WEBEXPAND

SOFTWARE SUBSCRIPTION LICENSE AGREEMENT

THIS WEBEXPAND SOFTWARE SUBSCRIPTION LICENSE AGREEMENT (THE "WSSLA"), TOGETHER WITH ALL EXHIBITS AND DOCUMENTS INCORPORATED HEREIN BY REFERENCE OR ACCESSIBLE VIA HYPERLINK, SHALL APPLY TO AND FORM AN INTEGRAL PART OF ANY ORDER FORM FOR WEBEXPAND DEPLOYMENTS THAT EXPRESSLY REFERENCES THIS WSSLA. THE ORDER FORM AND THIS WSSLA ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT." THE AGREEMENT BECOMES EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE ON THE APPLICABLE ORDER FORM (THE "EFFECTIVE DATE"). THE ENTITIES IDENTIFIED IN THE ORDER FORM AS SUPPLIER AND CUSTOMER ARE EACH REFERRED TO AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES.

1 **LICENSE GRANT**

1.1 **Grant of License; Restrictions**: Supplier grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited subscription license to use the software products identified in an Order Form ("**Software**"), including the associated documentation delivered with the Software ("**Documentation**"), for the term set out in the Order Form. Customer may use the Software for its internal use subject to this Agreement and any additional terms in the applicable Order Form. Except as otherwise stated in an Order Form, Customer will not: (i) permit any third party (including an affiliate or contractor) to use the Software or maintain or operate the Software on Customer's behalf; (ii) use the Software for the benefit of any third party, including to process the data of any third party; (iii) disassemble, reverse engineer, or reverse compile the Software in whole or in part; (iv) modify, adapt, alter, or create derivative works from the Software; (v) merge the Software with other software; (vi) remove any proprietary notices from the Software or Documentation; or (vii) use the Software other than as described in the Documentation.

1.2 **Delivery and Acceptance**: The Software and Documentation will be distributed electronically. Software will be deemed accepted upon delivery of the software activation key and download instructions and any acceptance will not be revoked. Customer is responsible for installation of the Software.

1.3 **Ownership**: Supplier or its licensors owns all intellectual property rights in and to the Software, Documentation, and all related materials and all derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

2 **MAINTENANCE AND SUPPORT SERVICES**

2.1 **Maintenance and Support**: Supplier will provide the maintenance and support services specified in an Order Form in accordance with the applicable maintenance and support service description, as updated by Supplier from time to time and made available to customers at www.alfabet.com/support-policies.

3 **PAYMENT**

3.1 **Payment**: All payments (if agreed) are due and payable within 30 days of date of invoice and are non-refundable, non-cancelable, and irrevocable except as expressly stated in this Agreement. All payments shall be made without recoupment or set-off. Customer will pay all taxes and duties including, but not limited to, sales, use, rental, receipt, personal property, and other taxes (but excluding taxes based upon Supplier's income), which may be levied or assessed in connection with this Agreement. Any payment that is not paid in accordance with the terms of this Agreement will accrue interest at the rate of 1.5% per month, accruing daily from the date due (both before and after judgment) and Customer will pay all costs of collection, including reasonable legal fees and expenses.

4 **CONFIDENTIALITY**

4.1 **Confidential Information**: Each Party will have access to confidential or nonpublic information ("**Confidential Information**") of the other Party or third parties. Confidential Information disclosed is proprietary and will remain the sole property of the disclosing Party or such third parties. The Software and Documentation are Confidential Information of Supplier. Confidential Information will not include information that: (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iii) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by the recipient; or (v) is approved, in writing, for release or disclosure without restriction.

4.2 **Confidentiality Obligation**: Each Party agrees to: (i) use Confidential Information only for the purposes of this Agreement; (ii) hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information; (iv) restrict access to Confidential Information to its personnel, affiliates, agents, and contractors who need access to such Confidential Information and who have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) return or destroy all Confidential Information of the other Party upon termination or expiration of this Agreement. If the recipient is required by law or valid legal order to disclose Confidential Information, the recipient will, unless prohibited by law, give reasonable notice of such demand to allow the disclosing Party to seek a protective order or other remedy.

5 **IPR INDEMNITY**

5.1 **Indemnity**: Supplier will indemnify Customer from any third party action against Customer to the extent proximately based upon an allegation that the licensed use of the Software infringes an intellectual property right registered in a nation that is a signatory to and enforces the Paris Convention, and pay those damages or costs (including reasonable attorneys' fees) incurred by Customer related to the settlement of such action or awarded against Customer, provided that Customer: (i) promptly notifies Supplier of any such action; (ii) gives Supplier full authority, information, and assistance to defend such claim; and (iii) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

5.2 **Exceptions**: Supplier will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Software that was modified by anyone other than Supplier; (ii) use of other than the then-current release of the Software, if the infringement could have been avoided by use of the then-current release and such release was made available to Customer; (iii) use of the Software in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim; (iv) use of Software in a manner inconsistent with its Documentation; or (v) use of Software other than as expressly authorized in this Agreement.

