

ELECTRIC TERMS OF SERVICE

BY SIGNING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, ACCESSING OR USING ANY ELECTRIC SERVICES, OR OTHERWISE INDICATING ACCEPTANCE OF THIS AGREEMENT, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY AGREED UPON BY YOU AND ELECTRIC IN THE APPLICABLE ORDER FORM OR ACCESS METHOD THROUGH LANGUAGE THAT REFERENCES THIS AGREEMENT AND COMMUNICATES THE PARTIES' INTENT TO MODIFY ONE OR MORE SPECIFIC PROVISIONS OF THIS AGREEMENT WITH RESPECT TO SUCH ORDER FORM OR ACCESS. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU ARE USING ANY ELECTRIC SERVICES AS AN EMPLOYEE, CONTRACTOR, REPRESENTATIVE OR AGENT OF A CORPORATION, PARTNERSHIP, ORGANIZATION OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO, AND ACKNOWLEDGE THAT ALL REFERENCES TO YOU IN THIS AGREEMENT ALSO REFER TO SUCH PARTY ON WHOSE BEHALF YOU ARE ACTING. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

Any capitalized words or phrases in these Terms and Conditions not defined upon first usage have the meanings in the definitions contained in the last section.

These Electric Terms of Service ("Agreement") are entered into by and between Electric and the party ("Customer") placing an order for, or accessing, any Electric Services. This Agreement consists of the terms and conditions set forth below and any ancillary documents (including attachments, addenda and exhibits) expressly referenced as part of the Agreement, and any Order Forms that reference this Agreement.

The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to any Electric Service through any online provisioning, registration or order process, or (b) the effective date of the first Order Form referencing this Agreement. Unless otherwise specified, the effective date of an Order Form is the date on which it is mutually agreed by Electric and Customer, which may be earlier than the start date of the Subscription Term for Electric Services referred to in such Order Form.

From time to time, Electric may modify this Agreement. Unless otherwise specified by Electric, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order Form after the updated version of this Agreement goes into effect. Electric will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order Form, and in any event continued use of any Electric Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

1. Use of Service

1.1. Service Provision and Access; Client Software. Electric will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form, or as provided in the service description when Customer or its representative first accessed the Services. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each

User's compliance with this Agreement, and acts or omissions by any User shall be deemed acts by Customer. To the extent Customer uses or installs Client Software in connection with its use of the Service, Electric grants to Customer and its Users a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Customer's and its Affiliates' use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

1.2. Affiliates. Customer Affiliates may purchase Electric Services from Electric or an Electric Affiliate, as applicable, by executing an Order Form which is governed by this Agreement. This will establish a new and separate agreement between the Customer Affiliate and Electric or the Electric Affiliate signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the provision of Electric Services thereunder (including, but not limited to, payment currency, taxes and governing law), including as specified in any Local Country Addendum attached to or referenced therein.

1.3 Third-Party Software. Electric may resell and provide or otherwise make accessible to Customer certain software that is owned by third parties ("Third-Party Software"), the use of which may be subject to additional or different terms set forth in the applicable license ("Third-Party Licenses"). Customer agrees to be bound by and shall comply with the terms of the applicable Third-Party License as set forth in the applicable Order Form or otherwise provided to or made available to Customer in advance of such resale or access. For the avoidance of doubt, additional resales of or access to a particular piece of Third-Party Software (including but not limited to adding users and/or seats) under the existing license between Customer and the provider of such Third-Party Software in the course of provisioning additional Customer end-users shall not require an additional Order Form, and Customer will be charged automatically for any such additional users and/or seats. To the extent it is permitted to do so, Electric will pass through to Customer any third-party warranties in respect of Third-Party Software as applicable.

1.4. Compliance with Applicable Laws. Electric will provide the Electric Services in accordance with its obligations under laws and government regulations applicable to Electric's provision of such Electric Services to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of Electric Services, without regard to Customer's particular use of the Electric Services and subject to Customer's use of the Electric Services in accordance with this Agreement.

1.5. General Restrictions. Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service (or any Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or as set forth in a SOW, as applicable) or in a service bureau or outsourcing offering; (b) use the Service to provide, or incorporate the Service into, any substantially similar cloud-based service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Electric); (d) remove or obscure any proprietary or other notices contained in the Service; or (e) use any Electric Services in violation of the Acceptable Use Policy.

