

PREDIBASE, LLC
PREDIBASE SERVICE AGREEMENT

IMPORTANT: READ THIS PREDIBASE SERVICE AGREEMENT (“AGREEMENT”) BEFORE USING THE SERVICE (AS DEFINED BELOW). THIS IS A LEGAL AGREEMENT BETWEEN PREDIBASE, LLC (“PREDIBASE”) AND YOU OR THE ENTITY THAT YOU REPRESENT (“CUSTOMER”) (INDIVIDUALLY A “PARTY”, COLLECTIVELY THE “PARTIES”). THIS AGREEMENT GOVERNS CUSTOMER’S USE OF THE SERVICE (AS DEFINED BELOW). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING, USING OR ACCESSING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE DOWNLOADING, INSTALLING, USING OR ACCESSING THE SERVICE FOR USE BY AN ENTITY OR OTHER INDIVIDUALS OTHER THAN YOURSELF, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT COPY, INSTALL, USE OR ACCESS THE SERVICE.

1. DEFINITIONS.

"Adapter" means a set of fine-tuned weights created from use of the Service which modify the responses generated by a Model, which are in addition to such Model’s base weights.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “control” means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"Business Contact Data" means the names, addresses, telephone numbers and all other business-related information of each Party’s personnel, that may be collected or exchanged between the Parties in the ordinary course of maintaining the business relationship, such as contract management, sales and ordering, and business development.

"Customer Data" means all (i) data uploaded to the Service by Customer that is used for fine-tuning Models to create Adapters; (ii) Adapters; and (iii) Inputs and Outputs.

"Customer Personal Data" means Customer Data that is Personal Data owned or controlled by Customer and which Predibase, a Predibase Affiliate or Subprocessor (as defined in the Data Processing Addendum (“DPA”)) may process in the course of providing the Service.

"Documentation" means the documentation available at <https://docs.predibase.com>.

"Effective Date" means the date Customer accepts the terms of this Agreement.

"Input" means the prompts and generation parameters (for example, temperature, max tokens, etc.) submitted via the Service to a Model to generate Output.

"Model" means an artificial intelligence model made available by Customer and/or a third party.

“Non-Predibase Application” means Models, Third-Party Services, and web-based, offline, mobile, or other software that originates from Customer or a third party and interoperates with the Service.

“Order” means either (i) the signed Order form between Customer and Predibase, or (ii) a purchase order or other agreed upon legally binding document executed between Customer and a reseller authorized by Predibase or a Predibase Affiliate (**“Reseller”**), each of which specifies the Subscription Period, quantities, applicable fees, and description of the Service as purchased by Customer. Orders are non-cancellable and non-refundable, except as expressly provided for herein.

“Output” means the response generated from a given Input.

“Predibase Site” means www.predibase.com/legal.

“Professional Services” means training, migration, configuration, or other professional services performed by Predibase personnel or its subcontractors as described in the applicable Order.

“Service” means the Predibase cloud-based SaaS service described in the applicable Order, which enables Customer to create Adapters and generate Outputs. The Service may include offline Software components, as further described in the Documentation. The Service does not include Free Trials or Non-Predibase Applications.

“Term” means the period of time from the Effective Date until the last Subscription Period expires.

