This Unravel Subscription Agreement (this "**Agreement**") is between Customer and Unravel and governs your use of the Software purchased through the Azure Marketplace (the "**Marketplace**").

BY AGREEING TO AN ORDER AND/OR ACCESSING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE EFFECTIVE DATE, AND YOU CONFIRM THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU REPRESENT AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THIS AGREEMENT ON BEHALF OF YOUR ORGINAZATION. CUSTOMER IS RESPONSIBLE FOR READING THE TERMS OF THIS AGREEMENT CAREFULLY.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT ALSO AGREES THAT BY PURCHASING A SUBSCRIPTION FOR THE SOFTWARE, YOU GRANT UNRAVEL PERMISSION TO CONTACT YOU WITH INFORMATION CONCERNING UNRAVEL'S PRODUCTS AND SERVICES AND TO SEND YOU MARKETING COMMUNICATIONS (INCLUDING EMAILS) WITH RESPECT THERETO. YOU MAY UNSUBSCRIBE FROM EMAILS AT ANY TIME BY FOLLOWING THE UNSUBSCRIBE PROCEDURES IN UNRAVEL'S EMAILS. UNRAVEL'S THEN-CURRENT PRIVACY POLICY WILL GOVERN ANY COMMUNICATIONS AND SHARING OF INFORMATION BY THE PARTIES UNDER THIS AGREEMENT.

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.

        1.2   **"Annual Subscription"** means the purchase of a license to use the Software for a set Subscription Term in return for a set Subscription Fee.

        1.3   **"Agreement"** means, collectively, the terms set forth herein, and any exhibits, schedules, and amendments hereto, as well as any SOW or Order agreed to by the parties, each of which are incorporated herein by this reference.

        1.4   **"Authorized User"** means Customer's and Customer's Affiliates' employees, representatives, consultants or contractors who are authorized by Customer to use the Software on Customer's behalf (and solely in connection with their performance of services for Customer).

        1.5   **"Customer," "you"** or **"your"** means the organization or individual that agrees to an Order.

        1.6   **"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.

        1.7   **"Effective Date"** means the earlier of (i) the date that Customer accepts an Order or (ii) the date on which Customer first accesses or uses the Software, Support or Services.

        1.8   **"Hourly Subscription"** means the purchase of a license to use the Software based on a metered hourly fee.

        1.9   **"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.

        1.10   **"Order"** means the public offer or private offer accepted by Customer in connection with Customer's purchase of a Software subscription plus any additional ordering document used for a Customer's purchase of the Software via the Marketplace.

        1.11   "**Services**" means installation, implementation, training or other professional services (excluding Support) not included in the Subscription Fee and provided by Unravel to Customer under an SOW.

        1.12   **"Software"** means the object-code version(s) of the Unravel for Azure Databricks proprietary software program, including all Documentation, as well as any Updates to the Software that Unravel provides to Customer or that Customer may access under this Agreement.

        1.13   "**SOW**" means a mutually executed statement of work detailing Services to be performed by Unravel, the fees associated therewith, and any other transaction-specific terms and conditions. Any and all mutually executed SOW(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. Customer agrees that each SOW will be signed by a representative having the authority to bind Customer, and that Unravel may presume that such representative has such authority.

        1.14   "**Subscription Fee**" means, collectively, the fees for the Software and Support, as set forth in the applicable Order. The Subscription Fee may be a set annual fee or may be a metered fee based on hourly usage.

1.15 "**Subscription Term**" means (i) with respect to Hourly Subscriptions, the period of time during which Customer continues to pay for and/or use the Software and (ii) with respect to Annual Subscriptions, the applicable subscription period set forth in the Order (or if no such subscription period is specified in the Order, the Subscription Term will be one (1) year from the effective date of the Order).

1.16 "**Support**" means support services being purchased from Unravel in connection with Customer's license of the Software. Support shall not be deemed "Services" for purposes of this Agreement.

