT, OR (IF APPLICABLE) BY CLICKING BELOW TO ACCEPT THIS AGREEMENT, YOU ARE CONFIRMING THAT YOU UNDERSTAND THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND IT TO THIS AGREEMENT, IN WHICH CASE "YOU" OR "CUSTOMER" WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN WE ARE UNWILLING TO LICENSE ANY OF OUR SOFTWARE OR PROVIDE ANY SUPPORT TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, OR USE OUR SOFTWARE.

1.   DEFINITIONS. As used in this Agreement:

1.1   "Affiliate" means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where "control" means the power to direct or cause the direction of the management and policies of an entity or person, whether through the ownership of voting securities, by contract, or otherwise. Unless an Affiliate of Customer has entered into a separate Order Form with Unravel, Customer shall be directly liable to Unravel for the acts and omissions of any Affiliate to which Customer gives access to the Software pursuant to the rights granted hereunder.

1.2   "Customer Environment" means the computing environment controlled by or on behalf of Customer in which the entirety of Software is deployed and operated by or on behalf of Customer. If an Order Form indicates that Customer is deploying the entirety of the Software in a Customer Environment (as opposed to accessing the Software via SaaS Services), then such Order Form is subject to the terms and conditions contained in this Agreement and the Customer Environment Deployment Addendum, which can be found at https://www.unraveldata.com/unravel-customer-environment-deployment-addendum/.

1.3   "Documentation" means the end user manuals, guides, online help files and other supporting materials that Unravel generally makes available to its customers with the Software.

1.4   "Fees" means the license/subscription fees plus any other fees payable by Customer to Unravel under an Order Form.

1.5   "Intellectual Property Rights" means worldwide patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property and proprietary rights and similar forms of protection.

1.6   "Subscription Term" means the Order Form-specified period(s) during which Customer may use the Software. If no period is specified in the applicable Order Form, the Subscription Term will be one year from the effective date of the Order Form.

1.7   "Order Form" means a written or electronic quote or other ordering document entered into between the parties (or between Customer and a third-party marketplace or Unravel reseller or channel partner) and detailing the Software to be provided by Unravel, the Fees associated therewith, and any other transaction-specific terms and conditions. Upon mutual agreement (or, in the case of quotes or third-party marketplace orders, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference.

1.8   "Output" means, collectively, the recommendations, insights, results, conclusions and other information generated by the Software, and Customer's use thereof. Output shall not include any information that identifies Customer.

1.9   "SaaS Services" means Unravel's provision of certain portions of the Software as a hosted service under the Agreement. SaaS Services shall not be deemed "Services" for purposes of this Agreement. If an Order Form indicates that Customer is accessing SaaS Services, then such Order Form is subject to the terms and conditions contained in this Agreement and the SaaS Services Addendum, which can be found at https://www.unraveldata.com/unravel-saas-services-addendum/.

1.10   "Software" means the object-code version(s) of one or more of Unravel's proprietary software programs listed on an Order Form, including all Documentation, as well as any Updates to the Software that Unravel provides to Customer or that Customer may access under this Agreement.

1.11 "**Support**" means support services provided by Unravel in connection with Customer's license of the Software.

1.12 "**Update**" means a Software release that Unravel makes generally available to its customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, or it may be an enhancement, a new feature, or new functionality.

