



MASTER SUBSCRIPTION AGREEMENT & DATA PROCESSING AGREEMENT

Licensee: _____

Effective Date: Date of execution of this Agreement

This Master Subscription Agreement (this “**Agreement**”) is made and entered into as of the above date (the “**Effective Date**”) by and between Cotool Inc, a Delaware corporation (“**Cotool**”), and the above party (the “**Licensee**”). Capitalized terms shall have the meaning defined herein and, in the Exhibits, hereto.

In consideration of the premises and the covenants set forth in this Agreement, the parties hereby agree as follows:

1. Definitions.

- 1.1. “**Authorized Period**” means the time period specified in the Order Form.
- 1.2. “**Authorized Unit**” means the specific number of Units authorized for use with respect to the Licensed Software as specified in the Order Form.
- 1.3. “**Confidential Information**” means any and all non-public, confidential and proprietary information, furnished by one party to this Agreement (the “**Disclosing Party**”) or any of its Representatives to the other party to this Agreement (the “**Receiving Party**”) or any of its Representatives, whether orally, in writing, or in other tangible form. Without limiting the generality of the foregoing, Confidential Information may include, without limitation, that which relates to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans, and financial information. Any Confidential Information disclosed in a written or other tangible form shall be clearly marked as “confidential,” “proprietary,” or words of similar import. Any Confidential Information disclosed orally shall, to the extent practicable, be identified as confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement, the Licensed Software and all know-how, techniques, ideas, principles and concepts which underlie any element of the Licensed Software and which may be apparent by use, testing or examination.
- 1.4. “**Derivative Work**” means a work of authorship or other development that is based on, derived from or extends, replaces, emulates, substitutes for, or exposes to third parties the functionalities of the Licensed Software, such as a revision, enhancement, modification, improvement, translation, abridgement, compression, extension or expansion or any other form in which such work may be recast, applied, transformed or adopted, and includes, without limitation, any “derivative work” as defined in the United States Copyright Act, 17 U.S.C. Section 101.
- 1.5. “**Intellectual Property Right**” means any of the following: (i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, all extensions and renewals of any thereof and all proceeds of the foregoing; (iv) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and records thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings, and applications in any office or agency of the United States of

America or any State thereof or any foreign country, all reissues, renewals, and extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by such items, and all proceeds of, and rights associated with, the foregoing; (v) moral rights in those jurisdictions within where such rights are recognized, (vi) database protections in those jurisdictions that provide distinct legal protections for databases, (vii) all other intellectual property protections recognized within any of the jurisdictions, including but not limited to any applicable *sui generis* protections for intellectual property, and (viii) all proceeds of, and rights associated with, the foregoing (as appropriate to such rights), including the right to sue third parties for any actual or threatened past, present, or future infringements, dilutions or misappropriations of any of the foregoing, or for any injury to the goodwill associated with the use of any property or rights set forth in clause (iv), and all rights corresponding thereto throughout the world.

- 1.6. **“Licensed Software”** means the Cotool proprietary software product(s) indicated in the Order Form as Licensed Software under this Agreement.
- 1.7. **“M&S”** means the maintenance and support services provided by Cotool for the Licensed Software licensed under this Agreement.
- 1.8. **“Managed Service”** means the services provided by Cotool associated with the management of the Licensed Software on Licensee’s behalf as further described in the Order Form.
- 1.9. **“Representatives”** means, as to any person, such person’s affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of Section 11.
- 1.10. **“Unit”** means the specific unit of measure identified in the Order Form applicable to Licensee’s use of the Licensed Software.

2. License Grant.

- 2.1. **License to Licensed Software.** Subject to the terms and conditions of this Agreement, including but not limited to receipt of all applicable fees by Cotool, Cotool hereby grants to Licensee, and Licensee hereby accepts from Cotool, a limited, non-exclusive, non-transferable, non-assignable and non-sublicenseable license to use the Licensed Software, in a manner consistent with the limitations set forth in this Agreement, in connection with the Authorized Units during the Authorized Period.
- 2.2. **Restrictions on Licenses.** In addition to the restrictions set forth above, Licensee agrees that, except as otherwise expressly provided by this Agreement, it shall not: (a) exceed the scope of the licenses granted in this Section 2; (b) make copies of the Licensed Software; (c) sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 2.1, and any attempt to make any such sublicense, assignment, delegation or other transfer by Licensee shall be void and of no effect; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms underlying the Licensed Software, except to the extent required to be permitted under applicable law; (e) modify, translate or create Derivative Works of the Licensed Software without the prior written consent of Cotool; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the Licensed Software; or (g) combine or distribute any of the Licensed Software with any software that is licensed under terms that seek to require that any of the Licensed Software (or any associated Intellectual Property Rights) be provided in source code form (e.g., as “open source”), licensed to others to allow the creation or distribution of Derivative Works, or distributed without charge. The licenses provided by this Agreement are limited licenses, and Licensee acknowledges that this Agreement does not grant Licensee, and Cotool expressly disclaims the grant of, any license, immunity, or other right to or under any patent or other Intellectual Property Right of Cotool, whether directly or by implication, legal or equitable estoppel, exhaustion or otherwise, except for the limited licenses expressly set forth in Section 2.1. The restrictions in this Section 2.2 are not intended to prohibit Licensee from using third party managed services providers to manage the Licensed Software either at a Licensee’s site or such third party’s site solely on behalf and for the benefit of Licensee.

