

MASTER SERVICE AGREEMENT

This W&B Master Service Agreement (“**Agreement**”) is entered into as of January 30, 2026 (“**Effective Date**”) by and between Weights and Biases, LLC, a Delaware limited liability company having its principal place of business at 400 Alabama Street, Suite 202, San Francisco, CA 94110 (“**W&B**”) and [Customer Name] having its principal place of business at [Customer Address] (“**Customer**”).

1. Definitions.

- a. “**Affiliate**” means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.
- b. “**Authorized User**” means one individual (no concurrent usage with other users is permitted), whether for themselves or on behalf of their entity, that are authorized by Customer to use the Software or Service.
- c. “**BAA**” means W&B’s Business Associate Agreement available at: <https://wandb.ai/site/baa>.
- d. “**Beta Features**” means any features, functionality or services which W&B may make available to Customer to try at no additional cost or which is designated as beta, trial, preview or another similar designation.
- e. “**Confidential Information**” means any information of a confidential or proprietary nature provided by a party to the other party, which includes any information that should be reasonably understood as confidential under the circumstances, including the terms of this Agreement and each Order Form, and: (i) with respect to W&B, the W&B Assets and Beta Features; and (ii) with respect to Customer, the Customer Data. Confidential Information does not include information that: (A) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed; (B) is documented as being known to the Receiving Party prior to its disclosure by the Disclosing Party; (C) is independently developed by Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (D) is obtained by Receiving Party without restrictions on use or disclosure from a third party.
- f. “**Customer Data**” means any data, content or material that Customer (including its Authorized Users) inputs into the Software or Service, including machine learning models and deep learning research projects, and any visualizations, analyses, and other reports generated by the Software or Service.
- g. “**Customer Environment**” means equipment, systems and servers owned or managed solely by Customer.
- h. “**Deployment**” means the deployment type of the Software or Service ordered by Customer.
- i. “**Documentation**” means the documentation related to the Software or Service located at: <https://docs.wandb.ai/>.
- j. “**DPA**” means W&B’s Data Processing Addendum located at: <https://wandb.ai/site/dpa>.
- k. “**Malicious Code**” means any harmful, malicious, or hidden code, programs, procedures, routines, or mechanisms that would: (i) cause the Software or Service to cease functioning; (ii) damage or corrupt any W&B owned or controlled data, programs, equipment, systems, servers or communications; or (iii) interfere with the operations of the Software or Service (e.g., trojan horses, viruses, worms, time bombs, time locks, devices, traps, access codes, or drop dead or trap door devices).
- l. “**Order Form**” means: (i) each order document executed in writing between the parties for the purchase of a subscription to the Software, Service or Professional Services; or (ii) the purchase of a subscription through the Service (e.g., by means of the Service dashboard).
- m. “**Professional Services**” means training, enablement, migration, consulting or other technical services that W&B provides to Customer
- n. “**Prohibited Content**” means content that: (i) is illegal under any applicable law; (ii) violates any third-party rights including privacy, intellectual property rights and trade secrets; (iii) contains false, misleading,

or deceptive statements, depictions, or practices; (iv) contains Malicious Code; or (v) is otherwise objectionable to W&B in its sole, but reasonable, discretion.

- o. **“Sensitive Data”** means: (i) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented); (ii) credit, debit, bank account or other financial account numbers; (iii) social security numbers, driver’s license numbers or other government ID numbers; and (iv) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation.
- p. **“Service”** means W&B’s proprietary cloud service as: (i) identified in an Order Form; or (ii) otherwise provided by W&B to Customer.
- q. **“Service Level Agreement”** or **“SLA”** means W&B’s service level agreement located at: <https://wandb.ai/site/service-level-agreement>.
- r. **“Software”** means W&B’s proprietary software, which includes all Updates.
- s. **“Subscription Term”** means the length of the subscription specified in the Order Form.
- t. **“Support”** means support for the Software or Service as described in the Support Policy located at: <https://wandb.ai/site/support-policy>.
- u. **“Taxes”** means any and all customs, duties, national and local sales, use, or value added taxes, goods and services tax, consumption tax, withholding tax, or similar charges, federal, state or otherwise, including penalties and interest however designated, which are levied or imposed by any governmental entity.
- v. **“Third-Party Platform”** means any platform, add-on, service or product not developed by W&B that Customer uses with the W&B Assets.
- w. **“Trial”** means access to the Software or Service on a trial basis.
- x. **“Updates”** means any corrections, fixes, patches, workarounds, modifications and version changes to the Software or Service that W&B makes available in connection with this Agreement.
- y. **“Usage Data”** means data and other information relating to the provision, use and performance of the Software and Service.
- z. **“VAT ID”** means any valid and existing tax identification number issued by the relevant tax authorities to Customer for the registration for value added tax, goods and services tax or any other indirect tax.
- aa. **“W&B Assets”** means the Software, Service, Professional Services and Documentation.

