

Craft Machine Data Supply Agreement

This Data Supply Agreement (the “**Agreement**”) is entered into the date set forth in the Purchase Order (the “**Effective Date**”), and memorializes the understanding between Craft Machine US Inc. (“**Craft**” or “Vendor”), with offices at 2055 Lombard Street #470010, San Francisco, CA 94123, and the Ordering Activity under GSA Schedule contracts identified in the Order (“**Company**” or “_____”), each a “**Party**”, regarding Company’s use of the Craft technology made available to Company (the “**Service**”), and the data accessed or transmitted through the Service (the “**Data**”) as listed on **Exhibit A**.

1. Use of Service; Intellectual Property

a. **Data.** Subject to the terms of this Agreement, Craft hereby grants Company a non-exclusive, revocable, non-sublicensable, non-transferable, worldwide and royalty-free license to use the (i) Service for purposes of ingesting Data and (ii) Data, solely for Company’s internal business purposes as set forth in Exhibit A.

b. **Restrictions.** Company will not use the Data or Service for any purpose that violates any law or regulation, or is harmful to Craft, Craft’s service providers, suppliers, end users or any other person, or disclose the Data to any third party. Company will not reverse engineer, copy, rent, lease, sell, transfer, assign, sublicense, disassemble, translate, decompile, modify or alter any part of the Service. If the Company is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and the terms of this Agreement.

c. **Reservation of Rights.** Except for the licenses granted hereunder, Craft retains all right, title and interest in and to the Service and Data.

d. **U.S. Government Rights.** The Service and Data are “commercial items” as that term is defined at FAR 2.101. If Company is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Craft provides the Service and Data, including any related documentation, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.72023 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.2277015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Craft to determine if there are acceptable

terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. The terms of this Section regarding U.S. Government Rights is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. All other use is prohibited.

2. Data Protection Requirements and Controller Status

a. Data Controllers. To the extent the Data consists of European Union personal data, each party is a data controller under the GDPR with respect to such Data. The parties acknowledge and agree that each is acting independently as a data controller with respect to personal data and the parties are not joint controllers as defined in the GDPR. Company expressly agrees that its actions as a controller are subject to the restrictions of this Agreement.

b. Compliance and Cooperation. Each party will comply with the GDPR Data Protection Requirements and all other applicable data privacy laws and regulations (“Data Protection Requirements”), and will reasonably cooperate with the other party to enable the exercise of individuals’ personal data protection rights as set forth in the Data Protection Requirements. Such cooperation shall include, without limitation, responding to inquiries from data protection authorities and individuals, and promptly communicating such inquiries to the other party when the other party may reasonably be anticipated to be affected.

c. Standards for Data Export. Where the transfer of Data to Company results in a transfer of EU personal data to a jurisdiction other than a jurisdiction in the EU, the EEA, the UK, or the European Commission-approved countries providing ‘adequate’ data protection, Company agrees it will provide at least the same level of privacy protection for EU personal data as required under the EU-U.S. Data Privacy Framework (DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, or will execute with Craft a controller-controller agreement for the export of personal data from the EEA or the UK in a form consistent with the Model Clauses and this Agreement.

3. Fees. The fees for the Data are set forth in the GSA Schedule Pricelist (the “Fees”). Vendor shall state separately on invoices taxes excluded from the fees, and the Company agrees either to pay the amount of the taxes (based on the sales price) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Should any payment due hereunder be received by Craft after its due date, the Company shall pay a late payment penalty equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

4. Representations and Warranties; Disclaimer. CRAFT WARRANTS THAT THE SERVICE AND DATA WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE AND DATA END USER DOCUMENTATION ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE

FOREGOING, THE SERVICE AND DATA ARE PROVIDED “AS IS” WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND CRAFT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, SECURITY, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUBSCRIPTION SERVICES AND SUBSCRIPTION DATA DO NOT CONSTITUTE INVESTMENT OR BUSINESS ADVICE. EXCEPT AS SET FORTH IN SECTION 6, COMPANY’S USE OF OR RELIANCE ON THE SERVICE AND DATA ARE AT ITS OWN DISCRETION AND RISK, AND COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF OR RELIANCE ON THE SERVICE OR DATA.

