

Cresta Intelligence Inc.
Pilot Agreement

(Reseller/Partner Purchases)

This Reseller/Partner Pilot Agreement (“Agreement”) is entered into by and between the Customer set forth on the applicable Order Form and Cresta Intelligence Inc., a Delaware corporation having a principal place of business at 100 South Murphy Ave Ste 300 Sunnyvale, California 94086 (“Cresta”).

Cresta will provide Customer with the Services for the purpose of testing the Services in a non-production environment for its internal business purposes (the “Purpose”). Customer may only use the Services with its non-production data and in accordance with the following conditions:

1. **Pilot Period.** Cresta will provide Customer with access to the Services for the period of time specified in the applicable Order Form (“Pilot Period”), commencing on the Order Form Effective Date, unless otherwise specified in the Order Form. Any licenses to the Services granted under this Agreement will terminate upon expiration or termination of the Pilot Period.
2. **Reseller Relationship.** Customer will purchase the Services through Reseller pursuant to a separate agreement between Customer and Reseller specifying price, payment, and other commercial terms (“Resale Agreement”). Cresta is not a party to the Resale Agreement. Customer must submit any claims for refunds or service credits to Reseller. Reseller is not an agent or Affiliate of Cresta and does not have the authority to bind Cresta, make representations or warranties on Cresta’s behalf, or otherwise modify this Agreement. Cresta may suspend or terminate Customer’s use of the Services if Reseller fails to pay any fees owed to Cresta on Customer’s behalf.
3. **Termination.** Either Party may terminate this Agreement or any Order Form (i) if there is a material breach of this Agreement or the applicable Order Form by the other Party which is not cured within ten (10) days of written notice from the non-breaching Party or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing.
4. **Effects of Termination.** Upon any termination or expiration of this Agreement or the applicable Order Form, Cresta shall no longer provide the Services to Customer, and Customer and its users shall cease using the Services. Except as expressly stated in this Agreement, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon termination of this Agreement, 1) each party shall promptly return or destroy all Confidential Information of the other party in its possession and 2) Cresta will delete all Customer Content.
5. **Compliance.** Each party will comply with the requirements set forth in the Data Processing Agreement found at <https://www.cresta.com/legal>, which is incorporated herein as part of the Agreement (“DPA”), and the requirements set forth in the Enterprise Security Addendum found at <https://trust.cresta.com/>. If the Customer Content contains Protected Health Information (as defined by HIPAA rules), Customer will comply with Cresta’s Business Associate Agreement (“BAA”), incorporated herein by reference and available at <https://cresta.com/legal/>. The terms of the DPA, BAA, and Security Addendum shall supersede any terms that conflict with the terms set forth in this Agreement.
6. **Title to Services.** Customer shall have no right, title, or interest in the Services or any derivatives or copies thereof. Title to and ownership of the Services, derivatives, and/or copies remains with Cresta at all times.
7. **Support.** Cresta will provide support during its normal business hours (6 AM PST to 6 PM PST) throughout the Pilot Period.
8. **Customer Obligations.** Customer’s rights and obligations regarding the Services are as follows:
 - a. Customer is granted a non-exclusive, non-transferable license, without the right to sublicense, to use the Services for the Purpose.
 - b. Customer and its users shall not (and shall not allow any third party to):