2. **Service & Software.**

- a. W&B Multi-Tenant Public Cloud & W&B Dedicated Cloud. For W&B Multi-Tenant Public Cloud and W&B Dedicated Cloud Deployments, Customer may access and use the Service in accordance with the Documentation for Customer’s internal business purposes during the Subscription Term, subject to this Agreement.
- b. Customer Managed Single-Tenant Cloud & Customer Managed On-Premise. For Customer Managed Single-Tenant Cloud and Customer Managed On-Premise Deployments, W&B grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as otherwise provided herein) license during the Subscription Term to download, install and use the Software in the Customer Environment in accordance with the Documentation for Customer’s internal business purposes, subject to this Agreement.
- c. Restrictions. Customer will not (and will not allow any third party to): (i) allow anyone other than Authorized Users to access and use the W&B Assets or share any access credentials with any third party; (ii) resell, distribute, sub-license or rent the W&B Assets; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, interface protocols or underlying structure or algorithms related to the Software or Service; (iv) modify, adapt, or translate, or otherwise create derivative works of the W&B Assets; (v) remove or modify any proprietary notices or restrictive legends from the W&B Assets; (vi) make copies, store, or archive any portion of the W&B Assets without the prior written permission of

W&B except: (1) where necessary to accomplish the Deployment, or (2) for Customer Data generated by Customer through the intended functionality as set forth in the Documentation; (vii) use the W&B Assets in a way that (1) infringes, misappropriates, or otherwise violates any intellectual property right, (2) violates this Agreement, or (3) violates any applicable law or third-party right; (viii) use the Software or Service in any manner to circumvent subscription fees or subscription plan limitations; (ix) introduce any Malicious Code into the Software or Service; (x) exploit the Software or Service in any manner that may adversely affect network capacity or infrastructure, including by deploying spiders, web-bots, screen-scrapers, or web crawlers; or (xi) access the W&B Assets for the purpose of building a competitive product or service or copying its features or user interface (together, (i) through (xi) the “**Restrictions**”). The foregoing Restrictions will be inapplicable to the extent prohibited by applicable law.

- d. *Trial Period.* W&B may offer optional Trials. Subject to the terms of this Agreement and Order Form (if applicable), Customer will have the right to use the Trial for internal evaluation purposes during the period designated by W&B, or for 30 days (if not otherwise designated) (“**Trial Period**”). Either party may terminate the Trial Period at any time for any reason.
- e. *Beta Features.* Beta Features made available by W&B are provided to Customer for testing purposes only. W&B makes no commitments to provide Beta Features in any future versions of the W&B Assets. Customer is not obligated to use Beta Features. W&B may immediately and without notice remove Beta Features for any reason without liability to Customer. Customer’s purchase of any subscription is not contingent on the delivery of any future functionality, regardless of any communication about the Software or Service. **Notwithstanding anything to the contrary in this Agreement, W&B does not offer any warranty, indemnity, SLA or Support for Beta Features.**
- f. *Marketing & Logo Rights.* Customer consents to W&B’s use of Customer’s name and logos in marketing materials, public announcements, investor communications, and for other legitimate business purposes. Customer grants W&B the right to create, and Customer will participate in, a “Co-Branded Case Study” that will include approved responses and feedback from the Customer from the usage of W&B’s products and services.
- g. *Use of Third-Party Platforms.* Customer may choose to use the W&B Assets with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement, and may enable data exchange between the W&B Assets and Third-Party Platforms. Customer agrees to comply with the applicable Third-Party Platforms terms and policies. W&B does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms use data received from the W&B Assets.
- h. *Professional Services.* W&B will perform Professional Services as set forth in an Order Form, which may include additional terms for Professional Services. Customer will provide W&B with reasonable assistance and information to facilitate scheduling and performance of the Professional Services. If applicable, W&B may use Customer Data to provide Professional Services. Unless otherwise set forth in an Order Form, fees for Professional Services are paid upfront, in accordance with Section 5(a) (Payments).
- i. *AI Features.* W&B may make available to Customer features or functionality of the Software or Service that use generative artificial intelligence models (“**AI Features**”). Customer’s use of AI Features is subject to this Agreement and the W&B AI Terms, as updated from time to time, which are located at <https://wandb.ai/site/ai-terms> and are incorporated into this Agreement by reference.
- j. *Government Rights.* To the extent applicable, the Software and Service is “commercial computer software” or a “commercial item” for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Software and Service is governed solely by the terms of this Agreement, and all other use is prohibited.
- k. *Export Compliance.* The W&B Assets are subject to export control laws and regulations. Customer may not access or use the W&B Assets or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the W&B Assets nor any underlying information or technology may be accessed or used: (i) by any individual or entity in any country to which

