

Previous Version

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**” or “**MSA**”) is between Exa Labs Inc. (“**Exa**”) and Customer. It takes effect on the Effective Date set out on the Order Form executed (the “**Effective Date**”) and governs Customer’s access to and use of the Services. Each of Exa and Customer is a “**Party**” and collectively, the “**Parties**.”

1. **DEFINITIONS.** Capitalized terms used in this Agreement have the meanings set out where they first appear or in this Section 1.
- 1.1 **Authorized Personnel** means Customer’s employees and contractors authorized by Customer to access, administer, manage, integrate with Customer Products and use the Services or Documentation on Customer’s behalf.
- 1.2 **Authorized Users** means Authorized Personnel and Customer End Users.
- 1.3 **Customer Data** means Input and Output together.
- 1.4 **Customer End Users** means Customer’s own customers, or other end users who access or use the functionality of the Services through a Customer Product.
- 1.5 **Customer Product** means any product, platform, service, or application operated by or on behalf of Customer that Customer integrates with the Services.
- 1.6 **Documentation** means the informational and instructional materials Exa makes available about the Services, as updated from time to time.
- 1.7 **Fees** has the meaning given in Section 7.1.
- 1.8 **Input** means data submitted by or on behalf of Authorized Users to the Services for processing.
- 1.9 **Order Form** means an order form executed by the Parties for Services under this Agreement, including any attached exhibits.
- 1.10 **Output** means the results generated and returned by the Services in response to Input.
- 1.11 **Personal Data** means any information that identifies, or could reasonably be used to identify, an individual, that Exa Processes on Customer’s behalf in providing the Services.
- 1.12 **Privacy Laws** means laws relating to data protection, data privacy, or the Processing of Personal Data, as applicable to a Party.
- 1.13 **Process(ing)** has the meaning given in applicable Privacy Laws.
- 1.14 **Prohibited Territories** means countries and regions subject to U.S. economic or trade sanctions, including those administered by the U.S. Office of Foreign Assets Control or the U.S. Department of State, currently including Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People’s Republic, and so-called Luhansk People’s Republic regions of Ukraine.

- 1.15 Services** means Exa's software-as-a-service search and indexing platform, including the related APIs, software development kits, user interfaces, and Updates, as further described in the applicable Order Form and the Documentation.
- 1.16 SOW** has the meaning given in Section 2.5.
- 1.17 Subscription** means Customer's subscription to the Services as set out on an Order Form.
- 1.18 Taxes** means all national, state, local, and foreign sales, use, value-added, goods and services, consumption, excise, withholding, digital services, and similar taxes, duties, levies, assessments, and governmental charges imposed in connection with the Services, Professional Services, or Fees, other than taxes based on Exa's net income.
- 1.19 Updates** means new versions, releases, or modifications of the Services that Exa makes available to customers.
- 1.20 User Standards** means modifications to the default functionality of the Services that Customer requests and Exa permits or enables, as set out in an Order Form.
- 1.21 Withholding Taxes** means any Taxes that Customer is required by applicable law to withhold or deduct from any payment to Exa.
- 1.22 ZDR Service** means a Service identified in an Order Form as a zero data retention service.

2. THE SERVICES

- 2.1 Access and Use License.** Subject to Customer's compliance with this Agreement (including timely payment of all Fees), during the term of an Order Form, Exa grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services and Documentation, solely
- (a) to permit Authorized Personnel to access and use the Services and Documentation on Customer's behalf to integrate, administer, test, and operate Customer's use of the Services with Customer Products; and
 - (b) to enable Customer End Users to access and use the Services through Customer Products.
- 2.2 Order Forms.** The Parties may enter into one or more Order Forms by mutual written agreement. Each Order Form is incorporated into this Agreement.
- 2.3 Documentation and Updates.** Exa may update the Documentation and release Updates to the Services from time to time at its discretion. The Documentation governs the manner in which the Services operate unless the Parties expressly agrees in writing to a User Standard in an Order Form.
- 2.4 Support.** During the term of an Order Form, Exa will provide Customer with reasonable technical assistance for the API integration of the Services with the Customer Products. Any service-level commitments are set out in the applicable exhibit to the Order Form.

