

## SOFTWARE AS A SERVICE AGREEMENT

This SOFTWARE AS A SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date, by and between you (the "Customer") and Jasper AI, Inc. ("Jasper") a Delaware corporation with offices at 3001 Bee Caves Road, Suite 100 B, Rollingwood, TX 78746. Jasper and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

The Parties agree as follows:

### 1. Definitions

"Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.

"Beta Services" means the features and/or functionality of the Services that may be made available to Customer to try at its option at no additional charge and which are clearly designated as beta, pilot, limited release, non-production, early access, evaluation, labs or by a similar description.

"Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is either marked or designated as confidential at the time of disclosure to the Receiving Party, or that a reasonable person should consider confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Jasper's Confidential Information shall include the Jasper Property and the terms of all Order Forms. Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party (excluding patentable subject matter which is not subject to this exclusion); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

"Customer Property" means (i) the Input, (ii) the Output, and (iii) any content (including text, images, illustrations, charts, tables, and other materials) and any Customer and/or User Personal Data supplied by Customer to Jasper, either directly through the Service or indirectly through the integration with a Third Party Product.

"Documentation" means all documentation and other instructional material made available by Jasper regarding the use of the Services.

"Effective Date" means the effective date of the applicable Order Form you have signed with Jasper.

"Input" means the information Customer or its Users input via prompts into the Services.

"Jasper Property" means (i) the Services, (ii) the Documentation, and (iii) all content and other materials and software supplied by Jasper in connection with, or used by Jasper in providing, any Services. For the avoidance of doubt, Jasper Property shall not be deemed to include the Output.

"Order Form" means an ordering document for Services purchased from Jasper that has been executed hereunder by the Parties and that references this Agreement.

"Output" means the output generated and returned by the Services based on the Input. For the avoidance of doubt, the Output shall not be deemed to include Jasper Property.

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

“Processing/to Process/Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure or destruction.

“Subprocessor” means any third-party data processor engaged by Jasper, including Jasper’s Affiliates, that receives Customer Property from Jasper for Processing on behalf of Customer and in accordance with Customer’s instructions (as communicated by Jasper) and the terms of its written subcontract.

“Services” means the software services and platform provided by Jasper, including (i) the web and other user interfaces, applications, and software provided to Users, and (ii) any modifications, updates, derivative works, optional modules, custom or standard enhancements, updates, and upgrades to or of any of the foregoing. For the avoidance of doubt, Services shall not be deemed to include the Output.

“Subscription Term” means the subscription period set forth in the applicable Order Form during which Jasper agrees to provide the Services to Customer.

“Third Party Products” means certain third-party applications, systems, or services used by Customer, but not supplied by Jasper, that are designed to interoperate with the Services (for example, third-party ticketing and email services from which the Services can import Customer Property).

“Users” means all users that are authorized to access Customer’s account on the Services.

## 2. Services

- a. *Provision of Services.* Subject to the payment of all applicable Fees and for the applicable Subscription Term, Jasper hereby grants to Customer a non-sublicensable, non-transferable, non-exclusive right to access and use the Services in accordance with the terms and conditions of this Agreement and the applicable Order Form.
- b. *Platform Guidelines.* Customer hereby acknowledges that it will at all times comply with, and ensure that all of its Users comply with, the platform guidelines available at [legal.jasper.ai/#platform-guidelines](https://legal.jasper.ai/#platform-guidelines), which are incorporated by reference herein (the “Platform Guidelines”).

