

MASTER SERVICES AGREEMENT

This Master Services Agreement (together with any exhibits, schedules, attached hereto, this "Agreement") is made and entered into MM/DD/20YY ("Effective Date"), between Appen Butler Hill, Inc with its principal business office located at 12131 113th Ave NE Suite #100, Kirkland, WA 98034 ("Appen"), by and through its Affiliates, and [insert customer legal name] ("Customer"), with principal place of business at, [insert customer HQ address] ("Customer") (both Appen and Customer may be individually referred to herein as a "Party" and collectively as the "Parties"). NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Appen Hosted Deployment" means the Hosted Service is installed on a web-based platform that is hosted by Appen or a third-party hosting facility designated by Appen.

"Collected Data" means information collected by Appen or a Contributor, obtained by Appen from publicly available sources or its third-party content providers and made available to Customer pursuant to a SOW.

"Contributor" means an individual who chooses to perform certain Tasks in return for posted "rewards" offered by Appen.

"Customer" means the company that signs this Agreement and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into SOWs.

"Customer Data" means proprietary information of Customer including non-public data provided by Customer to Appen necessary to enable the provision of the Services. For clarity, Customer Data may include but is not limited to, documents, messages, graphics, images, files, data and other information submitted by Customer to Appen, but excludes any Collected Data.

"Deliverables" means the literary works or other works of authorship (such as, annotations, transcriptions, relevancy rankings, documentation, reports, and similar works) that Appen may deliver to Customer as part of the Professional Services and as specified in the applicable SOW. The term "Deliverables" does not include the Hosted Services (if any), Customer Data and other items as specified between the Parties. Appen will identify Deliverables that Appen will provide to Customer in the applicable SOW.

"Documentation" means the Appen product documentation located at <https://success.appen.com/hc/en-us> relating to the operation and use of the Hosted Service, including technical program or interface documentation, operating instructions, update notes, and support knowledge base, as made available and updated from time to time by Appen.

"Enterprise" means any legal entity (such as a corporation) and the subsidiaries of which it owns more than 50 percent of the voting interests.

"Hosted Service" means Appen's various proprietary web-based crowdsourcing data enrichment "Software-as-a-Service" platforms ("Platform") used by Appen to help deliver Services or create Deliverables for Customer. "Hosted Service" excludes Collected Data and Non-Appen Applications.

"Non-Appen Application" means a Web-based, mobile, offline or other software application functionality that is provided by Customer.

"Professional Services" means those Tasks or other consulting, education, or training services offered to Customer as set forth in a SOW issued under this Agreement. Professional Services may include various tasks such as collecting, cleaning, categorizing, annotating, labeling, translating, transcribing or making relevance judgments about Customer Data or Collected Data or both.

"Service Commencement Date" means the first date on which Appen performs Professional Services.

"Statement of Work" or "SOW" means an ordering document specifying the Services or Deliverables to be provided hereunder that is entered into between Customer and Appen or any of their respective Affiliates, including any addenda and supplements thereto. By entering into a SOW hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original Party hereto.

"Task" means an Appen job or jobs within the Hosted Service sharing a singular set of instructions.

“Users” means employees of Customer and its Affiliates and their representatives, consultants, contractors, subcontractors, or agents who are authorized to use the Hosted Service and have been supplied unique user identifications and passwords by Customer.

2. PROFESSIONAL SERVICES

2.1. Professional Services. Appen will provide Professional Services to Customer as described in each SOW. Professional Services may be performed by Appen or a Contributor. Contributors who perform the Professional Services are Appen's independent contractors and not employees, agents, joint ventures or partners of Customer. This Agreement constitutes a contract for the provision of Professional Services and not a contract of employment, and accordingly Appen shall be fully responsible for all payments (including associated tax, contributions, or deductions required under law) to Contributors in consideration of the tasks provided to Appen for Customer.

2.1.1. Each Party shall designate a Project Manager who shall work together with the other Party's Project Manager to facilitate an efficient delivery of Professional Services.

