



General Terms and Conditions

This agreement (the “Agreement”) is effective as of the Start Date outlined in the executed order form and is made by and between (“ClearWork”) and (“Client”). ClearWork and Client may each be referred to herein as a “Party” and, collectively, as the “Parties”. “Agreement” shall include any schedules and exhibits attached hereto or to an Order Form.

AGREEMENT:

The Parties desire to enter into a business relationship, and in consideration thereof (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties), the Parties agree as follows:

1. **Order.** Client may enter into an Order Form(s), which shall set forth the specific License(s) and/or Service(s), and which may be provided by an affiliate of CLEARWORK. Each Order Form shall be governed by this Agreement.
2. **License Grant.** CLEARWORK hereby grants to Client a non-exclusive, non-transferable, limited license (“License”) to use the Software during the Term in accordance with the Documentation, solely for its ordinary business purposes, subject to the terms herein (including payment). Each user accessing the Software must be an Authorized User and may have access only to those functions for which CLEARWORK has granted specific user rights in accordance with the applicable Order Form. The License and Authorized User shall be subject to any further conditions specified in the Order Form.
3. **Term.**
 - 3.1 **Initial and Renewal Terms.** Each Order Form shall have the Term as stated therein (“Initial Term”). If no initial term is listed, or if the purchase is made online, then the initial term shall be one year (12 months). Thereafter, the Order Form shall automatically renew for additional one year terms (each, a “Renewal Term”), except as otherwise set forth in the Order Form, or if one Party gives the other Party notice of non-renewal (email shall suffice) at least sixty days prior to the relevant term-end.
 - 3.2 **Agreement expiration.** This Agreement shall continue so long as there is an Order Form between the Parties, or may otherwise be terminated per the terms hereunder. In the event of a lapse in Order Forms, the Parties may mutually agree to enter into a new Order Form, which will be governed by this Agreement notwithstanding any prior expiration.
4. **Fees.** Fees for the Software and Services will be identified in an Order Form. Unless otherwise specified in an Order Form, fees are due and payable thirty (30) days from the date of the invoice. Client shall be liable for the payment of any taxes, stamp duties or assessments imposed (other than income taxes imposed on CLEARWORK’s revenue).
5. **Restrictions on Use.** Except as expressly permitted in the Documentation, this Agreement, or an Order Form, Client shall not (and shall not permit its Authorized Users or third parties

to) (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, other encoded portions, interface protocols or underlying algorithms of the Software; (b) copy, modify, adapt, or create derivative works based on the Software or any related Documentation; (c) rent, lease, distribute, sub-license, sell, assign, or transfer its rights to use the Software; (d) remove or improperly use any CLEARWORK -related proprietary notices or trademarks; (e) disclose to third parties any benchmark or competitive evaluation of the Software; (f) circumvent, or attempt to circumvent, technological measures to limit access to the Software; or (g) use the Software in any manner that violates any person's intellectual property rights, or that violates applicable law.

6. **Client Content.** CLEARWORK acknowledges that, all right, title and interest in Client Content belong to and are retained solely by Client and its Authorized Users, as applicable. Client represents and warrants it or its Authorized Users, as applicable, have the right to upload any Client Content.

7. **Security.** CLEARWORK will implement industry standard security precautions intended to prevent unauthorized access to Client Content. If applicable, CLEARWORK shall issue to Client, or shall authorize a Client administrator to issue, login credentials for each Authorized User of the Software. Client and its Authorized Users are responsible for maintaining the confidentiality of, and authorized use of, all login credentials. Parties shall notify each other in a reasonably prompt manner of relevant breaches of security or unauthorized access.

8. **Termination**

8.1 **Breach.** Either Party may terminate this Agreement upon written notice (email shall suffice) if the other Party has breached a material term of this Agreement and has not cured such breach within thirty days of receipt of notice from the non-breaching Party specifying the breach. Any such notice to CLEARWORK shall be sent to hello@clearwork.io.

8.2 **Insolvency.** Either Party may terminate this Agreement if (a) the other Party has a trustee or receiver (howsoever described) appointed for it or its property; (b) the other Party makes an assignment for the benefit of creditors; (c) any proceedings are commenced by, for or against the other Party under any bankruptcy, insolvency or debtor's relief law; or (d) the other Party is liquidated or dissolved.

8.3 **Client Conduct.** CLEARWORK may suspend or terminate access to the Software and/or Services, at its sole option, with or without notice to Client, if Client is in breach of this Agreement, to comply with or prevent violation of applicable law, or if necessary to prevent harm to CLEARWORK or other users, provided that prior to taking any such action, CLEARWORK will first attempt, in good faith, to discuss the issues with Client so as to resolve them, if CLEARWORK determines that doing so would be practicable and not prejudicial to its commercial interests under the circumstances.

