



Aera Master Agreement

This Aera Master Agreement (“**Agreement**”) is entered into by and between Aera Technology, Inc., a Delaware corporation with its offices at 707 California Street, Mountain View, California 94041 (“**Aera**”) and [INSERT CUSTOMER NAME], a [INSERT TYPE OF ENTITY AND LOCATION OF REGISTRATION], with its offices at [INSERT CUSTOMER ADDRESS] (“**Customer**”), and is effective as of the Effective Date (defined below). Aera and Customer are each referred to herein as a “**party**” and collectively as the “**parties**.” The parties agree as follows:

1. CUSTOMER AND AFFILIATE ORDER FORMS

- 1.1. **Order Forms.** Prior to accessing or using the Service, Customer shall execute an Order Form. No Order Forms will be effective until executed by both parties, and each Order Form will remain valid only during its Term.
- 1.2. **Reseller Order Forms.** Customer may procure certain Aera services through an authorized Aera partner (“Reseller”) pursuant to a separate agreement between Customer and Reseller, which may specify different terms than this Agreement regarding invoicing, taxes and payments (“Reseller Arrangement”) upon an executed Order Form between Reseller and Customer for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Arrangement: (a) Aera may share information with Reseller related to Customer’s use and consumption of the Aera services; (b) all payments of fees, refunds and credits, if any, are payable by or to the Reseller unless otherwise mutually agreed in writing with Aera; (c) this Agreement governs Customer’s use of the Aera Offerings, notwithstanding anything to the contrary in the Reseller Arrangement; and (d) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Aera or in any way concerning the Aera Offerings.
- 1.3. **Customer Affiliates Access to the Service.** Unless otherwise set forth in the Order Form, Customer may access the Service on behalf of its Affiliates, and in such event, Customer will remain responsible for any breach of this Agreement by Affiliates. Alternatively, Customer Affiliates may execute Order Forms or SOWs relating to the Offerings directly with Aera, and in such event, all references to Customer will be deemed the applicable Customer Affiliate for purposes of such Order Form or SOW.

2. PROVISION OF THE SERVICE & PROFESSIONAL SERVICES

- 2.1. **Provision of Service.** Aera will make the Service available to Customer solely for use by Customer and its Users pursuant to this Agreement and the applicable Order Form during the Term. To the extent Customer installs On-Premise Components in connection with its use of the Service, Aera grants to Customer and its Users a limited, non-transferable, non-sublicensable, non-exclusive license during the Term to use the object code form of the On-Premise Component internally in connection with Customer’s use of the Service, subject to the terms and conditions of this Agreement and the Documentation. Aera may suspend the Service or Customer’s use of the Service if Aera reasonably determines suspension is necessary to avoid material harm to Aera or its customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Aera’s control.
- 2.2. **Support Services.** During the applicable Term, Aera will provide support for the Service in accordance with Aera’s then-current support policy, and as identified in the applicable Order Form. Aera continually strives to improve its products and services and reserves the right to improve or modify the Service and its features in any manner and at any time, including during the Term, at its sole discretion, provided however that such modifications will not materially reduce the functionality of the Service to Customer.
- 2.3. **Security.** Aera will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of the Service and Customer Data. Where Customer’s use of the Service requires Aera to process personally identifiable information (which excludes Sensitive Personal Information), then (a) Customer will notify Aera in writing prior to providing Aera any access to any such personal information; and (b) the terms of the Aera Data Processing Addendum, which may be found at www.aeratechnology.com/terms, as updated from time to time, will apply to such processing.
- 2.4. **Professional Services.** Customer and Aera may enter into Statement(s) of Work that describe the specific Professional Services to be performed by Aera.

