

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is made by and between Amperity, Inc., a corporation with a principal place of business at 701 5th Ave, Suite 2600, Seattle, WA 98104 ("Amperity"), and _____, a company with a principal place of business at _____ ("Customer"). Amperity and Customer shall herein be referred to each as a "Party" and collectively as the "Parties". In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Affiliates means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Amperity Data means all Data made available by Amperity to Customer in connection with the Customer's use of the Services.

1.3 Confidential Information has the meaning given to it in Section 4.1.

1.4 Customer Behavioral Record means each incoming row of data representing non-transactional interactions with individual customers and containing no discernible personally identifiable information.

1.5 Customer Data means all Data made available by the Customer or its Users (or by any third party on behalf of Customer or its Users) to Amperity or otherwise provided by Customer or its Users (or by any third party on behalf of Customer or its Users) in connection with the provision of the Services.

1.6 Customer Profile means a unified view of an individual customer of Customer that emerges as a result of inputting each Customer Record into the identity resolution process.

1.7 Customer Record means each incoming row of data containing personally identifiable information regarding a specific customer that is used in identity resolution.

1.8 Customer Transactional Record means each incoming row of data representing a transaction with an individual customer and containing no discernible personally identifiable information.

1.9 Data means text, images, materials, photos, audio, video, and all other forms of data or communication.

1.10 Documentation means the documentation for the Subscription Service generally supplied by Amperity to assist its customers in the use of the Subscription Service, including user manuals and other written materials.

1.11 Feedback means any Customer provided feedback and reports about any errors, problems, or defects in, or suggestions for changes and improvement to the Subscription Service.

1.12 Order Form means each Amperity order form, statement of work or similar document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Subscription Service ordered by Customer from Amperity, sets forth the prices for the Subscription Service and contains other applicable terms and conditions.

1.13 Professional Services means configuration, implementation, training, consulting, and on-going and/or custom services to be provided by Amperity. All Professional Services will be set forth in an Order Form.

1.14 Services means the Subscription Service and any Professional Services provided by Amperity pursuant to Section 2.1 hereof.

1.15 Subscription Service means Amperity's proprietary subscription-based software solution set forth and described on the applicable Order Form. A detailed description of the subscription services offered by Amperity is attached hereto as Exhibit A. For the avoidance of doubt, Customer shall only receive the Subscription Service ordered pursuant an Order Form.

1.16 Third-Party Applications means online, Web-based applications or services and offline software products or other data sources that are provided by third parties and interoperate with the Subscription Service.

1.17 Users mean individuals who are authorized by the Customer to use the Services, and, with respect to the Subscription Service, who have been supplied passwords by the Customer (or by Amperity at the Customer's request). Users consist of any employee of the Customer or its Affiliates and any independent contractor of the Customer or its Affiliates.

1.18 Work Product means any deliverables, content, reports, analyses or documentation developed by Amperity on behalf of Customer for Customer's specific and exclusive use and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 Services. Amperity shall provide the Customer with the specific Services specified on an Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of the Order Form. The Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Amperity regarding future functionality or features.

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Order Form, Amperity hereby grants to the Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set forth in Section 11.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by Customer and its Users and does not include the right to use the Subscription Service on behalf of any third party. The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Service. The Customer agrees: (a) that only authorized Users are permitted to use the Subscription Service; (b) that it is responsible for authorized Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service and the Documentation from unauthorized use and/or access.

2.3 Licensed Volume. The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use up to the number of Customer profiles, records, data sources, data feeds, destinations, compute hours, or other metric purchased by the Customer and set forth in the applicable Order Form (the "Volume Limitations"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay Amperity for the Customer profiles, records, data sources, data feeds, destinations, or other metric used in excess of such Volume Limitations at Amperity's then

current rates. The Customer may add licenses for additional features or increase Volume Limitations by executing a new Order Form at any time.