- i. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Services;
 - ii. access the Services to build a competitive product or service or copy ideas, features, functions, or graphics of the Services;
 - iii. copy, license, sell, transfer, make available, lease, time-share, distribute, or assign its licenses or the Services to any third-party or use the Services on behalf of any third party;
 - iv. upload or otherwise transmit any Customer Content that is unlawful, offensive, or otherwise objectionable or that infringes any proprietary or intellectual property rights of any person;
 - v. upload or otherwise transmit any material that contains software viruses or any other harmful code, files, or programs;
 - vi. interfere with or disrupt the Services or networks connected to the Services, or;
 - vii. violate any law or regulation or use the Services for any high risk purposes as defined by applicable law.
 - c. Customer Content. Customer retains all ownership and intellectual property rights in all Customer Content. Customer Content means all information Customer or its users provide to or otherwise make available through use of the Services. Customer will maintain backups of all Customer Content and Cresta will have no liability for the storage, maintenance, or deletion of any Customer Content. Customer represents and warrants to Cresta that it has and will have all necessary rights to provide the Customer Content to Cresta, including without limitation, obtaining any necessary consents to provide the Customer Content to Cresta or to utilize the Services in connection with contacting any individual.
 - d. Customer Content License Grant. By providing Customer Content, Customer grants to Cresta a nonexclusive, royalty-free, worldwide, transferable, and sublicensable right and license to use and modify the Customer Content as required for Cresta and its subcontractors and service providers to provide and support the Services.
 - e. Customer Activity. Customer is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. Unauthorized use, resale, or commercial exploitation of the Services is prohibited. Customer is responsible for procuring and maintaining Customer's infrastructure, network connections, and access to the Services, as well as selecting and initiating contact with each Customer of outbound communications utilizing the Services. The Services do not independently initiate or send outbound messages.
9. Confidentiality. During the term of this Agreement, each Party shall treat as confidential any information provided by the other Party and designated in writing as proprietary or confidential ("Confidential Information"). Confidential Information also includes information which, to a reasonable person familiar with the disclosing Party's business and industry, is of a confidential or proprietary nature, including the Services. The receiving Party shall keep all Confidential Information in confidence and shall not disclose it to any person or entity except to its directors, officers, or employees ("Representatives") who need to know such information for purposes of this Agreement. The receiving Party and its Representatives shall use Confidential Information solely for the purpose for which it was disclosed and shall not use or exploit it for their own benefit or that of any third party without the disclosing Party's prior written consent. Each Party is responsible for its Representatives' actions and shall protect the other Party's Confidential Information with at least reasonable care. The terms and pricing (if applicable) of this Agreement are Confidential Information, and Customer shall not use the Services for comparative analysis, evaluations, or product benchmarks, nor publicly post any analysis or reviews of the Services without Cresta's prior written consent. The receiving Party shall promptly notify the disclosing Party of any actual or threatened breach of this Section and cooperate with reasonable requests to enforce the disclosing Party's rights. Confidential Information remains the property of the disclosing Party. Information is not Confidential Information if it: (i) was known to the receiving Party before receipt from the disclosing Party without an obligation of confidentiality; (ii) becomes known to the receiving Party from a source not bound by confidentiality to the disclosing Party; (iii) becomes publicly known or available other than through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party

may disclose Confidential Information as required by law, legal process, or government regulation, provided a protective order is in place or the disclosing Party is given reasonable prior written notice to contest the disclosure, and such disclosure is limited to what is required. The Parties acknowledge that unauthorized use of Confidential Information may cause irreparable harm for which injunctive relief may be appropriate, and agree that the disclosing Party may seek such relief in addition to any other remedies.

10. **WARRANTY DISCLAIMER. THE SERVICES ARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WITHOUT WARRANTY OF ANY KIND. AND ARE DELIVERED TO, AND ACCEPTED BY, CUSTOMER "AS IS." CRESTA DOES NOT MAKE ANY WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.**
11. Indemnity. Customer will indemnify, defend, and hold Cresta harmless against any costs, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from a claim, suit, action, or proceeding brought by any third party against Cresta or any of its Affiliates that arises out of or is related to Customer's breach of Section 8.
12. **LIMITATION OF LIABILITY. EXCEPT AS MAY ARISE OUT OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, CUSTOMER'S OBLIGATIONS UNDER SECTION 7, AND OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT (THE "EXCLUDED CLAIMS"), NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME), OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES.** Except as may arise out of an Excluded Claim, the total cumulative liability of a Party for any claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed \$10,000.00.
13. Assignment. This Agreement and the use rights granted hereunder may not be assigned or otherwise transferred by Customer without Cresta's prior written consent.
14. Miscellaneous. This Agreement constitutes the entire agreement between Customer and Cresta with respect to the Services and supersedes any prior oral or written agreements between Customer and Cresta related to this subject matter. This Agreement does not govern the commercial terms between Customer and Reseller, which are addressed in the Resale Agreement. Only a written instrument signed by both Parties may amend this Agreement. Any inconsistent or conflicting terms in any purchase order issued by Customer are rejected and shall be of no force or effect, even if the order is accepted by Cresta. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America, without reference to conflict of laws principles. Any legal action or proceeding between the Parties or regarding this Agreement shall be brought exclusively in the state or federal courts in San Francisco, California.