## 3. Fees and Payment

- a. *Fees.* Customer will pay Jasper all fees specified in or otherwise incurred pursuant to an Order Form (“Fees”) in accordance with this Section 3 and the applicable Order Form. If Customer adds additional Services during a Subscription Term (a “Subscription Upgrade”), any incremental Fees associated with such Subscription Upgrade will be prorated over the remaining period of the then-current Subscription Term and charged to Customer and due and payable in accordance with Section 3(b). In addition, unless otherwise set forth in an Order Form, Customer will be deemed to have executed a Subscription Upgrade with Jasper if its usage of the Services exceeds the previously purchased usage levels. In any renewal Subscription Term of such Order Form, the Fees will reflect any such Subscription Upgrades. Fees are quoted and payable in United States dollars. Payment obligations are non-cancellable and Fees paid are non-refundable, except as otherwise expressly set forth in this Agreement.
- b. *Invoices and Payment.* By providing a credit card or other payment method accepted by Jasper (“Payment Method”) for the Services, Customer agrees that Jasper is authorized to charge to the elected Payment Method all applicable Fees when due, and any other charges Customer may incur in connection with Customer’s use of the Services. For all purchased Services, the Payment Method will be charged on a monthly basis or at the interval indicated in the applicable Order Form. If Jasper does not collect a Payment Method from Customer at the time of purchase, Jasper will invoice Customer for the charges at the email address on file with Jasper. Customer will pay all invoiced amounts within thirty (30) calendar days of the invoice date. Unless otherwise specified in an Order Form, Customer will pay all Fees on an annual, prepaid

basis. Overdue invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection.

- c. *Taxes.* Customer is solely responsible for the payment of all taxes, assessments, tariffs, duties, or other fees imposed, assessed, or collected by or under the authority of any governmental body arising from Jasper's provision of the Services hereunder (collectively, "Taxes"), except any taxes assessed upon Jasper's net income. If Jasper is required to directly pay Taxes related to Customer's use or receipt of any Services, Customer agrees to promptly reimburse Jasper for any amounts paid by Jasper.
- d. *Credits.* Jasper may, at its sole discretion, choose to offer credits for the Services in various ways, including but not limited to, coupons, promotional campaigns, and referrals for Jasper's services such as training. Jasper reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by Customer to offset Customer's subsequent payments of Fees for the Services. Credits may only be applied to Fees due for the Services specifically identified by Jasper when issuing the credit. Credits can only be used by Customer and are non-transferable. To the extent that Customer has been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.
- e. *Free Trials.* Jasper or its third-party service providers may offer free trials to a particular Service. Jasper or its third-party service provider may automatically bill Customer's payment method on the later of the day Customer's free trial ends or the day Customer starts its paid subscription, and on each recurring billing date thereafter, subject to Section 3(f). Customer may not receive a notice that its free trial has ended and that payment for its subscription is due. If Customer wishes to avoid charges to its payment method, Customer must cancel its subscription prior to midnight Pacific Standard Time on the last day of its free trial period. If Customer cancels its subscription during a free trial, cancellation may be effective immediately.
- f. *Automatic Renewal of Subscription Fees.* IF CUSTOMER SIGNS UP FOR A SUBSCRIPTION, THE CORRESPONDING FEES AT THE RATE AS SET FORTH IN CUSTOMER'S USER ACCOUNT AND/OR ON THE CHECKOUT PAGE WILL AUTOMATICALLY RENEW EVERY MONTH ON A CONTINUOUS BASIS UNLESS AND UNTIL CUSTOMER NOTIFIES JASPER THAT IT WANTS TO CANCEL ITS SUBSCRIPTION. ANY NOTICE OF CANCELLATION MUST BE SUBMITTED ON CUSTOMER'S SETTINGS PAGE OR IN WRITING AND SENT TO HEY@JASPER.AI AND WILL BE EFFECTIVE IN THE MONTH FOLLOWING THE MONTH CUSTOMER PROVIDES JASPER NOTICE. CUSTOMER UNDERSTANDS THAT UNLESS AND UNTIL IT NOTIFIES JASPER OF CUSTOMER'S CANCELLATION, CUSTOMER'S SUBSCRIPTION AND ALL CORRESPONDING FEES WILL AUTOMATICALLY RENEW, AND IT AUTHORIZES JASPER OR JASPER'S AUTHORIZED THIRD-PARTY PAYMENT PROVIDER (WITHOUT NOTICE TO CUSTOMER, UNLESS REQUIRED BY APPLICABLE LAW) TO CHARGE CUSTOMER THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD JASPER HAS ON RECORD FOR CUSTOMER.