2.4 *Affiliates Not Under Direct Order Form*. Subject to the terms of the Order Form and this Agreement, the Customer may make the Services available to its Affiliates provided that: (a) all licensing restrictions are complied with in each instance by each such Affiliate, and (b) such Affiliates are bound by obligations as protective of Amperity as this Agreement for the benefit of Amperity. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates, except where the Affiliate has signed its own Order Form with Amperity for the Services pursuant to Section 2.5.

2.5 *Affiliates Under Direct Order Form*. In addition to Section 2.4, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms hereunder directly with Amperity. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two-party agreement between Amperity and such Affiliate. Each Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form signed by its Affiliate and Amperity shall look solely to the Affiliate executing such Order Form.

2.6 *Third-Party Applications*. The Subscription Service may interact with and access Customer and third-party applications and related information used by Customer in connection with the Subscription Service, including access to Customer Data and related sources. Customer shall make any such Third-Party Applications, data sources, Customer Data and information available to Amperity and the Subscription Service as necessary to use the Subscription Service as contemplated in this Agreement, including, without limitation, obtaining all required access and credentials. Customer shall be solely responsible for ensuring compliance with third-party terms of use, privacy policies and contractual obligations in making such Third-Party Applications, Customer Data and related sources, and other information available to Amperity.

3. FEES; PAYMENT TERMS

3.1 *Fees*. The Customer agrees to pay Amperity for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) days after receipt of Amperity's invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all overdue amounts not subject to a good faith dispute.

3.2 *Taxes*. Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to the net income of Amperity and any taxes or obligations imposed upon Amperity under federal, state and local wage laws.

4. CONFIDENTIALITY

4.1 *Confidential Information*. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit its personnel to disclose) any Confidential Information to any person or entity *except* to directors, officers, employees, outside consultants, or advisors (collectively

"Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than the terms of this Section 4. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another party without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own proprietary information of a similar nature and sensitivity, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and Customer further agrees that it shall not use the Services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Services and will not publicly post any analysis or reviews of the Services without Amperity's prior written approval. A receiving Party shall, to the extent legally permissible, promptly notify the disclosing Party upon any request for disclosure of Confidential Information by a valid order of a court or other governmental body having jurisdiction and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights (at the disclosing Party's expense). In any event, the receiving Party shall make such disclosure only to the extent required and shall use reasonable efforts to ensure that confidential treatment is afforded to any such Confidential Information so disclosed.

4.2 *Exclusions*. Information will not be deemed Confidential Information hereunder if such information: (a) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; (b) is known prior to receipt from the disclosing Party or becomes known thereafter, in each case on a non-confidential basis; or (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

4.3 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any disclosure or use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

4.4 *Prior Agreements*. This Section 4 supersedes all prior agreements, proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to each Party's obligations with respect to Confidential Information.

5. WARRANTIES

5.1 *Subscription Service Warranty*. Amperity warrants that during the term of any Order Form for the Subscription Service the Subscription Service will conform, in all material respects, with the Documentation. Amperity does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Amperity makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Amperity will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide Amperity with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer in accordance with the Order Form and this Agreement.

5.2 Professional Services Warranty. Amperity warrants that any Professional Services provided hereunder shall be provided in a competent and professional manner and in accordance with any specifications set forth in the Order Form in all material respects. Amperity further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, Amperity shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

5.3 No Other Warranty. AMPERITY DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AMPERITY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.

6. LIMITATION OF LIABILITY.

6.1 Consequential Damage Exclusion. Neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 Limitation of Liability. Except for a Party's willful misconduct or gross negligence or a breach of the obligations set forth in Section 9 hereof, the total cumulative liability of a Party to the other Party for any and all claims and damages arising under this Agreement, whether by statute, contract, tort or otherwise, will not exceed the fees paid or payable by Customer to Amperity under the Order Form for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Order Form reflects this allocation of risk and the limitation of liability specified herein.

7. TERM

7.1 Term. This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with Section 7.2 below. The term of each Order Form for the Services shall be set forth on the Order Form. Amperity reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Order Form upon providing the Customer with written notice thereof (which notice may be provided by e-mail) at least sixty (60) days prior to the then current renewal date of such Order Form.