2. Customer Data

2.1. Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Electric Services. Subject to the terms of this Agreement, Customer hereby grants to Electric and Electric Affiliates a non-exclusive, worldwide,

royalty-free right to process the Customer Data solely to the extent necessary to provide the Electric Services to Customer or any related obligations thereunder, or as may be required by law.

2.2. Use Obligations. Customer agrees that its use of the Electric Services and all Customer Data will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to, any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to Customer. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Electric under this Agreement and that the processing of Customer Data by Electric in accordance with this Agreement will not violate any laws or the rights of any third party.

2.3. Data Privacy. The parties shall comply with the Data Privacy Addendum.

2.4 Customer Credentials. Customer is responsible for providing in a timely manner to Electric (i) all subscriptions and account credentials and other information necessary for Electric to access any and all data and information to be monitored, analyzed and/or processed by the Services, or otherwise reasonably necessary for Customer's use of, and Electric's provision of, the Services (such information, "Customer Credentials"), and (ii) access to all servers, devices (Customer-owned and those owned by individual end users or other third parties who supply their own devices for use with Customer's business applications (e.g., under a "BYOD" policy)), storage, software, databases, network and communications equipment and ancillary services that connect to, access or otherwise use the Services at Customer's facility(ies), or are otherwise designated by Customer to be managed in connection with the Services (collectively, "Customer Systems"). Customer shall ensure that all Customer Systems comply with all specifications contained in the Documentation or otherwise provided to Customer by Electric in writing as of the commencement date specified in the applicable Order Form. Customer represents and warrants that it owns the Customer Systems or has the right to provide Electric with access to the Customer Systems.

2.5 Authorized Customer Users. From time to time, Customer may designate one or more Customer representatives as having the authority to take administrative actions with respect to the Services ("Authorized Customer Users"). If applicable, Electric shall be entitled to rely on the instructions and/or other information provided by Authorized Customer Users or otherwise provided through the Electric account associated with Authorized Customer Users and may communicate with Customer Authorized Users regarding all aspects of the Services, the Customer Systems and Customer Credentials. Electric shall have no obligation to evaluate any such instructions or information or to identify or warn against the potential effects of such instructions. Electric shall not be liable for the results of any actions or inactions carried out in reliance on such instructions or information. It is the sole responsibility of Customer to have in place its own internal policies and procedures regarding Authorized Customer Users' interactions with Electric and the Electric Services.

3. Security. The parties shall comply with the Security Addendum.

4. Intellectual Property

4.1. Electric Technology. Customer agrees that Electric or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Electric Technology. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Electric Technology is granted to Customer. Further, Customer acknowledges that some or all of the Electric Services are offered as an online, hosted or cloud-based solution, and that Customer has no right to obtain a copy of the underlying computer code for any such Service, except (if applicable) for the Client Software in object code format. Electric may freely use and incorporate any suggestions,

comments or other feedback about the Electric Services voluntarily provided by Customer or Users into the Electric Technology.

4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Electric may collect and use Usage Data to develop, improve, support, operate and market its products and services. Electric may not share any Usage Data that includes Customer's Confidential Information with a third party except (a) in accordance with Section 5 (Confidentiality) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified.

4.3. Customer Reference. With Customer's prior written consent (which may be obtained through an Order Form or by email, and which may be revoked upon the conditions contained at the end of this section), Electric shall be permitted to identify Customer as its customer to other Electric customers or prospective customers, including for purposes of facilitating Customer-controlled data sharing hereunder. Without limiting the foregoing, such permission shall allow Electric to use and display Customer's name, logo, trademarks, and service marks on Electric's website or other digital channels and in Electric's other marketing materials in connection with identifying Customer as a customer of Electric. Upon Customer's written request, Electric will remove any such display upon commercially reasonable timing and to the extent commercially feasible according to the medium of display.

