

## DataBee – End User Subscription Agreement

### READ CAREFULLY

This End User Subscription Agreement (the “**Agreement**”) is entered into between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and any of its Affiliates performing hereunder (collectively, “**Comcast**”) and the Customer listed on an Order (“**Customer**” or “**You**” or “**Your**”), and governs the purchase, access, and use of Products by the Customer. In order to use or receive the benefits of any Product, You must purchase the applicable Product through an Order. If Comcast introduces new Products in the future, such Products will be governed by this Agreement, depending on their Product category.

This Agreement may be periodically updated in Comcast’s discretion and the current version will be posted at <https://www.databee.ai/legal>. Your continued use of the Products following any such update means that You accept and agree to the changes. All updates apply prospectively only.

### 1. DEFINITIONS.

**1.1. “Affiliate”** means, with respect to any legally recognizable entity, any other entity that, now or hereafter, directly or indirectly controls, is controlled by, or is under common control with such specified entity, and specifically includes, without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which such specified entity has operational or management control. For the purposes of this definition, control means the power to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

**1.2. “Applicable Law”** means any law, rule, or regulation that is applicable to a party or the Products provided to the Customer.

**1.3. “AUP”** means the acceptable use policy set forth on Exhibit A hereto.

**1.4. “Authorized User”** means an employee, agent, contractor, or other third party authorized by Customer and/or its Affiliates to access, use, download, deploy, or install the Products.

**1.5. “Comcast Materials”** means all Comcast proprietary materials, all Products and Documentation, Service Usage Data, Comcast’s processes and methods, and/or materials distributed by Comcast during any presentations, proof of concepts, or demonstrations of the Products, including all updates and modifications thereto.

**1.6. “Customer Data”** means all data or information submitted by or on behalf of Customer to or through the Products, including technical data related to Customer’s infrastructure, Third Party Provider Data, and the Outputs from the Products. Customer Data excludes Service Usage Data.

**1.7. “Deployment Services”** means the deployment services for the Products provided by Comcast to Customer.

**1.8. “Documentation”** means the documentation and usage guidelines for the Products, as updated from time to time by Comcast. Documentation includes, but is not limited to, the AUP.

**1.9. “Fees”** means any fees paid or to be paid for Products under an Order.

**1.10. “Force Majeure Event”** means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by Comcast, or acts undertaken by third parties, including, without limitation denial of service attacks.

**1.11. “Intellectual Property Rights”** means all (i) copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world (ii) trademark rights (including, without limitation, trade names, trademarks, service marks, domain names, logos and trade dress), (iii) patent rights (including, without limitation, the exclusive right to make, use and sell) or any application therefor, and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof, (iv) inventions (whether patentable or not in any country),

invention disclosures, improvements, proprietary information or materials, know-how, technology and technical data; and (v) all other trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

**1.12. "Order"** means a written order form/sales proposal, purchase order, or similar ordering document for Products submitted to, and approved, by Comcast and/or Partner.

**1.13. "Partner"** means the Comcast-approved partner authorized by Comcast to resell or otherwise provide Products to end user customers.

**1.14. "Products"** means, collectively, all Comcast SaaS, Software, Deployment Services, and Support Services, including all Upgrades.

**1.15. "SaaS"** means the subscription cloud-based service provided by Comcast for the Subscription Term set forth in the Order.

**1.16. "SLAs"** means the Service Level Agreements provided by Comcast for each applicable Product, as further described at <https://www.comcasttechnologysolutions.com/databeetm-legal-documents>.

**1.17. "Service Usage Data"** means any data obtained by Comcast under the Agreement that specifically tracks the usage or performance of the Products, including but not limited to any performance or usage metrics for any Products.

**1.18. "Software"** means any Comcast software, utility, tool or other computer or program code provided directly or indirectly to Customer in object (binary) code only, as well as any copies (whether complete or partial) made by or on Customer's behalf. The term "Software" also includes any updates, upgrades or other new features, functionality or enhancements to the Software made available directly or indirectly to Customer.