1.17 "**Unravel,**" "**us**" or "**we**" means Unravel Data Systems, Inc., a Delaware corporation, with its principal place of business at 3000 El Camino Real, Building 2, Suite 120, Palo Alto, CA 94306.

1.18 "**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 AND SERVICES.**

2.1 **License Grant.** Subject to the terms and conditions of this Agreement, Unravel grants to Customer, Customer's Affiliates, and its and their Authorized Users, a non-exclusive, non-transferable (except as permitted under Section 15.2), 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. The foregoing license grant is conditioned on Customer, its Affiliates and its and their Authorized Users (i) not exceeding the number of nodes indicated in the Order and (ii) using the Software in accordance with the Documentation.

2.2 **Open Source**. 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://unraveldata.com/wp-content/uploads/2019/03/Unravel_legal_data_systems_V4-5-0.pdf. Customer agrees that it is responsible for complying with the terms of all applicable open source licenses in its use of the Software and the OSS Components.

2.3 **Performance Data.** Customer acknowledges that the Software transmits certain data to Unravel via the Internet regarding the usage and performance of the Software (the "**Performance Data**"). Customer may turn off the functionality of the Software that transmits such Performance Data back to Unravel, but Unravel may require Customer to turn such functionality back on in order for Unravel to assist Customer with a request for Support. Customer hereby gives Unravel permission to use any Performance Data received by Unravel to (i) assist Unravel in providing Support to Customer, (ii) to ensure that Customer is complying with the parameters of the license(s) Customer has purchased under the applicable Order and (iii) for internal purposes to improve Unravel's products and services.

2.4 **Reporting.** If Customer has purchased an Hourly Subscription, then Customer will submit a report each calendar month via email to azuremarketplacehelp@unraveldata.com, which report will state (i) the maximum nodes Customer is running the Software on in both static mode as well as peak loads at any point during the calendar month and (ii) the aggregate number of hours during such calendar month that Customer was running the Software (the "**Monthly Reports**"). Such Monthly Reports shall be delivered to Unravel within ten (10) days of the end of each calendar month.

2.5 **Audits**. Unravel may, upon thirty (30) days' advance written notice, itself or using a third-party auditor mutually agreed on by Unravel and Customer (such agreement not to be unreasonably withheld), inspect such portion of Customer's computer systems as is reasonably necessary to (i) if Customer has purchased an Hourly Subscription, verify the accuracy of the Monthly Reports, or (ii) if Customer has purchased an Annual Subscription, verify that Customer has not exceed the number of nodes for such Annual Subscription (an "**Audit**"). Audits will be conducted remotely and Customer will cooperate in good faith to provide view-only access as is reasonably required for purposes of the Audit. An Audit may not be conducted more than once every twelve (12) months during the term of this Agreement, except upon good cause, and may not be conducted more than three (3) months after the termination or expiration of this Agreement. Any such Audit will be conducted during Customer's normal business hours and in a manner that does not interfere with Customer's normal business operations. If an Audit shows that any Monthly Reports are not accurate or Customer has exceeded the allowable nodes under its Annual Subscription, as applicable, and as a result, Customer has not fully paid for its usage of the Software, then Customer shall pay for such additional usage at the rate set forth in the applicable Order upon charge by Microsoft.

2.6 **No "Sale" of Software.** Customer acknowledges and agrees that Unravel never sells but 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.

2.7 **Ownership; Proprietary Rights Notices.** The Software, Documentation, 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 in and to the Software, Documentation, Performance Data 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.

2.8 **Feedback**. During the term of this Agreement, Customer may provide Unravel with feedback concerning the Software, Support and/or Services, or Customer may provide Unravel with other comments and suggestions for new products, features, or improvements (collectively, "**Feedback**"). Customer acknowledges that Unravel will own all right, title, and interest in and to the Feedback, and Customer

hereby irrevocably transfers and assigns to Unravel all of its right, title and interest in such Feedback, including all Intellectual Property Rights therein. At Unravel's request and expense, Customer agrees to execute documents or take such further actions as Unravel may reasonably request to help Unravel acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Unravel shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Unravel with any Feedback under this Agreement.