5. Confidentiality.

a. “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Craft’s Confidential Information will include the Data. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. **Protection.** The Receiving Party will use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care). The Receiving Party will (i) not use the Disclosing Party’s Confidential Information for any purpose outside the scope of, or as permitted by, this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party’s Confidential Information to those of its and its affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections consistent with those herein.

c. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Craft recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

6. Indemnity.

a. **Scope.** Craft will have the right to intervene to defend Company and its affiliates, officers, agents, employees, and suppliers, from and against any third party claims, suits, demands or proceeds (“Claims”) to the extent such Claims arise from or are related to Company’s use of the Data as authorized under this Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b. **Procedure.** Each party’s indemnification obligations are conditioned upon the party seeking indemnification (i) promptly notifying the indemnifying party in writing of the claim; (ii) granting the indemnifying party sole control of the defense and settlement of the claim (provided that any settlement imposing a material obligation on the indemnified party shall be subject to the indemnified party’s prior written consent, not to be unreasonably withheld); and (iii) providing the indemnifying party, at the indemnifying party’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

7. Limitation of Liability. IN NO EVENT WILL CRAFT OR ANY OF ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR COMPANY’S USE OF THE SERVICE OR DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CRAFT’S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO COMPANY WILL NOT EXCEED THE FEES PAID BY COMPANY TO CRAFT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE FROM (I) BREACH OF CONTRACT, (II) BREACH OF WARRANTY, (III) NEGLIGENCE, OR (IV) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM CRAFT’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. Term; Termination

a. **Term.** This Agreement will commence on the Effective Date and last for twelve (12) months (the “**Initial Term**”). Thereafter, this Agreement may be renewed for successive twelve-month terms (each, a “**Renewal Term**” and with the Initial Term, the “**Term**”) by executing a written order for the Renewal Term prior to expiration of the then-current Term.

b. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Craft shall proceed diligently with performance of this Agreement, pending

final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

c. **Effect of Termination.** Any termination of the Agreement will immediately terminate the licenses granted to Company hereunder. Upon termination, Company will promptly destroy all copies of the Data in Company's possession, cease use of the Service, and upon Craft's request, certify in writing to Craft that such actions have been taken. Sections 1.c, 2 (if Company retains any Data), 4, 5, 6, 7, 8.c, 10, and 11 will survive termination or expiration of the Agreement.

9. Intentionally Omitted.

10. **Feedback.** If Company provides any feedback or ideas ("**Feedback**") to Craft concerning the Service or Data, then Company hereby assigns all right, title and interest in and to such Feedback to Craft, and Craft may use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction. Craft acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

11. **Miscellaneous.** This Agreement is the entire understanding and agreement with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous representations, understandings, and agreements, whether oral or written, between the parties regarding same, all of which are merged in this Agreement. If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect. The parties each acknowledge that this Agreement was fully negotiated and, therefore, no provision of this Agreement will be interpreted against any party because such party or its legal representative drafted such provision. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right under this Agreement or any subsequent breach or default. Nothing in this Agreement creates and the parties do not intend to create, any partnership or joint venture between themselves. Company may not assign this Agreement without Craft's prior written consent. This Agreement will be binding upon and inure to the benefit of a party's successors and permitted assigns. The captions and headings in this Agreement are intended only for convenience and will in no event be construed to define, limit or describe the scope or intent of this Agreement or of any provision of this Agreement nor in any way affect the interpretation of this Agreement. This Agreement will be governed by the Federal laws of the United States, without reference to its conflict of law principles. This Agreement may be executed in counterparts with the same effect as if all signatories had signed the same document.

CRAFT MACHINE US INC.

Company Name

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

EXHIBIT A –Use Limitation

No Marketing Communications: Company expressly acknowledges and agrees that it will not, directly or indirectly, use the Data for marketing to, solicitation of, or other forms of commercial communication with any of the individuals to which the Data relates, and that such use is not within the license granted in the Agreement.