5. Confidentiality. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and other representatives who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law, regulation or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. Fees and Payment; Taxes; Payment Disputes

6.1. Fees and Payment. All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement and to the extent permitted by law, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order or similar document upon entering into an Order Form, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Electric rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect; (ii) it shall be without limitation to Electric's right to collect Fees owing hereunder; (iii) it shall be for the total Fees owing under the applicable Order Form; and (iv) on request, Electric will reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order reasonably in advance of the invoice date. Electric will invoice Customer using the billing contact information set forth in the applicable Order Form or as updated by Customer in the applicable Electric Service. In the event Customer requests Electric to use any other billing platform for invoicing and

payment hereunder, the parties will reasonably work together to facilitate the same, provided that such platform is: (i) able to accommodate the Electric Services payable hereunder; and (ii) operational without cost to Electric (i.e., use of such platform is either without out-of-pocket cost to Electric, including for any related set-up fees, or Customer promptly reimburses or otherwise credits Electric for any such additional costs or fees).

6.2. Taxes. Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder, including without limitation all use or access of the Electric Services by its Users. If Electric has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Electric will invoice Customer and Customer will pay that amount unless Customer provides Electric with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Electric, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Electric receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Electric's request, Customer will provide to Electric its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the purchased services.

6.3. Payment Disputes. Electric will not exercise its rights hereunder to terminate this Agreement for cause or to suspend provision of the Electric Services, in each case with respect to non-payment by Customer, in the event of a Payment Dispute. If the parties are unable to resolve such Payment Dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.4. Reseller Orders. Customer may procure certain Electric Services through a Reseller pursuant to a Reseller Arrangement. Electric will only be obligated to provide the Electric Services to Customer in connection with a Reseller Arrangement if Electric and Reseller have executed an Order Form for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Arrangement: (a) Electric may share information with Reseller related to Customer's use and consumption of the Electric Services; (b) notwithstanding anything to contrary in this Agreement, references to "Customer" in each of the defined terms "Fees" and "Order Form" in this Agreement shall be replaced with "Reseller," and all payments of fees, refunds and credits, if any, are payable by or to the Reseller; (c) this Agreement governs Customer's use of the Electric Services, notwithstanding anything to the contrary in the Reseller Arrangement; and (d) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Electric or in any way concerning the Electric Services.

7. Term and Termination

7.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no Order Form currently in effect, either party may terminate this Agreement upon written notice to the other party. Unless a party cancels an applicable Order Form by providing written notice to the other party at least thirty (30) days prior to the end of then-current Subscription Term thereof, or unless expressly stated otherwise therein, each Order Form will automatically renew, and Customer will be charged, for a subsequent Subscription Term equal in duration to the previous Subscription Term, at then current market pricing unless otherwise provided therein or in this Agreement. If Customer's access to the Services is qualified as a "beta," "trial," "evaluation" or other non-production service, either party may terminate this Agreement and any Order Form upon written notice delivered to the other party at any time, for any reason or no reason.

7.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law). Except where an exclusive remedy is specified, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with clause (a) of this section, Customer shall be entitled to a refund of any prepaid unused Fees for the applicable Electric Services purchased hereunder.

7.3. Customer Data Retrieval and Access After Termination. Upon written notice to Electric, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the applicable Electric Service solely to the extent necessary to retrieve Customer Data ("Retrieval Right"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Electric shall have no further obligation to make Customer Data available after the later of (a) the effective date of termination of this Agreement, or (b) the Retrieval Right period, if applicable, and thereafter Electric reserves the right to delete the Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Electric Services (including any related Electric Technology) and delete all copies of Client Software, Documentation, any associated passwords or access codes, and any other Electric Confidential Information in its possession. Notwithstanding any termination or anything to the contrary in this Agreement or any Order Form, Customer shall be responsible for and be obligated to pay for all of its use of the Electric Services, including any such use that occurs during the Retrieval Right period other than access incidental to exercise of the Retrieval Right.

7.4. Survival. The following sections will survive any expiration or termination of this Agreement: 1.4 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.3 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

7.5. Suspension of the Electric Services. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Electric reserves the right to suspend provision of the Electric Services: (a) if any Fees are thirty (30) days or more overdue (and are not otherwise subject to the provisions herein regarding Payment Disputes); (b) if Electric deems such suspension necessary as a result of Customer's breach of Sections 1.4 (General Restrictions) or 2.2 (Use Obligations); (c) if Electric reasonably determines suspension is necessary to avoid material harm to Electric or its customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Electric's control; or (d) as required by law or at the request of governmental entities.