3. **Orders.** Licensee may place orders for additional Licensed Software, Authorized Units or to extend the Authorized Period with respect to the Licensed Software by specifying such order details in the order form agreed to in writing by the parties.
4. **Ownership.** The Licensed Software are licensed and not sold to Licensee. Cotool and its licensors own and retain all right, title and interest in the Licensed Software, any design changes, improvements, enhancements, Derivative Works, or modifications thereof or thereto, and any related and/or associated Intellectual Property Rights, whether developed by Cotool or by Licensee or its employees or independent contractors. Licensee shall cooperate with Cotool in good faith to the extent necessary for Cotool to arrange or obtain registration on behalf of Cotool of all Intellectual Property Rights in any design changes, improvements, enhancements, Derivative Works, or modifications to the Licensed Software. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that it is not licensed under, and Cotool disclaims the grant of, any rights under Intellectual Property Rights of Cotool, whether by implication, exhaustion, estoppel, or under any other theory, other than those expressly specified in Section 2 above.
5. **Services.**
- 5.1. **Licensed Software Maintenance and Support.** Subject to the timely payment of the Fees for the applicable M&S fees as described in the Order Form, Cotool shall provide M&S for such Licensed Software as set forth in Exhibit A.
- 5.2. **Managed Services.** Subject to the timely payment of the Fees for the applicable Managed Services fee as described in the Order Form, Cotool shall provide Managed Services as set forth in the Order Form.
6. **Payments.**
- 6.1. **Fees.** Licensee shall pay to Cotool the applicable fees set forth in the Order Form in respect of the Licensed Software, M&S, Managed Services, and the other fees described in this Section 6 (collectively, the “**Fees**”). Licensee acknowledges that it shall have no right to return the Licensed Software, M&S, or Managed Services and that all Fees shall be non-refundable.
- 6.2. **Payment Terms.** All amounts payable to Cotool under this Agreement shall be paid in United States dollars and shall be due thirty (30) days from the date of invoice. Unless otherwise agreed by Cotool, all payments shall be made by wire transfer of immediately available funds to an account designated by Cotool, all wire transfer fees prepaid. Notwithstanding any other rights of Cotool, in the event of late payment by Licensee (other than a payment that is not made when due as a result of a bona fide dispute between the parties), Cotool shall be entitled to interest on the amount owing at a rate of 1% per month or the highest rate allowed by applicable law, whichever is less, compounded on a daily basis from the due date of payment until the date of actual payment.
- 6.3. **Taxes; Set-offs.** Any and all payments made by Licensee in accordance with this Agreement are exclusive of any taxes that might be assessed against Licensee by any jurisdiction. Licensee shall pay or reimburse Cotool for all value-added, sales, use, property and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Cotool. All amounts payable to Cotool under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax.
7. **Term.** The term of this Agreement shall commence on the Effective Date and remain in effect until the end of the Authorized Period (the “Term”), unless this Agreement is terminated earlier in accordance with Section 8. The Authorized Period will renew automatically at the end of the applicable term, and the corresponding fees will become due, unless either party provides to the other advance written notice with respect to non-renewal at least thirty (30) days prior to the end of the then current term.
8. **Termination.**
- 8.1. This Agreement and the licenses granted hereunder may be terminated:

- (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or
- (b) by Cotool upon written notice to Licensee if Licensee (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

8.2. Effect of Termination. Upon any expiration or termination of this Agreement, the license granted in Section 2 shall terminate immediately, and Licensee shall (i) immediately cease use of all Licensed Software, and (ii) return to Cotool all Licensed Software and other materials and information provided by Cotool and any copies thereof made by Licensee. Licensee shall certify to Cotool in writing that it has retained no copies of such Licensed Software, materials or information. Any termination or expiration shall not relieve Licensee of its obligation to pay all Fees accruing prior to termination. If the Agreement is terminated due to Licensee's breach, Licensee shall pay to Cotool all Fees set forth in the Order Form.

9. Warranty.

- 9.1. Material Warranty.** The Licensed Software, when used by Licensee in accordance with the provisions of this Agreement, will perform, in all material respects, the functions described in the Order Form without any Errors (as such term is defined in Exhibit A) for a period of ninety (90) days from the date the Licensed Software was first delivered to Licensee (such period, the "**Warranty Period**").
- 9.2. Exclusive Remedies.** Licensee shall report to Cotool, pursuant to the notice provision of this Agreement, any breach of the warranties set forth in this Section 9 during the relevant Warranty Period. In the event of a breach of warranty by Cotool under this Agreement, Licensee's sole and exclusive remedy, and Cotool's entire liability, shall be prompt correction of Errors or, if such correction is not possible, replacement of the Licensed Software in order to minimize any material adverse effect on Licensee's business.
- 9.3. Limitations of Warranties.** No warranty or indemnification shall apply where the defect or error in the Licensed Software is caused by: (a) any use of the Licensed Software which is not in conformity with the provisions of this Agreement; (b) any repair, modification or installation of the Licensed Software not made or expressly authorized by Cotool; or (c) the use or attempted use of software other than the most current version supported by Cotool and made available to Licensee under the terms of this Agreement. Replacement or repair of a Licensed Software product shall not extend its warranty period beyond the original warranty expiration date.
- 9.4. Disclaimer of Warranty.** Cotool does not represent or warrant that the operation of the Licensed Software (or any portion thereof) will be uninterrupted or error free, or that the Licensed Software (or any portion thereof) will operate in combination with other hardware, software, systems or data not provided by Cotool, except as expressly specified in the Order Form. Cotool does not provide assistance on the general use of the Licensed Software or problem diagnosis if Licensee is not current in its payment obligations. LICENSEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, COTOOL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE LICENSED SOFTWARE OR SERVICES, OR THEIR CONDITION. COTOOL IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 9.1 IN LIEU OF, AND COTOOL HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

10. Limitation of Liability.

- 10.1. Exclusion of Consequential Damages.** EXCEPT FOR A BREACH OF SECTION 11 BY EITHER PARTY, OR LICENSEE'S BREACH OF SECTION 2, IN NO EVENT SHALL COTOOL OR LICENSEE BE LIABLE IN AN ACTION UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE FOR ANY: (a) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE/EXEMPLARY DAMAGES OR LOSSES ARISING FROM OR

RELATED TO A BREACH OF THIS AGREEMENT, THE OPERATION OR USE OF THE LICENSED SOFTWARE, OR THE SERVICES PERFORMED HEREUNDER, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES OR LOSSES ARISING FROM (i) LOSS OF BUSINESS, PROFIT OR REVENUES, (ii) LOSS OF DATA, PROGRAMMING OR CONTENT, (iii) FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, (iv) SUBSTITUTE PROCUREMENT, OR (v) DAMAGE TO EQUIPMENT, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR IF SUCH DAMAGES OR LOSSES ARE FORESEEABLE; OR (b) DAMAGES OR LOSSES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY A PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL.

10.2. Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT FOR A BREACH OF SECTION 2 BY LICENSEE, A SECURITY BREACH (AS DEFINED IN EXHIBIT B) CAUSED BY COTOOL, OR A BREACH OF SECTION 11 BY EITHER PARTY (COLLECTIVELY, "EXCLUDED CLAIMS"), IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY FOR DAMAGES, LOSSES, LITIGATION EXPENSES, ATTORNEYS' FEES, OR LIABILITY OF ANY KIND EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE, TWO (2) TIMES THE FEES PAID BY LICENSEE TO COTOOL DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. A PARTY'S MAXIMUM LIABILITY FOR EXCLUDED CLAIMS UNDER THIS AGREEMENT (INCLUDING UNDER EXHIBIT B) SHALL NOT EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE, FIVE HUNDRED THOUSAND DOLLARS (\$500,000 USD). THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 SHALL APPLY EVEN WHEN A REMEDY AVAILABLE UNDER BREACH OF WARRANTY OR OTHER SIMILAR PROVISIONS SET FORTH UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

10.3. Allocation of Risk. The parties acknowledge and agree that the limitations of liability in this Section 10 and in other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which neither party would have entered into this Agreement. Cotool's pricing and compensation under this Agreement reflects this allocation of risk and the limitation of liability specified herein. The parties further acknowledge and agree that the limitations of liability in this Section 10 shall apply even when a remedy available under breach of warranty or other similar provisions set forth under this Agreement has failed of its essential purpose.