3. FEES AND PAYMENT

- 3.1. **Fees.** Customer will pay Aera the Fees in accordance with this Agreement and the Order Form or SOW. Service Fees are based on access rights acquired and not actual usage. If Customer desires to increase any scope covered by the Usage Restrictions or SOW, the parties will execute a new Order Form or SOW/change order for the same. Unless otherwise set forth in the applicable Order Form or SOW: (i) Service Fees are invoiced annually in advance, and except as otherwise specifically provided in this Agreement are non-cancellable and non-refundable, and (ii) Professional Services Fees are invoiced monthly in arrears. Customer agrees that Customer purchases hereunder are not contingent on the delivery of any functionality or features that are not available as of the date of Customer's purchase, regardless of whether Customer may have heard about such functionality or features from Aera, reported in the press or otherwise.
- 3.2. **Expenses.** Customer will pay any pre-approved and actual out-of-pocket expenses incurred in connection with the Professional Services, including, without limitation, transportation, lodging, and any incidentals associated with the Professional Services provided to Customer. Aera will provide Customer with invoices and receipts for such costs.
- 3.3. **Payment Terms.** If not otherwise stated on an applicable Order Form or SOW, Customer will pay the applicable Fees within thirty (30) days of the date of the invoice, and all payments pursuant to this Agreement shall be made in United States dollars. If Customer issues a purchase order in connection with entering into an Order Form or SOW, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Aera rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form or SOW and such additional or conflicting terms will have no effect; (ii) it shall be without limitation to Aera's right to collect Fees owing hereunder; (iii) it shall be for the total Fees owing under the applicable Order Form and/or SOW; and (iv) on request, Aera will reference the purchase order number on the invoice (solely for administrative convenience), so long as Customer provides the purchase order number reasonably in advance of the invoice date. If Customer prefers to use any other billing platform for invoicing and payment, the parties will reasonably work together to facilitate the same, provided that such platform is: (i) able to accommodate the services payable hereunder; and (ii) operational without cost to Aera. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) Aera reserves the right to suspend the Offerings upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Aera will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law until Customer pays all amounts due; provided that Aera will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.
- 3.4. **Taxes.** The Fees do not include taxes. Customer will pay any and all sales taxes, use taxes, goods and services taxes, and other taxes and fees imposed by any government on the amounts payable by Customer hereunder, but excluding taxes imposed on Aera's net United States income. If Aera is required to pay any such taxes, Aera may invoice Customer for the amount of such taxes, such invoice to include suitable documentation showing the amount of such taxes, and Customer will pay such invoice unless Customer has provided Aera with a valid applicable exemption certificate. If Customer is required under any Applicable Law or regulation to withhold or deduct any portion of the payments due to Aera, then the sum payable to Aera will be increased by the amount necessary so that Aera receives an amount equal to the sum it would have received had Customer not made any such withholdings or deductions.

4. **CUSTOMER USE AND RESTRICTIONS.**

- 4.1. **Use and Restrictions.** Subject to compliance with the terms and conditions set forth in this Agreement, the applicable Order Form, and all Applicable Laws, during the Term Customer and its Users may access the Service, and use the On-Premise Components solely in object code form to collect and transmit Customer Data to the Service for Customer's and its Affiliates' internal business purposes in accordance with the Documentation. Customer remains responsible for all activities conducted under its and its Users' logins to the Service. Customer will not and will not permit any third party to: (a) copy, modify, reverse engineer, decompile, disassemble, create derivative works of any Offerings, or otherwise attempt to discover the underlying source code, ideas or composition of the Offerings (except to the limited extent Applicable Law expressly prohibits such reverse-engineering limitations or product specific terms); (b) rent, lease, resell, sublicense, distribute, or otherwise transfer access to the Service or On-Premise Components, or use or allow use of the Service or On-Premise Components for service bureau or managed service purposes or in any other way for the benefit of third parties; (c) disable or circumvent any feature of the Service or On-Premise Components that provides or enhances security, restricts access, monitors use, or enforces limitations on use, or otherwise interfere with or impair the operation of the Service or On-Premise Components by any means including introduction of malware or excessive usage or network traffic; (d) use any automated methods (including "robots" or "crawlers") or excessive numbers of data requests to access the Service; (e) use the Offerings for any illegal purpose or in violation of any Applicable Law, or (f) remove or obscure any copyright notice or other proprietary rights notices that may appear on any part of the Service and On-Premise Components.