8. Warranty

8.1. Service Warranty. Electric warrants that: (a) the Electric Services will operate in substantial conformity with the applicable Documentation; and (b) Professional Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If Electric is not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order Form or SOW (as applicable), and Customer, as its sole remedy, will be entitled to receive a refund of any prepaid unused Fees for the applicable Electric Service or Professional Services purchased thereunder. This warranty will not apply if

the error or non-conformance was caused by: (i) Customer's misuse of the applicable Electric Service or Deliverables; (ii) modifications to the applicable Electric Service or Deliverables by Customer or any third party; (iii) External Offerings; or (iv) any services or hardware of Customer or any of its third parties used by Customer in connection with the Electric Services or Deliverables. For Professional Services and Deliverables, this warranty will not apply unless Customer provides written notice of a claim within thirty (30) days after expiration of the applicable SOW. The foregoing warranties do not apply if Customer's access to the Services is qualified as a "beta," "trial," "evaluation" or other non-production service. In such cases, Electric will make reasonable efforts to answer Customer's questions regarding use of the Services but is not obligated to provide any other support.

8.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

8.3. Warranty Disclaimer. TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH ELECTRIC SERVICE AND THE CLIENT SOFTWARE ARE PROVIDED "AS IS," AND ELECTRIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ELECTRIC DOES NOT WARRANT THAT THE USE OF ANY ELECTRIC SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES ELECTRIC WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

9. Support and Availability. During a Subscription Term, Electric will provide Customer the level of support for the Service set forth in the applicable Order Form, in accordance with the Support Policy.

10. Professional Services

10.1. Provision of Professional Services. Electric will perform the Professional Services for Customer as set forth in each applicable SOW, subject to the terms and conditions of this Agreement.

10.2. Assistance. Customer acknowledges that timely access to applicable Customer Materials, resources, personnel, equipment or facilities is necessary for the provision of Professional Services. Customer agrees to provide such access and to reasonably cooperate with Electric during a Professional Services project. Electric will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations hereunder with respect to Professional Services.

10.3. Customer Materials. Customer hereby grants Electric a limited right to use any Customer Materials solely for the purpose of providing Professional Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Customer Materials comprising Confidential Information will be subject to the confidentiality section of this Agreement. Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to Electric under this Agreement and that the Customer Materials will not violate any third-party rights.

10.4. Access to Customer Data under an SOW. With respect to access to any Customer Data under an SOW, Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. Customer agrees that it will not grant Electric access to Customer Data unless specifically required and noted in an SOW, and that Customer will grant any such access only during the term of the applicable Professional Services project. Unless otherwise specified in an SOW, Customer must ensure that it does not grant access to any Customer Data that is unencrypted or contains sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information.

10.5. License to Deliverables. The Professional Services Electric performs and the resulting Deliverables are generally applicable to Electric's business and are part of Electric Technology. Subject to the terms and conditions of this Agreement, Electric hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer's use of the Service during the period in which such Customer has valid access to the Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

10.6. Change Orders; Other Terms. Customer may submit written requests to Electric to change the scope of Professional Services under an existing SOW. Electric will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Professional Services. Neither party is bound by changes to an SOW unless the parties have entered into a Change Order with respect thereto. Electric may use subcontractors to deliver Professional Services but will remain responsible for their performance of those Professional Services under the applicable terms and conditions of this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Electric Service that are generated as part of the Professional Services.

11. Indemnification

11.1. Indemnification by Electric. Electric will defend Customer against any claim by a third party alleging that the Service or any Deliverable, when used in accordance with this Agreement, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Electric (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Service or Deliverable results (or in Electric's opinion is likely to result) in an infringement claim, Electric may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW, and refund to Customer any prepaid unused Fees for the applicable Service or Deliverable. The foregoing indemnification obligation of Electric will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any party other than Electric or based on Customer's specifications or requirements; (2) the combination of the Service or Deliverable with products or processes not provided by Electric; (3) any use of the Service or Deliverables in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by Electric. This section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement.