#### **4. Intellectual Property Ownership**

- a. *Customer Property.* As between Customer and Jasper, Customer retains all rights, title, and interest in and to the Customer Property, including all patent, copyright, trade secret, trademark or other intellectual property rights embodied in or related to the Customer Property. Except as expressly set out in this Agreement, no right, title, or license under any Customer Property is granted to Jasper or implied hereby, and for any Customer Property that is licensed to Jasper, no title or ownership rights are transferred to Jasper with such license.
- b. *Jasper Property.* As between Jasper and Customer, Jasper retains all right, title, and interest in and to the Jasper Property, including all patent, copyright, trade secret, trademark, or other intellectual property rights embodied in or related to the Jasper Property. Except as expressly set out in this Agreement, no right, title, or license under any Jasper Property is granted to Customer or implied hereby, and for any Jasper Property that is licensed to Customer, no title or ownership rights are transferred to Customer with such license.

- c. *Licenses to Jasper.* Customer hereby grants Jasper a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement or to ), and royalty-free license to access and use the Customer Property made available to Jasper or any of its Affiliates, solely as necessary for Jasper to (i) provide the Services to Customer pursuant to this Agreement, and (ii) train the artificial intelligence models developed by Jasper and its third-party service providers to provide the Services, including sharing select portions of Customer Property to third-party contractors (subject to confidentiality and security obligations at least as restrictive as this Agreement, with Jasper being responsible for all actions and omissions of such contractors), provided, however, that such Customer Property used for this purpose must be aggregated and de-identified so that it cannot identify Customer or its Users. Additionally, Customer grants Jasper a non-exclusive, revocable license to use Customer's trademarks and logos to identify Customer as a subscriber of the Services; provided that, Customer may revoke such consent at any time in its sole discretion. By submitting to Jasper any unsolicited suggestions, enhancement requests, comments, feedback, or other input relating to the Services ("Feedback"), Customer and its Users (as applicable) grant to Jasper a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate such Feedback into the Services in any manner.

## 5. Data Privacy and Security

- a. *Hosting and Processing.* Unless otherwise specifically agreed to in writing by Jasper, Customer Property may be hosted by Jasper or its Affiliates, or their respective authorized third-party service providers, in the United States, the European Economic Area ("EEA"), or the United Kingdom.
- b. *Transfer of Personal Data.* To the extent that Personal Data within the Customer Property originates from a User or End-User in the EEA, as further described in the DPA, Jasper will ensure that, pursuant to (i) the EU Regulation 2016/679 and any applicable national laws made under it; and (ii) the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded), if Personal Data within Customer Property is transferred to a country or territory outside of the EEA (a "non-EEA country"), then such transfer will only take place if: (i) the non-EEA country in question ensures an adequate level of data protection based on a decision by the European Commission; (ii) one of the conditions listed in Article 46 or 49 of the GDPR (or its equivalent under any successor legislation) is satisfied; or (iii) the Personal Data is transferred on the basis of standard contractual clauses.
- c. *Data Processing Agreement.* The Data Processing Agreement with Jasper ("DPA") is accessible for review at [legal.jasper.ai/#dpa](https://legal.jasper.ai/#dpa). Upon execution of an Order Form by Customer, the DPA shall be fully incorporated by reference in, and become a part of, this Agreement.
- d. *Subprocessors.* Customer acknowledges and agrees that Jasper may use Subprocessors, who may access Customer Property, to provide, secure and improve the Services. Jasper shall be responsible for the acts and omissions of its Subprocessors to the same extent that Jasper would be responsible if Jasper was performing the services of each Subprocessor directly under the terms of this Agreement. A list of all Subprocessors can be found here: [legal.jasper.ai/#sub-processors](https://legal.jasper.ai/#sub-processors).
- e. *In-Product Cookies.* Whenever Customers or Users interact with the Services, Jasper uses First Party Cookies to collect information to ensure Customers and Users can securely, quickly and reliably use the Services, and Jasper's In-Product Cookie Policy applies. When Jasper collects this information, it only uses this data to (i) provide the Services, or (ii) in aggregate form, and not in a manner that would identify the Customers or Users personally.
- f. *Information Security Requirements.* Jasper will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure the Services and Customer Property against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access, and (c) minimize security risks, including through risk assessment and regular testing. As part of this information security program, Jasper shall