11. Confidentiality. Unless otherwise agreed to in writing by the Disclosing Party, each Receiving Party agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products or services under this Agreement, and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement. The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 11. Notwithstanding the above, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; is or becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party or any of its Representatives who is not known by the Receiving Party to be otherwise bound by a confidentiality agreement with the Disclosing Party or any of its Representatives or to be under an obligation to the Disclosing Party or any of its Representatives not to transmit the information to the Receiving Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of

the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. Any materials or documents which have been furnished to the Receiving Party from the Disclosing Party shall be promptly returned or destroyed, at the option of the Disclosing Party, by the Receiving Party, within ten (10) days after (a) this Agreement has expired or has been terminated; or (b) a written notice is made by the Disclosing Party requesting such return or destruction. Upon such request, all copies, reproductions, compilations, summaries, analyses, or other documents containing or reflecting the Receiving Party's or its Representatives' use of the Confidential Information will be destroyed by the Receiving Party, and such destruction confirmed to the Disclosing Party in writing. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of five (5) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.

12. Indemnification

12.1. By Cotool. Cotool, as Indemnifying Party, will indemnify, defend and hold harmless Licensee and its employees (collectively, the "Licensee Indemnified Parties") from and against any and all losses arising from claims by a third party that arise out of or result from, or are alleged to arise out of or result from: (i) the Licensed Software, when used by Licensee as authorized in this Agreement, infringing a third party copyright or patent; (ii) the Licensed Software, when used by Licensee as authorized in this Agreement, misappropriating or unlawfully using a third party's trade secrets; (iii) Cotool's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (iv) gross negligence or willful misconduct by Cotool or any third party on behalf of Cotool in connection with this Agreement (collectively, "Licensee Claims"). Should any Licensed Software become, or in Cotool's opinion be likely to become, the subject of any Licensee Claim based on infringement, then Licensee will permit Cotool, at Cotool's option and expense: to procure for Licensee the right to continue using the Licensed Software; to replace or modify the Licensed Software or portion thereof to be non-infringing; or to take any other action reasonably deemed advisable by Cotool related to such alleged infringement. In the event none of these remedies is available and/or practical, Cotool may, in its sole discretion, terminate the license and return to Licensee the license fees paid for the infringing licensed copies with respect to the then-current Authorized Period, reduced on a prorated basis for each month the Licensed Software is used during the Authorized Period. Cotool shall have no obligation to indemnify or reimburse any Licensee Indemnified Party with respect to any Licensee Claim based upon infringement to the extent arising from: (a) use of any Licensed Software in combination with any products or services other than those provided or approved by Cotool to Licensee under this Agreement; (b) modification of the Licensed Software after delivery by Cotool to Licensee, except for such modifications performed by or expressly approved in writing by Cotool; (c) use of any version of the Licensed Software other than the most current version made available by Cotool to Licensee hereunder; (d) the failure of any Indemnified Party to use any Updates, corrections or enhancements to the Licensed Software that are made available by Cotool to Licensee hereunder; or (e) detailed, non-discretionary designs or specifications provided to Cotool by any Indemnified Party that necessarily caused such infringement. Licensee agrees to reimburse Cotool for any and all damages, losses, costs and expenses incurred as a result of any of the foregoing actions.

12.2. By Licensee. Licensee, as Indemnifying Party, will indemnify, defend and hold harmless Cotool and its employees (collectively, the "Cotool Indemnified Parties") from and against any and all losses arising from claims by a third party that arise out of or result from, or are alleged to arise out of or result from: (i) Customer Data and Customer Personal Data (each as defined in Exhibit B), including any processing of such data by or on behalf of Cotool in accordance with this Agreement; (ii) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Licensee, including Cotool's compliance with any specifications or directions provided by or on behalf of Licensee to the extent prepared without any contribution by Cotool; (iii) Licensee's breach of any of its representations, covenants, or obligations under this Agreement; or (iv) gross negligence or willful misconduct by Licensee or any third party on behalf of Licensee in connection with this Agreement (collectively, "Cotool Claims").

12.3. Indemnification Procedures. The Indemnified Party's right to indemnification is conditioned upon the following: prompt written notice to the Indemnifying Party of any claim for which indemnity is sought pursuant to this Agreement; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim by

the Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's sole expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment that makes any admissions in the Indemnified Party's name or imposes any liability upon the Indemnified Party.

12.4. General Limitations. Notwithstanding the foregoing provisions, a Party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by any Indemnified Party voluntarily, and without the Indemnifying Party's prior written consent, to settle a claim. Subject to the maximum liability set forth in Section 10.2, the provisions of this Section 12 constitute the entire understanding of the Parties regarding liability for Infringement Claims (including related claims for breach of warranty if any) and sole obligation to indemnify and reimburse any Indemnified Party. For the avoidance of doubt, the indemnification obligations set forth in Exhibit B (including Section 8 of the Data Processing Agreement) are likewise subject to the limitations of liability in Section 10.

13. Data Protection.

13.1. Data Processing Agreement. To the extent Cotool processes Personal Data (as defined in Exhibit B) contained in Customer Data on behalf of Licensee in connection with the Licensed Software, M&S, or Managed Services, such processing is governed by the Data Processing Agreement attached as Exhibit B and incorporated into this Agreement by reference. For the purposes of Exhibit B, references to "Customer" mean Licensee, references to "the Agreement" mean this Agreement, and references to the "Service(s)" mean the Licensed Software, M&S, and Managed Services provided under this Agreement.

13.2. Precedence. Exhibit B governs the parties' respective rights and obligations with respect to the processing of Personal Data. In the event of a conflict between Exhibit B and the remainder of this Agreement with respect to the processing of Personal Data, Exhibit B shall control to the extent of the conflict, except with respect to limitations of liability, which are addressed in Section 10.

14. Miscellaneous.

14.1. On-Site Precautions. Each party shall take all reasonable precautions to ensure the health and safety of the other party's personnel while they are working at the other party's premises. Each party shall indemnify the other in the event that any employee of the other party suffers personal injury or death as a result of the negligent act or omission of the first party.

14.2. Publicity. Licensee hereby grants Cotool the right to identify Licensee as a Cotool customer, and use Licensee's name, mark, and/or logo on Cotool's website and/or in Cotool's marketing materials with respect to the same. In addition, Licensee agrees to participate in certain publicity activity, such as a case study or customer quote as may be described in the corresponding Order Form.

14.3. Notices. All notices, summons and communications related to this Agreement and sent by either party hereto to the other shall be written in English and sent by electronic mail with respect to Cotool to legal@cotool.ai and with respect to Licensee to Licensee's "Email for Notices" supplied below.