2.1.2. Customer agrees to review Deliverables that are subject to Customer's acceptance within five business days of receipt and notify Appen in writing of any requested revisions. Deliverables will be deemed accepted if Appen does not receive such written notice within the applicable review period or if Customer makes productive use of the Deliverables. Any notice of requested revisions to the Deliverables will state in reasonable detail the reasons for the requested revisions. Appen will make revisions consistent with the scope and in accordance with the other terms of the SOW. Deliverables that are updated periodically with current information (such as status reports, project plans, and other similar or administrative information) do not require formal acceptance unless stated otherwise in a SOW.

2.1.3. In order to change the description of Deliverables set forth in a SOW, Customer will submit a written request to Appen specifying the proposed changes in detail and Appen will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the requested change in Professional Services. Appen will continue performing the Professional Services in accordance with the applicable SOW until the parties agree in writing on the change in scope of work, scheduling, and fees.

2.2. Hosted Service. Appen may use the Hosted Service to help deliver Services or create Deliverables for to Customer as indicated in a SOW.

2.2.1. Subject to the terms and conditions of this Agreement and other restrictions as documented on the applicable SOW, Appen may permit Customer to access various aspects of the Hosted Service.

3. PROPRIETARY RIGHTS

3.1. Appen's Intellectual Property Right. All rights, title, and interest in and to all intellectual property rights in the Hosted Service (including all derivatives, modifications, tools, improvements and enhancements thereof) are and shall be owned exclusively by Appen notwithstanding any other provision in this Agreement or SOW. The Appen name, logo and product names associated with the Hosted Service are trademarks of Appen, and no right or license is granted to use them. All rights not expressly granted to Customer are reserved by Appen.

3.2. Customer's Intellectual Property Right. As between Customer and Appen, Customer shall retain all right, title and interest in and to all Customer Data. For clarity, Customer Data does not include non-identifiable aggregate data compiled by Appen, or Licensed Deliverables.

3.3. Rights to Deliverables. Deliverables will be specified in the applicable SOW as “Assigned Deliverables,” “Licensed Deliverables,” or otherwise as both parties agree. Notwithstanding anything to the contrary, in the event of any conflict or ambiguity, any Deliverable will be considered Licensed Deliverables.

3.3.1. Customer will own the copyright in Deliverables created as part of a SOW that are identified as **Assigned Deliverables**, and they will each constitute a “work made for hire” or equivalent legal concepts to the extent permissible under applicable law. If any such Assigned Deliverables are not works made for hire under applicable law, Appen assigns the ownership of copyrights in Assigned Deliverables to Customer. Customer hereby grants Appen an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, publicly display, publicly perform, sublicense, distribute, and prepare derivative works based on, Assigned Deliverables.

3.3.2. Appen or its suppliers owns and retains all right, title, and interest, in and to the **Licensed Deliverables**. Appen grants Customer a revocable (provided such revocation is only in the event of an actual or alleged breach of the terms of this license), nonexclusive, worldwide, license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only), copies of Licensed Deliverables where such Licensed Deliverables are owned by Appen or can be licensed out to Customer, to the extent necessary for Customer to exercise rights in the Licensed Deliverables.

3.4. License Grant.

3.4.1. Customer hereby grants to Appen a worldwide, royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 13.4 Assignment), sub-licensable right to use, reproduce, electronically distribute, publicly display, create derivative works of and publicly perform the Customer Data for purposes of providing the Services hereunder, to improve Appen's service offerings, and improve Appen's internal research and development, and any other activities expressly agreed in writing by Customer. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby represents and warrants that it owns sufficient right, title and interest in and to the Customer Data necessary to allow Appen to use all such data and materials as contemplated by this Agreement. Appen will not be liable for any failure to preform or provide Services that is caused by Customer's delay in, or failure to provide Customer Data.

3.4.2. Customer hereby grants Appen a worldwide, royalty-free, fully-paid, irrevocable, non-exclusive license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Assigned Deliverables to improve Appen's services offerings and its internal research and development.

3.5. Feedback. If Customer provides any feedback to Appen concerning the functionality and performance of any Licensed Deliverables (including identifying potential errors and improvements), Customer hereby assigns to Appen all right, title, and interest in and to the feedback, and Appen is free to use the feedback without payment or restriction.