2. LICENSE GRANT.

2.1 License Grant; Restrictions. Subject to the terms and conditions of this Agreement, Unravel grants to Customer a non-exclusive, non-transferable (except as permitted under Section 10.5), limited-term, royalty-free, revocable (pursuant to the termination provisions set forth herein), license to install, execute and use the Software for internal business purposes during the Subscription Term in accordance with the Documentation. The foregoing license grant is conditioned on Customer not exceeding any licensing metric limitation (such as Databricks Units, nodes, or node hours) indicated on the applicable Order Form. Customer acknowledges that the Software and its structure, organization, and source code constitute valuable trade secrets of Unravel and its suppliers. Accordingly, Customer agrees not to, and not to allow or authorize any third party (including Affiliates and/or users) to: (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, lease, rent, loan, or otherwise transfer (except in connection with a permitted assignment of Customer's rights permitted under Section 10.5) the Software to any third party; (c) use the Software in any service bureau or time-sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, in whole or in part; (e) hack or modify any license key, or try to avoid or change any license registration process Unravel may implement; or (f) otherwise use or copy the Software except as expressly allowed under this Section 2. Customer acknowledges and agrees that Unravel only licenses the right to "use" the Software, the Documentation, and related materials, and that no sale or other transfer of any title or ownership or any proprietary interest of any kind whatsoever in or to the Software, Documentation, or related materials is contemplated hereunder. The Software, Documentation, Output, Performance Data and related materials supplied by Unravel hereunder, and all Intellectual Property Rights therein or related thereto, are and will remain Unravel's sole and exclusive property. All rights (including Intellectual Property Rights) in and to the Software, Documentation, Output and related materials not expressly granted to Customer in this Agreement are reserved by Unravel and its suppliers, and there are no implied licenses granted hereunder. Customer agrees not to remove, alter, or obscure any proprietary rights notices (including copyright notices) on the Software, Documentation, or related materials, or authorize any third party to do so. The Software may contain open source components ("**OSS Components**"). As a result, in addition to the proprietary code that Customer is licensing under this Agreement, Customer's use of the OSS Components in the Software may be subject to certain open source licenses. A description of the OSS Components, and references to those licenses, can be found at https://docs.unraveldata.com/en/oss.html.

2.2 Output. Customer shall have the right to utilize the Output during the Subscription Term of the Software with respect to which the Output was generated. Customer shall not copy the Output (including via screenshot) or store the Output other than within the Software (including copying, re-transcribing or storing the Output within or through any other application, software, system, service or medium). Customer's right to utilize or access the Output shall be co-terminus with the Subscription Term of the Software with respect to which the Output was generated. In the event that Unravel reasonably suspects that Customer has utilized Output following the expiration or termination of the applicable Subscription Term, or copied or stored the Output in violation of this Section 2.2, upon reasonable prior written notice, Customer shall permit Unravel or a third-party auditor mutually agreed on by Unravel and Customer (such agreement not to be unreasonably withheld) to audit and inspect Customer's systems and records relating to Customer's utilization of the Software and Output (an "**Output Audit**"). Any Output Audit shall not unreasonably disrupt Customer's normal business activities and shall be performed in a professional manner. Unravel or such third party auditor may copy any item evidencing a breach of this Section 2.2 that Customer may possess, provided that, Unravel may only utilize such copies in connection with the enforcement of its rights under this Agreement. In the event that Unravel discovers any breach of, or non-conformance with, this Section 2.2, Customer shall pay to Unravel, as liquidated damages and not as a penalty, the Fees that would have been due to Unravel had the applicable Subscription Term continued through the date that Customer has cured such breach of or non-conformance with this Section 2.2. Such Fees shall be based on Unravel's applicable list price and (as applicable) Customer's maximum consumption during the Subscription Term, without the application of any discount.

2.3 Delivery and Installation. Unravel will make those portions of the Software that are required to be installed by Customer available to Customer for download within a reasonable period following execution of the applicable Order Form. The Software will be delivered electronically, unless otherwise set forth on the applicable Order Form. Customer is responsible for installing such Software.

2.4 Feedback. During the term of this Agreement, Customer may (but shall not be obligated to) provide Unravel with feedback concerning the Software, or Customer may provide Unravel with other comments and suggestions for new products, features, or improvements (collectively, "**Feedback**"). Unravel shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Software and Unravel's services any Feedback provided by or on behalf of Customer. All Feedback provided by Customer to Unravel shall be provided on an "as is" basis with no warranty.

2.5   Support. Subject to the Customer's timely payment of the Fees, Unravel will provide Support for the Software in accordance with Unravel's then-current support and maintenance terms and conditions, which can be found at https://unraveldata.com/wp-content/uploads/2019/02/Unravel_legal_support_policy.pdf.

