

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”), by and between Perceptyx (as defined below) and Customer (as defined below) (each a “**Party**,” and collectively the “**Parties**”).

1. **Definitions.** In this Agreement the following terms have the meanings indicated:

“**Affiliate(s)**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “control” means the ownership of more than fifty percent (50%) of the voting securities in such entity.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is aggregated and anonymized and cannot be reidentified. Aggregated Statistics will not include any personal data, nor identify Customer or its Confidential Information.

“**Confidential Information**” means information that is disclosed by a Party to the other Party whether furnished orally, in writing or gathered by inspection, and identified as “confidential” at the time of such disclosure or that the receiving Party knows or should have known is confidential or proprietary information.

“Confidential Information” will not include information that:

- (a) is publicly known or becomes publicly known through no fault of the receiving Party,
- (b) is disclosed by a third party entitled to disclose it,
- (c) is known by the receiving Party prior to disclosure by the other Party, or
- (d) is developed by or for the receiving Party without reference to or reliance upon information of the disclosing Party and is developed independently of information received from the disclosing Party.

“**Consumer Price Index**” means a measure of the average change over time in the prices paid by consumers for goods and services.

“**Customer**” means the purchasing entity identified in the Order Form. For the avoidance of doubt, Customer’s Affiliate may purchase Services subject to this Agreement, provided that Customer remains liable for all obligations under this Agreement.

“**Customer Data**” means any content, materials, data and information that Customer enters into the production system of a Software Services or that Customer derives from its use of and stores in the Software Services (e.g. Customer-specific reports). Customer Data and its derivatives will not include Perceptyx’s Confidential Information.

“**Description of Products**” means the description of certain products purchased by Customer pursuant to a fully executed Order Form.

“**Description of Services**” means the description of the Services purchased by Customer pursuant to a fully executed Order Form.

“**Documentation**” means the applicable Description of Product and/or Description of Services appended to or included in an Order Form.

“**Intellectual Property**” or “**Intellectual Property Rights**” means any and all current and future worldwide (a) rights associated with works of authorship, including copyrights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.

“**Order Form(s)**” means a document that sets forth the Services Customer is purchasing and references this Agreement.

“**Perceptyx**” means: (i) Perceptyx, Inc., a California corporation, if Customer’s contracting entity is located within North or South America, or (ii) Perceptyx BV, a Netherlands private limited company, if Customer’s contracting entity is located outside of North or South America.

“**Services**” means the Software Services (including Documentation), and Professional Services.

“**Professional Services**” means services such as implementation, training, customization, or other services that Perceptyx may perform as described in an Order Form.

“**Software Services**” means any solution hosted, supported, and licensed by Perceptyx as set forth in the applicable Order Form, including any related application programming interface (API).

“**Users**” means Customer’s or its Affiliates’ employees, consultants, contractors, and agents (i) for whom access to the Software Services during the term has been purchased pursuant to an Order Form, (ii) who are authorized by Customer or its Affiliates to access and use the Software Services, and (iii) who have been supplied user access credentials for such purpose by Customer or by Perceptyx at Customer’s request.

2. Order Forms

2.1. As part of this Agreement, the Parties will agree to and execute an Order Form. The Order Form will be incorporated herein and provide the specific details of the Services to be performed.

3. License Grants and Restrictions

3.1. Access and Use License. Perceptyx hereby grants to Customer or its Affiliate(s), as applicable, a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right to access and use the Software Services in accordance with the Documentation during the term and for the number of individuals identified on the applicable Order Form, for Customer’s internal business purposes only.

3.2. Restrictions. Customer will not and will not permit any User or third party to, directly or indirectly:

- (a) reverse engineer, decompile, disassemble, copy, translate or modify the Software Services;
- (b) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Software Services;
- (c) use the Software Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer;
- (d) use the Software Services for any purpose other than its intended purpose; or
- (e) knowingly interfere with or disrupt the integrity or performance of the Software Services.

3.3. Reservation of Rights. Except as expressly granted in the Agreement, there are no other licenses granted to Customer, express or implied. Perceptyx reserves all rights not expressly granted to Customer under this Agreement.