4. USE OF THE SERVICES AND COLLECTED DATA

4.1. Use Restrictions. Customer will not, directly or indirectly, and will not permit or authorize its agents, Affiliates, or third parties to: (a) make any Collected Data available to anyone other than Customer or use any Collected Data for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an applicable SOW or the Documentation, or (b) sell, resell, license, sublicense, distribute, make available, rent, re-host or lease any Hosted Service or Collected Data, or include any Hosted Service or Collected Data in a service bureau or outsourcing offering, (c) use the Hosted Service or Non-Appen Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Hosted Service or Non-Appen Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Hosted Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Hosted Service or Collected Data or its related systems or networks, (g) permit direct or indirect access to or use of any Hosted Service or Collected Data in a way that circumvents a contractual usage limit, or use any Hosted Service to access or use any Appen intellectual property except as permitted under this Agreement, a SOW, or the Documentation, (h) modify, copy, or create derivative works based on a Hosted Service or any part, feature, function or user interface thereof, (i) copy Collected Data except as permitted herein or in a SOW or the Documentation, (j) frame or mirror any part of any Hosted Service or Collected Data, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Hosted Service or Collected Data or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Hosted Service, (3) copy any ideas, features, functions or graphics of the Hosted Service, or (4) determine whether the Services are within the scope of any patent.

5. NON-APPEN COLLECTED DATA OR SERVICES

5.1. Non-Appen Collected Data. Customer may request in a SOW that Appen or Contributors obtain Collected Data from a third-party which may only be available under restrictions or a license from that third-party. Notwithstanding anything to the contrary in this Agreement, Appen cannot and does not warrant such third-party Collected Data, and such third-party Collected Data will be only made available to Customer subject to the term, conditions, restrictions or licenses that may be imposed by that third-party.

6. FEES AND PAYMENT

6.1. Fees and Payment Terms. Customer will pay Appen the fees set forth in the applicable SOW. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month, or the maximum rate permitted by law, whichever is lower. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Appen to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset. Unless otherwise expressly agreed in a SOW, all amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

6.2. Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for Professional Services is 30 days or more overdue, Appen is entitled to, without limiting its other rights and remedies, suspend Professional Services or withhold any Deliverable until such amounts are paid in full, provided that Appen will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Notice" section below for billing notices, before suspending Services to Customer.

6.3. Taxes. Other than net income taxes imposed on Appen, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the

net amounts received by Appen after all such taxes are paid are equal to the amounts that Appen would have been entitled to in accordance with this Agreement as if the taxes did not exist.

6.4. **Invoicing Information.** Appen shall deliver invoices to Customer via email to the email address(es) set forth in Section 13.1 (Notices), and/or via Appen's invoicing portal. Customer agrees to provide Appen with complete and accurate invoicing and contact information for all SOW(s) and shall inform Appen of any changes to the Customer's contact information. Customer's failure to timely provide such information, including any purchase order(s), as applicable, shall not relieve Customer of any fees, penalties, or interest herein, or affect any right of Appen to terminate under this Agreement.

7. TERM AND TERMINATION

7.1. **Term.** The Agreement commences on the Effective Date and continues unless this Agreement is terminated in accordance with this Section 7.

7.2. **Termination.** A Party may terminate this Agreement for cause: (a) upon 30 days written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors.

7.3. **Termination Effects.** If this Agreement is terminated by Customer in accordance with the "Termination" section above or "Severability" section below, Customer will pay Appen for cost of Services or Deliverables up to the effective date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable to Appen for the period prior to the effective date of termination.

7.4. **Surviving Provisions.** The sections titled "Defined Terms," "Proprietary Rights," "Use of the Services and Collected Data," "Fees and Payment," "Term and Termination," "Indemnification Obligations," "Limitations of Liability," "Confidentiality," and "General" will survive any termination or expiration of this Agreement, and the section titled "Data Privacy" will survive any termination or expiration of this Agreement for so long as Appen retains possession of Customer Data.

8. WARRANTY AND DISCLAIMER

8.1. **Mutual Warranties.** Each Party warrants that (a) it is a corporation, partnership or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the state in which it is incorporated; (b) it has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; and (c) the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is a valid and binding agreement enforceable in accordance with its terms.