2. ACCESS GRANT.

2.1 Right to Use the Service. Subject to Customer’s compliance with the terms and conditions of this Agreement and Customer’s payment of all fees due, for the duration of the applicable Subscription Period, Predibase grants Customer a limited, non-exclusive, personal, non-transferable (except as expressly permitted herein), revocable, right to access and use the Service in accordance with the Documentation, solely for Customer’s internal business purposes, limited to the quantities and any other limitations set forth in the applicable Order. To the extent that use of the Service requires Customer to install Predibase software components, for the duration of the Subscription Period, Predibase grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the object code form of such software solely for Customer’s internal business purposes within Customer’s environment (which, for clarity, may include Customer’s environment as hosted by one of Customer’s third party providers) in accordance with the Documentation and in connection with Customer accessing and using the Service. Customer may use the Service for the benefit of its Affiliates, and Affiliates may use the Service for their own benefit, subject to any limitations as set forth in the applicable Order and subject to compliance with all terms of this Agreement. Customer guarantees that each Affiliate will fully perform its obligations hereunder, and Customer is responsible for any breach of this Agreement by its Affiliates. Notwithstanding anything to the contrary in this Agreement, (a) any use of the Service by Customer or its users that breaches Section 3 (“Customer Obligations and Restrictions”) of this Agreement, the Acceptable Use Policy (**“AUP”**) found at the Predibase Site, or applicable law; (b) any use of the Service by Customer or its users that threatens the security, integrity or availability of the Service or the Predibase Security Cloud (in Predibase’s reasonable judgment); or (c) suspension or termination by any vendor of Predibase’s use of any third-party services or products required to enable Customer to access the Service, may result in the immediate suspension of Customer’s access to the Service. To the extent practicable, Predibase will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy a breach or threat (as

specified in this 2.1(a)-(b)) prior to such suspension. If Customer's access is suspended due to its breach, Predibase will restore access promptly after Customer remedies the breach.

2.2 Subscription Period; Term of Agreement. Subject to Section 3 (Customer Obligations and Restrictions) Customer may use the Service for the duration of Customer's subscription specified in the applicable Order ("**Subscription Period**"). If Customer does not renew the subscription to the Service on or before the Subscription Period renewal date, Customer's right to use the Service terminates and the Service will no longer operate. This Agreement will remain in effect for the Term.

3. CUSTOMER OBLIGATIONS AND RESTRICTIONS. Customer's use of the Service is subject to the terms of this Agreement, and the AUP. Customer will not, nor will Customer assist others to: (i) copy or distribute the Service (except for a reasonable number of copies of the Documentation for internal use) or modify, encumber, enhance or create any derivative works of the Service, including without limitation, customization, translation or localization; (ii) reverse engineer, access, disassemble, decompile or otherwise attempt to discover the source code or the underlying ideas, algorithms, structure, sequence and organization of the Service; (iii) sell, license, sublicense, rent, lease, lend or transfer the Service or provide, disclose or use the Service for the benefit of any third party, including timesharing or service bureau purposes; (iv) remove, alter or obscure any patent, copyright, trademark or other proprietary notices on the Service; (v) publish or disclose to any third party any technical features or specifications, performance, functionality, or benchmark tests, or comparative or competitive analyses relating to the Service and Free Trials unless expressly authorized in writing in advance by Predibase; (vi) access or use the Service to promote, distribute, sell, or support any competing product or service; (vii) violate or circumvent any technological restrictions in the Service; (viii) use the Service for any purpose or in any manner not authorized by this Agreement (including, without limitation, for any purpose competitive with Predibase); (ix) use the Service in violation of any applicable local, federal, or other laws and regulations; (x) host, support, use or otherwise deploy the Service as a service on behalf of any unaffiliated third party without Predibase's express written agreement; (xi) disable license management, observability, and metrics tracking features; or (xii) use the Service in any geographic location prohibited by applicable law (including any export law). Customer must promptly notify Predibase of any unauthorized use of or access to the Service.

4. PROPRIETARY RIGHTS.

4.1 Customer Data. As between Predibase and Customer and to the extent permitted by applicable law, Customer owns Customer Data. Customer grants to Predibase, its Affiliates and applicable Subprocessors a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, process, create derivative works of and display the Customer Data as reasonably necessary to provide the Service to Customer. Subject to the limited licenses granted herein, Predibase acquires no right, title or interest in or to any Customer Data. Customer represents and warrants that (i) it has a lawful basis, as well as all rights and authorization to provide the Customer Data, and (ii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations, contractual requirements, and third-party rights.