7.2 Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other Party that is not cured within thirty (30) days of written notice from the other 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. Termination of any Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, provided that at such time there

are no Order Forms then currently outstanding and in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

7.3 Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Order Form, Amperity shall no longer provide the applicable Services to Customer, and Customer shall promptly cease and cause its Users to promptly cease using the Services. If the Order Form is terminated as a result of Amperity's material breach, then Customer shall be entitled to a refund of the pro rata portion of any prepaid fees pertaining to the remaining term of the relevant Order Form. If the Order Form is terminated for any reason other than as a result of Amperity's material breach, then Amperity shall be entitled to all of the Fees due under the applicable Order Form for the entire term of the relevant Order Form. Within thirty (30) days following termination, Customer may retrieve the Customer Data in accordance with established and reasonable system access procedures. After such period, Amperity shall have no further obligation to store or make available the Customer Data to Customer and will delete such Customer Data within thirty (30) days therefrom. Upon Customer's written request, Amperity will provide Customer with a copy of Amperity's attestation of Customer Data deletion.

8. OWNERSHIP; USE OF DATA; OBLIGATIONS

8.1 Subscription Service. The Customer acknowledges and agrees that as between Amperity and the Customer, all right, title and interest in and to the Subscription Service (excluding any Customer Data) and including all modifications and configurations, all Amperity Data and all of Amperity's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by Amperity in providing the Subscription Service and all derivatives thereof are and shall remain Amperity's or its licensors'. The Amperity name, all Amperity logos, and the product names associated with the Subscription Service are trademarks of Amperity or third parties, and no right or license is granted to use them. The Customer shall not remove any Amperity trademark or logo from the Subscription Service. During the term of this Agreement, Amperity grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 11.2), royalty-free right to use, display, transmit, and distribute the Amperity Data solely in connection with the Customer's permitted use of the Subscription Service. Amperity will have the right to generate Aggregate Data, and the parties agree that Amperity may use Aggregate Data in order to improve the Services during or after the term of this Agreement. Amperity will not distribute Aggregate Data in a manner that personally identifies Customer, customers of Customer or its Users or sell Aggregate Data to any third party. For purposes of the foregoing, "Aggregate Data" means (a) data generated by aggregating Customer Data with other data so that the results are not personally identifiable with respect to Customer, customers of Customer or Users, and (b) any anonymous data and learnings regarding use of the Service. In the event Customer provides Amperity with Feedback, Customer hereby grants to Amperity an irrevocable, fully-paid up, non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Feedback in any medium or format, whether now known or later developed.

8.2 Customer Data. The Customer retains ownership of all right, title and interest in and to all Customer Data. During the term of this Agreement, the Customer hereby grants to Amperity a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 11.2), royalty-free right to use, display, transmit, and distribute the Customer Data solely as necessary to provide the Services to the Customer. Upon termination of the Subscription Service, Amperity shall make such Customer Data available to the Customer in a mutually agreed upon format.

8.3 Customer Obligations. The Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Without Amperity's express prior written consent in each instance, the Customer shall not (and shall not allow any User or third party to): (a) send or transmit to Amperity any Customer Data that includes raw credit or bank card information pertaining to any of Customer's customers or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Customer shall not (and shall not allow any User or third party to) copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Subscription Service to any third party. Neither the Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; (e) violate any applicable law or regulation; (f) review the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living for the purpose of determining the eligibility of a consumer for credit or employment purposes. Customer understands and acknowledges that Amperity does not prepare credit reports as defined by the Fair Credit Reporting Act and is not a credit reporting agency.

8.4 Work Product. The parties agree that unless otherwise expressly set forth in an Order Form, Customer will have a non-exclusive, non-transferable (except as set forth in Section 11.2) license to use any Work Product developed by Amperity in the performance of any Professional Services and delivered to Customer solely for Customer's internal use in connection with its use of the Subscription Service. Amperity retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Amperity in the performance of this Agreement.