14.4. Assignment. Licensee shall not transfer or assign this Agreement or any of its rights or obligations hereunder, the Licensed Software or any component thereof, or any other materials provided hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of Cotool, which consent may be withheld for any reason whatsoever, as determined by Cotool in its sole discretion. Any purported assignment or transfer by Licensee without Cotool's prior written consent shall be void and of no effect. Cotool may freely assign this Agreement, or delegate obligations under this Agreement, without the prior written consent of Licensee. Subject to the foregoing, any permitted assignment or transfer of

or under this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the assigning or transferring party hereto.

14.5. Survival. Sections 1, 2.2, 4, 6, 8.2, 9.4, 10, 11, 12, 13, and 14 shall survive the expiration or termination of this Agreement, or any default under or rejection in bankruptcy of this Agreement by Licensee.

14.6. Governing Law; Jurisdiction. This Agreement and all matters relating to this Agreement shall be construed in accordance with and controlled by the laws of the State of California, without reference to its conflict of law principles. The parties agree to submit to the non-exclusive jurisdiction and venue of the courts located in San Francisco, California and hereby waive any objections to the jurisdiction and venue of such courts.

14.7. No Agency; Independent Contractors. In connection with this Agreement each party is an independent contractor and as such will not have any authority to bind or commit the other. Furthermore, neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

14.8. Export Control; Compliance with Laws.

(a) **Export Control.** The Licensed Software and all other technical information delivered hereunder (collectively, "**Technical Data**") include technology and software and are subject to the export control laws and regulations of the United States ("**U.S.**"). Licensee agrees not to export, re-export or otherwise release any Licensed Software outside of the U.S. and to abide by such laws and regulations as to which Cotool may notify Licensee from time to time. Licensee further acknowledges and agrees that the Technical Data may also be subject to the export laws and regulations of the country in which the products are received, and that Licensee will abide by such laws and regulations.

(b) **Compliance with Laws.** Licensee shall comply with all applicable laws and regulations in its use of any Licensed Software, including without limitation the unlawful gathering or collecting, or assisting in the gathering or collecting of information in violation of any privacy laws or regulations. Licensee shall, at its own expense, defend, indemnify and hold harmless Cotool from and against any and all claims, losses, liabilities, damages, judgments, government or federal sanctions, costs and expenses (including attorneys' fees) incurred by Cotool arising from any claim or assertion by any third party of violation of privacy laws or regulations by Licensee or any of its agents, officers, directors or employees.

14.9. Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this Agreement (except payment obligations) during any period in which such party cannot perform due to fire, earthquake, flood, any other natural disaster, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, war, embargo, riot, civil disturbance, act of public enemy, act of nature, the intervention of any government authority, any failure or delay of any transportation, power, or for any other similar cause beyond either party's control. In the case of failure to perform, the failing party shall promptly notify the other party in writing of the reason for and the likely duration of the failure. The performance of the failing party's obligations shall be suspended during the period that the cause persists, and each party shall use commercially reasonable efforts to avoid the effect of that cause.

14.10. Severability and Waiver. To the extent that any term, condition or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable under applicable law, then such term, condition or provision shall be deemed amended only to the extent necessary to render such term, condition or provision enforceable under applicable law, preserving to the fullest extent possible the intent and agreements of the parties set forth herein; in the event that such term, condition or provision cannot be so amended as to be enforceable under applicable law, then such term, condition or provision shall be deemed excluded from this Agreement and the other terms, conditions and provisions hereof shall remain in full force and effect as if such unenforceable term, condition or provision had not been included herein. The failure of a party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

14.11. Entire Agreement; Amendment. This Agreement, the Order Form, and any Exhibits referred to herein embody the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the

subject matter hereof. It shall not be modified except by a written agreement signed on behalf of Licensee and Cotool by their respective duly authorized representatives. Licensee acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. It is expressly agreed that the terms of this Agreement, the Order Form, and its Exhibits shall supersede the terms in any purchase order or other ordering document.

14.12. Exhibits. Each Exhibit to this Agreement shall be governed by the terms of this Agreement and the terms set forth therein. In the event of any inconsistency between the terms of this Agreement and the terms of the Exhibit, the terms of the Exhibit shall govern that Exhibit except as otherwise stated therein.

14.13. Headings. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

COTOOL INC.

By:

Name:

Title:

Date:

LICENSEE

By:

Name:

Title:

Date:

Email for Notices:

Exhibit A

Maintenance and Support for the Licensed Software

- 1. Access to Cotool.** Cotool will provide Licensee with telephone and email support, Monday through Friday, from 8:00 a.m. to 6:00 p.m. Pacific Time (excluding US Federal holidays).
- 2. Updates.** For so long as Licensee is timely in the performance of its obligations under this Agreement and these M&S terms, and has paid to Cotool the corresponding Fees, Cotool shall provide Licensee with access to Updates of the Licensed Software.
- 3. Request for Problem Resolution.** All requests by Licensee for Error resolution will be logged after which Cotool will perform an initial diagnosis and determine as far as reasonably practical the source of any problem which may have led to the support request. All response and resolution times shall commence at the beginning of the next business day for requests for problem resolution that are logged during non-business hours.
- 4. Bug Fixing.** Cotool will investigate incident reports concerning suspected problems with Licensed Software provided that (a) Licensee sends Cotool a written report, which includes evidence of the suspected Error, and (b) the incident can be reproduced or reasonably confirmed by Cotool. Cotool will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Licensee to use the Licensed Software. Should an Error not be resolved quickly or for bugs that require further investigation, the procedures set forth in Section 5 of this exhibit shall apply.
- 5. Escalation Procedures.** With regard to Errors submitted to Escalation Procedures, an action plan will be developed by the Cotool support team and communicated to Licensee. An Error will not be considered resolved until one of the following activities has been completed:
 - (a)** a resolution to the Error is obtained to Licensee's reasonable satisfaction;
 - (b)** a computer software code change in the form of a patch, workaround or a new revision that corrects the Error has been delivered to Licensee; or
 - (c)** an engineering commitment is made to correct the Error in a future release of the Licensed Software.
- 6. Excluded Services.** Cotool shall not be obligated to fix any Error or problem:
 - (a)** where the Licensed Software is not used for its intended purpose; or
 - (b)** where the Licensed Software has been altered, damaged, modified or incorporated into other software in a manner not approved by Cotool; or
 - (c)** which is caused by Licensee's or a third party's software or equipment or by Licensee's negligence, abuse, misapplication, or use of the Licensed Software other than as specified in the Order Form.
- 7. Installation of Updates and Delivery of Usage Logs.** Licensee acknowledges that periodic Updates and transfer of usage logs to Cotool are necessary to maintain optimal performance of the License Software. Licensee consents and hereby authorizes Cotool to install the Licensed Software, including any necessary third-party software, on Licensee's behalf as Licensee's agent. To facilitate the automatic installation of periodic Updates and the transfer of usage logs, the Licensed Software is configured to allow for the automatic transfer of usage logs and installation of Updates. Licensee consents to Cotool's use of Licensee's usage logs for purposes of improving the features, functions and performance of the Licensed Software (including New Versions) and M&S.
- 8. Term; Termination.** Subject to the terms and conditions set forth in this exhibit and the Agreement, and payment by Licensee of the corresponding Fees, M&S shall be provided to Licensee during the Authorized Period.
- 9. Fees.** In consideration of Cotool's provision of M&S as set forth above, Licensee agrees to pay to Cotool the applicable fees set forth on the Order Form.