- 2.5 Professional Services.** The Parties may agree for Exa to provide implementation, integration, or other professional services (“**Professional Services**”) under one or more mutually executed Statements of Work as part of an Order Form (each, an “**SOW**”).
- 2.6 Ownership of Services.** Exa retains all right, title, and interest, including all intellectual property and proprietary rights, in and to the Services, Documentation, APIs, software development kits, models, algorithms, indexes, data structures, systems, architecture, technology, know-how, and any improvements or derivative works of any of the foregoing. Except for the limited rights expressly granted in this Agreement, Customer receives no right, title, or interest in or to any Exa technology, and no rights are granted by implication, exhaustion, estoppel, or otherwise. Customer acknowledges that the Services and Documentation may include or reflect Exa Confidential Information and are protected by intellectual property and other laws.

3. CUSTOMER RESPONSIBILITIES

- 3.1 Authorized Users.** Customer is responsible for the acts and omissions of its Authorized Users in connection with the Services as if they were Customer’s own.
- 3.2 Account Security.** Customer may not share API access credentials for the Services with any third party other than Authorized Personnel without Exa’s prior written consent. Customer is responsible for any third party’s use of credentials issued under Customer’s account. Exa may audit credential usage and may disable, or require Customer to disable, credentials used by individuals who are not Authorized Personnel.
- 3.3 Flow-Down to Customer End Users.** Customer’s agreements with, or policies governing, Customer End Users of any Customer Product must (a) contain provisions protecting Exa’s rights to at least the same extent as this Agreement; (b) not purport to grant any greater rights with respect to the Services than this Agreement grants to Customer; and (c) pass through the use restrictions in Section 3.4.
- 3.4 Acceptable Use Restrictions.** Customer must use the Services only as authorized under this Agreement and not for any unlawful purpose. Customer may not, and may not authorize, permit, enable, or assist any Authorized User or third party to:
- (a) make the Services available to any Authorized User located in a Prohibited Territory.
 - (b) reverse engineer, decompile, disassemble, translate, or attempt to discover the source code, models, structure, algorithms, or underlying components of the Services, or engage in model-extraction or model-stealing attacks;
 - (c) use the Services to develop, maintain, or distribute any competitive products or services;
 - (d) circumvent, disable, or interfere with security or password-related features of the Services, or attempt to do so;
 - (e) resell, modify, copy, or create derivative works based on the Services;
 - (f) introduce viruses, worms, trojan horses, or other harmful code into the Services;

- (g) interfere with or disrupt the integrity or performance of the Services;
- (h) attempt to gain unauthorized access to the Services or related systems or networks;
- (i) knowingly input material into the Services that infringes the intellectual property, privacy, or other rights of any third party;
- (j) permit the Services to be accessed by anyone other than Authorized Users in accordance with this Agreement;
- (k) make available to any third party any benchmarking or operational analysis of the Services; or
- (l) use the Services in a manner that materially deviates from the Documentation, except as expressly permitted by an agreed User Standard.

3.5 Government Investigations. Customer must promptly notify Exa if Customer becomes aware of any investigation, inquiry, proceeding, claim, or action by a governmental authority that relates to the integration of the Services with a Customer Product. Customer must provide Exa with information reasonably requested by Exa in connection with the matter and use good-faith efforts to comply with any reasonable request by Exa related to elements that may affect Exa.

4. CUSTOMER DATA

4.1 Ownership. As between the Parties, Customer owns Customer Data. Customer acknowledges that, due to the nature of machine learning, the Services may generate the same output for others in response to similar inputs, and Customer does not own any such output.