**1.19. "Subscription Term"** means the Initial Subscription Term and all Renewal Subscription Terms (as defined in the applicable Order) together.

**1.20. "Support Services"** means the support services provided by Comcast with respect to each applicable Product, including Support Services provided through a Technical Account Manager ("TAM"), as further described at <https://www.comcasttechnologysolutions.com/databeetm-legal-documents>.

**1.21. "Third Party Provider Data"** has the meaning set forth in Section 4.5 (Third Party Cooperation; Customer Warranty).

**1.22. "Upgrades"** means all modifications, enhancements and corrections to the Products made by Comcast, including corrections of failures to conform to or to operate in accordance with the Documentation; temporary and permanent error corrections delivered as part of the Support Services; and all additions, updates, new versions and releases, and new features, and changes made by Comcast in response to legal, technological or other developments. For clarity, "Upgrades" does not include any additional features or enhancements made available to customers by Comcast for an additional cost.

**2. ORDERS.** Customer and/or Customer Affiliates may purchase Products through an Order. All Orders shall be governed by the terms and conditions in this Agreement and the Documentation, including the AUP, regarding Customer's and its Affiliate's access and use of the Products. For clarity, Comcast will not be obligated to provide any Products to Customer or its Affiliate(s) until Comcast receives a valid Order for such Products. Customer and any Customer Affiliate agrees that its purchase of any Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Comcast with respect to any future functionality or features.

### **3. SUBSCRIPTION RIGHTS; INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS; AND GUIDELINES.**

**3.1. Subscription Rights.** Subject to the terms and conditions in this Agreement, Comcast grants Customer and its Affiliates a limited, non-transferable, non-assignable (except as set forth in this Agreement), non-exclusive right to access and use the Products during the Subscription Term for the quantity of purchased Products set forth in the Order. Customer has and shall maintain all consents, if any, that are required to allow Comcast to provide the

Products to Customer as set forth herein or in any Order.

**3.2. Access and Use of Products.** Customer agrees to only access and use the Products in accordance with this Agreement and the applicable Documentation, including any relevant Product usage guidelines. Customer and Comcast agree to work together in good faith to promptly resolve any unauthorized access or use of the Products by Customer.

**3.3. Ownership and Intellectual Property Rights.**

**3.3.1. Comcast.** As between the Parties, Comcast is the sole and exclusive owner of all right, title and interest in and to the Comcast Materials, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all Intellectual Property Rights therein. Without limiting the foregoing, all developments, additions, enhancements, improvements, or derivative works of the Products shall be deemed to constitute part of the Products (as well as any suggested improvements or Feedback related to the Products) and be the sole and exclusive property of Comcast. Comcast reserves all rights in the Products not expressly granted hereunder. Customer shall perform any actions reasonably requested by Comcast to assure adequate protection of Comcast's interests in its Intellectual Property Rights in the Products. Comcast retains all Intellectual Property Rights to any Service Usage Data and such Service Usage Data shall be deemed to be Comcast's Confidential Information; provided, that, non-aggregated Service Usage Data generated by the use of the Product by Customer shall be deemed Customer's Confidential Information, unless and until it has been aggregated with other Service Usage Data.

**3.3.2. Customer.** Subject to the rights granted to Comcast under this Agreement, Customer is the sole and exclusive owner of all right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein. Subject to the terms and conditions in this Agreement, Customer grants Comcast and its Affiliates a limited, non-assignable (except as set forth in this Agreement), non-exclusive right to access and use the Customer Data in connection with Comcast's performance under this Agreement. No rights are granted to Comcast other than as expressly set forth in this Agreement.