4.2 The Service. As between Predibase and Customer, Predibase, its Affiliates and its licensors retain all rights, title, and interest in and to the Service, including all copies, modifications, and derivative works thereof and all intellectual property rights therein. This Agreement does not grant, assign or transfer to Customer any rights not expressly set forth herein. Customer may elect to provide suggestions, requests for enhancements or functionality, or other feedback to Predibase relating to the operation of the Service or a Free Trial ("**Feedback**"). If Customer, in its sole discretion, provides Feedback, Customer hereby grants Predibase an as-is, royalty-free, worldwide, transferable,

sublicensable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback as it sees fit without obligation or restriction of any kind.

5. FEES, PAYMENTS, AND RESELLERS.

5.1 **Fees and Payments.** If Customer purchases the Service directly from Predibase, all fees are as set forth in the applicable Order and are payable in advance (except as set out in the next sentence). For Customers in Predibase Cloud who choose usage-based pricing, per-token and/or per GPU hour fees will be invoiced monthly per the pricing listed in the Order or, if applicable, on the Predibase WWW site at <https://predibase.com/pricing>. Such fees are payable monthly in arrears. All fees must be paid within thirty (30) days of the date of Predibase's invoice to Customer, unless otherwise specified in the applicable Order. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Predibase will invoice Customer for the excess usage on a pro rata basis for the remainder of the Subscription Period. Predibase may adjust the fees charged to Customer hereunder on written notice delivered to Customer (and such fees will take effect beginning on the next Subscription Period). If Customer disagrees with an invoice, it must notify Predibase within thirty (30) days from the date of Predibase's invoice to Customer – or it is deemed final. Predibase's fees are exclusive of all taxes and other governmental assessments, and if such charges apply, Customer is responsible for paying them.

5.2 **Late Payments** In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Predibase for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Predibase reserves the right to suspend Customer's access to the Service, with or without notice, without liability to Customer until such amounts are paid in full.

5.3 **Resellers.** Customer may purchase the Service from a Reseller pursuant to a separate agreement between Customer and such Reseller ("**Reseller Agreement**"). Customer shall pay the Reseller all amounts due and owing under an Order (along with all taxes, tariffs, and duties) in accordance with the Reseller Agreement. The Reseller Agreement is between Customer and Reseller and is not binding on Predibase. In the event Customer places an Order in a third-party cloud marketplace in which Predibase has agreed to participate, Customer is responsible for payment of all fees (along with all taxes, tariffs and duties) in accordance with the terms of the Order placed in such cloud marketplace, and the marketplace is deemed to be the Reseller for purposes of the Order.

6. **MODELS AND THIRD-PARTY SERVICES.** The Service will provide Customer the ability to access, modify, or otherwise use Models, which may be subject to separate terms and conditions. Customer is solely responsible to locate and comply with all terms and conditions applicable to such Models. The Service may enable Customer to send Customer Data to and from different third-party products, services, sources, and destinations ("**Third-Party Services**"). Customer's use of any Third-Party Services is subject to Customer's separate agreement with the provider of that Third-Party Service. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Notwithstanding anything to the contrary, Predibase is not responsible for any Third-Party Services used by Customer with the Service, the Third-Party Service provider's code or technology, or how they use or protect Customer Data, and Predibase has no liability or obligation under any separate agreements between Customer and the applicable Third-Party Service provider.

7. FREE TRIALS.

7.1 **Free Trial Use.** Predibase may provide the Service to Customer at no charge specifically for trial purposes (“Free Trial”). Subject to Customer’s compliance with this Section 8 (Free Trials), Predibase grants Customer a limited, personal, non-exclusive, non-transferable, non-assignable, revocable right to use the Free Trial solely for internal, non-commercial evaluation purposes. Free Trials are subject to applicable usage caps and may be terminated or otherwise conditioned at Predibase’s discretion. Free Trials do not permit Customer to export or otherwise retain Outputs and/or Adapters. In the event the Free Trial is not yet generally available and is provided to Customer in beta or other pre-release format, Customer acknowledges, as a condition of its use: (i) such Free Trial is under development and not at the level of performance or compatibility of generally available products; (ii) may not operate correctly, may contain errors, bugs, and design flaws; (iii) may be modified by Predibase prior to being made generally available; (iv) may not be made available for general release; and (v) Customer agrees to use reasonable efforts to notify Predibase of any bugs or problems it encounters during the Free Trial.