4.2 License to Customer Data. Subject to additional restrictions and terms of Customer's Subscription to ZDR Services as may be set out in an Order Form, Customer grants Exa a non-exclusive, worldwide, royalty-free license during the Term to use Customer Data solely to:

- (a) provide, maintain, secure, and support the Services;
- (b) prevent or address abuse of, or harm caused by, the Services;
- (c) comply with applicable law; and
- (d) improve the Services.

4.3 Customer Warranties on Inputs. Customer is responsible for the content of Inputs. Customer represents and warrants that it owns or has all rights necessary to provide Inputs to Exa under this Agreement and to grant the license in Section 4.2.

4.4 Feedback. If Customer provides Exa with feedback about the Services, Exa may use that feedback without restriction, payment, or attribution.

5. PRIVACY AND SECURITY

- 5.1 Personal Data; DPA.** To the extent Customer Data includes Personal Data, Exa will Process the Personal Data in accordance with the data processing agreement available at exa.ai/dpa (the “**DPA**”) and incorporated into this Agreement by reference. If the DPA conflicts with this MSA with respect to the Processing of Personal Data, the DPA controls. Customer represents and warrants that all Personal Data included in Inputs has been collected and Processed in compliance with applicable Privacy Laws.
- 5.2 Information Security.** Exa will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against loss, theft, or unauthorized access, use, or disclosure (a “**Security Incident**”).
- 5.3 Security Incident Notification.** Following Exa’s confirmation of a Security Incident that affected, or is reasonably likely to have affected, Customer Data, Exa will notify Customer within seventy-two (72) hours of confirmation. Exa will provide Customer with reasonably available information about the Security Incident, including the steps Exa has taken or will take to mitigate it, and will provide further updates as the investigation progresses. This Section 5.3 does not apply to events that did not compromise, and were not reasonably likely to compromise, Customer Data, and Exa may delay notification at the documented written request of law enforcement.

6. CONFIDENTIALITY

- 6.1 Definition.** “**Confidential Information**” means non-public information disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) that is marked or otherwise identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information includes the terms of this Agreement and all Order Forms. Exa Confidential Information includes, without limitation, the non-public aspects of the Services and Documentation, including non-public APIs, algorithms, indexes, ranking systems, crawler technology, technical architecture, security information, product plans, pricing, and non-public technical materials.
- 6.2 Use and Protection.** The Receiving Party must protect the Confidential Information of the Disclosing Party using at least the same care it uses to protect its own confidential information of similar sensitivity, and in no case less than a reasonable degree of care. The Receiving Party may disclose Confidential Information only to its employees, agents, and contractors who (a) need to know the information for purposes of this Agreement and (b) are bound by written confidentiality obligations no less protective than those in this Section 6. The Receiving Party is responsible for any breach of this Section 6 by anyone to whom it discloses Confidential Information. The Receiving Party may use Confidential Information only to perform its obligations or exercise its rights under this Agreement.
- 6.3 Exceptions.** The obligations in this Section 6 do not apply to information that the Receiving Party can demonstrate (a) is or becomes publicly known through no fault of the

Receiving Party; (b) was in the Receiving Party's possession without restriction before receipt from the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without restriction; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

- 6.4 Compelled Disclosure.** The Receiving Party may disclose Confidential Information as required by law, regulation, or judicial or governmental order, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt prior notice and reasonably cooperates with any effort by the Disclosing Party to obtain a protective order or otherwise limit the disclosure.
- 6.5 Unauthorized Disclosure.** If the Receiving Party becomes aware of any unauthorized disclosure or loss of, or inability to account for, the Disclosing Party's Confidential Information, the Receiving Party will promptly, at its own expense, (a) notify the Disclosing Party in writing; (b) take reasonable steps, and any additional steps reasonably requested by the Disclosing Party, to mitigate the unauthorized disclosure, loss, or inability to account; and (c) reasonably cooperate with the Disclosing Party to minimize any resulting harm.
- 6.6 Return or Destruction.** On termination of this Agreement, or at the Disclosing Party's earlier written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information in its possession or control. Either Party may retain one archival copy of Confidential Information solely for evidentiary purposes in the records of its legal counsel and is not required to delete Confidential Information from routine backup media until the backup is overwritten in the ordinary course.
- 6.7 Equitable Relief.** The Parties agree that money damages may not be an adequate remedy for breach of this Section 6 and that the non-breaching Party may seek equitable relief without the requirement of posting a bond or other security, in addition to all other remedies available at law.
- 6.8 Term.** The obligations in this Section 6 apply for five (5) years after the termination or expiration of this Agreement. The obligations with respect to information that constitutes a trade secret continue for so long as that information remains a trade secret under applicable law.