2.9 **Services.** Unravel and Customer may agree in an SOW upon Services to be performed by Unravel. The manner and means used by Unravel to perform such Services are subject to Unravel's sole discretion. Customer agrees to provide Unravel with any required Customer materials needed for Unravel to perform the Services, and hereby grants Unravel a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Unravel to perform the Services. Unravel will use commercially reasonable efforts to meet any schedules set forth in the SOW, and Customer agrees to cooperate in good faith to allow Unravel to achieve completion of such Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Unravel's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Unravel retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Services (collectively, "**Deliverables**"), unless otherwise specified in the applicable SOW. Unravel hereby grants to Customer, Customer's Affiliates, and its and their Authorized Users, a non-exclusive, non-transferable (except as permitted under Section 15.2), worldwide, royalty-free, limited-term license to use the Deliverables during the Subscription Term solely in conjunction with Customer's use of the Software. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Unravel's prior written consent in each case.

2.10 **Support**. 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. **LICENSE RESTRICTIONS.**

3.1 **Restrictions on Use.** 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 Authorized Users) to: (i) modify, adapt, alter, translate, or create derivative works from the Software; (ii) sublicense, lease, rent, loan, or otherwise transfer (except in connection with a permitted assignment of Customer's rights permitted under Section 15.2) the Software to any third party (other than Customer's Affiliates and its and their Authorized Users, as permitted under Sections 3.2 and 3.3, respectively), (iii) use the Software in any service bureau or time-sharing arrangement, (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, in whole or in part; (v) hack or modify any license key, or try to avoid or change any license registration process Unravel may implement; or (vi) otherwise use or copy the Software except as expressly allowed under Section 2.

3.2 **Terms Applicable to Affiliates.** Customer may order Software subscriptions for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Unravel. Customer will be responsible for all obligations under this Agreement, for its Affiliates' acts and omissions and for their compliance with this Agreement.

3.3 **Terms Applicable to Authorized Users.** Customer represents and warrants that each Authorized User is an authorized Customer agent that is using the Software on Customer's behalf. Customer will be responsible for all obligations under this Agreement, for its Authorized Users' acts and omissions and for their compliance with this Agreement.

4. **DELIVERY, INSTALLATION, AND ACCEPTANCE.**

4.1 **Delivery.** Unravel will make the Software available to Customer for download within a reasonable period after the parties have entered into an Order. The Software will be delivered electronically, unless otherwise set forth on the applicable Order.

4.2 **Installation.** Customer is responsible for installing the Software unless Unravel has agreed in an SOW to provide installation services to Customer. If Unravel will provide installation services under an SOW, Customer will provide Unravel's personnel with adequate access to Customer's facilities and applicable computer systems and will make its own appropriate personnel available to assist with the installation. Unravel will comply with Customer's written physical safety rules and policies while on Customer's premises, provided, however, that Customer makes such rules and policies available to Unravel for review prior to execution of the applicable SOW.

4.3 **Hardware and Third Party Software.** Customer agrees that Customer is responsible for procuring and making available the computer hardware and third-party software configuration appropriate for use of the Software. Customer will be responsible for procuring maintenance for the Customer-side hardware and software throughout the Subscription Term. For the avoidance of doubt, Unravel will not be responsible for any issues arising out of or relating to any hardware or third-party software. Without limiting the generality of the foregoing, Unravel will specify the minimum approved hardware and third-party software configuration required in order to operate the Software. Unravel uses commercially reasonable efforts to ensure that such specifications remain current. However, Customer acknowledges that as current technology changes and becomes obsolete, Unravel may be required to update specifications accordingly and Unravel is therefore unable to guarantee compatibility with current hardware or third-party software specifications for more than one (1) year after the hardware or software has been specified.

4.4 **Acceptance.** The Software will be deemed irrevocably accepted upon delivery.

4.5   Updates. Unravel will notify Customer when Updates become available. Customer is responsible for installing all available Updates.