7.2 **Restrictions.** Customer assumes all risk in uploading, and storing any data into a Free Trial, and Predibase shall have no liability with regard thereto, including for any loss or corruption thereof. Upon expiration or termination of the Trial Term, Customer shall have no right to access or use the Free Trial, and Customer’s Free Trial tenant including any data therein, will be permanently deleted by Predibase. In relation to any Free Trials, Predibase shall have no liability under this Agreement (or any legal or equitable theory) in excess of one thousand dollars (US \$1000) for losses, costs or damages of any kind.

8. **SECURITY; PROTECTION OF CUSTOMER DATA.** Predibase and its Customers operate under a shared responsibility model, where each has obligations and responsibilities as it relates to security and the Service. Predibase will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures designed to address the security, confidentiality and availability of the Service, and will process Customer Data in the Service as more fully set forth in the Data Security Schedule and the DPA, both of which are available at the Predibase Site. Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for the Service meet Customer’s requirements, including any of its security obligations under applicable laws.

9. **CONFIDENTIALITY.** Customer and Predibase may disclose Confidential Information to each other during the Term. “**Confidential Information**” means all nonpublic proprietary business and technical information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) which is in tangible form and labeled “confidential” or the like, or that reasonably should be understood to be confidential given the circumstances of disclosure and the nature of the information. Confidential Information includes, but is not limited to, the Service, Documentation, Free Trials, strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews and business and marketing plans. Confidential Information will not include information that: (i) was already in Receiving Party’s possession without confidentiality obligations; (ii) is rightfully received by Receiving Party without confidentiality obligations; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information as supported by documents and other competent evidence; or (iv) is in the public domain without breach of a confidentiality obligation by the Receiving Party as supported by documents and other competent evidence. The Receiving Party will not use or disclose the Disclosing Party’s Confidential Information for any purpose outside the scope of this Agreement and will only use the Disclosing Party’s Confidential Information to exercise the Receiving Party’s rights and fulfill its obligations under this Agreement and will protect Confidential Information received from

the Disclosing Party using the same degree of care as it uses to protect its own similar confidential materials, but in no event using less than reasonable care. The Receiving Party will disclose Confidential Information only to its and its Affiliates' employees, agents, professional advisors, channel partners or subcontractors (as applicable) who have a need to know for purposes of this Agreement and who are under a written obligation of confidentiality no less protective than this Agreement. Each Party may also disclose Confidential Information, including the terms and conditions of this Agreement, in confidence to its legal counsel, accountants, auditors, banks and financing sources, and their advisors. Confidential Information may be disclosed in response to a subpoena or order of a court or governmental agency, provided however, that if not otherwise prohibited, the Receiving Party will notify the Disclosing Party promptly of such disclosure to enable the Disclosing Party to seek an appropriate protective order. The Parties' obligations with respect to Customer Data are set forth in Section 9 (Security; Protection of Customer Data). Upon expiration or termination of this Agreement for any reason, the Receiving Party will, upon request, return or destroy the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain copies of Disclosing Party's Confidential Information stored electronically on data archives or back-up systems or to comply with the laws or regulations applicable to the Receiving Party, provided that such copies shall at all times be subject to the terms of this Agreement while in Receiving Party's possession or control.

10. PROFESSIONAL SERVICES. Customer may place an Order for Professional Services to be performed by Predibase or its subcontractors. Professional Services will be performed in accordance with the terms specified in the applicable Order.

11. WARRANTY AND DISCLAIMER.

11.1 Service Warranty. Predibase warrants to Customer during the applicable Subscription Period ("**Warranty Period**") that the Service will conform in all material respects to the applicable Documentation ("**Predibase Service Warranty**").