**3.4. Restrictions.** Customer and its Authorized Users (i) shall not (a) modify, copy, display, republish or create derivative works based on the Products or Comcast Materials; (b) reverse engineer the Products; (c) access or use the Products to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (d) use the Products in any way prohibited by Applicable Law or that would cause either party to violate Applicable Law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Products to send infringing, obscene, threatening, libelous, or other unlawful material; (3) using the Products to access blocked services; or (4) uploading to the Products or using the Products to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (e) use the Products to run automated queries to external websites (since such websites may include Comcast IPs in their respective IP block lists); (f) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (g) attempt to gain unauthorized access to the Products or its related systems or networks; (h) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products; (i) perform penetration or load testing on the Products or Comcast's cloud without the prior written consent of Comcast and agreeing to certain conditions and requirements for such penetration or load testing; or (j) without the express prior written consent of Comcast, conduct any public benchmarking or comparative study or analysis involving the Products; and (ii) agree to (a) use the Products solely for its internal business purposes; (b) only permit access to the Products by Authorized Users; and (c) not access or use the Products from a prohibited location in a manner that would violate Section 11.

**3.5. Customer Guidelines and Responsibilities.** Customer agrees and understands that: (i) it is responsible for all activity of Authorized Users and for Authorized Users' compliance with this Agreement; (ii) it shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data as Comcast has no control over the Customer Data that is sent to the Products; (b) prevent unauthorized access to, or use of, the Products, and notify Comcast promptly of any such unauthorized access or use; and (c) comply with all Applicable Laws and/or regulations in using the Products; (iii) the Products shall not include Customer's connection to the Internet or any equipment or third party licenses necessary for Customer to use the Products, which shall be Customer's sole responsibility; (iv) in order for Comcast to provide the SaaS, Customer is

responsible for forwarding its web traffic or internal traffic to Comcast via valid forwarding mechanisms that allow for automatic fail over (i.e. PAC, IPSEC, GRE tunnels, and/or Comcast App); (v) it is responsible for supplying Comcast with any technical data and other information and authorizations that Comcast may reasonably request to allow Comcast to provide the Products to Customer; and (vi) Comcast shall have the right to: (a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Products without restriction and without obligation to Customer (collectively “**Feedback**”); and (b) utilize information collected regarding Customer’s use of the Products for the purposes of (1) maintaining, improving and/or analyzing the SaaS, including providing advanced analytics and reporting to Customer, (2) complying with all legal or contractual requirements, and/or (3) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Products. The foregoing shall in no way limit Comcast’s confidentiality and security obligations set forth in this Agreement. Comcast acknowledges that all Feedback is provided “As-Is” without warranty of any type.

### **3.6. Comcast Guidelines and Responsibilities.**

**3.6.1.** Comcast shall process, use, and/or access Customer Data only for the purpose of providing the Products to Customer. Comcast may process and store Customer Data in the European Economic Area (the “**EEA**”), the United States and in other countries and territories; however, Customer may choose during the deployment process to store its Customer Logs in either (1) the United States or (2) the European Union and Switzerland. To facilitate its global operations, Comcast may transfer and access Customer Data from around the world, including from other countries in which Comcast has operations. Any such transfers will be done in compliance with Applicable Laws and regulations. .

**3.6.2.** Comcast maintains reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Customer Data from loss, misuses, unauthorized access, disclosure, alteration, and destruction (“**Security Measures**”). Comcast will not materially decrease the Security Measures during the Subscription Term. Comcast will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and subcontractors/sub-processors to the extent applicable to their scope of performance.

**3.6.3.** Comcast reserves the right to suspend Customer’s access to or download of Products in the event Customer’s use of the Products represents an imminent threat to Comcast’s network, or if directed by a court or competent authority. In such cases, Comcast will (i) suspend such Products only to the extent reasonably necessary to prevent any harm to Comcast’s network (for example, blocking offending source IP addresses); (ii) use its reasonable efforts to promptly contact Customer and give Customer the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Customer to promptly resolve the issues causing the suspension of such Products; and (iii) reinstate any suspended Products immediately after any issue is abated.