implement the security measures available at [legal.jasper.ai/#security-requirements](https://legal.jasper.ai/#security-requirements).

## 6. Confidentiality

- a. *Confidentiality.* During the term of this Agreement and for a period of three (3) years thereafter, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party with Disclosing Party's consent or to its Affiliates, officers, directors, employees, subcontractors, agents or prospective financing sources or acquirers who need to know such information in connection with this Agreement and who are bound by written agreements requiring the protection of such Confidential Information. This Section 6 shall supersede any non-disclosure agreement by and between Customer and Jasper entered prior to the Effective Date that would purport to address the confidentiality of Confidential Information and such agreement shall have no further force or effect with respect to either Party's Confidential Information.
- b. *Compelled Disclosure.* If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- c. *Return of Confidential Information.* At any time upon the request of the Disclosing Party, the Receiving Party will destroy all Confidential Information of the Disclosing Party, including all copies thereof and notes and other materials incorporating such Confidential Information, whether in physical or electronic form; provided, however, (x) Jasper, as Receiving Party, shall not be required to delete any Customer Confidential Information that is licensed to Jasper pursuant to Section 4(c)(ii) so long as it is aggregated and de-identified so that it cannot identify Customer or its Users; and (y) the Receiving Party shall not be required to return or destroy electronic copies that are automatically stored in accordance with Receiving Party's generally applicable backup policies and which are not reasonably accessible by the Receiving Party ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.
- d. *Remedies.* If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## 7. Warranties; Disclaimers

- a. *Mutual Warranties.* Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.
- b. *Jasper Warranties.* Jasper warrants to Customer that the Services purchased by Customer will, in all material respects, perform in accordance with the applicable portions of the Documentation. This warranty shall not apply to non-conformities, errors, or problems caused by acts within the control of Customer or any of its Users, or arising from Customer's negligence or improper use of the Services, from unauthorized modifications made to the Services, from use of the Services in an unsupported operating environment or manner, or that arises from Customer's or any third party's software or systems (including Third Party Products).
- c. *Customer Warranties.* Customer warrants that it will not use the Services for unlawful purposes or in a manner that infringes or otherwise violates the rights of any third party.
- d. *Disclaimer.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (1) THE SERVICES ARE PROVIDED "AS-IS"; (2) NEITHER PARTY MAKES ANY

ADDITIONAL WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY OF ANY KIND TO THE OTHER PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, (3) EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, UNDERTAKINGS AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND (4) JASPER'S LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE SERVICES TO SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF SUPPLYING THE SERVICES AGAIN. IN ADDITION, JASPER DOES NOT GUARANTEE THERE WILL BE NO LOSS OR CORRUPTION OF CUSTOMER PROPERTY STORED BY JASPER. CUSTOMER AGREES TO MAINTAIN A COMPLETE AND ACCURATE COPY OF ALL CUSTOMER PROPERTY IN A LOCATION INDEPENDENT OF THE SERVICES.

- e. *Beta Services.* Jasper may make Beta Services available to Customer at no charge, and Customer may choose to try such Beta Services at its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to Customer. Beta Services are not considered "Services" under this Agreement for purposes of Section 7 (Warranties; Disclaimer) and Sections 8(a) (Indemnification by Jasper); however, all restrictions, Jasper's reservation of rights, Customer's obligations concerning the Services, and Customer's use of any Third Party Products shall apply equally to Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date otherwise specified in writing by Jasper. Jasper may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Beta Services are provided "AS IS" with no express or implied warranty and are outside the scope of Jasper's indemnification obligations.