5.3 **Remedy**: If Supplier determines that the Software is likely to be the subject of a claim of infringement, Supplier may, in its sole discretion: (i) replace or modify the Software; (ii) procure the right for Customer to continue using the Software; or (iii) terminate the license to the Software and refund to Customer a pro-rated portion of the applicable unused subscription fees. This section 'Infringement Indemnity' state Supplier's exclusive liability and Customer's exclusive remedy regarding any claim of intellectual property infringement by the Software or any materials or services provided under this Agreement.

6 **WARRANTY DISCLAIMER**

6.1 **Warranty Disclaimer**: The Customer acknowledges that the Software is provided "as is" without any warranty whatsoever solely for the Customer's evaluation. THE SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7 **LIMITATION OF LIABILITY**

7.1 **Limitation of Liability:** TO THE EXTENT PERMITTED BY LAW NEITHER SUPPLIER, ITS SUBSIDIARIES OR AFFILIATES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8   TERMINATION

8.1   **Termination**: A breach of any term of this Agreement will be considered a default. Supplier may terminate this Agreement by written notice, if Customer (i) fails to cure any default of this Agreement no later than 30 days after receipt of written notice from Supplier of such default or (ii) is subject to a bankruptcy proceeding that is not dismissed within 60 days. Upon any termination of this Agreement, all amounts owed to Supplier under this Agreement are immediately due and payable, all license rights immediately cease to exist, and Customer will discontinue all use of the Software. Customer will delete the Software and all copies and related materials no later than 10 days after the date of termination (and, upon request, certify such destruction to Supplier). The provisions of this section and sections 'Ownership', 'Confidentiality', 'Infringement Indemnity', 'Limitation of Liability', and 'Governing Law' will remain in full force and effect, notwithstanding any termination or expiration of this Agreement or any license granted under this Agreement.

9   DATA PROTECTION

9.1   **No Processing of GDPR Personal Data**: The Customer represents and warrants to the Supplier that it does not process personal data as defined under Art. 4 GDPR ("**GDPR-relevant personal data**") which is subject to General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), and GDPR-relevant personal data will not be provided to the Supplier under this Agreement. Customer shall inform Supplier promptly should it become necessary to transmit or grant access to GDPR-relevant personal data, so that the parties will be able to discuss and agree on a contract for data processing in accordance with GDPR requirements. Customer acknowledges and agrees that unless and until such a contract is entered into between the parties, Supplier shall not be responsible for any non-compliance with the GDPR. Customer shall indemnify the Supplier in full against any claims by third parties (including data protection supervisory authorities) arising from Customer's breach of this clause.

10   AI COMPONENTS AND GENERATED CONTENT

10.1   **AI Generated Content**: The Software may include components that utilize artificial intelligence ("**AI**") to generate content ("**AI Generated Content**") either from user inputs or contextual information derived from content provided by the Customer. The AI Generated Content is provided "as is" and without any warranty of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Supplier makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of the AI Generated Content and shall not be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages, arising out of or in connection with the use of the AI Generated Content.

10.2   **Role as Integrator**: For the purposes of the AI Act, the Supplier acts solely as an integrator of AI components and does not develop or modify the underlying AI technologies. The Supplier's role is limited to integrating these components into the Software.

10.3   **Data Processing**: AI Generated Content will require that content provided by the Customer be transmitted to and temporarily stored and processed in alternative third party locations. The Supplier shall take reasonable measures to ensure the security and confidentiality of such data during such processing and such data shall not be used to train, develop or improve any AI models without the Customer's explicit consent. The Customer further represents and warrants that the user inputs when using AI components do not contain any personal data as defined under Art. 4 GDPR. Customer shall indemnify the Supplier in full against any claims by third parties (including data protection supervisory authorities) arising from Customer's failure to comply with this clause.

10.4   **Explicit Consent**: By using the AI-Generated Content, the Customer acknowledges and agrees to the terms of this clause as well as the relevant terms of the respective AI provider (https://aws.amazon.com/service-terms/ for AWS/Bedrock and https://www.microsoft.com/licensing/terms/productoffering/onlineservices for Azure AI).

11   GENERAL

11.1   **Third Party Components**: The Software may contain or be distributed with certain open source, free, or commercial third party components ("**Third Party Components**"), which may be subject to special license terms and conditions ("**Third Party Terms**") located at http://alfabet.com/licenses. Third Party Terms include important licensing and warranty information and disclaimers of third party licensors. For the avoidance of doubt, if Customer uses the Software in accordance with the Documentation, the Third Party Terms do not restrict the rights granted under this Agreement. In the event that a third party manufacturer no longer provides active support for any Third Party Component, Supplier will use commercially reasonable efforts to respond to any issues with the Software related to the Third Party Components.