- 4.2. **Customer Data Limitations.** Customer will not use the Service to collect, store, process or transmit any Sensitive Personal Information or any information that is controlled under the U.S. International Traffic in Arms Regulations. Customer will be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data. Aera shall have no liability under this Agreement for any Customer Data, notwithstanding anything to the contrary herein and Customer shall hold Aera harmless from the same.
- 4.3. **Product Specific Terms.** Customer's use of the Service may include access to individual Offerings. Customer's use of certain Offerings during the Term depends on Customer's type of subscription that is listed on an Order Form and may require payment. Terms that are specific to a particular Offering are set out in a "Product Specific Term," which Aera maintains on its legal website at: <https://www.aeratechnology.com/terms>.
- 4.4. **Offerings Utilizing GenAI Components.** Certain Offerings in the Service may utilize GenAI Components to enhance functionality. By using Offerings that use GenAI Components, Customer acknowledges and agrees that: (a) Outputs are provided "as is" and may not always be accurate, reliable, or free from bias; (b) Customer responsible for reviewing and validating Outputs before relying on them for decision-making; (iii) GenAI Components may evolve, change, or be discontinued at any time without prior notice. GenAI Components may involve third-party services subject to their respective terms.

5. **CONFIDENTIAL INFORMATION.**

The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") will not, without Disclosing Party's prior written consent (a) use Confidential Information of the Disclosing Party for any purpose other than to provide, facilitate, access or use the Offerings as allowed under, or to otherwise perform, this Agreement; or (b) disclose Confidential Information of the Disclosing Party to any third party, except as necessary to perform its obligations set forth in this Agreement or as set forth in this Section. The Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but in any event, with no less than reasonable care. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by Applicable Law, judicial process, or governmental order, provided that the Receiving Party will, to the extent allowed by law, give Disclosing Party prompt notice of any such required disclosure and reasonably cooperate with Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure by lawful means, at Disclosing Party's expense. Aera shall be free to use and disclose its general knowledge, skills, and expertise, including any ideas, concepts, know-how, or techniques that are developed or acquired in the course of providing the Offering, provided that such use or disclosure does not result in the breach of the confidentiality obligations outlined in this Agreement. Each party agrees that any breach or threatened breach of this Section may cause irreparable injury for which monetary relief may not provide adequate compensation, and that in addition to any other remedies available, the injured party is entitled to seek injunctive relief against such breach or threatened breach, without the necessity of proving actual damages or posting a bond or other security.

6. **TERM AND TERMINATION.**

- 6.1. **Term.** Unless earlier terminated as set forth below, the term of this Agreement commences on the Effective Date and continues until the stated Term in all Order Forms have expired or have otherwise been terminated. Subscription to the Service commences on the subscription start date and remains in effect for the Term as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions to the Service will automatically renew for additional terms equal to the expiring Term, where the fees for any renewal Term will be adjusted to Aera's then-current pricing for the subscribed Offerings. Aera will notify Customer of upcoming renewals (including any fee adjustments) at least sixty (60) days before the renewal date. Either party may give the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.
- 6.2. **Termination.** Either party may terminate this Agreement, an applicable Order Form or Statement of Work immediately upon notice to the other party: (i) if the other party materially breaches this Agreement, the applicable Order Form or Statement of Work and fails to cure such breach within thirty (30) days of receiving notice describing the breach in reasonable detail, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within sixty (60) days. Upon any termination by Customer pursuant to Section 6.2(i), Aera will refund Customer a pro-rata portion of any prepaid Service Fees that cover the remainder of the applicable Term after the effective date of termination.
- 6.3. **Customer Data Backups.** Aera will retain Customer Data only as necessary for the permitted purposes. Backups may be created as Aera determines to be reasonably necessary for such operational purposes. Backups are performed automatically once per week (daily differential backups are performed), and each backup file is kept for 30 days and stored in Aera's

hosting services provider (currently Microsoft Azure), after which they're no longer available, unless a customer enters into an Order Form for additional storage.

- 6.4. **Survival.** Upon termination of each Order Form, Customer will cease access and use of the Offerings as applicable to that Order Form and delete all copies of the On-Premise Components, Documentation and Aera Confidential Information in its possession. The following provisions will survive termination or expiration of this Agreement: Sections 3 (Fees and Payment), 5 (Confidentiality), 6 (Term and Termination), 7 (Intellectual Property), 8.4 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11 (General Provisions), and 12 (Definitions). Termination for any reason other than termination by Customer pursuant to Section 6.2(i) will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

