**Aisera, Inc.**

# Master Subscription Agreement

This agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_ by and between **Aisera**, Inc., a Delaware corporation, with offices at 1121 San Antonio road, suite c202, Palo alto, California 94303, (“We, Us, Our”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

With offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“You, Your”).

This agreement governs Your acquisition and use of Our services.

By executing an order form for use of Aisera products You agree to the terms of this agreement. You represent that you have the authority to bind Your company and its affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this agreement and may not use the services.

# DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Master Subscription Agreement.

“Content” means information obtained by Aisera from publicly available sources or third party content providers and made available to You through the Services or pursuant to an Order Form, as more fully described in the Documentation.

 “Non-AISERA Application” means a Web-based, mobile, offline or other software process or functionality that is provided by You or a third party and interoperates with a Service, including, for example, ServiceNow applications.

“Order Form” means an approved and signed Aisera Quote, purchase order or online order specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that You or Your Affiliate purchase under an Order Form.

“Services” means the products and services that are ordered by You under an Order Form, and made available online by Us, including associated Aisera offline or mobile components.

“Transactions” means service requests, conversations, tickets processed from any source.

“User” means, an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned). Users may include, for example, Consumers, Your employees, consultants, contractors, and third parties with which You transact business.

“We,” “Us” or “Our” means Aisera, Inc. (With whom You are contracting).

“You” or “Your” means, an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have entered into Order Forms.

“Your Data” means electronic data and information submitted by or for You to the Services, including Content.

# OUR RESPONSIBILITIES

* 1. **Provision of Purchased Services.** We will (a) make the Services available to You pursuant to this Agreement and any applicable Order Forms, (b) provide applicable AISERA standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Aisera Application, or denial of service attack.
	2. **Protection of Your Data.** We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation (Exhibit A). Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.
	3. **Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

# USE OF SERVICES AND CONTENT

* 1. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services are purchased as subscriptions, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying

subscriptions.

* 1. **Usage Limits.** Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Transactions, and the Service may not be accessed by more than that number of Transactions, and (b) a User’s password may not be shared with any other individual, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).
	2. **Your Responsibilities.** You will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Aisera Applications with which You use Services.
	3. **Usage Restrictions.** You will not (a) make any Service available to anyone other than Users, or use any Service for the benefit of, anyone other than You, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-Aisera Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Aisera Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (j) disassemble, reverse engineer, or decompile a Service or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.
	4. **Removal of Content and Non-Aisera Applications.** If We are required by a licensor to remove Content, or receive information that Content provided by You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-Aisera Application hosted on a Service by You may violate an applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-Aisera Application or modify the Non-Aisera Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-Aisera Application until the potential violation is resolved.

# NON-Aisera PROVIDERS

* 1. **Interoperation with Non-Aisera Applications.** The Services may contain features designed to interoperate with Non-Aisera Applications. To use such features, You may be required to obtain access to such Non-Aisera Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-AISERA Applications. We cannot guarantee the continued availability of such Service features and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-AISERA Application ceases to make the Non-AISERA Application available for interoperation with the corresponding Service features in a manner acceptable to Us.

# FEES AND PAYMENT FOR PURCHASED SERVICES

* 1. **Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased, (ii) payment obligations are non- cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
	2. **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. Services subscriptions shall be paid in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
	3. **Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).
	4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days’ prior notice that Your account is overdue, in accordance with Section 12.1 (Manner of Giving Notice) for billing notices, before suspending services to You.
	5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
	6. **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
	7. **Future Functionality.** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

# PROPRIETARY RIGHTS AND LICENSES

* 1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our Affiliates, Our licensors and Content Providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
	2. **Access to and Use of Content.** You have the right to access and to use the Aisera Application as described in applicable Order Forms, this Agreement and the Documentation.
	3. **License to Host Your Data and Applications.** You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term license to host, copy, display and use any Non-AISERA Applications and program code created by or for You using a Service or for use by You with the Services, and Your Data, each as reasonably necessary for Us to provide, and ensure proper operation of, our Services and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data, Non-AISERA Application or such program code.
	4. **License to Use Feedback.** You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates’ services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our or Our Affiliates’ services.
	5. **Federal Government End Use Provisions.** We provide the Services, including related software and technology, that may be delivered to a federal government end user, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

# CONFIDENTIALITY

* 1. **Definition of Confidential Information.** “Confidential Information” means all 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. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does 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.
	2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-AISERA Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.
	3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

# REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

* 1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
	2. **Our Warranties.** We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-AISERA Applications” section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in the “Termination” and “Payment upon Termination” sections below.
	3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

# MUTUAL INDEMNIFICATION

* 1. **Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You
1. promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under “AISERA Warranties” above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided by Us, if our Services or use thereof would not infringe without such combination; (3) a Claim Against You arises from Services under an Order Form for which there is no charge; (4) a Claim against You is based on traditional online storefront commerce functionality that is or was in general use in the industry; or (5) a Claim Against You arises from Content, a Non-AISERA Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.
	1. **Indemnification by You.** You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (a) any of Your Data or Your use of Your Data with our Services,
2. a Non-AISERA Application provided by You, or (c) the combination of a Non-AISERA Application provided by You and used with Our Services, infringes or misappropriates such third party’s intellectual property rights, or arising from Your use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a “Claim Against Us”), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.
	1. **Exclusive 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 9.