the United States has embargoed goods; or (ii) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.

- l. *Affiliates*. Customer may authorize its Affiliates to be Authorized Users. Additionally, W&B may request that any Affiliate of the Customer enter into a separate Order Form with W&B, which will incorporate this Agreement as a standalone agreement between W&B and such Affiliate, with the Affiliate being deemed the "Customer" under this Agreement. Neither the Customer nor any of its Affiliates shall have any rights under each other's agreement with W&B.
- m. *Customer Responsibilities*. Customer will be responsible for: (i) all information, instructions, and materials provided by Customer or any Authorized User; (ii) Customer's information technology infrastructure (including computers, software, databases, and networks), whether managed directly by Customer or by third parties; (iii) the security and use of Customer's and Authorized Users' account access credentials; and (iv) all access to and use of the W&B Assets through Customer's account credentials, whether or not authorized, including any resulting actions or decisions. Customer shall use reasonable efforts to ensure that all Authorized Users comply with this Agreement.

3. **Updates, Support and SLA.**

- a. *Updates*. W&B may make available Updates to the W&B Assets from time to time during the Subscription Term. For Customer Managed Single-Tenant Cloud and Customer Managed On-Premise Deployments, Customer will be responsible for implementing Updates for the Software within the Customer Environment. Customer will implement such Updates in a timely fashion. If Customer fails to do so, performance of the Software may be affected and W&B shall not be liable for any such resulting impact.
- b. *Support*. W&B will comply with the Support Policy.
- c. *SLA*. W&B will comply with the SLA.

4. **Data.**

- a. *Customer Data*. In connection with its use of the Software or Service, Customer may transfer Customer Data to W&B and W&B may use Customer Data to provide the Software and Service. Customer grants W&B a limited right during each Subscription Term to use Customer Data in accordance with this Agreement, the DPA and BAA (as applicable).
- b. *Usage Data*. Notwithstanding anything else to the contrary in this Agreement, W&B may collect and analyze Usage Data, solely for internal purposes to develop, improve and support the W&B Assets. W&B may not share any Usage Data except to the extent the Usage Data is anonymized and aggregated such that it will not publicly identify Customer or Customer's users. If Customer disables the usage tracker within the Software or Service, Customer will, no later than the end of each calendar quarter during the Subscription Term, provide W&B with information reasonably requested by W&B to verify compliance with this Agreement.
- c. *DPA*. With respect to the Customer Data, the parties will comply with the DPA.
- d. *BAA*. W&B will process all Customer Data for the purposes set forth in this Agreement and in accordance with the BAA, only for Enterprise Customers and only if the BAA is included in Customer's Order Form.
- e. *Security*. W&B implements and maintains industry-standard physical, technical, and administrative safeguards to protect Customer Data, as further described in the DPA.