7. **INTELLECTUAL PROPERTY.**

- 7.1. **Customer Data.** Customer retains all right, title and interest in the Customer Developed Skills, Customer Confidential Information, Customer Data, and Customer Data output processed by the Service; subject to the limited license rights granted to Aera as set forth in this Agreement. Customer grants to Aera and applicable contractors a worldwide, limited-term license to use, host, copy, transmit and display Customer Data, as reasonably necessary for Aera to provide the Offerings in accordance with this Agreement.
- 7.2. **Aera Technology.** Aera retains all right, title and interest in and to the Aera Technology. Aera utilizes artificial intelligence and machine learning components in its Service. Through Customer's use of the Service, the Offerings may continuously evolve and lead to improvements and enhancements in the Offerings. All such modifications, improvements and enhancements to the Service (excluding Customer Data) are owned exclusively by Aera. Customer agrees to make any necessary assignments to effectuate the foregoing. If Customer purchases Professional Services for the development of Aera Developed Skills, Aera grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Aera Developed Skills solely for Customer's use with the Service during the applicable Term. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Aera Technology is granted to Customer.
- 7.3. **Customer's Name and Logo.** Aera may use and display Customer's name, logo, trademarks and service marks in listings of Aera's customers on Aera's website and marketing materials in connection with identifying Customer as a customer of Aera. Upon Customer's written request, Aera will promptly remove any such marks from Aera's website and, to the extent commercially feasible, Aera's marketing materials.

8. **LIMITED WARRANTIES AND DISCLAIMER.**

- 8.1. **Corporate Authority and Compliance with Laws.** Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so and will comply with all Applicable Laws.
- 8.2. **Service Warranty.** Aera warrants that during the applicable Term, the Service will: (i) operate in substantial conformity with the applicable Documentation, and (ii) will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service. Aera shall use commercially reasonable efforts to correct the reported non-conforming Service at no additional charge to Customer, and in the event Aera fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Order Form as to the non-conforming Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Aera's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 6.2(i) entitled "Termination." The warranty set forth in this Section will not apply if the error was caused by misuse, unauthorized modifications, third-party hardware, software or services, Force Majeure Events, Customer Data, or any use provided on a no-charge or evaluation basis.
- 8.3. **Professional Services Warranty.** Aera warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. In the event of a material breach of the foregoing warranty, Customer's exclusive remedy and Aera's entire liability, shall be for Aera to at its option and expense, promptly respond to the non-conformity as set forth in the Support Services document or refund to Customer the fees paid for the non-conforming Professional Services. The warranty set forth in this Section will not apply to the extent the error was caused by Customer Users or Customer Data, or any Professional Services provided on a no-charge basis.
- 8.4. **GenAI Components and Outputs Disclaimer.** Aera does not represent, warrant, or guarantee that GenAI Components or any Outputs will be complete, correct, or appropriate for all use cases. Customer assumes all risks associated with Customer's use of and reliance on Outputs. To the fullest extent permitted by law, Aera will not be liable for any decisions, or actions, or any associated damages resulting from the use of Outputs.

- 8.5. **Warranty Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 8, EACH SERVICE, PROFESSIONAL SERVICES, OFFERINGS, AND ANYTHING ELSE PROVIDED BY AERA UNDER THIS AGREEMENT, IS PROVIDED “AS IS”, AND AERA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED. AERA DOES NOT WARRANT THAT THE OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE, OR THE INFORMATION OBTAINED THROUGH THE OFFERINGS ARE ACCURATE, CURRENT, SECURE, OR RELIABLE.