# LIMITATION OF LIABILITY

* 1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES’ PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE.
	2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

# TERM AND TERMINATION

* 1. **Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.
	2. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.
	3. **Renewal.** Upon the expiration of the original term or any renewal term in section 11.1 and section 11.2, this agreement shall be renewed automatically for succeeding terms of one (1) year unless either Party provides a written notice to the other Party at least ninety (90) days prior to the expiration of the original term or the renewal term, whichever is later.
	4. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
	5. **Payment upon Termination.** If this Agreement is terminated by Us in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.
	6. **Your Data Portability and Deletion.** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.
	7. **Surviving Provisions.** The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Payment upon Termination,” “Your Data Portability and Deletion,” “Removal of Content and Non-AISERA Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement.

# Notices, Governing Law and Courts.

# Notices should be addressed to:

Legal

Aisera, Inc

1121 San Antonio Road, Suite C202

# Palo Alto, CA 94303

# Governing Law: California

# Courts: Santa Clara County

* 1. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email and Billing related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.
	2. **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
	3. **No Agency.** For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other Aisera company. Subject to any permitted Assignment under Section 13.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

# GENERAL PROVISIONS

* 1. **Export Compliance.** The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
	2. **Anti-Corruption.** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@aisera.com
	3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.
	4. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
	5. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
	6. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
	7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
	8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
	9. **Reference** – You agree, at the request of Aisera, to be a reference for Aisera, to accept occasional reference calls, to allow Aisera to use Your Logo on Aisera marketing materials, to provide occasional testimonials and to lend their name for case study publications.

Agreed:

Signature

Printed Name/Title

Date

Company:

Accepted:

Signature

Printed Name/Title

Date

Company:

Aisera, Inc.

1211 San Antonio Rd, Suite C202

Palo Alto, CA 94303

Aisera Privacy Policy 

**1. Introduction**

Aisera provides an AISM & AIOPS Software as a Service (SaaS). At Aisera the privacy and security of the Users, its customers, and other service requestors (Requestors) are of paramount importance. Aisera is committed to protecting the data you share with us. This privacy policy explains how Aisera processes information that can be used to directly or indirectly identify an individual (“Personal Data”) collected through use of its platform.

For the purposes of this policy, Aisera defines the term “User” as an entity with which Aisera has an established relationship.

Any information stored on Aisera’s platform is treated as confidential. All information is stored securely and is accessed by authorized personnel only. Aisera implements and maintains appropriate technical, security and organizational measures to protect Personal Data against unauthorized or unlawful processing and use, and against accidental loss, destruction, damage, theft or disclosure.

**2. Collection and use**

**2.1. General**

The following sections cover the specifics of each of the two groups from which data is collected: Users and Requestors.

**2.2. Purpose of processing personal data**

Aisera uses the collected data to analyze and manage IT, HR, Sales and Customer Service Tickets (Service Tickets), Live chat/agent transactions, Knowledge and to provide automated responses to Requestors in answer to individual service requests. In addition, Aisera analyzes real-time and historical Service Tickets, conversations, knowledge using Artificial Intelligence to provide solutions to address new service requests and provide these answers to the Requestors.

**2.3. Sharing personal data**

Aisera does not retain nor share the analyzed data.

**2.4. Inquires**

If you wish to inquire about your Personal Data which data may have been analyzed in an Aisera application, we recommend that you contact your IT department.

**2.5 Users**

2.5.1. General

To provide services to its Users and Requestors, Aisera analyzes certain types of data generated from within User provided Customer service or Enterprise ticket systems and knowledge base. This section will describe how this data is collected and used by Aisera as well as geographical differences that effect this policy. All Data analyzed or used in an Aisera application such as texts, questions, contacts, media files, etc., remains the property of the User and if the data is inadvertently obtained by Aisera may not be shared with a third party without express consent from the User.

2.5.2 Collection of User data

During use of Aisera’s application, Users and/or Requestors do not provide any additional information except what is contained in the Service Ticket. The information analyzed is provided by the User and used by Aisera to identify the service request and details of the issue being reported. Aisera provides the Requestor with support, services, and knowledge obtained from real-time and historical User provided service tickets, information obtained from public and internal knowledge bases and provides to the Requestor the best available knowledge to address their issue.

2.5.3 Collection of Requestor data

It is the User’s responsibility to ensure that collection and processing of data is done in accordance with applicable law. Aisera will not process Personal Data for other purposes or by other means than instructed by its Users.

Requestor data includes only data provided by the User. Personal Data may include personal contact information such as name and email address. Information provided by Requestors to identify their service request needs may also include Personal Data.

For Users and/or Requestors in the EEA, the User will be the “controller”, as defined in the Directive and the GDPR. The purpose will consequently be defined by Aisera’s User.