3.4. Suspension of Software Services. Notwithstanding anything to the contrary in this Agreement, Perceptyx may suspend Customer’s access to the Software Services if Perceptyx reasonably determines that (i) there is a threat to or attack on any of the Services; (ii) Customer’s use of the Services abuses, disrupts, or poses a security risk to the Services or to any other customer or vendor of Perceptyx; or (iii) Customer is in breach of its obligation to pay any fees due under the Agreement (collectively “Service Suspension”). Perceptyx will provide notice of a Service Suspension arising

under Section 3.4(i) or Section 3.4(ii) as soon as reasonably possible. Prior to Service Suspension pursuant to Section 3.4(iii), Perceptyx will provide Customer with notice of non-payment and the amount due. Unless the amount has been paid, Perceptyx reserves the right to proceed with the Service Suspension beginning fourteen (14) calendar days from such notice. Perceptyx will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

4. **Customer Obligations**

4.1. Software Services Access. Use of the Software Services is limited to the number of individuals stated in the applicable Order Form. Customer may provide access to the Software Services to Users and will ensure the confidentiality of all access credentials. Access credentials for the Software Services may not be used by more than one individual but may be transferred from one individual to another if the original User is no longer permitted to use the Software Services. Customer agrees to promptly notify Perceptyx of any unauthorized use of any access credentials or any other breach of security identified by Customer. Perceptyx reserves the right to charge Customer for any overages.

4.2. Customer Data. Customer is responsible for the accuracy of the Customer Data provided by Customer to Perceptyx and entered into the Software Services. Customer Data provided by Customer to Perceptyx will not violate any individual's rights, or contain any information regarding an individual's sexual orientation (without the individual's consent), financial or economic identity, religious beliefs, medical or physical identity, including any information comprised of either "Protected Health Information" subject to and defined by the Health Insurance Portability and Accountability Act, Social Security number, driver's license number or state-issued identification card number, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account. Customer agrees that it has obtained appropriate authorizations to share Customer employee contact information with Perceptyx prior to including it in Customer Data. Customer grants to Perceptyx (including Perceptyx's Affiliates and subcontractors) a nonexclusive, royalty-free right to process Customer Data solely to provide and support the Services.

4.3. Personal Data. Customer will collect and maintain all personal data provided to Perceptyx and contained in the Customer Data in compliance with applicable data privacy and protection laws, including obtaining all necessary consents.

4.4. Customer Representations to Customer Employees; Confidentiality of Customer Data. Customer agrees that survey data will remain deidentified and confidential to Customer unless Customer requests identification of survey data or Customer Data. Perceptyx will enable Customer to set a minimum "n" size to maintain confidentiality of Customer Data; however, Customer remains responsible for the "n" size. Perceptyx agrees to provide identified data to Customer at Customer's request. Customer remains fully responsible for all representations it makes to its employees with respect to Customer's use of the Services and of Customer Data, as well as for the use of the Services and of Customer Data.

4.5. Customer Cooperation; Professional Services. Customer agrees to cooperate reasonably and in good faith with Perceptyx in the performance of any Professional Services by, without limitation:

- (a) Assigning an internal project manager or other primary point of contact for each project and allocating sufficient resources to perform its obligations under the applicable Order Form;
- (b) Promptly responding to Perceptyx's requests and providing Customer deliverables, including accurate information, data, and Feedback as necessary to perform the Professional Services; and
- (c) Actively participating in scheduled meetings and performing other obligations as required by the applicable Order Form.

5. **Confidential Information**

5.1. Protection of Confidential Information. The receiving Party will protect all Confidential Information of the disclosing Party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to any person other than its personnel or representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this section. The obligations set forth in this section will survive expiration or termination of this Agreement and continue thereafter for three (3) years following expiration or termination, except for any Confidential Information which is a trade secret, for which the confidentiality obligations will continue until such Confidential Information is no longer a trade secret. If any judicial, legislative, or administrative body requests or threatens to compel disclosure of the disclosing Party's Confidential Information, the receiving Party will promptly notify the disclosing Party and reasonably cooperate with the disclosing Party to prevent disclosure.

5.2. Aggregated Statistics. Notwithstanding anything else in the Agreement or otherwise, Perceptyx may monitor Customer's use of the Services and gather Aggregated Statistics. Perceptyx may use Aggregated Statistics for the following purposes:

- (a) product improvement and development of new Perceptyx products and services,
- (b) internal demand planning,
- (c) improving resource allocation and support,
- (d) developing machine learning algorithms,
- (e) verification of security and data integrity, and
- (f) identification of industry trends and developments, creation of indices and anonymous benchmarking studies.

6. **Warranties**

6.1. Compliance with Law. Each Party warrants that (i) it is in compliance with and will continue to be in compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of Perceptyx, the operation of Perceptyx's business as it relates to the provision of Software Services, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Software Services.

6.2. Good Industry Practices. Perceptyx warrants that it will provide (i) the Software Services in substantial conformance with the Documentation; and (ii) the Professional Services with the degree of skill and care reasonably expected from a global supplier of services substantially similar to the nature and complexity of such services.