11.2   **Audit**: Supplier may audit Customer's use of the Software no more than once per calendar year. No later than 10 business days from Supplier's request, Customer will confirm to Supplier in writing that Customer's use of the Software complies with the Agreement and provide sufficient detail, as reasonably requested by Supplier, to enable Supplier to assess such compliance. Subsequently, Supplier or a designated consultant may perform an onsite audit of the systems on which the Software is installed for the purpose of assessing compliance with the Agreement. In the event of any non-compliance, and in addition to any other rights and remedies available to Supplier, Customer will pay the fees for any excess use of the Software from the point in time when the scope of use was first exceeded.

11.3   **Assignment**: Customer may not assign, transfer, delegate, or sub-license any of Customer's rights or obligations in under the Agreement without Supplier's prior written consent. Any assignment, transfer, delegation, or grant of sublicense without Supplier's consent is null and void. Supplier may transfer any rights or obligations under the Agreement in whole or in part: (i) to an Affiliate; (ii) to any third party in connection with the assignment to any such third party of the right of the Supplier to receive any sums payable by the Customer to it hereunder; (iii) as part of a merger, reorganization, acquisition, sale or transfer of any of Supplier's assets, voting securities or ownership of a part or whole of the Supplier's rights or obligations under the Agreement; or (iv) as part of a merger, reorganization, acquisition, sale or transfer of one or more of Supplier's business divisions or units. "Affiliate" is any business entity which now or in the future controls, is controlled by or is under common control with Supplier through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.

11.4   **Export Control**: To the extent that any national and international export control, sanctions and trade control laws and regulations apply to this Agreement, the Parties agree to comply with the same and obtain any required approval, reporting and/or information obligations. Customer shall defend and indemnify the Supplier against any liability arising from any breach of this clause by the Customer. Supplier is not required to perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.

11.5   **Usage restriction**: Customer will not use, access or provide access to the Software in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law or other restrictive measure and administered or enforced by (i) the United Nations Security Council, (ii) the United States government, (iii) the European Union or any of its member states' governments, (iv) the United Kingdom, (v) the Singaporean government, (vi) the Swiss Confederation, or (vii) any other authority that has jurisdiction over the Customer, Supplier or the relevant project or activity for which the Software is being used, accessed or provided.

11.6   **Anti-Corruption**: The Parties will comply with all laws, regulations and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption, including the U.S. Foreign Corrupt Practices Act.

11.7   **Dispute Resolution**: In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.

11.8   <u>**Independent Contractors**</u>: The Parties are independent contractors and have no power to bind or incur obligations on the other Party's behalf.

11.9   <u>**Force Majeure**</u>: Neither Party is liable for failing to perform an obligation under this Agreement if such failure is due to any act or condition beyond that Party's reasonable control.

11.10   <u>**Governing Law**</u>: This Agreement is governed by the laws of the State of New York without giving effect to its conflicts-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Commercial Code (UCC). The Parties consent to exclusive personal jurisdiction in federal and state courts located in the Southern District of New York. In the event a dispute arising under this Agreement results in litigation, the non-prevailing Party will pay the court costs and reasonable attorneys' fees and expenses of the prevailing Party. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT THIS AGREEMENT.

11.11   <u>**Marketing**</u>: Customer agrees that, while this Agreement is in effect, Supplier is authorized to identify Customer as a customer in public relations and marketing materials, including identification on Supplier's website, and use Customer's corporate name and logo.

11.12   <u>**Notices**</u>: All notices and demands relating to this Agreement must be in writing and sent to the other Party at the address set out in the applicable Order Form to the attention of such Party's legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); or (iii) sent by nationally recognized trackable carrier service.

11.13   <u>**Entire Agreement; Waiver; Priority; Severability**</u>: This Agreement constitutes the entire agreement between the Parties, and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the duly authorized representatives of the Parties. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. In the event of any conflict between any provision of this Agreement and any Order Forms incorporated and made part of this Agreement, such conflict will be resolved by giving precedence to the Order Form(s). Any contrary or additional terms and conditions included in any purchase order or similar document (printed or online) related to this Agreement will be invalid and non-binding, even if received, accepted, approved, or signed by a Party. If any provision of this Agreement is held invalid or unenforceable, the provision will be limited to the minimum effect necessary and the remaining provisions of this Agreement will remain binding and enforceable. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. The Parties agree to the use of digital signatures.

11.14   <u>**U.S. Government Use**</u>: If the Software is licensed under the terms of a proposal or agreement with the U.S. Government or any third party on the U.S. Government's behalf, the Software and Documentation are "commercial computer software" and "commercial computer software documentation" under applicable Federal Acquisition Regulation and are governed solely by the terms of this Agreement.