## 8. Indemnification

- a. *Indemnification by Jasper.* Jasper shall indemnify, defend, and hold harmless Customer, its employees, directors and officers (the "Customer Indemnified Parties") from and against any and all costs, damages and expenses (collectively, "Losses"), suffered or incurred by any Customer Indemnified Party, as a result of any claim brought by a third party ("Third Party Claim") against a Customer Indemnified Party alleging that the Services in accordance with the terms and conditions of this Agreement infringes any patent, copyright, trademark or trade secret right of such third party (an "Infringement Claim"). Without limiting the foregoing, in the event that any portion of the Services is likely to, in Jasper's sole opinion, or does become the subject of an Infringement Claim, Jasper may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) terminate the Agreement and any outstanding Order Forms and refund to Customer prepaid unused Fees for the infringing items. Jasper shall have no liability for any Infringement Claim to the extent arising from: (1) Customer's use or supply to Jasper of any Customer Property; (2) use of the Services in combination with any software, hardware, network, or system not supplied by Jasper if the alleged infringement relates to such combination; (3) any modification or alteration of the Services (other than by Jasper); (4) the Output; or (5) Customer's violation of applicable law or third party rights.
- b. *Indemnification by Customer.* Customer shall indemnify, defend, and hold harmless Jasper, its employees, directors and officers (the "Jasper Indemnified Parties") from and against any and all Losses, suffered or incurred by any Jasper Indemnified Party, arising from any Third Party Claim against a Jasper Indemnified Party (i) alleging that any Customer Property or Customer's use of the Services beyond the license granted in this Agreement infringes, violates or misappropriates any patent, copyright, trademark or trade secret right of any third party or (ii) arising from Customer's breach of the Platform Guidelines.
- c. *Indemnification Conditions.* The Parties' obligations under this Section 8 are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim subject to

indemnification under this Section 8, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party without the prior express written consent of the indemnified party, which shall not be unreasonably withheld. The rights and remedies set forth in this Section 8 are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable Third Party Claim.

#### **9. Limitation of Liability**

- a. *Exclusion of Damages.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.
- b. *Cap on Monetary Liability.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND AMOUNTS ACCRUED BUT NOT YET PAID FROM CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- c. *Exceptions.* The exclusions and limitations in Section 9(a) and 9(b) do not apply to (i) the Parties' obligations under Section 6 (Confidentiality) or Section 8 (Indemnification), (ii) liability for gross negligence or willful misconduct, or (iii) liability for Customer's (1) breach of its payment obligations hereunder, (2) use of the Services in violation of this Agreement, or (3) infringement of Jasper's intellectual property rights in the Services.

#### **10. Term and Termination**

- a. *Term of Agreement.* This Agreement commences on the Effective Date and shall remain in effect until terminated in accordance with Section 10(c).
- b. *Term of Subscriptions.* Customer's access to the purchased Services shall commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified on such Order Form. At the expiration of each Subscription Term, the Subscription Term for all purchased Services will automatically renew for the same period as the renewing Subscription Term, unless either Party elects to not renew by notifying the other Party in writing at least 60 days before such renewal (or at anytime before the renewal date, if the expiring Order Form provides for a month-to-month subscription). Except as otherwise specified in a written notice sent to Customer at least 60 days prior to a renewal (or 30 days, if the expiring Order Form provides for a month-to-month subscription), Jasper's per-unit pricing for any renewal Subscription Term shall not increase by more than the greater of (i) five percent (5%) or (ii) the increase in the Consumer Price Index (CPI), in each case, over the renewing Subscription Term. Any introductory or temporary discount offered in a previous Subscription Term does not apply for a renewal Subscription Term. For the avoidance of doubt, the foregoing caps on price increases shall not apply to renewals in which a Customer is transitioning from a month-to-month subscription to a longer subscription.