9. INDEMNIFICATION.

- 9.1. **Indemnification by Aera.** Subject to Section 9.3, Aera will defend Customer against any claims brought by a third party (“Claims”) to the extent alleging that the Service as provided by Aera infringes or misappropriates such third party’s Intellectual Property Rights, and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Aera (including reasonable attorneys’ fees) resulting from such Claim. If Customer’s use of the Service is (or in Aera’s opinion is likely to be) enjoined, if required by settlement or if Aera determines such actions are reasonably necessary to avoid material liability, Aera may, at its option: (a) procure for Customer the right to use the Service in accordance with this Agreement; (b) replace or modify, the Service to make it non-infringing; or (c) terminate Customer’s right to use the Service and discontinue the related Professional Services, and upon Customer’s certification of deletion of the Service and related Documentation, refund the unused, pre-paid Service Fees for the unexpired remainder of the applicable Term. The foregoing obligations of Aera will not apply to the extent the applicable Claim is attributable to: (a) a combination of the Service with any hardware, software, services, or other materials not provided by Aera, if such Claim would not have occurred but for such combination; (b) modifications to the Service not performed by Aera, if such Claim would not have occurred but for such modifications; (c) customizations to the Service made pursuant to Customer’s specifications, if such claim would not have occurred but for such customizations; (d) Customer’s continued allegedly infringing activity, after having been notified by Aera that such activity is or may be infringing and having been provided a modified or replacement solution; or (e) Customer’s or its User’s access to or use of the Service in violation of this Agreement. This section sets forth Customer’s sole remedy with respect to any claim of intellectual property infringement.
- 9.2. **Indemnification by Customer.** Subject to Section 9.3, Customer will defend Aera against any Claim to the extent arising from an allegation that Customer Data infringes or misappropriates the Intellectual Property Rights or other privacy or proprietary rights of such third party and will indemnify and hold harmless Aera from and against any damages and costs awarded against Aera or agreed in settlement by Customer (including reasonable attorneys’ fees) resulting from such Claim.
- 9.3. **Procedure.** Any party seeking indemnification under this section will give the other party (a) prompt notice of any Claim for which indemnification is or may be sought (provided that failure to so notify shall only limit the indemnifying party’s obligations to the extent such failure materially adversely impacted the defense of the Claim); (b) sole control over the defense and settlement of the Claim, provided that the indemnifying party will not, without indemnified party’s consent, settle the Claim on terms that admit any wrongdoing by the indemnified party; and (c) reasonable cooperation in such defense or settlement, at the indemnifying party’s expense. The indemnified party may participate in (but not control) the defense with counsel of its own choosing, at its own expense.

10. LIMITATION OF LIABILITY.

- 10.1. **Limit on Indirect Damages.** NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, RELIANCE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COST OF DELAY, LOSS OF PROFITS, BUSINESS, INCOME, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR RIGHTS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10.2. **Liability Cap.** EACH PARTY’S AND ITS AFFILIATES’ TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY AND ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE FEES ACTUALLY PAID (IN THE CASE OF CUSTOMER, PAYABLE) TO AERA UNDER THE APPLICABLE ORDER FORM OR STATEMENT OF WORK IN RESPECT OF THE 12-MONTH PERIOD PRECEDING THE EVENTS OR CIRCUMSTANCES GIVING

RISE TO THE CLAIM. THIS LIMITATION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, A BREACH OF SECTION 4.1, AND MATTERS FOR LIABILITY WHICH LIABILITY CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. **GENERAL PROVISIONS.**

- 11.1. **Independent Contractors.** The relationship between the parties is that of independent contractors. Neither party is an agent of, nor is authorized to bind, the other party. There are no third-party beneficiaries under this Agreement.
- 11.2. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to conflict of law principles or the United Nations Convention on Contracts for the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Jose, California. In any action to enforce this Agreement the prevailing party will be entitled to seek recovery of reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 11.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement (and any related Order Forms and Statements of Work) in its entirety without consent to such party's successor in interest by way of a merger, acquisition, consolidation, or reorganization of such party, or the sale of substantially all of such party's business or assets to which this Agreement pertains and the assignee agrees to be bound by all the terms of this Agreement. Assignor shall provide prompt notice. Any assignment or purported assignment in violation of this section is void.
- 11.4. **Subcontractors.** Aera may use subcontractors to deliver Offerings and will remain responsible for the performance of those subcontractors under the applicable terms and conditions of this Agreement.
- 11.5. **Nonsolicitation.** During the Term of the Service and for six (6) months thereafter, Customer shall not solicit for employment, or otherwise induce, influence, or encourage to terminate employment with Aera, any employee of Aera with whom Customer has had direct interaction in connection with Customer's engagement hereunder (each, a "Covered Employee"); provided, however, that this restriction shall not apply to (i) general solicitations that are not directed at employees of Aera and are not undertaken as a means to circumvent this Section, or (ii) any Covered Employee whose employment with Aera was terminated by Aera prior to any solicitation, contact, or discussion by Customer concerning employment or other engagement. Customer acknowledges and agrees that this covenant is reasonable and necessary to protect Aera's Confidential Information and other protectable interests.
- 11.6. **Notices.** Any legal notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered; or (c) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier. Email notifications to Aera shall be to legal@eratechnology.com.
- 11.7. **Force Majeure.** Notwithstanding anything else, neither party will be liable for delays or failure to perform any of its respective obligations under this Agreement, an Order Form, or a Statement of Work, if such delay or failure is caused by an event outside its reasonable control, including but not limited to: an act of God, hurricane, earthquake, fire, flood, natural disaster, epidemics, pandemic, acts of terror or war or other hostile attacks, labor unrest, general failure of the Internet or of communications systems, third party connections or utilities, or act of a third party not under contract with the failing party (including, where Aera is the party claiming Force Majeure, the failure or refusal of Customer's Affiliates or suppliers to provide Aera with access to information required to provide the Service or Professional Services) (collectively, "**Force Majeure Event**"). The party suffering a Force Majeure Event will use reasonable efforts to minimize the delays, to notify the other party promptly, and to inform the other party of its plans to resume performance.
- 11.8. **Export Control.** Each party agrees to comply with all export and import laws and regulations, including without limitation, those of the United States, applicable to such party in connection with its respective provision or use of the Service under this Agreement. Without limiting the foregoing, Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; and shall not (and shall not permit any of its Affiliates or Users to) access or use the Offerings in violation of any U.S. export embargo, prohibition or restriction.