## **4. WARRANTIES AND SERVICE LEVELS.**

**4.1. Mutual Warranty.** Each party represents and warrants that: (a) it has the legal power and authority to enter into and perform its obligations under this Agreement; (b) the execution and performance of the Agreement will not conflict with or violate any Applicable Law applicable to such party; and (c) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

**4.2. SaaS and Software Warranty.** Comcast warrants that the SaaS and Software will substantially conform to the Documentation. If Customer believes the warranty stated in this Section has been breached, Customer must notify Comcast of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and Comcast will promptly correct the non-conformity at its own expense if a breach of this warranty occurred.

**4.3. Deployment Services Warranty.** Comcast shall provide the Deployment Services and warrants that the Deployment Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify Comcast of the breach no later than thirty (30) days following the date the Deployment Services was provided, and Comcast will promptly correct or re-perform the Deployment Services at its own expense if a breach of this warranty occurred.

**4.4. Support Services and TAM Warranty.** Comcast shall provide the Support Services and warrants that the Support Services will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. Comcast's obligation to provide Support Services, does not include services requested as a result of causes or errors which are not attributable to Comcast or its authorized agents. If, upon investigating the cause of the incident, Comcast determines that there is a defect in the Product, Comcast will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Customer agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

**4.5. Third Party Cooperation; Customer Warranty.** Customer acknowledges that its overall security solution will require the cooperation of multiple providers (the "**Third Party Providers**") and integration of the products of Third Party Providers in addition to the Products, including the provision of data and information by such Third Party Providers (the "**Third Party Provider Data**"). Customer is responsible for selecting the Third Party Providers and the Third Party Provider Data to submit to the Products. Customer acknowledges and agrees that its selection of the Third Party Provider Data will impact the Outputs (as defined below), and that Comcast is not responsible for such selection. Customer warrants that (a) it will be responsible for all costs and fees of such Third Party Providers and Customer will use commercially reasonable efforts to cause each of the Third Party Providers to cooperate with Comcast; (b) the Customer Data provided to Comcast shall not: (i) violate any Applicable Law, (ii) include any Sensitive Personal Information (including—but not limited to—government identifiers, health records, biometrics, racial or ethnic origin, religious / political / philosophical beliefs, union membership, sexual orientation / life, and financial account details), or (iii) infringe upon or misappropriate any third party Intellectual Property Rights, right of privacy, or any other rights, (c) Customer shall be solely responsible for the Customer Data, including for obtaining all rights, licenses, and permissions required for Customer to provide such Customer Data to Comcast and for the Parties to access and otherwise use such Customer Data as contemplated under this Agreement, and any and all legal liability resulting therefrom or associated therewith; and (d) digital files shall not contain any virus, disabling device, or other contaminant (including codes, commands, or instructions) that may be used to access, alter, delete, damage, or disable Comcast's systems, websites, applications, software, hardware, data, or other property. Customer shall promptly notify Comcast of any violation of the foregoing and Customer shall promptly take any and all actions necessary or required to cure such violation.

**4.6. Remedies.** The remedies stated in Sections 4.2 through 4.4 above are the sole remedies, and Comcast's sole obligation, with respect to Products that fail to comply with the foregoing warranties. The Products shall be available to Customer in accordance with the SLA. Customer's sole and exclusive remedy for any and all claims related to a failure to maintain the Products in accordance with the SLA shall be limited to the applicable Service Credits.