10. End of Life Policy. Licensee acknowledges that new features may be added to the Licensed Software based on market demand and technological innovation. Accordingly, as Cotool develops enhanced versions of the Licensed Software, Cotool may cease to maintain and support older versions. Cotool will use commercially reasonable efforts to notify Licensee of a Licensed Software undergoing the transition from supported to unsupported status at least six (6) months in advance of a Licensed Software's end of life ("**EOL**"). A time schedule for the termination of support will be provided on a product-by-product basis. After the six (6) month EOL notification period, Cotool will continue to offer Licensee the option of obtaining technical support at the then-current maintenance price for the discontinued product or version for a maximum period of one (1) year. Maintenance for discontinued products during a transitional support period shall include patches only for critical bug fixes and shall not include the addition of any new features, functionality, enhancements or improvements.

11. Definitions

- 11.1. "Error"** means an incident that investigation reveals is caused by the Licensed Software's failure to perform materially in accordance with the specifications. An incident will not be classified as an Error if (a) the relevant Licensed Software is not used for its intended purpose; (b) the incident is caused by Licensee's or a third party's software or equipment (except to the extent Cotool has incorporated or packaged such third party's software or equipment in or with the Licensed Software); or (c) the version of the Licensed Software on which the Error has purportedly occurred is not the most current version of such Licensed Software made available to Licensee under this Agreement.
- 11.2. "New Version"** means a release of a Licensed Software product or component thereof that implements a fundamental change in the software system philosophy and/or the software architecture, as determined by Cotool in its sole discretion, typically identified by a change in the digit to the left of the decimal point of the product numbering convention (x.x) (e.g., Product 3.0 to Product 4.0).
- 11.3. "Update"** means a change to the current version of a Licensed Software product or a component thereof that does not constitute a New Version, as determined by Cotool in its sole discretion. An Update may include, without limitation, bug fixes, enhancements to the capability of an already partially supported feature or changes in the number, type, and/or specification of the supported platform(s), and is typically identified by a change in the digit to the right of the decimal point of the product numbering convention (x.x) (e.g., Product 3.1 to Product 3.2).
- 11.4. "Upgrade"** means a migration by an existing licensee to a New Version.

Exhibit B

Data Processing Agreement

Interpretation of this Exhibit B. This Exhibit B reproduces Cotool's standalone Data Processing Agreement. Within this Exhibit B: (i) "Customer" means the Licensee identified in the Master Subscription Agreement to which this Exhibit is attached; (ii) "the Agreement" means that Master Subscription Agreement; (iii) the "Service(s)" means the Licensed Software, M&S, and Managed Services provided thereunder; and (iv) all internal references within this Exhibit B to "Exhibit A," "Exhibit B," "Annex I," and "Annex II" refer to the schedules of this Data Processing Agreement, not to the Exhibits of the Master Subscription Agreement.

This Data Processing Agreement made and entered into as of the above date (the "**Effective Date**") consists of the terms and conditions set forth below, and in the Standard Contractual Clauses (as defined below) (the "**DPA**") that defines how Cotool Inc ("**Cotool**") and _____ ("**Customer**") agree to treat personal data (as defined below) that is contained in Customer Data.

1. Definitions.

1.1. "Agreement" means, as applicable, the Cotool commercial agreement, or similar commercial agreement by and between Cotool and Customer with respect to Services.

1.2. "Applicable Privacy Law" means any privacy and/or data protection laws, regulations and binding guidance that apply to the Processing of Customer Data under the Agreement, or to the privacy of electronic communications, including, to the extent applicable, (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), (ii) the EU e-Privacy Directive (Directive 2002/58/EC), (iii) in respect of the United Kingdom the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"), (iv) the Swiss Federal Data Protection Act ("**Swiss Data Protection Act**"), (v) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("**CCPA**"), (vi) other applicable U.S. state privacy laws; and, (vii) any legislation or regulations implementing, replacing, amending or made pursuant to such laws (in each case as may be amended or superseded from time to time).

1.3. "Controller" means the entity which, alone or jointly with others, determines the purposes and means of processing Personal Data.

1.4. "Customer Data" means any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service.

1.5. "Customer Personal Data" means the personal data that is contained in Customer Data.

1.6. "Data Subject" has the meaning given to it in the Applicable Privacy Law.

1.7. "EU Standard Contractual Clauses" (or "**Standard Contractual Clauses**") means the standard contractual clauses annexed to Commission Implementing Decision (EU) (2021/914) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council. This term also includes any subsequent version thereof released by the European Commission. In the event any subsequent version of such clauses is released that is applicable to the Services, the Parties agree that the then-current version of the clauses will apply, in which case any references in this DPA to specific clauses in the clauses shall be deemed to refer to equivalent clauses in the then-current version of the clauses, regardless of their enumeration.

1.8. "European Economic Area" or "EEA" means the Member States of the European Union together with Iceland, Norway and Liechtenstein.

1.9. "Cotool Policy and Privacy Guidelines" means the security standards attached to, and incorporated into, this DPA as Exhibit A.

1.10. "Personal Data" has the meaning given to it in the Applicable Privacy Law.

1.11. **"Processing"** has the meaning given to it in the Applicable Privacy Law, and **"process"** will be interpreted accordingly.

1.12. **"Processor"** means the entity that processes Personal Data on behalf of a Data Controller.

1.13. **"Security Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Cotool on behalf of Customer in connection with the Services.

1.14. **"Service"** means the Cotool services received by Customer as set forth in the corresponding ordering document agreed to in writing by Cotool.

1.15. **"Subprocessor List"** means the list of subprocessors currently authorised by Cotool to process Customer Personal Data available at the following URL: <https://cotool.ai/subprocessors>.

1.16. **"Third Country"** means any country, organization or territory not acknowledged by the European Commission or the government of the United Kingdom, as applicable, to assure an adequate level of protection for Personal Data.

2. **Scope and Application.** This DPA shall apply when Customer Personal Data is transferred to Cotool from any Customer or Customer's affiliates who are subject to the Applicable Privacy Law. In this context, Customer may act as "controller" and Cotool may act as "processor" respectively with respect to the Customer Personal Data. Customer shall act as the "data exporter" and Cotool shall act as the "data importer" for the purposes of the Standard Contractual Clauses.