3.   FEES AND PAYMENT.

3.1   Fees. Customer agrees to pay all applicable Fees in full, without deduction or setoff of any kind, in U.S. Dollars. Unless the Software is licensed by Customer through a third-party marketplace or Unravel reseller or channel partner (in which case the terms and conditions of this Section 3 shall apply only to the extent not in conflict with the payment terms applicable to Customer's transaction with such marketplace, reseller or partner), and unless Customer has selected an alternate payment method (e.g., credit card), all Fees hereunder shall be due and payable to Unravel within thirty (30) days of the date of the invoice. Amounts payable under this Agreement are nonrefundable, except as expressly provided in this Agreement. If an Order Form specifies a monthly minimum Fee, Customer shall pay the greater of: (a) the minimum amount set forth in the Order Form; and (b) Customer's actual usage of the Software.

3.2   Taxes. The Fees payable to Unravel hereunder exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Unravel's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software and/or related services to Customer. Customer will make all payments of the Fees to Unravel free and clear of, and without reduction for, any withholding taxes such that after making such payments, Unravel receives an amount equal to what it would have received if such deduction, withholding or payment had not been made. Upon request, Customer will provide Unravel with official receipts issued by the appropriate taxing authority, or such other evidence as Unravel may reasonably request, to establish that such taxes have been paid.

3.3   Invoice Disputes; Late Fees. Any invoice disputes must be initiated by Customer in good faith, in writing, within the specified payment period of the applicable invoice; otherwise, Customer will be deemed to have waived any dispute regarding the applicable invoice. If Customer initiates a dispute with regard to a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Unravel and Customer agree to use good faith efforts to address and resolve any properly initiated dispute within thirty (30) days following Customer's notice to Unravel regarding such dispute. With regard to any undisputed invoiced amount that is not paid when due, Unravel reserves the right to charge, and Customer agrees to pay, a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid, plus any attorney's fees and collection costs. If it is determined that Unravel properly charged the amount disputed by Customer, the late fee will be assessed and paid on the disputed amount.

4.   WARRANTIES.

4.1   Performance. Unravel warrants that the Software, when used as permitted under this Agreement and in accordance with the Documentation (including use on a computer hardware and operating system platform supported by Unravel), will operate substantially as described in the Documentation. This warranty will not apply if Customer modifies the Software or uses the Software in any way that is not expressly permitted by this Agreement or the Documentation. Unravel does not warrant that the Customer's use of the Software will be error-free or uninterrupted. Unravel will, at its own expense and as its sole obligation and as Customer's exclusive remedy for any breach of this warranty: (a) use commercially reasonable efforts to correct any failure of the Software by providing Support Services; or (b) if Unravel reasonably determines that it is unable to correct the breach and the applicable Order Form provides for upfront payment of an annual Fee, refund to Customer a prorated portion of such annual Fee actually paid by Customer during the then-current Subscription Term, in which case this Agreement and Customer's right to use the Software will be terminated.

4.2   Viruses. The term "**Virus**" means any computer code intentionally designed to: (a) disrupt, disable, harm, or otherwise impede in any manner the proper operation of a computer program or computer system; or (b) damage or destroy any data files residing on a computer system without the user's consent. Unravel shall, utilizing industry-standard and updated scanning tools designed to identify and remove known Viruses, routinely scan its systems and, with respect to any Software delivered to Customer, scan such Software prior to delivery to Customer, and shall remove any such Viruses identified by such tools.

4.3   Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 4 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, SAAS SERVICES, SUPPORT OR SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE, EACH OF WHICH IS HEREBY DISCLAIMED BY UNRAVEL AND ITS SUPPLIERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 4, THE SOFTWARE IS PROVIDED "AS IS". CUSTOMER ACKNOWLEDGES AND AGREES THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT IT GETS FROM UNRAVEL OR ANYONE ELSE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5.   INDEMNIFICATION. Unravel will indemnify, defend and hold harmless Customer and its shareholders, officers, directors, employees, Affiliates and agents (each an "**Indemnified Party**") from and against any and all damages, liabilities, costs, expenses,