5.   FEES AND PAYMENT. Customer's pricing and payment terms are set forth in and governed by the Microsoft Services Agreement and the applicable Order. All prices and fees exclude any 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 any fees and the delivery or license of the Software and/or related Services to Customer. No refunds or credits will be provided under this Agreement except as expressly provided herein.

6.   WARRANTIES.

6.1   Performance. Unravel warrants that the Software, when used as permitted under this Agreement and in accordance with the instructions in 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, (i) use commercially reasonable efforts to correct any failure of the Software to operate substantially as described in the Documentation or, (ii) if Unravel reasonably determines that it is unable to correct the breach, Unravel may terminate the applicable Order (in which case Customer's right to use the Software will be terminated) and, if the applicable Order provides for an Annual Subscription, Unravel will credit to Customer a prorated portion of the Subscription Fee actually paid by Customer during the then-current Subscription Term.

6.2   Viruses. The term "**Virus**" means any computer code intentionally designed to (i) disrupt, disable, harm, or otherwise impede in any manner the proper operation of a computer program or computer system or (ii) damage or destroy any data files residing on a computer system without the user's consent. If Customer is able to demonstrate that the Software, at the time it was made available to Customer by Unravel for download, contained a Virus that was introduced into Customer's computing environment, Unravel's sole obligation and Customer's exclusive remedy will be for Unravel to (a) deliver a new copy or copies of the Software free of the identified Virus, at no charge to Customer, or (b) if Unravel reasonably determines that it is unable to deliver such new copy or copies of the Software, Unravel may terminate the applicable Order (in which case Customer's right to use the Software will be terminated) and, if such applicable Order provides for an Annual Subscription, Unravel will credit to Customer a prorated portion of the Subscription Fee actually paid by Customer during the then-current Subscription Term.

6.3   Services. Unravel warrants that any Services that it performs under this Agreement will be performed in a good and workmanlike manner, by appropriately qualified personnel. Customer must let Unravel know about a problem within thirty (30) days of the date the applicable Services were performed in order to make a claim under the foregoing warranty. Unravel's only obligation, and Customer's only remedy, for any breach of this limited warranty will be, at Unravels expense, to (i) re-perform the non-compliant Services, or (ii) if the non-compliant Services cannot be reperformed by Unravel using commercially reasonable efforts, Unravel may terminate the applicable SOW and provide a credit to Customer of any fees that Customer has already paid to Unravel for the non-compliant Services.

6.4   Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, SUPPORT OR SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT, 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 6, 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.

7.   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 claim, suit, action or proceeding by a third party 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 (i) notifying Unravel promptly in writing of such action, (ii) giving Unravel sole control of the defense thereof and any related settlement negotiations, and (iii) 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 (a) procure for Customer the right to continue using the Software, (b) replace or modify the Software so that it becomes non-infringing, or (c) if options (a) and (b) are not commercially practicable in Unravel's reasonable estimation, Unravel may terminate the applicable Order, accept return of the Software, and if the applicable Order provides for an Annual Subscription, Unravel will give Customer a prorated credit of the Subscription Fee paid by Customer for the then-current Subscription Term. Notwithstanding the foregoing, Unravel will have no obligation under this Section 7 or otherwise with respect to any Infringement Claim to the extent it is based on: (i) any use of the Software not in accordance with this Agreement and the Documentation, (ii) 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, (iii) any use of any release of the Software other than the most current release made available to Customer, (iv) Customer's failure to stop using the Software after receiving written notice to do so from Unravel in order to avoid further infringement or misappropriation, (v) the OSS Components, or (iv) any modification of the Software by any person other than Unravel's personnel. **THIS SECTION 7 STATES UNRAVEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS.**

8. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3, 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 3 OR A PARTY'S BREACH OF SECTION 10, 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 BY CUSTOMER TO UNRAVEL IN THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. IN ADDITION, UNRAVEL DISCLAIMS ALL LIABILITY OF ANY KIND OF UNRAVEL'S SUPPLIERS.