3. **Data Processing.**

3.1. **Instructions for Data Processing.** Cotool will process Customer Personal Data in accordance with Customer's lawful written instructions and in compliance with the Agreement. Cotool will not process, retain, use, or disclose Customer Personal Data for any purpose outside of the Parties' business relationship, or in a way that does not comply with this DPA or Applicable Privacy Law, and will not combine Customer Personal Data with personal information obtained outside of this DPA except as permitted by Applicable Privacy Law. Notwithstanding anything to the contrary herein, Cotool may also process Customer Personal Data to improve the quality of its Services, develop future products and services, and to perform analytics; provided, however, that it shall not share such Customer Personal Data with, or use such Customer Personal Data to provide its Services to, any third party. Processing outside of the scope of the Agreement will require the prior written agreement of the Parties and additional instructions for processing.

3.2. **Required Consents.** Where required by Applicable Privacy Law, Customer represents and warrants that it has obtained and/or will obtain all necessary consents and permissions required for the transfer of Customer Personal Data to, and processing of Customer Personal Data by, Cotool in accordance with the Agreement.

3.3. **Compliance with Laws.** Each Party will comply with all applicable laws, rules, and regulations (including all applicable data protection law) in its performance of this DPA.

3.4. **Data Exports.** Customer represents and warrants that it has first obtained all necessary consents under Applicable Privacy Law with respect to the processing or transfer of Customer Personal Data originating from inside the EEA.

4. **Security Responsibilities of Cotool.**

4.1. **Security Measures.** Cotool shall implement and maintain appropriate technical and organizational security measures designed to protect and preserve the security, integrity and confidentiality of the Customer Personal Data described in the Cotool Policy and Privacy Guidelines.

4.2. **Cotool Personnel.** Cotool shall restrict access by its personnel to Customer Personal Data (i) to only those personnel who need to access the Customer Personal Data in order to provide the Service; and (ii) as set out in the Cotool Policy and Privacy Guidelines.

4.3. Records. Cotool shall maintain relevant records with respect to Cotool's information security practices, and shall provide copies of such records as reasonably requested by Customer in writing to verify Cotool's compliance with this DPA.

4.4. Audit by Customer. Customer (or its third party independent auditors) may audit Cotool's compliance with the security measures set out in the Cotool Policy and Privacy Guidelines. Any such audit: (i) will be subject to Customer giving reasonable prior written notice to Cotool; (ii) will be performed at Customer's sole expense; and (iii) will be carried out by Customer in such a way as to mitigate any disruption to Cotool's business. For the avoidance of any doubt, Customer may conduct onsite audits of Cotool only to the extent that such rights are required by Applicable Data Privacy Laws such as GDPR (or UK GDPR) Article 28.

4.5. Security Breach Notification. If Cotool becomes aware of any Security Breach, then Cotool shall notify Customer of such access without undue delay and provide to Customer timely information and cooperation, as Customer may be required to address Customer's reporting obligations under the Applicable Privacy Law. Any such notification shall not be construed as an acknowledgement by Cotool of any fault or liability with respect to the unauthorised access.

5. Subprocessors.

5.1. Authorised Subprocessors. Customer agrees that Cotool may use subprocessors to fulfil its obligations under the Agreement. The current subprocessor list Cotool published on the Cotool website at the following URL: <https://cotool.ai/subprocessors>. Customer hereby consents to Cotool's use of subprocessors as described in this Section 5. Before Cotool authorises any new subprocessor to process Customer Personal Data, Cotool will update the published subprocessor list or will otherwise notify Customer in writing of the identity of any new subprocessor. Customer may object in writing to the use of any new subprocessor within fifteen (15) days of the publishing of a new subprocessor list, provided that the written objection includes reasonable grounds based on data privacy or security. If Cotool elects to use any new subprocessor Customer previously objected to pursuant to this Section 5, Customer may terminate the Agreement by providing Cotool written notice of termination prior to the date Cotool begins to use such subprocessor.

5.2. Subprocessor Obligations. Where Cotool authorises a subprocessor to process Customer Personal Data as described in this Section 5, Cotool will enter into a written agreement with each such subprocessor that contains provisions that are consistent to those contained in this DPA. Except as set forth in this DPA or as otherwise authorised in writing by Customer, Cotool will not permit any subprocessors to process Customer Personal Data.

6. Cooperation.

6.1. Cotool shall notify Customer of any requests received directly by Cotool from data subjects and shall provide to Customer such reasonable assistance as is required for Customer to comply with such data subject requests. Cotool shall only respond directly to such data subject requests on receiving Customer's written request and consent, provided that (to the extent permitted by Applicable Privacy Law) Customer shall be responsible for all reasonable costs arising from Cotool's provision of such assistance.

6.2. To the extent required under Article 28(3) GDPR, Cotool will assist Customer to comply with Articles 35 & 36 GDPR; in particular, Cotool will promptly notify Customer if it believes that its processing of Customer Personal Data is likely to result in a high risk to the privacy rights of data subjects, and upon reasonable request, will assist Customer to carry out data protection impact assessments and to consult where necessary with data protection authorities.

6.3. Following Customer's written request, Cotool shall destroy or return to Customer all Customer Personal Data in its possession. This requirement shall not apply to the extent that Cotool is required by any applicable law to retain some or all of the Customer Personal Data, in which case, Cotool shall use reasonable efforts to isolate and protect the Customer Personal Data from any further processing except to the extent required by such law.

7. Restricted Personal Data Transfers. Cotool may only transfer Customer Personal Data from one jurisdiction to another jurisdiction ("**Restricted Transfers**") subject to ensuring such transfer: (i) complies with this DPA and Applicable Privacy Law; and, (ii) will not cause Customer to be in breach of this DPA or Applicable Privacy Law. For any Restricted Transfers of Personal Data, the Parties hereby agree to the below rights and obligations.

7.1. European Economic Area. In respect of EU Personal Data, the EU Standard Contractual Clauses are adopted by the Parties, as modified, and are incorporated herein.

- apply.
- (a) Customer is acting as a Controller, and Cotool is acting as a Processor. Thus, Module Two will apply.
 - (b) In Clause 7 (Docking clause), the optional docking clause will apply.
 - (c) In Clause 9 (Use of sub-processors), Option 2 will apply and the time period for prior notice of Subprocessor change shall be set out in Section 5 of this DPA.
 - (d) In Clause 11 (Redress), the optional language shall not apply.
 - (e) In Clause 17 (Governing Law), Option 1 applies, and the member state is Ireland.
 - (f) In Clause 18 (Choice of Forum and Jurisdiction), the member state will be Ireland.
 - (g) Annex I is completed as set out in Annex 1 hereto.
 - (h) Annex II is completed as set out in Annex 2 hereto.