8.2. Appen Warranties.

8.2.1. Appen warrants for ninety (90) calendar days from the performance of any Professional Services by Appen that such Professional Services shall be performed in a manner consistent with generally accepted industry standards. Customer must report in writing any breach of the warranty contained in this section to Appen during the relevant warranty period, and Customer's exclusive remedy and Appen's entire liability for any breach of such warranty shall be the re-performance of the Professional Services, or if Appen is unable to perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid for the nonconforming Professional Services.

8.3. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, APPEN MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. APPEN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. APPEN DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE ERROR-FREE.

9. INDEMNIFICATION OBLIGATIONS

9.1. **Customer Indemnification.** Appen will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Professional Services or a Deliverable infringes or misappropriates such third party's U.S. intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Appen in writing of, a Claim Against Customer, provided Customer (a) promptly gives Appen written notice of the Claim Against Customer, (b) gives Appen sole control of the defense and settlement of the Claim Against Customer (except that Appen may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Appen all reasonable assistance, at Appen's expense. If Appen receives information about an infringement or misappropriation claim related to Professional Service, Appen may in its discretion and at no cost to Customer (i) modify the Professional Service so that it is no longer claimed to infringe or misappropriate, or (ii) obtain a license to continue to deliver the Professional Services, or (iii) terminate Customer's use of the Professional Services and refund any paid and unused amounts.

9.2. Appen Indemnification. Customer shall defend Appen and its Affiliates against any claim, demand, suit or proceeding made or brought against Appen by a third party alleging that any Customer Data used by Appen, infringes or misappropriates a third party's intellectual property rights ("Claim Against Appen"), and will indemnify Appen from any damages, attorney fees and costs finally awarded against Appen as a result of, or for any amounts paid by Appen under a settlement approved by Customer in writing of, a Claim Against Appen, provided Appen (a) promptly gives Customer written notice of the Claim Against Appen, (b) gives Customer sole control of the defense and settlement of the Claim Against Appen (except that Customer may not settle any Claim Against Appen unless it unconditionally releases Appen of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

10. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS, SHAREHOLDERS OR AGENTS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS, SHAREHOLDERS OR AGENTS'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO APPEN UNDER THE APPLICABLE SOW DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY APPEN TO CUSTOMER AND IS AN ESSENTIAL COMPONENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; THUS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH JURISDICTIONS.

11. DATA PRIVACY

Appen will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data. To the extent the parties execute a Data Processing Agreement ("DPA") for the processing of Personal Data (as defined in the DPA) which may be contained in Customer Data, Collected Data, or Customer Confidential Information that is processed by Appen in its provision of the Services, the terms of such DPA shall be incorporated into this Agreement by reference.

12. CONFIDENTIALITY

12.1. Confidential Information. For purposes hereunder, confidential information ("Confidential Information") shall mean all information disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Appen includes tools, methodologies and techniques, and the terms and conditions of this Agreement and all SOWs (including pricing). Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. Each Party shall hold the other Party's Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and shall (a) use such Confidential Information solely for intended purposes under this Agreement and (b) limit access to Confidential Information of the other Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving Party containing protections not materially less protective of the Confidential Information than those herein. Within the above limitations, Appen may use Customer's Confidential Information for development, diagnostic and corrective purposes.

12.2. Exception. The foregoing obligations do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving Party from a third-party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. In the event the receiving Party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, and if such order or subpoena allows, such Party will promptly notify the other Party in writing. Nothing herein shall be deemed to restrict the disclosing Party's use of its own Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Appen services.

13. GENERAL

13.1. Notices. Except as provided elsewhere in this Agreement, either Party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service: (i) if to Customer, to Customer's address on record in Appen's account information or (ii) if to Appen, to, 12131 113th Ave NE Suite #100, Kirkland, WA 98034, addressed to the attention of: Legal Dept. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing.

13.2. Relationship of Parties. In all matters relating to this Agreement, Appen and Customer will act as independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Appen will be solely responsible for payment of federal, state and local tax withholdings, social security, disability, unemployment insurance, worker's compensation, industrial accident and other contributions attributable to the Appen employees that render the Services. Neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, partner, employee, or in any other capacity. Neither Appen nor Customer shall become liable or bound by any representation, act or omission whatsoever of the other Party.