11.2 Remedy; Exclusions. Predibase's sole obligation under the Predibase Service Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to correct the non-conformity during the Warranty Period. If Predibase is not able to correct the non-conformity in the Service such that it complies with the Predibase Service Warranty, Predibase will process a refund of the unused, prepaid fees for such non-conforming component of the Service either directly or where appropriate via the applicable Reseller, and Customer's right to use the Service for which the refund was processed terminates. Customer's obligation is to provide all information reasonably requested to enable Predibase to cure any such deficiencies. The foregoing warranties do not apply to the Service: (i) that is installed, operated, maintained, stored or used improperly, or in any manner not in accordance with the Documentation, this Agreement or Predibase's written instructions; (ii) that is repaired, altered or modified other than by Predibase or its authorized service provider; or (iii) where the issue is caused by any failure of third-party software or cloud services not supplied by Predibase

11.3 Disclaimer of Warranties. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND PREDIBASE IN NO WAY WARRANTS THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. PREDIBASE DOES NOT MAKE ANY WARRANTY AS TO (i) ANY OUTPUT OR ANY OTHER RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE; OR (ii) THE ACCURACY OF ANY OTHER DATA OR INFORMATION OBTAINED THROUGH THE SERVICE. PREDIBASE EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS AND AGREES THAT PREDIBASE DOES NOT AND WILL NOT ATTEMPT TO VERIFY THE ACCURACY OR COMPLIANCE WITH LAWS OF ANY OUTPUT, AND CUSTOMER ASSUMES

THE SOLE RISK FOR USE OF ANY OUTPUT. NOTHING OBTAINED BY CUSTOMER FROM THE SERVICE OR ANY MODEL, WHETHER WRITTEN, ORAL, OR AUDITORY, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

12. INDEMNIFICATION.

12.1 Indemnification by Predibase. Predibase agrees to defend or settle, at Predibase's expense, a third-party claim or cause of action against Customer alleging with specificity that, standing alone, the Service or its use: (i) infringes a U.S., European Economic Area, or U.K. copyright or patent of such third party; or (ii) infringes all inventive aspects of a U.S., European Economic Area, or U.K. patent of such third party ("**Claim**") and to pay damages finally awarded against Customer by a court of competent jurisdiction or as agreed to in a settlement. Predibase's obligations hereunder do not apply with respect to any Claim that arises out of: (a) any unauthorized use, reproduction or distribution of the Service; (b) allegations of infringement that could have been asserted without Customer's use of the specific Service, for example, allegations arising from Customer's use of an industry standard (e.g., logging in with password, or using standard encryption); (c) the Service being modified after delivery without Predibase's prior written authorization; (d) any use of the Service in combination with other hardware, SaaS services or software, (including but not limited to Non-Predibase Applications); or (e) Customer's continued use of the allegedly infringing Service after Predibase modified the Service to be non-infringing. If any Claim arises, Predibase may, at its sole option and expense: (A) replace or modify the affected Service to make it non-infringing; (B) procure a license for Customer's continued use of the affected Service; or if Predibase determines (in its sole discretion) that (A) and (B) are not commercially viable, terminate Customer's rights thereto, in which case Predibase will process a pro-rated refund for the applicable prepaid unused fees for such Service covering the remainder of the applicable Subscription Period either directly or via the applicable Reseller. This Section 12.1 (Indemnification by Predibase) states Customer's sole and exclusive remedy, and Predibase's sole liability, with respect to infringement of third-party intellectual property rights.

12.2 Customer Indemnity. Customer agrees to defend or settle, at Customer's expense, a third-party claim or cause of action against Predibase and/or its Affiliates alleging that Customer's provision or use of Customer Data violates a third party's rights, and to pay damages finally awarded against Predibase and/or its Affiliates by a court of competent jurisdiction or as agreed to in a settlement.

12.3 Indemnification Process. As a condition of receiving indemnity as described in this Section 12 (Indemnification), the Party seeking the indemnity will provide the other Party with: (i) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the indemnifying Party of its obligations hereunder except to the extent that the indemnifying Party is prejudiced by such failure; (ii) complete control over the defense and settlement of the claim, provided that the indemnifying Party will not settle any claim without the other Party's prior written permission if the settlement fails to unconditionally release the indemnified Party from all liability pertaining to the claim (such permission not to be unreasonably withheld, delayed or conditioned); and (iii) reasonable assistance in connection with the defense and settlement of the claim.