7.2 United Kingdom. In respect of UK Personal Data, EU Standard Contractual Clauses with the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>) (the “**UK Addendum**”) are adopted and appended by the Parties, as modified, and are incorporated herein. For purposes of the UK Addendum, as permitted by clause 17 of the UK Addendum, the Parties agree to change the format of the information set out in Part 1 of the UK Addendum so that:

- (a) The details of the parties in Table 1 of the UK Addendum shall be as set out in Annex 1 hereto, with Customer as the exporter and Cotool as the importer (with no requirement for signature). By signing this DPA, the exporter and importer will be deemed to have signed the UK Addendum.
- (b) for the purposes of Table 2, the UK Addendum shall be appended to the EU Standard Contractual Clauses as modified and including the Annexes.
- (c) the appendix information listed in Table 3 is set out in the Annexes of this DPA.
- (d) either Party may end the UK Addendum as set out in Section 19 of the UK Addendum.

8. Indemnification. Cotool agrees to indemnify, keep indemnified, and defend at its own expense the Customer against all third party costs, claims, damages, or expenses incurred by the Customer or for which the Customer may become liable due to any failure by Cotool or its employees, subcontractors, or agents to comply with any of its obligations under this DPA or Applicable Privacy Law.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. Each Party’s total liability for all claims arising under this Exhibit B, whether in contract, tort or otherwise, is subject to, and counts toward, the limitations of liability set forth in Section 10 of the Agreement, including the Excluded-Claims super-cap of \$500,000 in Section 10.2 applicable to a Security Breach caused by Cotool.

10. General.

10.1. Termination. This DPA will terminate automatically upon termination of the Agreement.

10.2. Conflict. In the event of a conflict between the Agreement (other than this DPA) and this DPA, the terms of this DPA will take precedence to the extent of the conflict. In the event of a conflict between the Standard Contractual Clauses and the remaining terms of this DPA, the Standard Contractual Clauses will take precedence to the extent of the

conflict. Nothing in this DPA impermissibly modifies the Standard Contractual Clauses or affects any third party's rights under the Standard Contractual Clauses.

The parties execute this Data Processing Agreement by executing the Master Subscription Agreement to which it is attached; no separate signature is required.

Exhibit A to the Data Processing Agreement

Cotool Policy and Privacy Guidelines

1. **SUBPROCESSORS.** Refer to subprocess list at the following URL: <https://cotool.ai/subprocessors>

2. **TECHNICAL MEASURES.** Cotool information security program includes safeguards that help protect your data as it is processed and stored by the service. Information about these safeguards is organized based on the following categories.

3. **AUTHENTICATION AND AUTHORIZATION.**

3.1. **Employee Account Assignment.** We assign individual named user accounts to employees who access Cotool's systems and devices. These assignments help us monitor and enforce accountability of employee activity.

3.2. **Employee-Level Privileges.** Our systems and devices enforce user roles or similar measures to control the extent of access we grant employees. Cotool employs the least privilege principle, ensuring that employees have the minimum permissions assigned to their accounts necessary to perform their work.

3.3. **Multi-Factor Authentication.** We enforce multi-factor authentication to better secure our computing resources from unauthorized logins.

4. **APPLICATION SECURITY**

4.1. **Secure Software Development.** We provide training and resources to Cotool developers to help identify and prevent common software vulnerabilities, including the OWASP Top 10. Developer code undergoes peer review prior to deployment, and internal security engineers review and analyze code for software components with higher potential security risk. More importantly, we prioritize building security libraries and primitives that help developers avoid writing vulnerable software in the first place. Cotool also employs tooling to identify vulnerabilities in third-party software libraries and static analysis scans of the codebase on an ongoing basis.

4.2. **Third-Party Security Review.** Third-Party Security Review: Trusted and highly regarded third-party security firms assess Cotool's infrastructure and/or web application annually.

5. **NETWORK AND INFRASTRUCTURE SECURITY**

5.1. **Infrastructure Security Reviews.** We regularly perform vulnerability scans and third-party penetration tests on our infrastructure. We review and address findings from these activities to help maintain and improve our security posture.

5.2. **Configuration Standards.** We follow a rigorous security baseline configuration to maintain secure systems and infrastructure which includes removal of insecure default settings and minimal service exposure. These configurations are applied and enforced through code deployment requiring peer-review.

5.3. **Vulnerability And Patch Management.** To maintain awareness of potential security vulnerabilities, Cotool utilizes vulnerability management software, monitors public and private distribution lists, as well as reports submitted through our coordinated disclosure process. We prioritize patching of known vulnerabilities based on the severity of the issue and we deploy vendor-provided patches on a regular basis.

6. ENCRYPTION

6.1. Secure Data Transmission. All data is securely transferred between users and the Cotool system via TLS v1.2 or greater.

6.2. Encryption Key Management And Security. We leverage Google's Key Management Service to secure and store private keys throughout their lifecycle.

7. DATA CENTER AND PHYSICAL SECURITY

7.1. Office Physical Security. Cotool has physical offices located in San Francisco and Redwood City, California. Access to the Cotool offices requires an authorized access badge. Only authorized individuals (e.g., employees and building management) are allowed to access the Cotool office. When an employee terminates employment, their badge to the Cotool office is collected and/or remotely disabled. Cotool also has security cameras in the office space, pointed at the door, recording all individuals' entry into and exit from the office.

7.2. Data Center Security And Safeguards. Cotool runs entirely on Google's Cloud Platform. Our physical controls are met by Google's compliance and regulatory requirements available here: <https://cloud.google.com/security/compliance>. Google is certified in a medley of requirements that include explicit physical security and environmental controls and these controls are inherited by our infrastructure.

8. BUSINESS CONTINUITY AND OPERATIONAL RESILIENCE

8.1. Service Availability And Failover. Since we run entirely on Google's Cloud Platform, we can leverage the massively scaled architecture implemented by Google to maintain high availability and, in the event of an outage, quickly failover to a separate availability zone on Google's Cloud Platform.

8.2. Service Monitoring. We monitor multiple internal and external reporting channels to detect service-related issues. On-call personnel are available 24x7x365 to confirm and respond to disruptions of the Cotool service.

8.3. Communication And Reporting. We update impacted customers using various communication methods depending on an incident's scope and severity.

9. SECURITY INCIDENT MANAGEMENT

9.1. Incident Response Plan. We maintain a formal incident response plan with established roles and responsibilities, communication protocols, and response procedures. We review and update this plan periodically to adapt it to evolving threats and risks to the Cotool service.

9.2. Incident Response Team. Representatives from key departments help address security-related incidents we discover. These personnel coordinate the investigation and resolution of incidents, as well as communication with external contacts as needed.

9.3. Breach Notification. Cotool will notify affected customers within 72 hours of validating an unauthorized disclosure of customer confidential information.