5. **Fees.**

- a. **Payments.** W&B will invoice Customer for all fees set forth in the applicable Order Form, together with any applicable Taxes. W&B may issue an invoice at any time after execution of the Order Form, and all amounts are due and payable by Customer to W&B within 30 days from the invoice date. For Customers purchasing Services online, fees will be charged automatically at the time of purchase (or renewal, as applicable) to the payment method provided by Customer, and Customer hereby authorizes W&B (or its payment processor) to charge all applicable fees and Taxes to such payment method. All payment obligations are non-cancellable, and all fees are non-refundable, except as expressly provided in Section 6(d).
- b. **Taxes.** Customer will pay all applicable Taxes excluding only those based on W&B's net income. If Customer is required under applicable law to withhold or deduct any such Taxes, Customer will (i) withhold or deduct the required amount and promptly remit such Taxes to the applicable taxing authority and (ii) pay W&B such additional amounts as shall be necessary in order that the net amounts received by W&B after such withholding or deduction shall equal the full amount W&B would have received without the withholding or deduction. At W&B's request, Customer shall provide W&B with reasonably satisfactory documentation evidencing the payment to the appropriate governmental entity of any amounts so withheld or deducted. Any applicable direct pay permits, VAT ID or valid Tax-exempt certificates must be provided to W&B prior to the execution of this Agreement. If W&B is required to collect and remit Taxes on Customer's behalf, W&B will invoice Customer for such Taxes, and Customer will pay W&B for such Taxes in accordance with Section 5(a). If either party receives any refund of any Taxes that are borne by the other party pursuant to this Agreement, the party receiving such refund shall promptly pay the other party the amount of such refund (net of any additional Taxes the receiving party incurs as a result of the receipt of such refund).
- c. **Late Payments.** In the event of late payments, W&B may: (i) charge interest of the lesser of 1.5% per month or the maximum rate permitted by law; (ii) condition future Order Forms on payment terms shorter than those specified in Section 5(a); or (iii) suspend or terminate Customer's use of the Software or Service pursuant to Section 6(b). If Customer purchases the Software or Service from an online marketplace (the "Marketplace"), payment terms will be governed by the agreements in place between the Marketplace and Customer and the Marketplace and W&B, respectively and Customer shall accept an Order Form as a private offer on the Marketplace.
- d. **Reseller.** To the extent Customer purchases the Software or Service from an authorized partner or reseller ("Reseller"), Customer's use of the Software or Service will be governed by this Agreement, subject to this Section 5(d). Instead of Customer paying fees to W&B, Customer will pay applicable amounts to Reseller as agreed upon between Customer and Reseller. Reseller will pay W&B the fees as set forth in the Order Form between Reseller and W&B. This Agreement is directly between W&B and Customer and governs all use of the Software or Service by Customer.

6. **Term & Termination.**

- a. **Term.** The term of this Agreement commences on the Effective Date and will remain in effect so long as there is an active subscription or until terminated earlier in accordance with this Agreement.
- b. **Suspension & Termination.** W&B may suspend Customer's use of the Software or Service if: (i) W&B reasonably suspects that Customer is in violation of any of the Restrictions; (ii) Customer's use, in W&B's reasonable judgment, threatens the security, integrity, or availability of the W&B Assets; or (iii) any amount due to W&B under any invoice is past due. If Customer fails to pay within 30 days of receipt of W&B's notice of suspension for late payment, W&B may terminate this Agreement or the applicable Order Forms immediately upon written notice to Customer.
- c. **Termination.** Either party may terminate this Agreement and any Order Form: (i) upon 30 days' notice to the other party if the other party materially breaches this Agreement and such breach remains uncured at the expiration of such 30 day period; or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of

creditors. Where the EU Data Act (Regulation (EU) 2023/2854) applies, Customer may exercise its right to terminate this Agreement at any time by providing W&B two months prior written notice (“**Early Termination**”).

- d. **Effect of Termination.** If Customer terminates this Agreement in accordance with Section 6(c)(i), W&B will reimburse Customer on a pro-rata basis for any pre-paid fees allocable to the remaining Subscription Term as of the date of such termination. Notwithstanding any Early Termination, Customer shall remain obligated to pay all fees pursuant to all Order Forms active as of the date Customer provides notice of Early Termination. Customer is solely responsible for exporting Customer Data from the Software or Service prior to expiration or termination of this Agreement, in accordance with the Documentation. Upon termination or expiration of this Agreement, W&B will delete Customer Data in accordance with its policies. Customer may also request deletion of Customer Data post-termination by submitting an email request to support@wandb.com, and W&B will initiate deletion within 30 days of receipt.
- e. **Survival.** The following provisions will survive any expiration or termination of this Agreement: Customer’s payment obligations, Sections 7 (Confidentiality), 8 (Ownership), 10 (Indemnification), 11 (Limitation on Liability), and 13 (Miscellaneous.).