**4.7. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. COMCAST EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, THAT THE PRODUCTS OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCTS OR SERVICES WILL BE ERROR-FREE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS AND SERVICES MAY GENERATE RESULTS, INFORMATION, OR OTHER OUTPUTS ("**OUTPUTS**"), AND THAT SUCH OUTPUTS MAY INCLUDE INACCURACIES, ERRORS, OR OMISSIONS. COMCAST DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY SUCH OUTPUTS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE USE OF THE OUTPUTS, AND IS SOLELY RESPONSIBLE FOR EVALUATING AND VERIFYING THE ACCURACY AND SUITABILITY OF ANY SUCH OUTPUTS (INCLUDING BY UTILIZING HUMAN REVIEW) BEFORE RELYING ON THEM FOR ANY PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMCAST, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER UNDERSTANDS THAT COMCAST DOES NOT GUARANTEE OR WARRANT THAT THE PRODUCTS OR SERVICES WILL DETECT ALL POSSIBLE ATTACKS NOR THAT THE PRODUCTS OR SERVICES WILL FIND, LOCATE OR DISCOVER ALL THREATS, VULNERABILITIES, MALWARE, OR MALICIOUS SOFTWARE.

## 5. CONFIDENTIAL INFORMATION.

**5.1. Definition of Confidential Information.** As used herein, “**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 designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Customer Data, the Products, the Comcast Materials, Comcast’s security information and reports, and each party’s respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section shall not apply to any information that: (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 without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

**5.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. Either party may disclose Confidential Information on a need-to-know basis to (i) its personnel, auditors, contractors, and Affiliates who have a business reason to know and are subject to written or professional obligations of confidentiality substantially similar to the obligations set forth herein, and (ii) its attorneys and accountants who are either subject to professional obligations of confidentiality or have agreed to be bound by confidentiality obligations at least as protective as those set out herein. The Confidential Information shall at all times be and remain the property of the Disclosing Party.

**5.3. Protection.** Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

**5.4. Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, or if necessary in any proceeding to establish rights or obligations under the Agreement, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with reasonable prior written notice of such compelled disclosure sufficient to permit the Disclosing Party an opportunity to contest the disclosure, and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

**5.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) or the Disclosing Party reasonably believes that the Receiving Party may disclose or use any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, or if the Receiving Party is compelled to disclose (or is likely to become compelled to disclose) any Confidential Information of the Disclosing Party pursuant to Section 5.4 (Compelled Disclosure), the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts or seek a protective order regarding such acts.

## 6. TERM AND TERMINATION.

**6.1. Agreement Term.** This Agreement shall continue in effect for the Subscription Term.

**6.2. Order Term.** The initial term of Customer’s subscription to the Products will begin on the start date set forth in an Order and will continue for the period of time stated in the Order, including any renewal terms.

**6.3. Termination for Material Breach.** Either party may terminate this Agreement and any Order: (i) if the other party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**6.4. Effect of Termination.** The following provisions shall survive the termination of this Agreement and all Orders: Section 3 (Subscription Rights; Intellectual Property Rights; Restrictions; and Guidelines), Section 4.7 (Disclaimer of Warranties), Section 5 (Confidential Information), Section 6.4 (Effect of Termination), Section 7

(Indemnity), Section 8 (Limitation of Liability), Section 9 (Data Protection and Privacy), Section 10 (Export Control, Anti-Corruption, and Commercial Item Software), and Section 12 (General Provisions).

## **7. INDEMNITY.**

**7.1. Comcast Indemnity.** Comcast will, subject to Section 8 (Limitation of Liability), indemnify Customer from and against any claim against Customer by reason of Customer's use of the Products as permitted hereunder, brought by a third party alleging that the Products or Comcast Materials infringe or misappropriate that third party's valid United States, European Union, or United Kingdom patent, copyright, trademark or trade secret. Comcast shall, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Comcast for such defense. If the Products, or parts thereof, become, or in Comcast's opinion may become, the subject of an infringement claim, Comcast may, at its option: (a) procure for Customer the right to continue using the Products as set forth herein; (b) replace or modify the Products to make it non-infringing, provided that such replacement or modification does not compromise Comcast's obligations under this Agreement; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Comcast, terminate this Agreement and the applicable Order and refund Customer, on a pro-rated basis, any pre-paid Fees for the corresponding unused portion of the Subscription Term. Comcast will then have no further obligations to the Customer under this Section (except for any obligations in relation to the Customers activities subject to the infringement claim that occurred prior to such termination). Comcast will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by: (i) Customer's use of a Product not in accordance with the this Agreement or the Documentation; (ii) modification of a Product by anyone other than Comcast; (iv) Customer's failure to use corrections or enhancements provided to Customer by Comcast; or (v) the combination, operation, or use of any Product with other hardware or software not provided by Comcast where the Product would not by itself be infringing absent such combination, operation, or use. THIS SECTION 7.1 STATES COMCAST'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS OR COMCAST MATERIALS.