and losses (including, without limitation, reasonable legal fees) ("**Losses**") incurred by such Indemnified Party arising out of any third party claim, suit, action or proceeding to the extent that such Losses arise from any allegation that the Software directly infringes any U.S. patents or copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secrets Act (an "**Infringement Claim**"). The foregoing obligations are conditioned on Customer: (a) notifying Unravel promptly in writing of such action; (b) giving Unravel sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Unravel and, at Unravel's request and expense, assisting in such defense. If the Software becomes, or in Unravel's opinion is likely to become, the subject of an Infringement Claim, Unravel may, at its option and expense, either: (i) procure for Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) if options (i) and (ii) are not commercially practicable in Unravel's reasonable opinion and the applicable Order Form provides for upfront payment of an annual Fee, terminate the applicable Order Form, accept return of the Software and give Customer a prorated refund of such annual Fee paid by Customer for the then-current Subscription Term. Upon payment of the applicable refund, if any, the affected license(s) will terminate. Notwithstanding the foregoing, Unravel will have no obligation under this Section 5 or otherwise with respect to any Infringement Claim to the extent it is based on: (A) any use of the Software not in accordance with this Agreement and the Documentation; (B) any use of the Software in combination with other products, equipment, software, systems, devices or data not supplied by Unravel or specified in the Documentation, unless the Infringement Claim would have arisen irrespective of such combination; (C) any use of any release of the Software other than the most current release made available to Customer; (D) Customer's failure to stop using the Software after termination in accordance with this Section 5; or (E) any modification of the Software by any person other than Unravel's personnel. THIS SECTION 5 STATES UNRAVEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS.

6.   LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING FOR ANY LOSS OF DATA, PROFITS, REVENUE OR GOODWILL, INTERRUPTION OF BUSINESS OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES) ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2.1 OR A PARTY'S BREACH OF SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO UNRAVEL HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM, UNDER THE ORDER FORM GIVING RISE TO SUCH LIABILITY. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. IN ADDITION, UNRAVEL DISCLAIMS ALL LIABILITY OF ANY KIND OF UNRAVEL'S SUPPLIERS.

7.   TERM AND TERMINATION.
7.1   Term. The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided in Sections 7.2, will continue in effect for so long as there is an Order Form outstanding. Each Order Form (including Customer's obligation to pay the applicable Fees) that Customer uses to order Software will automatically renew for additional successive Subscription Terms of equivalent length, unless one party provides written notice to the other at least thirty (30) days prior to the expiration of the then-current Subscription Term that it wishes to terminate such Order Form at the end of the then-current Subscription Term. Unravel reserves the right to modify the Fees upon sixty (60) days' written notice prior to the renewal of the applicable Subscription Term.
7.2   Termination for Cause. Either party may terminate this Agreement (in whole or in part (i.e., as to any specific Order Form(s)) effective immediately upon written notice to the other party: (a) if the other party materially breaches any part of this Agreement or an Order Form and fails to cure the breach within thirty (30) days of receiving written notice of it from the non-breaching party; (b) upon the occurrence of any one of the following events: (i) any voluntary or involuntary filing in bankruptcy, reorganization or receivership or under similar laws for the protection of creditors, by or directed against the other party, which is not withdrawn within thirty (30) days of such filing; (ii) any assignment by the other party for the benefit of creditors; or (iii) any liquidation or dissolution of the other party or if the other party ceases to do business in the normal course. In addition, Unravel may terminate this Agreement (in whole or in part (i.e., as to any specific Order Form(s)) if: (A) Customer breaches any provision in Section 2.1; or (B) Customer fails to pay any portion of the Fees when due. Termination of a single Order Form will not affect the other Order Forms not otherwise terminated.
7.3   Effects of Termination. Upon termination or expiration of this Agreement (or an Order Form) for any reason, any amounts owed to Unravel under this Agreement (or the applicable Order Form(s)) before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement (or such Order Form(s)) will immediately terminate, and Customer shall promptly discontinue all use of the Software, including the use of any Output, licensed under the affected Order Form(s), erase all applicable copies of the Software from Customer's computers, return to Unravel or destroy all copies of the Software and Documentation on tangible media in Customer's possession or control, and certify in writing to Unravel that it has fully complied with these requirements. Upon receipt of a written request from Unravel, Customer shall provide to Unravel a written certification upon which Unravel may rely, certifying that Customer has complied with all termination obligations set forth

herein, including with respect to the Software and Output. Such certification shall be executed by an individual authorized to bind Customer. Sections that by their nature, or to give effect to their meaning, must survive expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