9. TERM AND TERMINATION.

9.1   Term. The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided in Sections 9.2 or 9.3, will continue in effect for so long as there is an Order or SOW outstanding. Each Order (including Customer's obligation to pay the applicable Subscription Fee) that Customer uses to order an Annual Subscription will automatically renew for additional successive annual 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 the applicable Order at the end of the then-current Subscription Term. Each Order (including Customer's obligation to pay the applicable Subscription Fee) that Customer uses to order an Hourly Subscription will automatically renew on a monthly basis until otherwise terminated under this Section 9. SOWs will not automatically renew. Unravel reserves the right to modify the Subscription Fee at any time upon sixty (60) days' prior written notice to Customer, provided that the modified Subscription Fee will not apply until the next Subscription Term.

9.2   Termination for Convenience. Provided that Customer is not otherwise in breach of this Agreement and has paid all amounts owed, Customer may terminate this Agreement (in whole or in part (i.e., as to any specific Order(s) or SOW(s)) at any time, with or without cause, upon thirty (30) days' written notice to Unravel. In the event of such a termination for convenience, Customer will not receive a refund or credit of any fees paid hereunder.

9.3   Termination for Cause. Either party may terminate this Agreement (in whole or in part (i.e., as to any specific Order(s) or SOW(s)) effective immediately upon written notice to the other party (i) if the other party materially breaches any part of this Agreement or an Order or SOW and fails to cure the breach within thirty (30) days of receiving written notice of it from the non-breaching party; (ii) upon the occurrence of any one of the following events: (a) 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, (b) any assignment by the other party for the benefit of creditors, or (c) 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(s) or SOW(s)) if (1) Customer breaches any provision in Section 3 or (2) Customer fails to pay any portion of the Subscription Fee when due. Termination of a single Order or SOW will not affect the other Orders or SOWs not otherwise terminated.

9.4   Effects of Termination. Upon termination or expiration of this Agreement (or an Order or SOW) for any reason, any amounts owed under this Agreement (or the applicable Order(s) or SOW(s)) before such termination or expiration will be immediately due and payable (for Hourly Subscriptions, Customer must immediately pay for unpaid usage as of the termination date), all licensed rights granted in this Agreement (or such Order(s)) will immediately cease to exist, and Customer must promptly discontinue all use of the Software licensed under the affected Order(s), erase all applicable copies of the Software from Customer's computers, and 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.

9.5   Survival. Sections 1, 2.3, 2.4, 2.5, 2.7, 2.8, 5, 6.4, 7, 8, 9.4, 9.5, 10, 13 and 15 will survive expiration or termination of this Agreement for any reason.

10. CONFIDENTIALITY.

10.1   Definition of Confidential Information. For purposes of this Agreement, "**Confidential Information**" means any business or technical information that either party discloses to the other, in writing, orally, or by any other means, that is designated, or that is reasonably expected under the circumstances to be, confidential or proprietary, including things like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions, schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. For the sake of clarity, the source code of the Software will be deemed to be Unravel's Confidential Information, regardless of whether it is marked as such.

10.2   Restrictions on Use and Disclosure. Neither party will use the other party's Confidential Information, except as necessary to carry out its obligations under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors with a need to know such information and who are parties to appropriate agreements, or otherwise bound by confidentiality obligations, sufficient to comply with this Section 10 (collectively, "**Representatives**"). Each party will be responsible for all acts and omissions of its Representatives. The

foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice and assistance to the other party to enable it to contest such order or requirement or seek confidential treatment for such disclosure.

10.3   Exclusions. The restrictions set forth in Section 10.2 will not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a right to disclose it; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (iv) the receiving party independently develops without access to or use of the other party's Confidential Information.

10.4   Return of Confidential Information. Upon the termination or expiration of this Agreement, the receiving party shall, at the disclosing party'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 the receiving party 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.