13.3. Publicity. Appen may list Customer's name and logo on Appen's list of customers. Within sixty days of the Effective Date, Customer agrees to provide a quote from one of Customer's executives about the Service to use in a mutually agreeable press release.

13.4. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all SOWs), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. In the event of such a termination, Appen will refund Customer any prepaid fees covering the remainder of the Order Term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.5. Governing Law. This Agreement will be governed by the laws of the United States of America and the state of California, without reference to its conflict of laws principles or any other principles that would result in the application of a different body of law. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, USA, and the parties hereby submit to the personal jurisdiction and venue of these courts.

13.6. Waiver. The failure to enforce any right will not be deemed a waiver of such or any other right.

13.7. Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary with the remaining portions of this Agreement remaining in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision. However, if any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, Customer's right to use or receive the Service will immediately terminate and Customer shall receive a prorated refund as set forth in the "Termination" section, above.

13.8. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by email, electronic signature, or fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

13.9. Entire Agreement. This Agreement, including the applicable SOW(s) issued thereunder, constitutes the entire agreement between the Parties regarding the subject matter therein. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the body of this Agreement, (2) the applicable SOW, and (3) the Documentation. Section headings used herein are provided for convenience only and shall not be used to construe meaning or intent. In the event of any conflict between the English language version of this Agreement and any translation hereof, the English language version shall prevail.

13.10. Reservation of Rights. Appen reserves all rights not expressly granted to Customer in this Agreement. Except as expressly stated, nothing herein shall be construed to (a) directly or indirectly grant to a receiving Party any title to or ownership of a providing Party's intellectual property rights in services or materials furnished by such providing Party hereunder, or (b) preclude such providing Party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder.

13.11. Modifications. The terms of this Agreement may be modified only by a written amendment signed by the Parties which references this Agreement and clearly documents that such is intended to amend the terms of this Agreement. For clarity, terms

and conditions on Customer's purchase orders or other of Customer's ordering documentation or the text in an email which purports to modify or supplement this Agreement shall not add to or vary the terms and conditions of this Agreement. No usage of trade or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

13.12. Conflicting Provisions. Should any terms contained in any attachment to this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

13.13. Revocation. Notwithstanding any other provision hereof, Appen's offer to enter into this Agreement with Customer shall be revoked if the Parties have not executed this Agreement, or an associated SOW, via their respective signature(s) within 30 days after its presentation to Customer.

13.14. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.15. Federal Government End Use Provisions. Appen provides the Hosted Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Hosted Service consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Hosted Service shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

13.16. Export Compliance with Laws. Customer agrees to use the Hosted Service and Collected Data for legitimate and lawful business purposes only. Customer will at all times use the Hosted Service and Collected Data in compliance with all applicable laws and regulations including but not limited to United States export and re-export control laws and regulations, including economic sanctions maintained by the US Treasury Department. Customer may not remove or export from the United States or allow the export or re-export of the Hosted Service or any direct product thereof in violation of any restrictions, laws or regulations. Customer agrees to defend and indemnify, to the fullest extent permitted by law, and hold harmless Appen from and against any fines or penalties or reasonable attorneys' fees and cost that may arise as a result of Customer's breach of this provision or otherwise from Customer's misuse of the Hosted Service. This clause shall survive termination or cancellation of this Agreement.

13.17. Freedom of Action. Nothing in this Agreement will restrict or limit Appen from performing, at any time, any consulting, implementation, integration, development, training, support or other services on behalf of itself or any other entity in any industry, and Appen may, at any time, enter into agreements with other companies, including direct competitors of Customer, for the provision of services of any kind, including such that are or may be deemed to be similar to the Services.

BY EXECUTION BELOW, THE SIGNATORIES REPRESENT AND WARRANT THAT THEY HAVE READ, UNDERSTOOD AND HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTY.

APPEN

Name: _____

Title: _____

Signature: _____

Email for Notices: legal@appen.com

Date: _____

CUSTOMER

Name: _____

Title: _____

Signature: _____

Email for Notices: _____

Date: _____