8. **CONFIDENTIALITY.** To the extent a party ("**Discloser**") discloses to the other party ("**Recipient**") information in connection with this Agreement, whether disclosed prior to, on, or after the Effective Date, and which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information (collectively "**Confidential Information**"), the Recipient will protect such Confidential Information from unauthorized use, access or disclosure in the same manner as Recipient protects its own Confidential Information, but with no less than a reasonable standard of care. Except as otherwise expressly permitted pursuant to this Agreement, the Recipient may use the Discloser's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information: (a) solely to Recipient's employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by written or otherwise enforceable terms of confidentiality no less restrictive than those contained herein and intended to prevent the misuse of such Confidential Information (and for whom Recipient shall be responsible hereunder); or (b) as necessary to comply with any applicable law or regulation. The provisions of this Section 8 shall control over any non-disclosure agreement by and between the parties entered into prior to the Effective Date and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. The foregoing shall not apply to information that: (i) is publicly known at the time of disclosure or subsequently becomes publicly known other than through a breach of this Section 8; (ii) is lawfully received by Recipient from a third party not subject to confidentiality terms with the Discloser with respect to such information; or (iii) was independently developed by the Recipient without reference to the Discloser's Confidential Information, as established by the written records of Recipient. In the event Discloser's Confidential Information is required to be disclosed by Recipient under a legal requirement, Recipient shall: (A) give the Discloser reasonable written notice prior to disclosure pursuant to such requirement (unless prohibited by such requirement); (B) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and allow the Discloser to participate in the proceeding; and (C) comply with any applicable protective order or equivalent. Customer acknowledges and agrees that the pricing terms in any Order Form, as well as the Software and Documentation, shall be deemed Unravel's Confidential Information. Upon the termination or expiration of this Agreement, Recipient shall, at Discloser's option and request, promptly destroy or return all Confidential Information, including all copies thereof in whatever medium, in its possession or control, provided that Recipient may retain: (I) any copies of such materials required to be retained to comply with applicable laws or regulatory requirements; and (II) any copies of such materials contained in computer files maintained pursuant to the receiving party's customary archiving or back-up procedures. Recipient acknowledges that disclosure of any Confidential Information by it will give rise to irreparable injury to Discloser, not adequately compensated by damages. Accordingly, Discloser will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of this Section 8, in addition to any other legal remedies which may be available.

9. **DATA AND SECURITY PRACTICES.** Unravel is not involved in the collection, processing or retention of any personally identifiable information from Customer, except for contact information or other personally identifiable information that is provided by Customer's personnel to Unravel in connection with: (a) obtaining Support; (b) creating an account with Unravel and/or (c) invoicing, and Customer identifiers of individuals that have instructed Customer systems and/or executed Customer applications examined by the Software (the "**Limited PII**"). Limited PII will be handled by Unravel in accordance with Unravel's Privacy Policy in effect at the time that the Limited PII is provided to Unravel, the current version of which is located at https://www.unraveldata.com/privacy-policy/. Unravel will maintain reasonable administrative, technical, and physical safeguards to protect Customer's Confidential Information and Limited PII. Unravel will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer's Confidential Information and Limited PII.

10. **GENERAL.**

10.1   Insurance. At all times during the term of this Agreement, Unravel will maintain the following insurance coverage: (a) Commercial General Liability Insurance with a minimum of $2,000,000 per claim and $4,000,000 in the aggregate; (b) Technology & Cyber Liability Insurance with a minimum of $3,000,000 per claim and in the aggregate; (c) Auto Liability Insurance for hired and non-owned autos with a minimum of $2,000,000 in the aggregate; and (d) workers' compensation insurance as required by state or local law in the states where Unravel has employees. At Customer's request, Unravel will provide evidence to Customer of the foregoing insurance coverage.