7. **Confidentiality.**

- a. Each party that receives (“**Receiving Party**”) Confidential Information of the other party (“**Disclosing Party**”) will protect and preserve such Confidential Information as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use or disclose the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement and applicable Order Forms.
- b. Receiving Party may disclose, distribute, or disseminate Disclosing Party’s Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors, or agents (its “**Representatives**”), provided Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives.
- c. A Receiving Party will not violate its confidentiality obligations if it discloses Disclosing Party’s Confidential Information if required by applicable laws, including by: (i) disclosures required by securities laws, rules and regulations or obligations to securities regulatory authorities or stock exchanges; or (ii) court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.
- d. Each party acknowledges that any violation or threatened violation of this Section 7 may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

8. **Ownership.**

- a. **W&B Property.** As between the parties, W&B owns and retains all right, title and interest in and to the W&B Assets. Except for the limited rights granted to Customer in Sections 2(a) and 2(b), W&B does not by means of this Agreement or otherwise transfer any other rights to Customer.
- b. **Customer Property.** As between the parties, Customer owns and retains all right, title and interest in and to the Customer Data. Except for the rights granted to W&B in Section 4(a), Customer does not by means of this Agreement or otherwise transfer any other rights to W&B.
- c. **Feedback.** If Customer provides any comments, suggestions or recommendations to W&B with respect to the W&B Assets (“**Feedback**”), W&B may use such Feedback without any restriction or obligation.

9. **Representations & Warranties.**

- a. *Mutual Representations and Warranties.* Each party represents and warrants it (i) has validly entered into this Agreement and has the legal power to do so and (ii) will comply with all laws that apply to its performance under this Agreement.
- b. *W&B's Representations and Warranties.* W&B will provide the Software and Service in substantial conformance with this Agreement, the Order Form(s) and Documentation.
- c. *Customer Representations and Warranties.* Customer represents and warrants it: (i) has all rights necessary to use Customer Data and grant W&B the rights with respect to such Customer Data, in each case, as set forth in this Agreement, without violating any third-party intellectual property, privacy or other rights; (ii) will not transmit any Prohibited Content to W&B in connection with Customer's use of the Software, Service or Support; and (iii) will not, without W&B's prior written consent, transmit any Customer Data to the Service or to W&B that contains any Sensitive Data.
- d. *Disclaimer.* **Except as set forth in this Section 9, the W&B Assets and Beta Features are provided "as is" and W&B expressly disclaims all other warranties, express or implied, including warranties of performance, merchantability, fitness for any particular purposes and non-infringement. W&B does not warrant that the W&B Assets or Beta Features are error-free, will perform uninterrupted or will meet Customer's requirements. These disclaimers apply to the fullest extent permitted by law.**

10. **Indemnification.**

- a. *By W&B.* W&B will defend Customer and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Customer Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding and W&B will indemnify Customer Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees), finally awarded against the Customer Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, alleging that the W&B Assets, including Customer's permitted use thereof, infringes or misappropriates any United States patent, trademark or copyright of such third party, except to the extent such claim arises from content generated through Customer's use of optional AI Features made available with the W&B Assets.

If W&B becomes, or in W&B's opinion is likely to become, the subject of an infringement or misappropriation claim, W&B may, at its option and expense: (i) procure for Customer the right to continue using the W&B Assets; (ii) replace the W&B Assets (including any component part) with a non-infringing substitute subject to Customer's prior written approval; or (iii) modify the W&B Assets so that it becomes non-infringing. If none of the foregoing alternatives are available, W&B shall notify Customer, and Customer may elect to terminate the license immediately pursuant to Section 6(c)(i).

W&B will not be obligated to defend or be liable for costs or damages solely to the extent the infringement or misappropriation is attributable to: (a) any unauthorized use, reproduction, or distribution of the W&B Assets or W&B's intellectual property by the Customer Indemnified Parties which is the subject of the claim; or (b) any combination of, or modification to, the W&B Assets or W&B's intellectual property rights, other than as expressly approved by W&B, that causes the underlying claim where such claim would have not occurred but for such unauthorized act.

- b. *By Customer.* Customer will defend W&B, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**W&B Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Customer will indemnify the W&B Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees), related to or arising out of: (i) Customer or an Authorized User violating a Restriction; (ii) Customer's use of a W&B Asset in an unlawful manner or in violation of the Agreement or the Documentation; (iii) Customer's breach of any Customer representations and warranties; and (iv) any allegation Customer Data or Customer's use of Customer Data with a W&B Asset infringes or misappropriates a third party's intellectual property rights or privacy rights, or violates applicable laws.