8.4 **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, whether by Client or CLEARWORK, Client's right to any Services and to use the Software shall immediately cease and Client and its Authorized Users' access to the Software will terminate. Fees are non-cancelable and non-refundable, except where Client has terminated due to CLEARWORK's breach or CLEARWORK has terminated per Section 11.2, in which case CLEARWORK shall provide a pro rata refund of any prepaid, unused amounts relating to the post-termination period. Sections 3.2, 4, 5, 8, 9, 11, 12, 13, and 14 of this Agreement shall survive its expiration or termination for any reason.

9. **Confidentiality.** Each party shall retain in confidence the confidential and proprietary information disclosed or otherwise made available by the disclosing party or its affiliates in connection with this Agreement, which is identified as confidential at the time of disclosure

or should reasonably be understood as confidential given the nature of the information and the circumstances surrounding the disclosure, including the terms of this Agreement and non-public technical and business information, such as business plans, operations, technologies, finances, and proprietary information relating to the Software ("Confidential Information"). The receiving party will use a degree of care and discretion (but not less than reasonable care) to prevent unauthorized disclosure or use similar to what it uses to protect its own information of like kind. The receiving party will not disclose the Confidential Information of the disclosing party to a third party other than to its authorized contractors, agents, advisors, or affiliates (collectively, each receiving party's "Representatives") as reasonably necessary for performance under this Agreement (or as reasonably necessary to offer, provide or facilitate additional services, including from affiliates, to Client or Authorized Users); provided, however, that each receiving party shall be liable to the disclosing party for any violation of this Agreement by its Representatives. Confidential Information shall not include information that (a) is publicly available (without breach of this Agreement), (b) is lawfully received from a third party, not known to be confidentially bound to the disclosing party, or (c) is generated independently by, or on behalf of, the receiving party or any of its Representatives without reference to the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required to do so under applicable law, provided that prior notice is given to the other Party if permissible (except for routine regulatory reviews or disclosures that are not specific to the disclosing party). Upon expiration or termination of this Agreement, each party shall promptly return to the other party, or destroy, the other party's Confidential Information upon requested by the other party. The receiving party and its Representatives, however, may retain Confidential Information solely as necessary to comply with applicable law and/or pursuant to bona fide compliance or document retention policies (including electronic archiving for backup purposes).

10. Warranty. CLEARWORK DOES NOT WARRANT THAT (A) THE USE OF THE SOFTWARE OR DOCUMENTATION WILL BE ERROR-FREE OR UNINTERRUPTED, (B) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY END-USER CONTENT OR DATA, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CLEARWORK, OR (C) THE SOFTWARE AND DOCUMENTATION WILL MEET CLIENT'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. THE SOFTWARE IS PROVIDED 'AS IS' AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS.

11. Indemnification.

11.1 By Client. Client shall indemnify, defend, and hold CLEARWORK and its affiliates, employees, officers, directors and agents, harmless from and against all suits, claims, charges and liabilities, and all associated losses, costs, damages and expenses, arising from any third party claim, suit or proceeding against CLEARWORK or its affiliates due to Client's use of the Software or any breach of this Agreement.

11.2 By CLEARWORK. CLEARWORK shall indemnify, defend and hold Client and its Authorized Users, and their respective affiliates, employees, officers, directors and agents, harmless from and against all suits, claims charges and liabilities, and all associated losses, costs, damages and expenses, or at its option settle, any third party claim, suit or proceeding against Client and its Authorized Users based on a claim that the Software (not including any Third Party Software) infringes any United States patent, copyright, trademark or trade secret. CLEARWORK may also, at its sole option and expense, (a) procure the right to continue using the affected Software consistent with this Agreement, (b) replace or modify the affected Software with reasonably equivalent software that does not

infringe or, (c) terminate this Agreement if either (a) or (b) is not available on a commercially-reasonable basis.

- 11.3 Requirements. (a) CLEARWORK's indemnity obligations are conditioned upon Client having updated to the latest version made available by CLEARWORK and Client not altering or combining the Software beyond what is permitted by this Agreement and Documentation (if such infringement would have been avoided but for such alteration or combination). (b) The indemnities in this Section are further conditioned upon (i) the indemnified party providing prompt notice of such claim or suit to the indemnifying party, (b) the indemnifying party having sole control of such defense and/or settlement (provided that the settlement's terms do not require any financial obligation or admission of wrong-doing by the indemnified party), and (c) the indemnified party providing information and assistance as reasonably requested by the indemnifying party.

12. Limitation of Liability. (A) EXCEPT IN THE EVENT OF A PARTY'S BREACH OF SECTIONS 2, 5, OR 9, UNDER NO CIRCUMSTANCES SHALL A PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) EXCEPT IN RESPECT OF SECTIONS 9 AND 11.2, CLEARWORK'S AND ITS AFFILIATES' MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT BE IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT TO CLEARWORK FOR THE SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

13. CLEARWORK IP Rights. CLEARWORK and/or its affiliates own all right, title and interest in the Software, its source and object code, all enhancements, upgrades, updates, data and information inputted by CLEARWORK (or its affiliates), and derivatives thereof, and all Documentation. CLEARWORK and/or its affiliates shall have the right to collect and analyze any data and other information relating to the provision, use and performance of various aspects of the Software and Services and any related systems, information, and technologies ("Anonymous Data"), and CLEARWORK and its affiliates will own and be free to use such Anonymous Data (and any derivatives thereof) to improve and enhance its Software and Services and for other development, diagnostic and commercial purposes.