10.2   Compliance with Law. Each party shall comply with all international, national, state, regional, and local laws and regulations applicable to it in performing its obligations and exercising its rights hereunder. To the extent applicable, Customer will comply with U.S. Export Administration Regulations as they pertain to the Software and not export, re-export, divert or transfer, directly or indirectly, the Software or any Unravel Confidential Information to any country or national thereof that is embargoed by Executive Order or other applicable law, rule or regulation, unless Customer has obtained the prior written authorization of Unravel, the U.S. Commerce Department and any successor or other governmental agency of competent jurisdiction or authority. In no event will Unravel be responsible for providing, implementing, configuring, or coding the Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) (collectively "**Customer Specific Laws**"). Customer agrees that it will comply with all such Customer Specific Laws and, regardless of anything to the contrary, in no event will Unravel, its Affiliates or related entities be held liable for any claim or action arising from or related to Customer's failure to comply with any Customer Specific Laws.

10.3   Publicity. Customer hereby grants Unravel a limited, non-exclusive, revocable license to utilize Customer's logos, trademarks, and service marks, and Customer's name in Unravel's advertising, publicity, press releases, presentations, and promotions. Customer may revoke the foregoing license at any time, in whole or in part, upon written notice to Unravel.

10.4   Notices. Any notice under or in connection with this Agreement shall be in writing and shall be sent by nationally recognized (in the country of the sending party) overnight courier or certified mail (return receipt requested) to the address of each party as provided in the applicable Order Form or as set forth above (in the case of Unravel, Attention: Legal). Notification via e-mail (with confirmation of receipt) to the address provided in the applicable Order Form (or to Unravel at legal@unraveldata.com) shall be permitted except with respect to: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. All notices shall be deemed to have been sufficiently given upon delivery. Either party may change its notice address by written notice to the other party as described above.

10.5   Assignment. Neither party is allowed to assign or transfer any of its rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, upon notice to the other party but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of the party's equity or assets.

10.6   Governing Law. This Agreement will be governed by California law, without regard to the conflicts of law provisions of any jurisdiction. Any claims arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the state and federal courts in San Francisco County, California, and each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any such court in any such action or proceeding. NEITHER THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS NOR THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT WILL APPLY TO THIS AGREEMENT. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable legal fees, costs and other expenses.

10.7   Remedies. Except as otherwise expressly set forth herein, the parties' rights and remedies hereunder are cumulative.

10.8   Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any provision that cannot be modified or reformed in this way will be deemed deleted, and the remaining provisions of this Agreement will continue in full force and effect.

10.9   Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Customer and Unravel as a result of this agreement or use of the Software.

10.10   Waiver; Amendment. A party's obligations under this Agreement can only be waived in a writing signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing. No modification, change, or amendment of this Agreement will be binding upon the parties unless both parties agree to the change in a writing signed by each party's authorized representative. The parties agree that e-mail correspondence shall not constitute a "writing" for purposes of any such waiver, modification, change or amendment.

10.11   Construction. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. As used herein, the words "shall" and "will" are to be interpreted as imperative and mandatory, and not permissive. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of, the items within such classification.

10.12   Force Majeure. Except with respect to failure to pay any amount due under this Agreement, neither party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including acts of God, government restrictions, wars, insurrections, acts of terrorism (including cyber), third party hacks and intrusions, epidemics or pandemics, infectious diseases and/or any other cause beyond the reasonable control of the party whose performance is affected. The foregoing provisions shall not apply to Customer's obligation to pay any amounts to Unravel when due.

10.13   Entire Agreement. This Agreement, including any and all exhibits and other documents attached hereto or referred to herein (which are incorporated herein by this reference), comprises the entire agreement between Customer and Unravel and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or other exhibit or addendum hereto, such conflict will be resolved in the following order: (a) any Order Form; (b) this Agreement, exclusive of any exhibits or addenda; and (d) any exhibits or addenda. With the exception of an Order Form, any purchase order, written terms or conditions, or other document that Customer sends to Unravel (whether prior to execution of this Agreement or after the date hereof) that contains terms that are different from, in conflict with, or in addition to the terms of this Agreement are hereby rejected by the other party, and will be void and of no effect.