**7.2. Customer Indemnity.** Customer will defend and indemnify Comcast, its Affiliates, and their respective employees, agents, officers and directors from and against any claim brought by a third party against Comcast arising from or related to (a) Customer's violation of Section 3.4 (Restrictions) of this Agreement, (b) any breach of the representations and warranties of Customer contained in this Agreement, or (c) the willful misconduct of Customer in the performance of or related to its duties or obligations under the Agreement.

**7.3. Indemnity Procedure.** The indemnification obligations in this Section shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

## **8. LIMITATION OF LIABILITY.**

**8.1. Waiver of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOST PROFITS, LOST SAVINGS, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF CONTENT, LOSS OF DATA, OR COST OF COVER, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**8.2. Limitation of Monetary Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT AND ANY ORDER, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT(S) GIVING RISE TO SUCH LIABILITY FOR THE APPLICABLE PRODUCT GIVING RISE TO THE LIABILITY.

**8.3. Exclusions to the Waiver of Consequential Damages and the Limitation of Monetary Damages.** THE LIMITATIONS ON DAMAGES SET FORTH IN SECTIONS 8.1 AND 8.2 SHALL NOT APPLY WITH RESPECT TO (a) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 5, (b) A PARTY'S WILLFUL MISCONDUCT, (c) FEES AND OTHER EXPENSES PAYABLE TO COMCAST; AND (d) A PARTY'S LIABILITY FOR ANY BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF ANY TANGIBLE PERSONAL OR REAL PROPERTY CAUSED BY THE ACTIONS OR OMISSIONS OF SUCH PARTY.

**9. DATA PROTECTION AND PRIVACY.**

**9.1. Scope.** This Section 9 applies to all personal data (as defined under Applicable Laws) processed by the Products on behalf of Customer or otherwise provided by Customer to Comcast in connection with this Agreement (“Personal Data”). For purposes of this Agreement, Comcast is a “processor” that processes certain Personal Data on behalf of Customer, who is the “controller.” Under European Union (EU) privacy legislation, the term “controller” is defined as the natural or legal person, public authority, agency or any other body which alone, separately from others, or jointly with others determines the purposes and means of the processing of personal data, and the term “processor” is defined as a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

**9.2. Data Protection and Privacy.** Comcast shall comply with all data protection and privacy laws applicable to its processing of Personal Data, including (without limitation) the California Consumer Privacy Act of 2018 (the “CCPA”) and the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”).

**9.3. Customer Responsibilities.** Customer’s instructions to Comcast for the processing of Personal Data shall comply with all applicable data protection laws. Customer will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer shall ensure that it is entitled to transfer the Personal Data to Comcast so that Comcast may lawfully use, process and transfer the Personal Data in accordance with this Agreement on Customer’s behalf.

**10. EXPORT COMPLIANCE, ANTI-CORRUPTION, AND COMMERCIAL ITEM SOFTWARE.**

**10.1. Export Compliance.** The Products and other software or components of the Products which Comcast may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. The parties agree to comply with Applicable Laws in connection with this Agreement, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls.