13. LIMITATION OF LIABILITY.

13.1 Disclaimer of consequential damages. IN NO EVENT WILL PREDIBASE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS, OPPORTUNITIES, GOODWILL OR REVENUE; LOSS OR CORRUPTION OF DATA; OR THE COST OF COVER, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INDEMNITY OR ANY

OTHER THEORY OF LIABILITY, EVEN IF PREDIBASE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

13.2 Exclusions of Liability. Predibase shall have no liability to Customer or any related party for any compensation, reimbursement, losses, or damages arising out of or in connection with Customer's use of any Non-Predibase Applications.

13.3 Liability Cap. IN NO EVENT WILL PREDIBASE'S, ITS AFFILIATES' AND ITS LICENSORS' TOTAL, CUMULATIVE AND ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE LIABILITY FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE (OR, THE FEES PAID OR PAYABLE FOR THE FIRST 12 MONTHS OF THE SUBSCRIPTION PERIOD, IF LESS THAN 12 MONTHS HAVE ELAPSED). THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN BUT WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. TERMINATION.

14.1 Termination for Cause. A Party may terminate this Agreement if the other Party: (i) materially breaches this Agreement and such breach is not cured within thirty (30) days of such Party's receipt of written notice describing the breach; or (ii) becomes insolvent, admits in writing of its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

14.2 Post-Termination Obligations. Upon expiration or termination of this Agreement, including if Customer does not renew its applicable Subscription Period on or before the renewal date, Customer will no longer have access to the Service, except as set out herein. Upon expiration or termination, Customer will uninstall any Predibase software components and destroy the Documentation. For a period of thirty (30) days after such termination or expiration, upon Customer's prior written request, Predibase will allow Customer limited access to retrieve any Customer Data remaining on the Service, subject to Customer's compliance with the AUP. After such thirty (30) day grace period, Customer will have no further rights or access to the Service, and Customer's Service tenant, including any Customer Data therein will be permanently deleted by Predibase. The terms of this Agreement shall remain in full force and effect for the period of any post-termination access to the Service by Customer.

14.3 Surviving Provisions. Upon expiration or termination of this Agreement, the following sections will survive: Sections 1 (Definitions), 4 (Proprietary Rights), 5 (Fees, Payments, and Resellers), 6 (Third-Party Models and Services), 9 (Confidentiality), 11 (Warranty Disclaimer), 12 (Indemnification), 13 (Limitation of Liability), 14.2 (Post-Termination Obligations) 15 (General).

15. GENERAL.

15.1 Independent Contractors. The Parties are independent contractors under this Agreement, and nothing herein shall authorize one Party to have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party.

15.2 Business Contact Data. Each Party may use the Business Contact Data of the other Party for the purposes of the business relationship including access to the Service, consistent with applicable data protection laws and internal policies. Unless otherwise prohibited by applicable data protection laws, the receiving Party may transfer such data to, or access such data from, any country in which such Party or its Affiliates conduct business relating to this Agreement. Each Party will use reasonable and appropriate security measures to protect such Business Contact Data, and each Party undertakes to notify its personnel of the other Party's proposed use of such data and other purposes as set out in the using Party's global data privacy policy. Customer may access Predibase's privacy policy at the Predibase Site.

15.3 Assignment. Neither Party will assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed; except that either Party may, upon written notice to the other Party, assign this Agreement and its rights and obligations to any successor by way of merger, consolidation, or the acquisition of all or substantially all of its assets or voting securities. Any purported assignment in violation of the foregoing is void and of no force or effect. Subject to the foregoing restrictions, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

15.4 Export Controls and Trade Laws. The Parties will comply with all applicable export laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Without limiting the foregoing, Customer agrees that it will not export, re-export, download, or otherwise transmit Predibase Confidential Information or the Service: (i) to any country or region subject to a U.S. embargo or comprehensive trade sanctions; (ii) to any individual or entity identified on any U.S. Government restricted party lists (including the Consolidated Sanctions, Specially Designated Nationals, Denied Persons, Entity, or Unverified Lists); or (iii) to any end user with knowledge or reason to know that the Service or such Confidential Information will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes.