7. FEES, INVOICING AND TAXES

- 7.1 Fees.** Customer will pay Exa the fees set out in each Order Form and any SOW (collectively, "**Fees**"). All Fees are non-refundable except as expressly stated in this Agreement.
- 7.2 Taxes.** Fees do not include Taxes. Customer is responsible for all Taxes other than taxes based on Exa's net income. If Exa is required by applicable law to collect any such Taxes, the tax will be added to the relevant invoice. If Customer is required by applicable law to pay Withholding Taxes on payments to Exa, Customer will increase the payment so that Exa receives the amount it would have received absent the Withholding Taxes, and

Customer will timely remit the withheld or deducted amount to the applicable governmental authority and provide Exa with reasonable evidence of the remittance upon request.

- 7.3 Invoicing and Payment Terms.** Exa will invoice Customer for the Fees for the Subscription set out in the Order Form at least thirty (30) days before due. Exa will invoice Customer at the end of each calendar month for any usage-based or overage Fees accrued in that month. Customer will pay each undisputed invoice within thirty (30) days after receipt. Payments must be made in U.S. dollars by wire transfer to an account designated by Exa in writing.
- 7.4 Late Payments.** Amounts not paid when due bear interest at two-percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, calculated from the due date until paid in full.
- 7.5 Disputed Charges.** Customer must notify Exa in writing of any good-faith dispute about an invoice within thirty (30) days of receipt. Customer must pay all undisputed amounts on the original due date. The Parties will work in good faith to resolve disputes promptly. Charges not disputed within the thirty-day window are deemed accepted.

8. TERM, SUSPENSION & TERMINATION

- 8.1 Term of MSA.** This MSA takes effect on the Effective Date and continues until terminated under this Section 8. Each Order Form has its own term as set out in that Order Form. So long as any Order Form is in effect, this MSA continues to apply to that Order Form.
- 8.2 Termination for Material Breach.** Either Party may terminate this MSA, any Order Form, or any SOW for the other Party's material breach if the breaching Party does not cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.
- 8.3 Suspension.** Exa may suspend Customer's, any Authorized Personnel's, or any Customer End User's access to or use of the Services, in whole or in part, immediately on notice to Customer if Exa reasonably determines that:
- (a) the use of the Services poses a security or operational risk to Exa, the Services, or any third party; or
 - (b) Customer or any Authorized User is in breach of this Agreement. Exa will reinstate suspended access promptly after Exa reasonably determines that the cause of the suspension has been resolved.
- 8.4 Effect of Termination.** On termination or expiration of this MSA and all Order Forms:
- (a) Customer must immediately stop using the affected Services and any related Exa Confidential Information;

- (b) Customer must pay all Fees accrued and unpaid through the effective date of termination; and
- (c) each Party must comply with its return-or-destroy obligations under Section 6.5.

8.5 Refund on Customer Termination for Exa's Breach. If Customer terminates an Order Form under Section 8.2 for Exa's uncured material breach, Exa will refund Customer the pro-rata portion of any pre-paid Fees for the affected Services for the period after the effective date of termination.

8.6 Survival. Any right, obligation, or provision of this Agreement that by its nature is intended to survive termination or expiration will survive, including Sections 1, 4, 5.1 (with respect to Personal Data already received), 6, 7 (for amounts accrued before termination), 8.4, 8.5, 8.6, 9.4, 10, 11, 12, 13, and 14.