6.3. Professional Services Remedy. Customer's exclusive remedy and Perceptyx's entire liability for any breach of Section 6.2 will be to re-perform the deficient Services. If Perceptyx fails to re-perform or if re-performance is not commercially feasible in Perceptyx's reasonable opinion, either Party may terminate the Agreement and Perceptyx will return to Customer a pro-rata portion of any pre-paid fees based on the date Customer first provided notice of nonconformance.

6.4. Warranty Exclusions; Disclaimer. THE FOREGOING WARRANTIES WILL NOT APPLY IF: (I) THE SOFTWARE SERVICES ARE NOT USED IN ACCORDANCE WITH THE AGREEMENT OR DOCUMENTATION, OR (II) ANY NON-CONFORMITY IS CAUSED BY CUSTOMER, OR BY ANY PRODUCT OR SERVICE NOT PROVIDED BY PERCEPTYX. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6.3, CUSTOMER IS NOT ELIGIBLE FOR A

REFUND UNDER THIS SECTION 6 IF THE PARTICULAR PERCEPTYX SERVICE WAS PROVIDED AT NO FEE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, PERCEPTYX MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT, OR THAT THE OPERATION OF ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. PERCEPTYX IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, APPROPRIATENESS, OR LEGALITY OF DATA PROVIDED BY CUSTOMER OR A USER. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS OR ADVERTISING OF PERCEPTYX OR PRODUCT ROADMAPS IN EXECUTING THIS AGREEMENT OR IN OBTAINING SUBSCRIPTIONS FOR ANY SOFTWARE SERVICES.

7. Indemnification

7.1. Perceptyx Indemnification. Subject to sections 7.2 and 7.4, Perceptyx will indemnify and defend at its own expense any action against Customer and its Affiliates against any claims to the extent arising out of or resulting from any third-party claim or allegation that the Software Services infringes or misappropriates a patent claim, copyright, trade secret, or other Intellectual Property Rights. Perceptyx will indemnify Customer for any damages finally awarded against Customer and will pay the amount of any settlement Perceptyx enters into with respect to these claims.

7.2. Options. If a claim is made or is likely to be made, Perceptyx may, at its option and expense, either: (i) procure for Customer the right to continue to access and use the Software Services; (ii) replace or modify the Software Services so that it becomes non-infringing while preserving equivalent functionality; or (iii) if neither option (i) or (ii) is available on reasonable terms, terminate Customer's subscription for the Software Services concerned, and refund to Customer the unearned portion of any prepaid subscription license fees.

7.3. Exclusions. Perceptyx has no indemnification obligations for any claim based upon: (i) Customer's breach of its obligations under this Agreement (ii) Customer's failure to use or implement corrections or enhancements to the Software Services made available free of charge to Customer by Perceptyx (iii) any combination or use of any Software Services with products, service, or data not supplied or approved in writing by Perceptyx; (iv) any modification of the Software Services made pursuant to Customer specifications or any other modification not made by or on behalf of Perceptyx or its Affiliates.

7.4. Customer Indemnification. Customer will defend, indemnify, and hold harmless Perceptyx and its Affiliates and subcontractors against claims arising out of or related to (i) any third-party claim that Customer Data infringes or misappropriates any Intellectual Property Right or right of such third party, or (ii) any third-party claim arising from Customer's unauthorized use of Customer Data or Customer's failure to obtain necessary consents to use Customer Data in accordance with applicable law. Customer will indemnify Perceptyx for any damages finally awarded against Perceptyx and its Affiliates and subcontractors and will pay the amount of any settlement Customer enters into with respect to these claims.

7.5. Procedure. The Party against whom a third party claim is brought will notify the other Party promptly in writing, reasonably cooperate in defense or settlement negotiations at the indemnifying Party's expense, and give sole control of the defense and any related settlement negotiations (provided that the indemnifying Party will not enter into any settlement that imposes any financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought). The Party against whom the claim is brought may, at its own expense, engage separate counsel reasonably acceptable to the indemnifying Party to participate in the defense of the third-party claim.