**10.2. Anti-Corruption.** In performing this Agreement, the parties agree to comply at all times with the Applicable Laws related to money-laundering, bribery, and anti-corruption, including the Foreign Corrupt Practices Act, the UK Anti-bribery Act, and any other applicable anti-corruption legislations (“Anti-corruption Laws”). Each of the parties agrees and warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**10.3. Commercial Item Software.** The Products and Documentation are “commercial items”, “commercial computer software” and “commercial computer software documentation,” pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. All Products and Comcast Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Products, Comcast Materials and Documentation by the United States Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

**11. INTERNATIONAL TRADE.**

**11.1.** Comcast is subject to applicable international trade, economic or financial sanctions, export controls, laws, regulations, embargoes and restrictive measures, including those administered, enacted or enforced by the United States, the European Union (including its Member States), and the United Kingdom (regardless of its status vis a vis the European Union) (“Sanctions”), which may prohibit Comcast from exporting, reexporting, transferring, retransferring, providing, or otherwise distributing Products or any other goods, software, technology, or services to or engaging in any transactions or dealings with: (1) persons incorporated, operating or

resident in the Territory of Crimea, Cuba, Iran, North Korea, and Syria (“**Sanctioned Territories**”); or (2)(A) any person listed on the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the EU Consolidated List of Financial Sanctions Targets or any similar list of prohibited persons maintained under any Sanctions; and (B) any person majority owned or controlled by any such person or persons in (2)(A) above (each a “**Sanctioned Person**”).

**11.2.** Customer agrees that in performing this Agreement, it will not carry out any activity that would cause Comcast to be in breach of applicable Sanctions. Customer represents and warrants it will not export or otherwise provide Products to Sanctioned Territories or Sanctioned Persons without first obtaining Comcast’s written permission. Customer represents and warrants that neither it, nor any of its parents, subsidiaries, or affiliates involved in performing this Agreement, is a Sanctioned Person or is incorporated in or operates from a Sanctioned Territory.

**11.3.** Comcast shall provide the U.S. or EU export classification information, if applicable, of the Products to be exported pursuant to this Agreement. Customer shall ensure that its export, transfer, or other distribution of the Products is authorized pursuant to a specific license or applicable regulatory exception or exemption. Where applicable, Customer shall be responsible for securing licenses and ensuring compliance therewith.

## **12. GENERAL PROVISIONS.**

**12.1. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**12.2. Notices.** All notices required to be sent hereunder shall be in writing, addressed to receiving party’s current business contact, if known, with a cc: to the Legal Department of the receiving party, and sent to the party’s address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

**12.3. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.4. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, invalid, or unenforceable, 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 such provision(s) shall be deemed amended to conform to Applicable Laws so as to be valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

**12.5. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety, without the consent of the other party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. 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.

**12.6. Authorizations; Regulatory Approval.** All undertakings and obligations assumed hereunder by either party are subject to all applicable existing and future laws, rules, and regulations, and are further subject to the issuance and continuance of all necessary governmental licenses, waivers, consents, registrations, permissions, and approvals. Each party shall comply with all such Applicable Laws. The parties acknowledge that the Agreement, and any or all of its terms, may become subject to regulatory approval by various local, state, or federal agencies. Should such approval be required, the parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing. Customer will obtain, maintain, and strictly comply with all relevant licenses, permissions, and approvals necessary for Customer to use any of the Products; and if requested by Comcast shall provide to Comcast documentation evidencing compliance.

**12.7. Governing Law.** This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of laws rules, or the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, neither of which shall apply to this Agreement. Venue for all legal proceedings between the parties arising out of this Agreement, or its breach, shall be in the state or federal courts with competent jurisdiction in the city and county of Philadelphia, Pennsylvania, and each party agrees to personal jurisdiction in Philadelphia County and waives any objection to jurisdiction or venue there.

**12.8. WAIVER OF TRIAL BY JURY.** TO THE EXTENT NOT PROHIBITED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

**12.9. Force Majeure.** Neither party shall be liable for delay or non-performance of its obligations (or part thereof), except for Customer's obligation to pay any amounts due to Comcast, if the cause of delay or non-performance is due to a Force Majeure Event. The party affected shall be relieved from its obligations (or part thereof) to the extent necessary and for the time that the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event. Comcast shall not be liable for any loss or damage sustained by reason of any failure in or breakdown of the facilities associated with the Products or for any interruption of the use of the Products or delay in the provision or restoration of the Products, *provided* that such failure, breakdown, interruption, or delay is not caused by gross negligence of Comcast.