- 11.9. **Government End-Users.** Elements of the Offerings are commercial computer software and commercial computer software documentation, pursuant to FAR section 2.101 and DFAR Section 252.227-7041. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings, or any related documentation of any kind, including technical data and manuals, is restricted by this license agreement to the exclusion of all other terms, in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.
- 11.10. **Entire Agreement.** This Agreement (including applicable Product Specific Terms), together with the Order Form(s) and Statement(s) of Work, constitutes the entire understanding between Customer and Aera regarding Customer's use of and access to the Offerings, and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Except as expressly stated in this Agreement, this Agreement may not be amended other than by a written instrument executed by both parties. A party's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default. For clarity, all URL terms expressly referenced herein include any updates made thereto, as posted to <https://www.aeratechnology.com/terms> or a successor website designated by Aera.
- 11.10. **Evaluation Agreement.** If Customer wishes to evaluate an Aera Service component, then the applicable provisions of this Agreement will govern that evaluation, and Aera will make such evaluation available to Customer on a trial basis until the earlier of (a) the end of the evaluation period for which the parties agreed Customer may use such evaluation; (b) the start date of any Service subscription purchased by Customer for such Service; or (c) termination of the evaluation by either party in accordance with the Order Form. The evaluation period may be extended upon mutual agreement by Aera and Customer. Notwithstanding anything to the contrary in this Agreement, an evaluation is provided "AS IS." AERA MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE EVALUATION. AERA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE EVALUATION, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE AERA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE EVALUATION IS US \$1,000.

12. **DEFINITIONS**

12.1. "Aera Developed Skills" means content, logic, accelerators and components that are developed by Aera for use with the Service to provide real-time insight, recommendations, and predictions to facilitate the execution of decisions by Customer personnel.

12.2 "Aera Developer" means the features within the Service consisting of a skill-building platform made available by Aera to Customer as a part of the Service when as purchased by Customer under an Order Form.

12.3. "Aera Technology" means the Service, Aera Developer, Aera Developed Skills, Documentation, On-Premise Components, Confidential Information, Professional Services, Feedback and any related and underlying technology and documentation in any Offerings, and all improvements, modifications, adaptations and derivative works thereof, including without limitation all know-how, algorithms, logic, processes, methods, technology and software owned, licensed, or developed by Area and/or used to provide the Offerings hereunder, and all Intellectual Property Rights relating to the foregoing.

12.4. "Affiliate" means, with respect to any entity, any person or other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this definition, a person or entity will control an entity if it (a) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of such entity; or (b) has the ability to elect a majority of the directors (or other governing body) of such entity. Any rights of a Customer Affiliate will exist only for as long as that entity meets the definition of an Affiliate, unless otherwise set forth in an Order Form.

12.5. "Applicable Laws" means any local, state, or national law, treaties and/or regulations applicable to a respective party.

12.6. "Confidential Information" means the Disclosing Party's business, technical and financial information disclosed to the Receiving Party in connection with this Agreement and (a) in the case of Customer, all Customer Data; and (b) in the case of Aera, all non-public features, pricing, discounts, functions, and implementations of the Service, product road map, business and marketing plans or opportunities, finances, vendors penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations; except that Confidential Information does not include information that: (i) is or becomes publicly known or publicly available through no fault of the Receiving Party including, without limitation, all publicly available open source code; (ii) is already in Receiving Party's possession at the time of disclosure; (iii) is

independently developed without use of or reference to the other party's Confidential Information; or (iv) is provided to Receiving Party by a third party, without breach of any confidentiality obligations by such third party.