If you or your organization are required under the European Union’s General Data Protection Regulation (GDPR) to enter into a contract, or other binding legal act under EU or Member State law, with your data processors, you must review and accept Aisera’s Data Processing Agreement in your Aisera account.

2.5.4. Geographical location

Thru use of data centers provided by Amazon Web Services, Aisera offers a number of data regions. An Aisera “Data Region” is a set of data centers located within a defined geographical area where User and Requestor data is stored. Personal Data is not transmitted between Data Regions. For Aisera Users with accounts located in Aisera’s European Data Region, all Personal Data is processed in the EEA. For Users with accounts in the Data Regions: United States of America (US) and Canada, all Personal Data is processed solely in the respective country. For Users with accounts in our Asia Pacific Data Region, all Personal Data is processed in Singapore.

2.5.4.1 Processing in the European Economic Area (EEA)

For Users with accounts located in Aisera’s European Data Region, all processing of Personal Data is performed in accordance with privacy rights and regulations following the EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (the Directive), and the implementations of the Directive in local legislation. From May 25th, 2018, the Directive and local legislation based on the Directive will be replaced by the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, known as the General Data Protection Regulation (GDPR), and Aisera’s processing will take place in accordance with the GDPR.

2.5.4.1.1 Controller

Aisera processes Personal Data both as a Processor and as a Controller, as defined in the Directive and the GDPR:

The Aisera entity with which you as a User entered an agreement when using Aisera’s platform, will be the Controller for User data, as outlined above in “Collection of User data” section.

For Requestor data, as outlined in the “Collection of Respondent data” section, the User will be the Controller in accordance with Directive and GDPR, and Aisera will be the Processor.

Aisera adheres to the Directive of 1995 and the GDPR from May 25th, 2018. Consequently, Aisera processes all data provided by its Users with accounts in its European Data Region, in the European Economic Area (EEA) only.

If collected, all data collected by Aisera Users will be stored exclusively in secure hosting facilities provided by Amazon Web Services. Aisera has a data processing agreement in place with its provider, ensuring compliance with the Directive. All hosting is performed in accordance with the highest security regulations. All transfers of data internally in the EEA is done in accordance with this data processing agreement.

2.5.4.2 Processing in the United States Of America (US)

For Users with accounts in the Aisera US Data Region, Aisera processes data solely in data centers located in the US. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the User’s data in Aisera’s possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User’s data.

Aisera’s contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Aisera’s policy is to protect and safeguard any personal information obtained by Aisera in accordance with United States state or federal laws governing the protection of personal information and data. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

2.5.4.3 Processing in Canada

For Users with accounts in the Aisera Canada Data Region, Aisera processes data solely in data centers located in Canada. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the Users data in Aisera’s possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User’s data.

Aisera’s contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Aisera’s policy is to protect and safeguard any personal information obtained by Aisera in accordance with Canadian laws governing the protection of personal information and data. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

2.5.4.4 Processing in other regions

For Users with accounts in our Asian Pacific Data Region, Aisera processes data solely in data centers located in Singapore. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the Users data in Aisera’s possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User’s data.

Aisera’s contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

**3. Retention and deletion**

Aisera will not retain data longer than is necessary to fulfill the purposes for which it was collected or as required by applicable laws or regulations. For Requestors data, Aisera’s Users have control of the purpose for collecting data, and the duration for which the Personal Data may be kept. For Requestor data, Users will have the responsibility to delete data when required. When a Users’ account is terminated or expired, all Personal Data collected through the platform will be deleted, as required by applicable law.

**4. Acceptance of these Conditions**

We assume that all Users of Aisera’s platform have carefully read this document and agree to its contents. If someone does not agree with this privacy policy, they should refrain from using our platform. We reserve the right to change our privacy policy as necessity dictates. Continued use of the Aisera platform after having been informed of any such changes to these conditions implies acceptance of the revised privacy policy. This privacy policy is an integral part of Aisera’s terms of use.

**5. Our Legal Obligation to Disclose Personal Information**

We will reveal a user’s personal information without his/her prior permission only when we have reason to believe that the disclosure of this information is required to establish the identity of, to contact or to initiate legal proceedings against a person or persons who are suspected of infringing rights or property belonging to Aisera or to others who could be harmed by the user’s activities or of persons who could (deliberately or otherwise) transgress upon these rights and property. We are permitted to disclose personal information when we have good reason to believe that this is legally required.

**6. Aisera’s Data Protection Officer**

Aisera has a “Data Protection Officer” who is responsible for matters relating to privacy and data protection. This Data Protection Officer can be reached at the following address:

Aisera, Inc.

Attn: Data Protection Officer

1121 San Antonio Rd., Suite C202

Palo Alto, CA 94303

dataprotectionofficer@aisera.com

**7. For Further Information**

If you have any further questions regarding the data Aisera collects, or how we use it, then please feel free to contact us by email at: Admin@Aisera.com, or in writing at:

Aisera, Inc.

ATTN: Legal

1121 San Antonio Rd., Suite C202

Palo Alto, CA 94303