9. INDEMNIFICATION

9.1 Amperity Indemnification. Subject to Section 9.3 below, Amperity will defend Customer and its officers, directors, employees and agents (collectively, the "Customer Indemnitees"), against any claim, demand, suit or proceeding made or brought against any of the Customer Indemnitees by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify the Customer Indemnitees from any damages (including reasonable attorney fees and costs) finally awarded against any of the Customer Indemnitees as a result of, or for amounts paid by under a court-approved settlement of, a Claim Against Customer. If a Claim Against Customer is brought or is likely, in Amperity's sole opinion, to be brought, Amperity will, at its option and expense: (a) obtain the right for Customer to continue using the Services; (b) replace or modify the affected Services so that they becomes non-infringing; or (c) upon notice to Customer, terminate this Agreement or Customer's use of the affected Services, provided that in the case of (c) Amperity promptly refunds to Customer the prorated portion of any unearned pre-paid annual subscription fees paid hereunder for the affected Services. Amperity's obligations in this Section 9.1 do not cover third party claims to the extent such claims arise from: (i) any products, services, technology, materials or data not created or provided by Amperity (including without limitation any Customer Data), (ii) any part

of the Services made in whole or in part in accordance to Customer specifications, (iii) any modifications made after delivery by Amperity, (iv) any combination with other products, processes or materials not provided by Amperity (where the alleged damages, costs or expenses arise from or relate to such combination), (v) where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Services is not strictly in accordance with this Agreement, any Order Form or any other Documentation.

9.2 Customer Indemnification. Subject to Section 9.3 below, Customer will defend Amperity and its officers, directors, employees and agents (collectively, the "Amperity Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the Amperity Indemnitees by a third party: (a) alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party; (b) arising out of or attributable to the Customer's breach of Section 8.3 above; or (c) arising out of or attributable to Customer's misuse of the Services (each, a "Claim Against Amperity"). Customer will indemnify the Amperity Indemnitees from any damages, reasonable attorney fees and costs finally awarded against the Amperity Indemnitees as a result of, or for any amounts paid under a court-approved settlement of a Claim Against Amperity.

9.3 Indemnification Procedure. Each Party's obligation to indemnify the other party is conditioned on the Party seeking indemnification: (a) promptly notifying the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby; (b) allowing the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement, provided that the indemnifying Party shall not settle any claim that requires the indemnified Party to admit fault or subjects the indemnified Party to ongoing obligations without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed); and (c) giving the indemnifying Party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed.

9.4 Sole Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

10. INSURANCE

Amperity shall maintain in full force and effect during the term of any Order Form the following insurance: (a) Workers' compensation and employers' liability insurance with limits to conform with amounts required by applicable law; (b) Commercial general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, and products and completed operations coverage; (c) umbrella liability insurance in excess of the primary commercial general liability, automobile liability, and employers' liability policies with limits not less than two million dollars (\$2,000,000) per occurrence; and (d) Professional Liability (Errors and Omissions) and Cyber Insurance each with limits not less than five million dollars (\$5,000,000) annual aggregate for all claims each policy year. As evidence of insurance coverage, upon Customer's written request, Amperity shall deliver certificates of insurance issued by Amperity's insurance carrier showing such policies in force during the term of this Agreement.

11. GENERAL

11.1 Entire Agreement. This Agreement, including all exhibits, addenda, and any Order Forms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all

prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. This Agreement and any Order Form may only be amended by a written instrument that refers to this Agreement or the applicable Order Form and is duly signed by an authorized representative of each Party hereto. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the order is accepted by Amperity. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

11.2 Assignment. This Agreement shall be binding upon and for the benefit of Amperity, Customer, and their respective permitted successors and assigns. Either Party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Except as expressly stated herein, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Amperity may use independent contractors, subcontractors, or other third parties in connection with the provision of Services under this Agreement.