10. LOGGING AND MONITORING

10.1. Log Analysis. Cotool uses advanced tools to monitor and log traffic and detect and alert on suspicious activity which could potentially lead to security or availability incidents. The tools monitor in real time, but also store all logs for a minimum of 90 days, providing the ability to perform forensic research if necessary. Additionally, tools are configured to send notifications to security staff members when an event requiring attention occurs.

10.2. Change And Configuration Monitoring. Cotool follows a defined development policy for making changes to the system used to support the services provided to their clients. The policy is designed to mitigate the risks of corrupted or destroyed information; degraded or disrupted computer performance; productivity loss; introduction of new vulnerabilities, configuration errors, and software bugs in infrastructure and code; and exposure to reputational risk.

Cotool uses a software development platform to manage and record activities related to the change management process. The tool enforces version control and is used to document control points within the change management process. So that a structured change management process is followed, Cotool has created separate environments for development, staging, and production. The ability to implement changes into the production environment is limited to only those individuals who require it as part of their job function.

10.3. Intrusion Detection. Cotool centralizes all security relevant logs in a SIEM platform and utilizes dozens of custom and off the shelf detections to identify suspicious or malicious activity. For production/GCP projects, we use a CNAPP provider which includes detection of overly exposed assets, threat detections, as well as few additional categories of detection rulesets.

11. CLOUD INFRASTRUCTURE SECURITY AND COMPLIANCE PROGRAM

11.1. Data Center And Physical Security. Cotool relies on data center space under the control of the cloud infrastructure providers. These providers may have physical access to assets that contain data from Cotool services. As part of our third-party security review process, we confirm that these providers maintain appropriate physical security measures to protect their data center facilities.

11.2. Business Continuity And Operational Resilience. We deploy cloud-hosted products to infrastructure with multiple regions and zones. If failure of a service occurs within a single availability zone, Cotool will attempt to use cloud nodes in another zone.

11.3. Encryption. Cotool leverages in-transit and at-rest encryption to help secure data sent between Cotool, our customers, and the cloud infrastructure provider or to secure data that resides on cloud infrastructure. Because we use at-rest encryption features offered by infrastructure providers, those providers may also hold the private encryption keys. As part of our third-party security review process, we confirm that these providers maintain secure encryption key management processes.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: The entity identified as “Customer” in the DPA.

Address: The address for Customer specified in the Agreement.

Contact person’s name, position and contact details: The contact details associated with Customer’s account, or as otherwise specified in the Agreement.

Activities relevant to the data transferred under these Clauses: Information security data analysis and protection. Scanning for sensitive and suspicious indicators, security incident response, secure data warehousing, and any other processing required to provide the Services as set forth in the Agreement.

Signature and date: By signing this DPA and using the Cotool services to transfer Customer Personal Data to Third Countries, the data exporter will be deemed to have signed this Annex.

10.3. Role (controller / processor): Controller

Data importer(s):

Name: “Cotool” as identified in the DPA.

Address: The address for Cotool specified in the Agreement.

Contact person’s name, position and contact details: The contact details for Cotool specified in the Agreement.

Activities relevant to the data transferred under these Clauses:

Information security data analysis and protection. Scanning for sensitive and suspicious indicators, security incident response, secure data warehousing, and any other processing required to provide the Services as set forth in the Agreement

Signature and date: By transferring Customer Personal Data to Third Countries on Customer’s instructions, the data importer will be deemed to have signed this Annex I.

Role (controller / processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Categories of data subjects include employee information associated with their authorized accounts.

Categories of personal data transferred

First name, last name, email address and IP address information of authorized users. You can find more here: <https://www.cotool.ai/privacy-policy>

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous basis as well as in accordance with Controller’s instructions.

Nature of the processing

Data Processor will process Customer Personal Data subject to the Agreement and the Addendum for the purposes of providing the Services and related technical support in accordance with the Agreement and the Addendum and otherwise in accordance with any instructions of Controller.

Purpose(s) of the data transfer and further processing

Data Processor will transfer Customer Personal Data subject to the Agreement and the Addendum for the purposes of providing the Services and related technical support in accordance with the Agreement and the Addendum and otherwise in accordance with any instructions of Controller.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The applicable term of the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Corporate messaging data and associated office application data, including without limitation first and last names and email addresses on a continuous basis, for the purposes of providing the Services and related technical support in accordance with the Agreement and the Addendum for the applicable term of the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF PERSONAL DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons

The technical and organizational measures (including the certifications held by the data importer) as well as the scope and the extent of the assistance required to respond to data subjects' requests, are described in Exhibit A to the Data Processing Agreement.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

The technical and organisational measures that the data importer will impose on sub-processors are described in Exhibit A to the Data Processing Agreement.

Exhibit B to the Data Processing Agreement

SUPPLEMENTARY MEASURES

This Exhibit B forms part of the Data Protection Agreement (“DPA”) and only applies to Cotool's Processing of Customer Personal Data that is subject to the DPA. All capitalized terms that are not expressly defined in this Exhibit B will have the meanings given to them in the Addendum or the Master Subscription Agreement. The following supplementary measures are intended to address the *Schrems II* decision.

Access to Data

All customer projects have Google Cloud Platform (GCP) Security APIs enabled and monitored by Cotool's Security Team. All systems that store or transmit customer data, including backup, are encrypted at rest (AES-256 or stronger). Cotool support staff members have limited view-only non-sensitive data access permissions to the deployment for purposes of support.

Cotool's Policy Regarding

Government and Other Third-Party Requests for Customer Personal Data

Cotool is committed to providing users with control over their own data, to securing customer data against unauthorized access, and to protecting users' privacy. In accordance with this commitment, set out below is Cotool's policy for responding to third party requests, including requests by governmental entities, for Customer Personal Data:

1. Cotool will retain and, as appropriate, consult with expert legal counsel regarding all third-party requests for customer data.
2. Cotool will seek to refer each government request promptly to the relevant customer or user so that the customer or user can respond directly.
3. If the government declines to redirect its request to the relevant customer, Cotool will provide the customer with prompt notice of the request unless it is legally prohibited from doing so.
4. If Cotool is prohibited from providing prompt notice of a request to a customer, Cotool will provide such notice as soon as the prohibition expires or is no longer in effect.
5. Upon Customer's request and subject to reasonable confidentiality measures, Cotool will, to the extent legally permitted, provide a report to customer summarizing the number and types of government requests for customer data it has received in the applicable Report Period and how it has responded to them (“Transparency Report”).
6. Cotool will assess the legality of all such requests and will comply with requests only if and to the extent it assesses that they are valid, lawful and compulsory.
7. Cotool will decline to comply with and undertake reasonable efforts to contest any request it determines is not absolutely required by applicable law, including any non-valid request under FISA 702, the CLOUD Act, or U.S. Executive Order 12333.