9. WARRANTIES & DISCLAIMERS

9.1 Mutual Warranties. Each Party represents and warrants that, as of the Effective Date and throughout the term of this Agreement:

- (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized;
- (b) it has all rights, power, and authority necessary to enter into and perform this Agreement, and execution of this Agreement has been duly authorized; and
- (c) it will comply with all laws applicable to its performance of this Agreement.

9.2 Exa Service Warranty. Exa warrants that the Services will perform substantially in accordance with the Documentation when used in accordance therewith.

9.3 Customer Warranties. Customer represents and warrants that, as of the Effective Date and throughout the term of this Agreement:

- (a) it has all rights and consents necessary to operate the Customer Products integrated with the Services and to grant the rights granted to Exa under this Agreement;
- (b) it will not make any representation or warranty to any third party in connection with any Customer Product that is inconsistent with this Agreement; and
- (c) it has obtained all required consents and acted in compliance with applicable Privacy Laws sufficient for Exa to receive, Process, and use Customer Data as contemplated by this Agreement.

9.4 Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR

USAGE OF TRADE. EXA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR AVAILABILITY OF THE SERVICES OR ANY OUTPUTS, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR OR WITH ANY PARTICULAR APPLICATION, NETWORK, SYSTEM, OR DEVICE. EXA IS NOT LIABLE FOR ANY SECURITY INCIDENT OR OTHER HARM TO CUSTOMER'S OR ANY AUTHORIZED USER'S COMPUTER SYSTEMS, NETWORKS, DEVICES, OR DATA RESULTING FROM (X) MODIFICATIONS OR ALTERATIONS TO THE SERVICES NOT MADE BY OR ON BEHALF OF EXA, OR (Y) MALICIOUS CODE, MALWARE, BOTS, WORMS, TROJAN HORSES, EXPLOITS, HACKS, OR OTHER INTRUSIONS OR MECHANISMS TO DISABLE SECURITY OR CONTENT PROTECTION ORIGINATING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S NETWORK OR SYSTEMS.

10. INDEMNIFICATION

- 10.1 Exa Indemnity.** Exa will defend Customer and its officers, directors, employees, and agents (the “**Customer Indemnitees**”) against any third-party claim alleging that the Services, as provided by Exa and when used by Customer in accordance with the Documentation and this Agreement, infringe a third party's patent, trademark, copyright, or trade-secret rights (an “**IP Claim**”), and Exa will indemnify the Customer Indemnitees only for damages finally awarded against, or amounts approved by Exa in settlement of, the IP Claim. Exa has no obligation under this Section 10.1 for any IP Claim that arises out of or relates to (a) any Output or other content generated through use of the Services; (b) any Customer Product or any combination of the Services with software, products, services, or content not provided by Exa; (c) any modification or alteration of the Services other than by Exa; (d) any User Standard; (e) Exa's compliance with Customer's specifications or instructions; (f) Customer's use of any version of the Services other than the most current version made available to Customer; (g) any breach by Customer of the Documentation or Section 3.4; or (h) any matter for which Customer indemnifies Exa under Section 10.2 (collectively, the “**Excluded Activities**”).
- 10.2 Customer Indemnity.** Customer will defend Exa and its affiliates and their respective officers, directors, employees, and agents (the “**Exa Indemnitees**” and, together with the Customer Indemnitees, the “**Indemnitees**”) against any third-party claim arising out of or relating to (a) Customer's use of the Services in violation of this Agreement, (b) any Output produced under a User Standard, (c) any Excluded Activity, (d) any Customer Product, or (e) any Inputs provided by or on behalf of Customer or any Authorized User. Customer will indemnify the Exa Indemnitees for damages finally awarded against, or amounts approved by Customer in settlement of, the claim, except to the extent the claim is one for which Exa indemnifies Customer under Section 10.1.
- 10.3 IP Mitigation.** If a claim under Section 10.1 is asserted or, in Exa's reasonable opinion, is likely to be asserted, Exa may at its option (a) procure for Customer the right to continue using the affected portion of the Services; (b) modify the affected portion of the Services to

make it non-infringing while preserving substantially equivalent functionality; or (c) if neither (a) nor (b) is achievable on commercially reasonable terms, terminate the affected Order Form or the affected Services and refund Customer the pro-rata portion of any pre-paid Fees for the period after termination. Section 10.1 and this Section 10.3 state Exa's sole and exclusive liabilities, and Customer's sole and exclusive remedies, for any IP Claim.