11.2. Indemnification by Customer. Customer will defend Electric against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service and will indemnify and hold harmless Electric from and against any damages and costs awarded against Electric or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

11.3. Indemnification Procedures. In the event of a potential indemnity obligation under Section 11, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under Section 11 shall not relieve the indemnifying party of its obligations under Section 11. However, the indemnifying party shall not be liable for any litigation

expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. LIMITATION OF LIABILITY

12.1 EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO ELECTRIC IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES (OR, IF NO SUCH FEES ARE PAID OR PAYABLE BECAUSE CUSTOMER'S ACCESS TO THE SERVICES IS FREE, OR A BETA, TRIAL OR EVALUATION, THEN US\$1,000.00). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO OBLIGATIONS AND CLAIMS BASED ON: (A) A PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 5 (CONFIDENTIALITY) (WHICH FOR PURPOSES OF THIS EXCEPTION SHALL NOT INCLUDE CUSTOMER DATA); (B) EITHER PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION); AND/OR (C) LIABILITY WHICH, BY LAW, CANNOT BE LIMITED (E.G., TORT CLAIMS FOR GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT).

12.2 THE PARTIES AGREE THAT SECTION 12.1 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.3 THE MONETARY CAP SET FORTH IN SECTION 12.1 SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING CUSTOMER'S USE OF THE ELECTRIC SERVICES ENTERED INTO BETWEEN ELECTRIC AND ANY CUSTOMER AFFILIATES.

13. General Terms

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and Electric may assign this Agreement in its entirety to any Electric Affiliate. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this section will be null and void.

13.2. Severability; Interpretation; Conflicts. If a court of competent jurisdiction or an arbitrator holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of this Agreement. Except for the Acceptable Use Policy, the Data Privacy Addendum, the Security Addendum, the Support Policy and any Third-Party Licenses, each of which shall govern solely with respect to the subject matter therein, this Agreement governs and controls in the event of a conflict with any other ancillary documents or provisions applicable to the Electric Services unless otherwise expressly agreed in writing by the parties.

13.3. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The procedures in this Section 13.3 shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misuse, misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.4. Governing Law; Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Delaware, U.S.A. without regard to the conflict of laws. The exclusive jurisdiction and venue for any actions will be the state and federal courts located in New Castle County, Delaware, U.S.A. and Electric and Customer each irrevocably consent to, and waive any objection to, jurisdiction and venue in such courts.

13.5. Electric Affiliates. While the Electric Affiliate contracting with Customer or a Customer Affiliate remains fully liable and responsible for all Electric obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by Electric or other Electric Affiliates.

13.6. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered; or (c) the day of sending by email (which for Electric shall be to legal@electric.ai), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier.

13.7. Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms agreed to by Electric) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

13.8. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Electric may change and update any Electric Service (in which case Electric may update the applicable Documentation accordingly), subject to the warranty in Section 8.1 (Service Warranty). For clarity, all terms and conditions of attachments, addenda and exhibits expressly referenced herein include any updates made thereto, as posted to the Electric Legal Hub or a successor website designated by Electric.

13.9. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement, except to the extent expressly stated in this Agreement.

13.10. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

13.11. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

13.12. Export Control. Each party agrees to comply with all export and import laws and regulations, including without limitation, those of the United States, applicable to such party in connection with its respective provision or use of any Service under this Agreement. Without limiting the foregoing, Customer represents and warrants that it: (a) is not listed on, or majority-owned by any entity listed on, any U.S. government list of prohibited or restricted parties; (b) is not located in (or a national of) a country that either is subject to a U.S. government embargo or has been designated by the U.S. government as a "state sponsor of terrorism"; (c) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction; and (d) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.13. Execution. The parties may execute any documents hereunder in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means, which may be transmitted to the other party by mail, hand delivery, email and/or any electronic method and will have the same binding effect as any original ink signature.

14. Other Definitions

"Acceptable Use Policy" or "AUP" means Electric's acceptable use policy, made available in the Electric Legal Hub.

"Account" means Customer's account in the applicable Service in which Customer stores and processes Customer Data.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used in this definition, "control" means the power to

direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

“Change Order” means a change order or amendment to an SOW that is agreed to and signed in writing by both parties with respect to any Professional Services to be performed hereunder.

“Client Software” is any desktop or SaaS client software that is made available to Customer by Electric for installation on, or accessed from, Users’ computers, to be used in connection with the applicable Service.

“Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Electric Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Electric without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party.

“Contractor” means Customer’s and its Affiliates’ independent contractors and consultants.

“Customer Data” means any data or data files of any type that are uploaded by or on behalf of Customer for storage or processing in the Service.

“Customer Materials” means any materials provided to Electric in connection with Professional Services.

“Data Protection Claims” means any claims arising from a party’s breach of Section 2.3 (Data Privacy), Section 3 (Security), Section 5 (Confidentiality), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

“Deliverables” means the guides, code or other deliverables that Electric provides to Customer in connection with Professional Services, but excludes any compilers, assemblers, interpreters or similar tools Electric may use to develop Deliverables.

“Documentation” means Electric’s technical documentation and usage guides expressly designated by Electric as applicable to the Service at <https://support.electric.ai/en/electricithub/working-version>

“DPA” means the Customer Data Processing Addendum, made available in the Electric Legal Hub.

“Electric” means Electric AI, Inc. or an Electric Affiliate, as applicable.

“Electric Legal Hub” means the legal and other documents (including attachments, addenda and exhibits to this Agreement) located at <https://www.electric.ai/legal> or a successor website designated by Electric.

“Electric Offering(s)” means the Service, Professional Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Electric.

“Electric Technology” means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Electric Offerings; and any derivative works, modifications, or improvements of any of the foregoing.

“External Offerings” means separate or third-party data, databases, services, offerings or applications that are independent from, but interoperate with the Service, and may be procured or used by Customer, including Third-Party Software.

“Fees” means the fees payable by Customer to Electric for the applicable Electric Offerings. For Professional Services, the applicable Fees are as set forth in the relevant SOW, and “Fees” also includes travel, lodging, meal and other expenses incurred in the course of providing Professional Services, but only if the applicable SOW specifies that expenses are reimbursable.

“Order Form” means (i) the Electric ordering document (and/or SOW, if applicable) governed by this Agreement that is signed by Electric and Customer and specifies the Electric Offerings procured by Customer, or (ii) any other confirmation specifying the Electric Offerings selected by the Customer for purchase or use via any Electric website or mobile app. In the event of a discrepancy arising between the Order Form and Agreement, or with respect to specific provisions herein expressly referenced in the Order Form as intended to be modified, deleted, superseded or replaced, the terms outlined in the Order Form shall take precedence.

“Payment Dispute” means Customer’s reasonable and good faith dispute over the applicability of certain charges that have not yet been paid by Customer which Customer is diligently cooperating to resolve.

“Professional Services” means the consulting, configuration or other professional services provided by Electric to Customer under an Order Form or SOW.

“Reseller” means a Electric-authorized distributor, referral partner or reseller selling Electric Offerings to Customer. For the avoidance of doubt, a Reseller may include a third-party marketplace.

“Reseller Arrangement” means (i) a separate agreement between Customer and Reseller, which may specify different terms than this Agreement regarding invoicing, taxes and payments, and/or (ii) additional terms and conditions provided to Customer by a marketplace Reseller in connection with this Agreement.

“Security Addendum” means the Electric Security Addendum, made available in the Electric Legal Hub.

“Service” means any service provided by Electric related to (i) information technology management and support, including employee management and support, computer and accessory device management, application management, and IT security-related services; (ii) procurement, provisioning and de-provisioning of computer and accessory devices on behalf of Customer and related device-management services including inventory, returns, identity and access tracking, and asset management; and (iii) any other software-as-a-service (SaaS) offering hosted by or on behalf of Electric; in each case as ordered by or for Customer as set forth in an Order Form.

“SOW” or “Statement of Work” means a statement of work mutually agreed by Customer and Electric for the provision of Professional Services and that is governed by this Agreement.

“Subscription Term” means the period of time during which Customer is authorized to access the relevant Electric Offering(s), as specified in the applicable Order Form.

“Support Policy” means the Electric Support Policy and Service Level Agreement made available in the Electric Legal Hub.

“Taxes” means taxes, levies, duties, tariffs, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Electric.

“Usage Data” means usage and operations data in connection with the Customer’s use of the Service.

“User” means the persons designated and granted access to the Service by or on behalf of Customer, including, as applicable, any of its and its Affiliates’ Contractors.

“VAT/GST Registration Number” means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.