11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA without regard to its conflict of law provisions.

11.4 Disputes. Any disputes between the Parties arising out of this Agreement shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within fifteen (15) days, either Party may make a written demand for mediation. Within fifteen (15) days after such written demand, the Parties shall meet for one day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled in the federal and state courts sitting in Seattle, Washington will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either Party may seek injunctive relief in any court of competent jurisdiction.

11.5 Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

11.6 Relationship of the Parties. The relationship between Amperity and Customer is that of an independent contractor, and nothing in this Agreement shall be construed as making the Parties hereto partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

11.7 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, governmental acts or orders or restrictions, failure of suppliers, or any

other reason where failure to perform is beyond the reasonable control of the non-performing Party.

11.8 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered personally to the Party to whom the same is directed; (b) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt; or (c) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party as set forth below. Either Party may change its address by giving written notice of such change to the other Party.

If to Amperity:
Amperity, Inc.
701 5th Avenue, Suite 2600
Seattle, WA 98104
Attn: Legal

If to Customer:
[Customer Notice Address]

11.9 Modifications to Subscription Service. Amperity may make modifications to the Subscription Service or particular components of the Subscription Service from time to time, provided that such modifications do not materially degrade any functionality of the Subscription Service.

11.10 Publicity. Customer hereby grants Amperity a non-exclusive license solely during the term of this Agreement to use Customer's name and display Customer's logo in Amperity's customer lists and in the customer section of Amperity's website.

11.11 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

11.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

11.13 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

Amperity and Customer have caused this Agreement to be executed as a document under seal by their respective duly authorized representatives as of the Effective Date.

Amperity, Inc.

[CUSTOMER]

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A
AMPERITY SUBSCRIPTION SERVICE OFFERINGS

This is a comprehensive list of subscription services offered by Amperity. The specific Subscription Services rendered to Customer will be as set forth in an Order Form signed by both Parties. Configurations to support optional features and functionality may require expanded scoping and be subject to additional Fees as set forth in an Order Form.

- A. AmpID:** Artificial Intelligence-powered identity resolution software service that ingests customer data across different data sources and resolves customer identities to create a customer identity graph linking disparate records of a customer together. This identity graph can be exported to other systems to support the creation of customer data assets and to enable other use cases.

<i>Standard Features and Functionality</i>	
Patented AI-Powered Identity Resolution	Patented software process resolves customer identities across disparate data sets that contain customer PII.
Individual Identity Graph	Identity graph that links unique Amperity ID to the list of disparate records associated with a customer.
Explore Amperity ID	Visual user interface enables an understanding of how disparate customer records relate to each customer.
<i>Optional Features and Functionality</i>	
Household ID Graph	A household graph associates multiple Amperity IDs to a household group defined by a common attribute (e.g. same physical address)
Non-PII Data Customer Profile Enrichment	Leverage second-party and/or third-party data source(s) to enrich Customer Profiles with additional non-PII data. This process creates an association between the Amperity ID and the second/third-party ID associated with the customer. Customer is responsible for acquiring the appropriate rights or licenses to utilize second-party and/or third-party data. <i>Note: A “customer 360” with these additional attributes is not created as part of this process.</i>
Customer PII Data Hygiene Management	Leverage second-party and/or third-party data source(s) to append, update and/or validate customers’ PII data. Use cases may include email contactability verification, notice of change of address, address standardization. The Customer is responsible for acquiring the appropriate rights or licenses to utilize second-party and/or third-party data.
Anonymous-to-Known Linking by Matching Sparse Credit Card PII Data Against a Prospect Database	Match sparse PII data contained in a credit card transaction against a prospect database licensed from a second-party or third-party data provider to identify transacting customers with respect to whom the Customer does not currently have a first-party data record or are otherwise unknown to Customer.
Anonymous-to-Known Linking by Resolving Previously Anonymous Records Against Recent Self-Identification Events	Resolve identities of previously anonymous customer records stored in Amperity when identifying events occur (e.g. user authentication event).