**12.10. Evaluation Products.** From time to time, Comcast may make available certain Products for proof of concept, beta testing, interactive demo, or other similar evaluative purposes (the "**Evaluation Products**"). Customer shall only access and use the Evaluation Products for internal evaluation purposes for a period up to thirty (30) days from the date of first access to the Evaluation Products, unless otherwise agreed to by the parties (the "**Evaluation Period**"). At the end of the Evaluation Period, Customer must delete all software and other components (including Documentation) related to the Evaluation Products, or Customer may be invoiced for the then- current list price for the Evaluation Products. If Customer is evaluating SaaS, Customer understands that Comcast may disable access to the SaaS automatically at the end of the Evaluation Period, without notice to Customer. At the end of the Evaluation Period, Customer Data will be deleted pursuant to Comcast's standard retention and deletion periods, unless otherwise agreed to by the parties. For any Evaluation Products, only Sections 3 (Subscription Rights; Intellectual Property Rights; Restrictions; and Guidelines), 4.7 (Disclaimer of Warranties), 5 (Confidential Information), 8 (Limitation of Liability), 9 (Data Protection and Privacy), 10 (Export Compliance, Anti-Corruption, and Commercial Item Software), 12 (General Provisions), and the applicable definitions in Section 1 of this Agreement shall apply.

**12.11. AI Specific Terms.** From time to time, Comcast may make available certain products or features incorporating artificial intelligence models, architecture or systems ("**AI Tools**"). The use and provision of such AI Tools shall be governed by the DataBee AI Addendum.

**12.12. No Third Party Beneficiaries.** The Agreement is for the sole benefit of the parties hereto and nothing herein, expressed or implied, will give or be construed to give any person, other than the parties, any legal or equitable rights hereunder.

**12.13. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. No terms or conditions set forth on any Customer purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and, in the event of any conflict between the terms and conditions contained in the body of this Agreement and the terms and conditions contained in any Customer purchase order, preprinted form or other document, the terms and conditions of this Agreement shall govern.

## EXHIBIT A

### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("AUP") outlines acceptable uses of Comcast Products. This AUP prohibits uses and activities involving the Products that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Products by others. This AUP is in addition to any other restrictions contained in the Agreement.

Prohibited uses and activities include, but are not limited to, using the Products to:

#### **Conduct and Information Restrictions**

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Products or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- Transmit unsolicited bulk or commercial messages commonly known as "spam";
- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- Send any Sensitive Personal Information (SPI) as defined under Applicable Laws;
- Participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Falsify, alter, or remove message headers;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");

#### **Technical Restrictions**

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Copy, distribute, or sublicense any proprietary software provided in connection with the Products by Comcast;
- Distribute programs that make unauthorized changes to software (cracks);
- Alter, modify, or tamper with the Products or permit any other person to do the same who is not authorized by Comcast;

#### **Network and Usage Restrictions**

- Restrict, inhibit, or otherwise interfere with the ability of any other entity, to use or enjoy the Products, including posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the Products or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Products;
- Interfere with computer networking or telecommunications service to any user, host or network, including,

without limitation, penetration testing, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host.

#### **HAZARDOUS USE**

- Customer may not access or use the Products in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other similarly hazardous situations in a manner that if the Products were to fail it could lead to death, personal injury, property damage or environmental damage.

**Modifications to AUP:** Comcast may periodically update this AUP as part of any update to the Agreement in accordance with the terms of the Agreement, and continued use of the Products following any such update means that such updates are accepted and agreed. All updates apply prospectively only.

**COMCAST RESERVES THE RIGHT TO NOTIFY ITS CUSTOMERS OF ANY INFORMATION THAT AFFECTS THE SECURITY OF THE PRODUCTS.**