7.6. Exclusive Remedy. THE FOREGOING STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND SUBCONTRACTORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO COVERED THIRD PARTY CLAIMS AND TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

8. **Limitation of Liability**

8.1. Limitation of Damages. EXCEPT WITH RESPECT TO BREACHES OF SECTION 5 (CONFIDENTIAL INFORMATION) OR SECTION 7 (INDEMNIFICATION) OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. Limitation of General Commercial Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTION 5 (CONFIDENTIAL INFORMATION), WHICH SHALL BE SUBJECT TO AN ENHANCED LIABILITY CAP IN ACCORDANCE WITH SECTION 8.3, BELOW, OR 7 (INDEMNIFICATION) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY CLAIMS, SUITS, LIABILITY OR DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT, IN THE AGGREGATE, IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PERCEPTYX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

8.3. Enhanced Liability Cap. IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY CLAIMS, SUITS, LIABILITY OR DAMAGES ARISING OUT OF OR BASED UPON VIOLATIONS OF SECTION 5 (CONFIDENTIALITY) OF THIS AGREEMENT IN THE AGGREGATE, IN EXCESS OF THREE (3) TIMES THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PERCEPTYX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

8.4. Risk Allocation. The Agreement allocates the risks between the Parties. The fees for the Services reflect this allocation of risk and limitations of liability.

9. **Payment Terms**

9.1. Invoices and Payments. All fees and payment terms (other than expenses) will be set forth in the applicable Order Form.

10. **Term and Termination**

10.1. Term. The term of the Agreement will commence upon the date indicated in the Order Form and continue until the expiration or termination of all service term(s) set forth in the Order Form(s) and any applicable Services, unless earlier terminated as provided herein.

10.2. Renewal of Order Forms. Unless otherwise stated in the applicable Order Form, the term(s) of the Order Form(s) will automatically renew for periods of one (1) year (each a "Renewal Term") unless one Party gives the other Party sixty (60) days' written notice of nonrenewal. Each Renewal Term may be subject to a price adjustment not to exceed the U.S. Consumer Price Index plus five percent (5%) unless otherwise stated in the applicable Order Form.

10.3. Termination. A Party may terminate the Agreement and/or any Order Form upon written notice to the other Party:

- (a) in the event the other Party commits a material breach of any provision of the Agreement and does not remedy such breach within thirty (30) days after receipt of written notice;
- (b) immediately if the other Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches its confidentiality obligations under this Agreement.

10.4. Effect of Termination or Expiration. Upon termination or expiration of the Agreement or any Order Form:

- (a) Customer's right to use the Services will terminate immediately;
- (b) Each Party will return or destroy the other Party's Confidential Information and Intellectual Property in its possession; and
- (c) Perceptyx will, at Customer's request, either (i) provide Customer Data to Customer in a mutually agreeable format, or (ii) destroy Customer Data.
- (d) Upon termination for cause by Customer, Perceptyx will refund Customer any prepaid fees for the remainder of the applicable annual period after the effective termination date. Upon any termination for cause by Perceptyx, Customer will pay any unpaid fees covering the remainder of the applicable annual period of all Order Forms after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to Perceptyx for the period prior to the effective date of termination.

11. **Ownership**

11.1. Perceptyx Ownership. Except as expressly set forth in this Agreement, Perceptyx, Perceptyx Affiliates or licensors own all Intellectual Property Rights in and related to (i) the Services, including all software, improvements, enhancements modifications, or proprietary methodologies thereto, (ii) any software, applications, inventions, methodologies or other technology developed as part of any Professional Services (as set forth in an Order Form mutually executed by both parties hereto that references this Agreement) or support, and (iii) all Intellectual Property Rights related to all of the foregoing. This Agreement does not grant Customer (i) any rights to the Intellectual Property Rights in the Services or (ii) any rights to use the Perceptyx trademarks, logos, domain names, or other brand features. Customer hereby assigns and agrees to assign to Perceptyx all right, title and interest in and to such Services, including without limitation all the Intellectual Property Rights therein, without the necessity of any further consideration.

11.2. Customer Ownership. Customer retains all rights in and related to its own Intellectual Property existing prior to this Agreement, any Intellectual Property it creates unrelated to this Agreement, and to the Customer Data and deliverables created exclusively for Customer as identified in the applicable Order Form. Perceptyx may use Customer-provided trademarks solely to provide and support the Software Services and not for marketing purposes. This Agreement does not grant Perceptyx any rights to Customer Data or the Intellectual Property Rights embodied in Customer Data except for the limited rights expressly set forth in this Agreement.

11.3. Feedback. Notwithstanding anything to the contrary, if Customer or any of its employees or contractors provide Perceptyx with any ideas, suggestion(s), enhancement requests, feedback and/or recommendation(s) regarding the Services, including without limitation, new and/or improved features or functionality relating thereto ("Feedback"), Perceptyx is free to use and disclose such Feedback without any obligation to Customer or such employees or contractors and to incorporate into any existing or future products or features, solely to the extent such Feedback does not contain Customer Confidential Information.

12. **Miscellaneous**

12.1. Independent Contractors. The Parties are independent contractors. This Agreement does not create any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party.