15.5 Enhancement Data. Notwithstanding anything in this Agreement to the contrary, Predibase may collect data generated by the operation of the Service, including usage and capacity metrics, performance characteristics and anomalies, and administrative user actions within the Service (collectively, "**Enhancement Data**"). Predibase uses Enhancement Data in an aggregated and deidentified manner to improve, and secure the Service, and for analytical purposes.

15.6 Third Party Beneficiaries. Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any terms of this Agreement.

15.7 U.S. Federal Government Users. This Section 15.7 (U.S. Federal Government Users) applies only if Customer is a U.S. Federal Government Customer. the Service and Documentation are "commercial" computer software and documentation and are licensed in accordance with the rights articulated in applicable U.S. government acquisition regulations (e.g., FAR, DFARs) pertaining to commercial computer software and documentation. U.S. Federal Government customers will not be subject to Predibase's applicable expenses associated with the cost of audit specified in Section 6 (Verification) of this Agreement. Disputes will be subject to resolution pursuant to the Contract Disputes Act of 1978. Nothing contained in this Agreement is meant to derogate the rights of the U.S. Department of Justice as identified in 28 U.S.C §516. All other terms remain in effect as written.

15.8 **Anti-corruption.** Each Party will comply with all applicable laws relating to anti-corruption or anti-bribery, including the U.S. Foreign Corrupt Practices Act, as amended, the UK Bribery Act 2010, and legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Each Party further agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other Party's employees, agents, Resellers or subcontractors in connection with this Agreement and that it will use reasonable efforts to promptly notify the other Party should it learn of any violation of this restriction.

15.9 **Severability.** In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void or unenforceable, such provision will be limited or eliminated to the extent necessary so that the remainder of this Agreement shall continue in full force and effect.

15.10 **Nonwaiver.** The failure of Customer or Predibase to enforce any provision of this Agreement will not be construed as a waiver of such provision or of any other provision of this Agreement.

15.11 **Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement to the extent caused by circumstances beyond the reasonable control of the Party including (without limitation) pandemics, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, internet service provider failures or delays, denial of services attacks or other similar causes, war, terrorism, governmental action, labor conditions, earthquakes, volcanic eruptions or material shortages.

15.12 **Logo Use.** Customer agrees that Predibase and its Affiliates may use Customer's name and logo on their website and in promotional materials as part of a general list of customers. Any other marketing or promotion use is subject to Customer's written approval (email is sufficient).

15.12 **Integration; Order of Precedence.** This Agreement constitutes the entire agreement between Customer and Predibase and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing that specifically refers to this Agreement and is signed by an authorized representative of both Customer and Predibase. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any Order, purchase order acknowledgement, confirmation or other document issued by or on behalf of Customer, and terms and conditions in such documents are of no force or effect.

15.13 **Ambiguities and Notices.** Customer and Predibase have participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. References to "including" means "including but not limited to". Any notices under this Agreement shall be delivered in writing. For Predibase, notices shall be sent to legal@predibase.com.

15.14 **Governing Law; Dispute Resolution.** The United Nations Convention of Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. Nothing in this Agreement will limit or restrict either Party from seeking any form of remedies (including injunctive or other equitable relief) from a court of competent jurisdiction to enforce its intellectual property rights. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without applying conflict of law principles. With respect to all disputes and actions arising from or related to this Agreement, the Parties irrevocably consent to exclusive jurisdiction and venue in the state and federal courts located in Santa Clara County.

15.15 **Electronic Signature.** The Parties expressly agree that this Agreement may be signed electronically. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the U.S. Electronic Signatures in Global and National Commerce Act (“**ESIGN**”) controls.