- c. *Termination.* Either Party may terminate this Agreement and/or any Order Form by providing written notice to the other Party in the event the other Party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to: (i) cure such breach within thirty (30) days after receipt by the breaching Party of written notice specifying the breach, or (ii) if the breaching Party is incapable of curing such breach within thirty (30) days, provide the other Party with an acceptable plan for curing such breach within ten (10) days after receipt of such notice and thereafter curing such breach in accordance with such plan. In addition, a Party may terminate this Agreement by providing written notice to the other Party if there are no Order Forms in effect for more than thirty (30) days, continuously.
- d. *Effect of Termination.* Expiration or termination of one Order Form shall not affect any other Order Form. In the event of termination of this Agreement, Customer shall cease all use of the Services.
- e. *Surviving Provisions.* The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 1, 3, 4, 6, 7(d), 8, 9, 10(d), 10(e), 11, and the Platform Guidelines. Termination or expiration of this Agreement shall not affect any obligation accrued or arising prior to such termination or expiration.

## 11. Miscellaneous

- a. *Relationship.* This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties, and Jasper will be considered an independent contractor when performing any Services hereunder.
- b. *Entire Understanding.* This Agreement (including the DPA (if applicable), the Platform Guidelines, the Information Security Requirements, and Order Forms, which are incorporated herein by reference) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior proposals, marketing materials, negotiations, and other written or oral communications between the Parties with respect to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of such Order Form shall prevail. Notwithstanding any language to the contrary therein, all terms and conditions stated in any Customer purchase order or in any other ordering documentation (excluding Order Forms) are hereby rejected. Such terms will not be deemed incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.
- c. *Modification; Waiver.* Except for Jasper's modification or update of the Documentation or the Service, or any policies as necessary to comply with applicable law, rules, and regulations, no modification of this Agreement, and no waiver of any breach of this Agreement or right under this Agreement, is legally binding against the other Party unless in writing and signed or electronically accepted by both Parties.
- d. *Governing Law; Venue.* The parties hereto agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity hereof or thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by final and binding arbitration in Austin, Texas (except for an action for interim equitable relief otherwise permitted under this Agreement and/or unless otherwise agreed by the parties), before a sole arbitrator, in accordance with the laws of the State of Delaware. The arbitration shall be administered by JAMS (or its successor) pursuant to its Comprehensive Arbitration Rules and Procedures; provided, however, if the Parties mutually elect, the arbitration can be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures instead of its Comprehensive Arbitration Rules and Procedures. The arbitrator's decision shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final and binding. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof. The Parties will pay their own costs (including, without limitation, attorneys' fees) and expenses in connection



with such arbitration.

- e. *Assignment.* Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party, which consent (1) may not be unreasonably withheld, and (2) will be deemed to have been given if the other Party fails to respond to the requesting Party's written notice of intent to assign within fourteen (14) days of receipt of such notice; provided, however, a Party may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- f. *Notices.* Except for notification methods expressly permitted under the Platform Guidelines, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- g. *Anti-Corruption.* Customer acknowledges and agrees that it has not received or been offered any illegal bribe, kickback, payment, gift, or thing of value from any Jasper employees, agent or representative in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. Customer will promptly notify Jasper if it offers or receives any such improper payment or transfer in connection with this Agreement.
- h. *Force Majeure.* Except for the performance of a payment obligation, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, epidemics, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. In the event any of the foregoing events results in Jasper not being able to provide the Services for a period of more than thirty (30) days, then either Party may terminate the Agreement upon written notice to the other Party.
- i. *Export Control.* The Service and related technical data and services (collectively, "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all applicable export and re-export control laws and regulations and will not export or re-export any Controlled Technology in contravention to U.S. law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Controlled Technology is generally prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, and any other country subject to relevant trade sanctions.
- j. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