14. General

- 14.1 Notices. All notices to a party shall be in writing and sent to the addresses specified above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Parties may update their notice addresses upon reasonable notice to the other Party.
- 14.2 Assignment. Neither this Agreement or any Order Form may be assigned or transferred without the other Party's written consent (such consent not to be unreasonably withheld); provided, however, that no such consent will be required for CLEARWORK may or its affiliate to assign this Agreement or any Order Form to (i) an affiliate or that is able to satisfy the obligations of the assignor under this Agreement or an Order Form, or (ii) a successor in interest in connection with a change of control transaction (whether by merger, acquisition, or sale of equity

interests or all or substantially all of the assignor's assets, or otherwise),. This Agreement and any Order Forms shall inure to the benefit of each party's successors and permitted assigns.

- 14.3 Subcontracting. CLEARWORK and its affiliates may, at their expense subcontract with any entity or person (each such subcontractor, a "Subcontractor") concerning the provision of any of the Services contemplated hereunder; provided, however, that CLEARWORK and/or its affiliates shall not be relieved of any of its obligations under this Agreement by the appointment of, and/or delegation to, such Subcontractor and provided further, that CLEARWORK and/or its affiliates, as the case may be, shall remain responsible for ensuring that its obligations under this Agreement are fulfilled. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Client, or (ii) obligate Client to pay or cause the payment of any amounts to any Subcontractor.
- 14.4 Entire Agreement; Hierarchy. This Agreement, together with the Order Forms and all addenda, schedules, and exhibits, constitute the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings relating to the subject matter hereof. In the event of any inconsistency between the Agreement and any Order Form, the Order Form shall prevail. The order of precedence from highest precedence to lowest precedence is: Order Form, Service Level Agreement, additional mutually agreed upon documents, General Terms and Conditions.
- 14.5 Export Laws. Both parties acknowledge and agree that the Software and technology subject to this Agreement are subject to the export and re-export control laws and regulations of the United States and any applicable jurisdiction, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Both parties will comply with these laws and regulations.
- 14.6 Governing law; amendments; severability. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and the exclusive venue for any dispute arising hereunder shall be the state and federal courts in Massachusetts. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. This Agreement may be amended or superseded only by a written instrument signed by both parties. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. This Agreement may be executed in counterparts (including pdf or electronic signature), each of which shall be deemed to be an original and both together one and the same agreement.
- 14.7 Force majeure. Neither party shall be in default if its failure to perform any obligation is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.
- 14.8 Not a joint venture. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 14.9 Third Party Software. The Software may contain or consist of components which are licensed from third parties ("Third-Party Software"). In addition to the terms herein, Client's use of the Third-Party Software is subject to and governed by the respective license terms of such Third-Party Software. Any Third-Party Software embedded or provided in connection with the Software may be used only in conjunction with the Software, the use of which is subject to this Agreement.

- 14.10 Audit. CLEARWORK shall have the right, once per year, upon reasonable prior written notice, during business hours at a time and date mutually agreed, to verify and audit Client's compliance with the terms of this Agreement. Any such audit shall be at CLEARWORK's sole expense. In addition, such audit shall be subject to Client's reasonable policies and procedures pertaining to security or confidentiality. Alternatively, CLEARWORK may request that Client provide a written report, with reasonably sufficient detail, as to the number of users or other relevant metrics to verify compliance. CLEARWORK shall issue an invoice for excess usage at the then-current rate for the Software.
- 14.11 Publicity. ClearWork may use Customer's name and subscribed cloud service in ClearWork customer listings and external communications.

15. Definitions. The following terms shall have the meanings set forth below when used in this Agreement:

- (a) "Authorized Users" means those individuals authorized by Client to use the Software in accordance with the terms of this Agreement, subject to further description or restrictions in the Order Form.
- (b) "Client Content" means, if applicable, all data, information, and materials uploaded to, or run on through, the Software, by Client and/or its Authorized Users.
- (c) "Documentation" means the documentation supplied with the Software or otherwise made available to Client under this Agreement, including, without limitation, the program instructions and user manuals for the Software referenced within the Software, as well as any help windows and readme files that are accessible from within the Software.
- (d) "Enhancements" means all modifications, improvements, derivative works of or revisions to the Software including, without limitation, those expanding its functionality or improving its performance commonly known as upgrades or updates.
- (e) "Software" means, subject to the Order Form, the commercial versions of software product/s, in object code form only (and accompanying Documentation, if applicable), including any application programming interface and related software, identified in this Agreement and any Order Form incorporated herein, including all Enhancements thereto, and made available by CLEARWORK or its affiliates to Client and/or its Authorized Users as part of the Software.
- (f) "Services" means the services specifically described in the applicable Order Form.
- (g) "Term" shall mean the Initial Term and Renewal Term in respect of each Order Form between the Parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]