- B. Amp 360:** A Customer 360 software service with customizable attributes that ingests customer data across different data sources, links and unifies these records to create a comprehensive 360-degree view of the customer.

<i>Standard Features and Functionality</i>	
Customer 360 Database	A database that unifies the disparate records of the customers into a single repository. A Customer Profile is created for each customer providing a 360-degree view of such customer that contains an optional list of automatically-generated best practice Customer Profile attributes and a list of custom Customer Profile attributes developed jointly with the Customer.
Multiple Custom Databases	The ability to create different databases containing different views of each customer to meet the needs of varied stakeholders and uses cases.
Segmentation	The ability to create end-customer segment lists based on profile segmentation criteria expressed in simple query language (SQL) statements or using the Visual Segment Editor.
<i>Optional Features and Functionality</i>	
Non-PII Data Customer Profile Enrichment	Leverage second-party and/or third-party data source(s) to enrich Customer Profiles with additional non-PII data. This process can also create an association between the Amperity ID and the second/third-party ID associated with the customer. The Customer is responsible for acquiring the appropriate rights or licenses to utilize second-party and/or third-party data. <i>Note: A “customer 360” with these additional attributes is not created as part of this process.</i>
ODBC/JDBC Database Connections	Access the Customer 360 data using software tools that support ODBC (Open Database Connectivity) and/or JDBC (Java Database Connectivity) database connections.

- C. **Amp IQ:** A customer intelligence portal that guides teams towards opportunities and next-best actions, helping organizations power and measure personalization at scale.

<i>Standard Features and Functionality</i>	
Metrics and KPIs	A central dashboard for customer-centric metrics that proactively highlights shifts in customer economic drivers and supports customer opportunity identification.
Customer Insights	For all or any set of customers and segments, immediately uncover their brand, channel, and product behaviors and preferences and revenue potential.
Predictions and Segments	OOTB predictive models, segments, including predictive CLV, churn propensity and more. Ability to create your own custom segments with visual audience editor.
Campaigns and Measurement	Automatic test versus control creation and connection to third party execution tools with ability to directly attribute campaign performance to actual transactions and revenue for your business. See the lift of a digital campaign for campaign-level optimization and monitor improvements in customer health metrics to assess overall brand and marketing efficacy.

- D. **DataGrid:** The connected customer data infrastructure that powers all three products in Amperity’s comprehensive enterprise customer data platform described above (AmpID, Amp360, and AmpIQ) and connects Amperity to its rich partner ecosystem.

<i>Standard Features and Functionality</i>	
Ultra-modern Infrastructure	Centralized storage for any contracted scale of structured and semi-structured data and multi-cluster compute for running multiple concurrent workloads.
Fast, Flexible Data Ingestion	Connections to the required data sources, establishment of scheduled and automated data pulls, option to add new sources at any time. A list of current supported integrations can be found here: https://amperity.com/what-we-do/integrations
Stable Amperity ID	A stable unique Amperity identification number assigned to each end-customer. Changes to each individual Customer Profile based on new customer records are aggregated and tracked over time.
Data Discovery and Transformation Tooling	Self-serve data model tooling, data explorer and dictionary, SQL database querying.
Enterprise Data Change Management	First-class multi-environment (sandbox), detailed change log, recoverability, SLA and job monitoring, and exception handling.
Security and Privacy	SOC2 certification, PII obfuscation by user, first-class support for GDPR and CCPA, SSO integration, and multi-factor authentication support.
Outbound Connectors	The ability to send data to any system that can ingest a file. A list of current supported integrations can be found here: https://amperity.com/what-we-do/integrations
<i>Optional Features and Functionality</i>	
Customized Compliance Solution	Customized solutions for compliance with applicable privacy laws, including GDPR and CCPA, based on the Customer’s specific requirements and preferences.
Custom Connectors	The ability to create custom data ingestion integration(s) and/or outbound data integration(s) based on the Customer’s specific requirements and preferences.