10.5   Injunctive Relief. The receiving party acknowledges that disclosure of any Confidential Information by it will give rise to irreparable injury to the disclosing party, not adequately compensated by damages. Accordingly, the disclosing party will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section 10, in addition to any other legal remedies which may be available.

11. INSURANCE. At all times during the term of this Agreement, Unravel will maintain the following insurance coverage: (i) Commercial General Liability Insurance with a minimum of $2,000,000 per claim and $4,000,000 in the aggregate; (ii) Technology & Cyber Liability Insurance with a minimum of $3,000,000 per claim and in the aggregate; (iii) Auto Liability Insurance for hired and non-owned autos with a minimum of $2,000,000 in the aggregate; and (iv) 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.

12. EXPORT COMPLIANCE. Customer understands that the Software is subject to United States export controls administered by the U.S. Department of Commerce and the United States Department of Treasury Office of Foreign Assets Control. Customer acknowledges and agrees that the Software shall not be used, transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List, or the U.S. Department of State's Nonproliferation Sanctions list (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining United States government export licenses to export or re-export as may be required. Customer will defend, indemnify, and hold harmless Unravel and its suppliers from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors or employees.

13. PUBLICITY. Unravel will not issue, publish, disclose or release any information regarding its relationship with Customer or utilize any of Customer's logos, trademarks, or service marks, or Customer's name in any advertising, publicity, press release, presentation, or promotion without the express prior written consent of Customer, except that Unravel may list Customer as a customer in written, oral and electronic materials which generally include the names of Unravel's customers without obtaining prior written consent.

14. 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 (i) obtaining Support or Services, (ii) creating an account with Unravel or (iii) invoicing (the "**Limited PII**"). Unravel will maintain reasonable administrative, technical, and physical safeguards to protect Customer's Confidential Information, the Limited PII and any Performance Data. 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, the Limited PII and Performance Data.

15. GENERAL.

15.1   Notices. Notices will be sent by first-class mail, overnight courier, or prepaid post, sent to the address set forth above, to the other party's respective CEO and will be deemed given three (3) business days after mailing or upon confirmed delivery or confirmed receipt.

15.2   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.

15.3   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.

15.4   Remedies. Except as provided in Sections 6 ("Warranties") and 7 ("Indemnification"), the parties' rights and remedies hereunder are cumulative. Customer acknowledges that the Software contains Unravel's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to Unravel for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy.

15.5   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.

15.6   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.

15.7   U.S. Government End Users. Unravel does not develop any technical data or computer software pursuant to this Agreement. The Software and Documentation are "commercial items" as that term is defined at FAR 2.101. If Customer or an Authorized User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Unravel provides the Software and Documentation, including any related software, technology, technical data, and/or professional services in accordance with this Section 15.7. If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, except under any GSA schedule contract, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section 15.7, it must negotiate with Unravel to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective.   This U.S. Government Rights clause in this Section 15.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

15.8   Government Procurement Rules. By accepting this Agreement, Customer represents and warrants that: (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

15.9   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.

15.10   Construction. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. As used in this Agreement, the word "including" means "including but not limited to."

15.11   Force Majeure. Each party's obligations will be suspended to the extent and for the period of time that such party is hindered or prevented from complying therewith because of labor disturbances (including strikes and lockouts), acts of God, fires, storms, water, unreasonable delays in transportation, governmental action or any other cause reasonably beyond such party's control. The party who has been so affected will promptly give notice to the other party and will use commercially reasonable efforts to resume performance as soon as possible. The foregoing provisions shall not apply to Customer's obligation to pay any amounts under this Agreement when due.

15.12   Compliance with Laws. Each party will comply with all federal, state, and local laws applicable to the Software, Support and Services and their use, this Agreement, and the conduct of its business. 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.

15.13   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 SOW, any Order, or other exhibit hereto, such conflict will be resolved in the following order: (i) any SOW; (ii) any Order; (iii) this Agreement, exclusive of any exhibits; and (iv) any exhibits. With the exception of an

Order or SOW, 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 Unravel, and will be void and of no effect.