12.2. Publicity; Marketing Use. Customer consents to Perceptyx referencing Customer's name and logo in marketing materials, including on Perceptyx's website and in general promotional content, in accordance with customary marketing practices. For any materials that include a direct quote, case study, or detailed customer story, Perceptyx will provide Customer with a draft for review prior to publication, and Customer will not unreasonably withhold or delay approval.

12.3. Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months following the termination or expiration thereof, the Parties agree that they will not, without the prior written consent of the other Party, directly solicit for employment any of the other Party's personnel who have been involved in the direct provision of Software Services under the applicable Order Form. The foregoing will not preclude or limit either Party's ability to conduct a general, good faith, solicitation for employment on a national or regional basis that does not individually target such personnel, or to hire such personnel who apply for a position as a result of a general solicitation.

12.4. No Waiver. No delay or omission by either Party in exercising any right under this Agreement will be construed as a waiver of that right. Even if either Party waives a breach or default under this Agreement, that Party is not deemed to have waived any later or similar breach or default. No waiver will be effective unless in writing and signed by the Party waiving the right.

12.5. Compliance with Laws. Each Party will comply with all applicable federal, state, local and foreign laws, regulations and rules in the performance of its obligations under this Agreement, including but not limited to laws and regulations relating to privacy and export control. Neither Party will use the Services for any unlawful purpose. Notwithstanding anything to the contrary, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Perceptyx are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.6. Governing Law. This Agreement, and any issues arising under or in any way relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of law principles.

12.7. Notices.

(a) All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each a "Notice") must be in writing and sent to:

(i) Perceptyx: 28765 Single Oak Drive, Suite 250

Temecula, California 92590
legal@perceptyx.com

- (ii) Customer: Contact specified in the most recent Order Form.
 - (b) All Notices must be delivered by personal delivery, email or certified or registered mail (in the latter case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party (or upon delivery, if by email); and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- 12.8. Assignment; Delegation. Neither Party has the right, without the prior written consent of the other Party, to assign or transfer this Agreement except in the case of merger, reorganization, change of control, consolidation, or sale of all or substantially all the Party's assets.
- 12.9. Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any interruption of performance due to any act of God, terrorism, war, insurrection, riot, or other labor or civil disturbance, interruption of power service, interruption of communications services, epidemic, act of any other person not under the control or direction of either Party, or other similar cause beyond such Party's reasonable control. In the event of a force majeure event lasting thirty (30) or more days, then either Party may thereafter terminate this Agreement, in which event Customer will remain liable for Software Services received through the effective date of termination and be provided a refund by Perceptyx of the prepaid, unused fees paid for the terminated Software Services for the period following the effective date of termination with no further liability by Customer.
- 12.10. No Third-Party Beneficiaries. Nothing in this Agreement is to be deemed to create any right or benefit in any person not a party to the Agreement, including under the Contracts (Rights of Third Parties) Act 1999.
- 12.11. Insurance. Each Party will maintain insurance in amounts commensurate with their respective industries from established and reputable insurers.
- 12.12. Section Headings. The section headings in this Agreement are for reference only, and do not form part of this Agreement.
- 12.13. Construction; Severability. This Agreement is not to be more strongly construed against either Party, regardless of who is more responsible for its preparation. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this Order Form will control. If any provision of this Agreement is held to be unenforceable, unlawful, or invalid in any respect, then that provision will not invalidate any of the remaining provisions of this Agreement.
- 12.14. Data Processing Addendum. If Perceptyx is processing personal data subject to data processing regulations on behalf of Customer, the Data Processing Addendum attached herein as Exhibit A will govern the processing of such personal data.
- 12.15. AI Services Addendum. If Perceptyx provides Services using artificial intelligence, the AI Services Addendum attached herein as Exhibit B will govern the use of such artificial intelligence.
- 12.16. Entire Agreement; Order of Precedence. This Agreement represents the complete agreement of the Parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written), as well as the terms of all existing or future purchase orders and acknowledgments unless signed by the Parties' authorized representatives. Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon either Party unless expressly set forth in a writing signed by authorized representatives of each Party.
- 12.17. Survival. The provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including, but not limited to, provisions concerning confidentiality, intellectual property rights, indemnification, limitation of liability, and governing law.

(Signatures on following page)

This Master Services Agreement is agreed to by authorized representatives of Perceptyx and Customer effective as of the Effective Date.

[Customer Entity Name]

Perceptyx

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

Data Processing Addendum

The data processing shall be governed by the terms of the Data Processing Addendum located at <https://go.perceptyx.com/dataprocessing>.

Exhibit B

AI Services Addendum

Artificial intelligence features shall be governed by the terms of the AI Services Addendum located at <https://customer.perceptyx.com/aiaddendum>