12.7. "Customer Data" means the data that Customer transmits or otherwise makes accessible to Aera through the Service.

12.8. "Customer Developed Skills" means content and logic that are developed by Customer for use with the Service to provide real-time insight, recommendations and predictions to facilitate the execution of decisions by Customer personnel. Customer Developed Skills exclude the Service, Aera Developer and Aera Developed Skills.

12.9. "Professional Services" means the configuration, implementation, skill-building, advisory, hypercare, and other services provided by Aera pursuant to a mutually executed Statement of Work, in connection with the Service. Professional Services excludes Service and Aera support and maintenance services.

12.10. "Documentation" means any documentation provided or made available by Aera via the support features within Service that describes the design, functionality and operation of the Service.

12.11. "Effective Date" means the earlier of the last date this Agreement is executed by both parties or the first date of Customer's authorized access or use of the Service or evaluation of the Service in any manner, as applicable.

12.12. "Feedback" means suggestions, ideas and/or feedback, and all aggregated de-identified data, relating to the Offerings and Documentation provided by or obtained from Customer, its Affiliates and Users.

12.13. "Fees" means the Service and/or Professional Services fees set forth in an applicable Order Form or Statement of Work.

12.14. "GenAI Components" means the application programming interface ("API") and related tools provided by the generative AI model selected by Customer to interact with Agents.

12.15. "Input" means any natural language statement, SQL request, prompt, or other query that a User provides to the Service to solicit a response or result from an Offering that uses GenAI Components.

12.16. "Intellectual Property Rights" means (a) copyrights and other rights in works of authorship; (b) patents and other rights in inventions; (c) trademarks, service marks, and other rights in indicia of origin; (d) trade secrets and other rights in confidential business information; (e) mask work rights; (f) moral rights; (g) database rights; (h) all similar and analogous rights to each of the foregoing in every jurisdiction in the world; and (i) registrations of, applications for, and renewals of each of the foregoing.

12.17. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

12.18. "Offering" means the Service, On-Premise Components, Aera Developer, Professional Services, feature, add-on and other services that Aera makes available to customers as described in an Order Form and SOW. An Offering may be subject to Product Specific Terms (defined in Section 4.3 of this Agreement), which and incorporated into and form and integral part of this Agreement.

12.19. "On-Premise Components" means the software and technology provided by Aera hereunder to allow Customer to crawl and transmit Customer Data, as and when needed by Customer, to the portion of the Service hosted by Aera.

12.20. "Order Form" means Aera's order document governed by this Agreement that is executed by the parties and specifies the products or services purchased by Customer or any of its Affiliates under this Agreement, including any product specific terms, supplements, or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order, vendor onboarding process or web portal, or other terms on a purchase order that are additional to or inconsistent with the terms of this Agreement.

12.21. "Output" means any response or result from an Offering using GenAI Components that is provided to a Customer within the Service after processing an Input.

12.22. "Sensitive Personal Information" means any of the following: (a) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), or other financial account numbers or credentials; (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("HIPAA"); (c) social security numbers, driver's license numbers or other government ID numbers; (d) any information deemed to be "special categories of data" of an EU resident (as defined in European Union Regulation 2016/679); or (e) other personal or sensitive information subject to regulation or protection under the Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act.

12.23. "Service" means the online hosted software solution subscribed to by Customer under an Order Form, together with the related On-Premise Components, as described in the Documentation. "Service" excludes Professional Services.

12.24. "Statement of Work" or "SOW" means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work is subject to this Agreement.

12.25. "Term" means the term of each subscription to the Service as specified in the applicable Order Form.

12.26. "Usage Restrictions" means the quantities of Users, developers, virtual machines, quantity of Skills or use cases, and any other limitations set forth in an applicable Order Form or Statement of Work.

12.27. "User" means any individual or bot who is authorized by Customer to access the Service within the scope of licenses purchased by Customer in an Order Form, and provided further that such individual or bot is solely accessing the Service for the benefit of Customer or the applicable Customer Affiliate. User licenses are not concurrent and may not be shared, however, upon termination or change of roles of a User then Customer may permanently replace such User.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

[Customer]

Aera Technology, Inc.

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date