10.4 Indemnification Procedures.

- (a) **Notice.** The Indemnitee must promptly notify the indemnifying Party in writing of any claim for which it seeks indemnification. Failure to give prompt notice does not relieve the indemnifying Party of its obligations except to the extent the indemnifying Party is materially prejudiced by the delay.
- (b) **Defense and Settlement.** The indemnifying Party has the right to control the defense of the claim with counsel of its choice, at its expense. The Indemnitee may participate in the defense at its own expense with counsel of its choice. Neither Party may settle a claim without the other's prior written consent (not unreasonably withheld), except that the indemnifying Party may settle a claim without the Indemnitee's consent if the settlement (i) involves only the payment of money paid by the indemnifying Party, (ii) imposes no admission of liability or other obligation on the Indemnitee, and (iii) includes an unconditional release of the Indemnitee from all liability with respect to the claim.
- (c) **Cooperation.** The Indemnitee will provide the indemnifying Party with reasonable cooperation and information in defending the claim, at the indemnifying Party's expense.

11. LIMITATION OF LIABILITY

11.1 Liability Cap. Each Party's total cumulative liability to the other Party arising out of or relating to this Agreement, from all causes of action and under all theories of liability, will not exceed the amount of Fees paid or payable by Customer to Exa under this Agreement during the twelve (12) months immediately preceding the event first giving rise to the liability.

11.2 Carve-Outs from Liability Cap. Section 11.1 does not apply to (a) a Party's gross negligence, willful misconduct, or fraud; (b) Customer's payment obligations under this Agreement; (c) a Party's breach of its confidentiality obligations under Section 6; (d) a Party's indemnification obligations under Section 10; or (e) Customer's breach of Section 3.4.

11.3 Application. The limitations of liability of Section 11.1 apply to the fullest extent permitted by applicable law.

12. Waiver of Indirect and Consequential Damages

12.1 Mutual Waiver. Except as provided in Section 12.2, neither Party will be liable to the other Party for any indirect, consequential, incidental, special, exemplary, or punitive

damages, or for any lost profits, lost revenue, lost business opportunity, lost or corrupted data, cost of substitute goods or services, or cost of cover, arising out of or relating to this Agreement, regardless of the legal theory and even if the Party has been advised of the possibility of such damages. This waiver applies regardless of any failure of essential purpose of any limited remedy in this Agreement.

12.2 Carve-Outs from the Waiver. The waivers in Section 12.1 do not apply to:

- (a) a Party's breach of its confidentiality obligations under Section 6;
- (b) a Party's indemnification obligations under Section 10; or
- (c) damages arising from a Party's gross negligence, willful misconduct, or fraud.

12.3 Application. The waivers of Section 12.1 apply to the fullest extent permitted by applicable law.

13. DISPUTE RESOLUTION

13.1 Governing Law. This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles, and the federal laws of the United States.

13.2 Informal Resolution. Before initiating arbitration, the Parties will use good-faith efforts to resolve the dispute informally after written notice describing the dispute.

13.3 Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement that the Parties cannot resolve informally will be finally resolved by binding arbitration administered by JAMS in San Francisco County, California, in the English language, before a single neutral arbitrator. JAMS Streamlined Arbitration Rules and Procedures apply to claims under \$250,000; JAMS Comprehensive Arbitration Rules and Procedures apply to claims of \$250,000 or more. The arbitrator will apply California law. The arbitrator's award is final and binding, may be entered in any court of competent jurisdiction, and is not subject to judicial review except as expressly provided by applicable law. Each Party will bear its own attorneys' fees and related costs except as the arbitrator orders otherwise. The Parties will share equally the JAMS administrative fees and the arbitrator's compensation. The existence and content of any arbitration are confidential, except as necessary to confirm the award or as required by law.