- c. Indemnification Process. The indemnified parties will: (i) give the indemnifying party prompt written notice of any claim, action or demand for which indemnity is claimed; (ii) give the indemnifying party sole control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of the indemnified parties without indemnified parties' prior written approval such approval not to be unreasonably withheld, conditioned or delayed; and (iii) provide the indemnifying party with reasonable cooperation, at the indemnified parties' expense, in connection with the defense and settlement of the claim. **This Section 10 sets forth each party's exclusive remedy for any third party infringement claim.**

11. **Limitation on Liability.**

- a. **Neither party will be liable to the other party for any incidental, indirect, special, exemplary or consequential damages that may arise out of this Agreement, even if notified of the possibility in advance and regardless of the form of action, whether based on contract, tort, negligence, strict liability, services liability or otherwise.**
- b. **Except with respect to Excluded Claims and Uncapped Claims, each party's entire liability arising out of or related to this Agreement will not exceed the total fees paid by Customer under this Agreement during the 12-month period prior to the event giving rise to the liability.**
- c. **"Excluded Claims"** means any claim or liability arising out of or related to any breach by W&B of its confidentiality, privacy and security obligations or any violation of data protection laws, including any breach of Section 4 and Section 7. W&B's entire liability for all Excluded Claims will not exceed 3 times the total fees paid by Customer under this Agreement during the 12-month period prior to the event giving rise to the liability.
- d. **"Uncapped Claims"** means any claim or liability arising out of or related to: (i) either party's respective indemnification obligations under Section 10; or (ii) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.
- e. **Notwithstanding anything in this Agreement to the contrary and so far as permitted by law, W&B's entire liability relating to Beta Features and any W&B products or services, including Professional Services, provided free of charge, including any free trials, will be limited to \$200.**

12. **Insurance.** W&B will maintain in full force and effect during the term of this Agreement:

- a. Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage;
- b. Auto liability insurance covering non-owned and hired vehicles, with coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage;
- c. Worker's compensation insurance as required by applicable law; and
- d. Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than \$3,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the W&B Assets, or from data damage, destruction, or corruption, including unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Software or Service.

Insurance carriers will be rated A-VII or better by A.M. Best Provider. W&B's coverage will be considered primary without right of contribution of Customer's insurance policies. In no event will the foregoing coverage limits affect W&B's contractual liability under this Agreement.

13. **Miscellaneous.**

- a. Entire Agreement, Amendments, and Waiver. This Agreement is the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof and may not

be waived, amended or modified except by a writing signed by both parties. Failure to exercise any right under this Agreement will not constitute a waiver.

- b. **Party Relationship and Assignment.** The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between the parties. There are no third-party beneficiaries to this Agreement. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement in whole together with all rights and obligations under this Agreement, without such consent to an Affiliate or in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. Any purported transfer, assignment, or delegation in violation of this section shall be null and void when attempted and of no force or effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of W&B and Customer.
- c. **Force Majeure.** Neither party will be liable for failures or delays in performance of its obligations hereunder (except for the payment of money owed) due to events beyond its reasonable control.
- d. **Execution.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.
- e. **Interpretation.** If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. To the extent there is an inconsistency between the terms of this Agreement, an Order Form, the DPA or the BAA, such documents and their terms will be controlled in the following order of precedence: (a) Order Form; (b) Agreement; (c) DPA; and (d) BAA (if applicable). Any term in any order, purchase order, confirmation or other document furnished by Customer, which is in any way inconsistent with, or in addition to, this Agreement is expressly rejected and is superseded by this Agreement. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation.
- f. **Governing Law and Courts.** This Agreement is governed by the laws of New York without reference to conflicts of law rules. For any dispute relating to this Agreement, the parties consent to personal jurisdiction and the exclusive venue of the courts in New York County, New York. Each Party, to the fullest extent permitted by Applicable Law, waives any right such Party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating hereto. To the extent permitted by applicable law, all disputes, claims, or causes of action arising out of or relating to this Agreement shall be resolved individually, and not as part of any class, collective, or representative action. Any claim or cause of action that Customer may have arising out of or relating to this Agreement must be filed within one (1) year from the date the claim or cause of action arises. If not filed within that time, it will be permanently barred.
- g. **Notices.** Notices under this Agreement must be in writing and effective on the delivery date. W&B will deliver notices to Customer by email or personal delivery or courier, in each case, to the address associated with Customer’s account. Customer will deliver notices to W&B by email to legal@wandb.com or personal delivery or courier to the address set forth above (with an electronic copy to legal@wandb.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Weights and Biases, LLC	Customer
By: Name: Title: Address: 400 Alabama Street, Suite 202, San Francisco, CA 94110	By: Name: Title: Address: TBC, London, United Kingdom