13.4 Jury Trial and Class-Action Waivers. Each Party irrevocably waives any right to a trial by jury in any proceeding arising out of or relating to this Agreement. Any proceeding to resolve a dispute under this Agreement will proceed solely on an individual basis, and neither Party may seek to have any dispute heard as a class, collective, or representative action.

13.5 Equitable Relief in Court. Notwithstanding Section 13.3, either Party may seek injunctive or other equitable relief in any federal or state court of competent jurisdiction located in San Francisco County, California, to protect its intellectual property or Confidential Information. The Parties submit to the exclusive jurisdiction of those courts for that

purpose and for the enforcement of any arbitration award. Each Party waives any objection based on lack of personal jurisdiction, improper venue, or *forum non conveniens*.

14. GENERAL

14.1 Publicity. Neither Party may issue a press release or other public statement about this Agreement or the Parties' relationship without the prior written consent of the other Party, which consent must not be unreasonably withheld or delayed, except as required by law (with prior notice to the other Party where lawful). Exa may identify Customer as a customer of Exa on its website and in marketing materials and, with Customer's prior approval, in case studies. Customer grants Exa a limited, revocable, non-exclusive, non-transferable license to use, reproduce, and display Customer's name, logos, trademarks, and service marks ("**Customer Marks**") for these purposes. Exa will comply with reasonable Customer guidelines for the use of Customer Marks. All goodwill arising from Exa's use of Customer Marks inures to Customer.

14.2 Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement without consent (a) to an affiliate or (b) in connection with a merger, consolidation, reorganization, or sale of all or substantially all of the assigning Party's assets or business to which this Agreement relates; any other purported assignment is void. This Agreement binds and benefits permitted successors and assigns.

14.3 Force Majeure. Except for payment obligations, neither Party is liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, fire, terrorism, labor disputes, epidemics, internet or telecommunications failures, civil unrest, war or armed conflict, equipment failures, criminal acts of third parties, or governmental actions.

14.4 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Neither Party may bind the other. This Agreement is for the sole benefit of the Parties. It does not create rights for any third party.

14.5 Notices. All notices under this Agreement must be in writing. Notices to Exa must be sent to legal@exa.ai (or to such other address as Exa designates in writing). Notices to Customer must be sent to the address set out on the Order Form (or to such other address as Customer designates in writing). A notice is deemed given on (a) personal delivery; (b) one business day after deposit with a nationally recognized overnight courier with tracking; (c) two business days after deposit in the U.S. mail, certified or registered, return receipt requested; or (d) the date of transmission by email if sent before 5:00 p.m. Pacific Time (or the next business day if sent later).

14.6 Entire Agreement; Order of Precedence. This Agreement, including the Order Forms, SOWs, the DPA, and any exhibits, is the complete and exclusive agreement between the Parties about its subject matter and supersedes all prior or contemporaneous agreements,

communications, and understandings. If there is a conflict among these documents, the order of precedence is (a) the applicable Order Form (or SOW) with respect to the specific Services to which the conflict relates; (b) the DPA, solely with respect to the Processing of Personal Data; (c) this MSA; and (d) any addendum incorporated by reference.

14.7 Amendment; Waiver; Severability. No amendment to this Agreement is effective unless in a writing signed by authorized representatives of both Parties. A Party's failure or delay in exercising any right is not a waiver. A waiver of any breach is not a waiver of any later breach. If any provision of this Agreement is held invalid or unenforceable, that provision will be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

14.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute the same instrument. Counterparts may be delivered by email or other electronic means, including via electronic signature platforms, and any signature so delivered is valid and binding.