

STARTREE MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into by and between StarTree and the purchaser or user of the StarTree Cloud Service that accepts the terms of this Agreement (“Customer”). “StarTree” means StarTree, Inc., located at 101 Front Street, Suite 204, Mountain View, CA 94041. “Your”, “You” and “Customer” are used interchangeably throughout the Agreement and have the same meaning. The effective date of this Agreement (“Effective Date”) is the earlier of the date that Customer accepts the terms of this Agreement or commences use of any of the StarTree products and services that are governed by this Agreement.

By entering into an Order referencing these terms with either StarTree or a StarTree-authorized reseller, creating a Cloud Service account, or by accessing or using the applicable StarTree product or Service, you are agreeing to and accepting the terms of this Agreement. If you are entering into this Agreement on behalf of an entity, then you represent and agree that you have the legal authority to bind that entity to this Agreement. If you do not accept the terms of this Agreement, then you cannot use the Cloud Service.

Notwithstanding the foregoing, if there is a written agreement between StarTree and Customer that addresses the subject matter covered by these terms, then such agreement shall govern rather than these terms.

1. STARTREE SERVICES

- 1.1 Provision of the Cloud Service. During the applicable Order term, StarTree will: (a) make the Cloud Service available to Customer for Customer to access and use the Cloud Service in accordance with the terms of this Agreement, the Order, and the Documentation; (b) provide purchased Support Services to Customer at the level subscribed to by the Customer; (c) provide the Cloud Service in accordance with the applicable Service Level Agreement; and (d) provide the Cloud Service in accordance with all laws applicable to StarTree’s provision of the Cloud Service generally.
- 1.2 Provision of StarTree BYOC. In addition to the terms of this Agreement, the Service Specific Terms attached hereto as Schedule 1 shall apply to Customer’s use of the StarTree BYOC product.
- 1.3 Provision of StarTree Software. In addition to the terms of this Agreement, the Service Specific Terms attached hereto as Schedule 2 shall apply to Customer’s use of the StarTree Software product.

2. CUSTOMER USE

- 2.1 Restrictions on Use. Customer shall not resell, sublicense, rent, lease or otherwise make the Cloud Service available to any third party, other than its Users. Customer shall not use the Cloud Service to threaten or violate the security or integrity of any network, computer, communications system, software application, or computing device. Customer shall not, or networks unless Customer has permission to make such connections and may not use manual or electronic means to avoid any use limitations placed on the Cloud Service, such as access and storage restrictions. StarTree may but has no obligation to (a) investigate any violation of this provision or misuse of the Cloud Service, or (b) remove any Content, or disable access to any resource, that violates this section 2.1, however StarTree will use reasonable efforts in the circumstances to provide Customer with prior notice and an opportunity to remedy such violation or threat.

2.2 Content Restrictions and Responsibilities. Customer shall not transmit Content that is illegal, fraudulent, infringing, or in violation of any individual's or privacy rights. Customer is solely responsible for (a) the legality of Content; (b) ensuring compliance with all laws applicable to the collection and provision of Content; (c) its Users' compliance with this Agreement, Orders and Documentation; and (d) its configuration and use of the Cloud Service, including compliance with its obligations under the Security Addendum.

3. **PRIVACY AND SECURITY**. Each party shall comply with its obligations under the Data Processing Addendum, which is hereby incorporated by reference. StarTree will use appropriate administrative, physical, and technical safeguards designed to prevent unauthorized access to, use or disclosure of Content, as more fully described in the Security Addendum. StarTree will not access any Content except to the extent necessary to provide the Cloud Service or Support Services, to enforce the provisions of this Agreement, or for a Permitted Disclosure (as defined in section 6.1).

4. **ORDERS, FEES AND RELATED**

4.1 Orders Generally. All Orders are subject to the terms of this Agreement and are not binding until accepted by StarTree. Orders created by Customer through the StarTree Cloud website are deemed accepted when StarTree provides access to the service environment selected by Customer. Payment obligations are non-cancelable and fees paid are non-refundable, except as expressly set forth in this Agreement.

4.2 Fees and Payment. Customer agrees to pay StarTree all fees specified in an Order, including all fees incurred for its usage of the Cloud Service. Unless agreed otherwise in a written Order between the parties. Unless otherwise specified in an Order Form, all amounts payable to StarTree under this Agreement will be due within thirty (30) days from the date of invoice.

4.3 Taxes. Customer will pay all applicable customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because of the transactions contemplated by this Agreement, excluding only taxes based on StarTree's net income. If Customer is compelled to make a deduction or set-off for any such taxes, Customer will pay StarTree such additional amounts as necessary to ensure receipt by StarTree of the full amount StarTree would have received but for the deduction.

4.4 Late Payments. Without limiting StarTree's rights or remedies, late payments may accrue interest at the rate of 1.5% of the outstanding balance per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Subject to section 4.5, if any charge is 30 days or more overdue, StarTree may, without limiting its other rights and remedies, serve written notice to Customer suspending Customer's access to the Cloud Service and/or Support Services until such amounts are paid in full. StarTree will not exercise its rights under this section if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.5 Marketplace Orders. For the avoidance of doubt, where Customer places an Order through a third-party Marketplace, Orders are subject to this Agreement and the applicable Marketplace Platform Provider's terms. Fees will be as specified in an Order and/or StarTree cloud user interface, as

applicable, and will be payable to the Marketplace Platform Provider.

- 4.6 Indirect Orders. For the avoidance of doubt, where Customer purchases the Cloud Service through a StarTree-authorized reseller, Customer's payment obligations are owed to the reseller for such purchase and different or additional terms as agreed between Customer and Reseller may apply.

5. INTELLECTUAL PROPERTY OWNERSHIP

- 5.1 StarTree Materials. StarTree or its licensors retain all rights, title and interest, in and to all intellectual property rights in the Cloud Service, including all related and underlying technology and Documentation, any other materials provided by StarTree relating to the Cloud Service, and any derivative works, changes, corrections, bug fixes, enhancements, updates, modifications, or improvements of any of the foregoing ("Modifications") (collectively, "StarTree Materials"). Except for the express limited rights set forth under this Agreement, no right, title or interest in any StarTree Materials is granted to Customer. Customer acknowledges that the licenses granted in this Agreement do not include the right to prepare any Modifications of the StarTree Materials. StarTree reserves all rights not expressly granted in this Agreement.
- 5.2 Content. Except for the limited rights granted under this Agreement, as between Customer and StarTree, Customer retains all rights, title and interest, including all intellectual property rights, in Content.
- 5.3 Feedback. Customer has no obligation to provide StarTree any suggestions, enhancement requests, recommendations, or other feedback regarding StarTree's products and services ("Feedback"). However, StarTree may use and include any Feedback that Customer provides regarding StarTree's products and services without restriction or payment.

6. CONFIDENTIALITY

- 6.1 Confidentiality Obligations. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which (a) is designated in writing as proprietary and/or confidential, if disclosed in writing, (b) if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (c) should reasonably be understood to be confidential by the recipient ("Confidential Information"). Notwithstanding any failure to so designate it, Confidential Information of StarTree includes the Cloud Service, the terms of this Agreement, and all Orders hereunder, and Content is Customer's Confidential Information. Each party shall (x) maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information and at least a reasonable degree of care; (y) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (z) not disclose Confidential Information to any party except to its and its Affiliate's employees, subcontractors, and agents as is reasonably required in connection with this Agreement, and who are subject to confidentiality obligations at least as protective as those set forth in this section. The foregoing obligations will not apply to Confidential Information of the other party which (i) is or becomes publicly known without breach of this Agreement; (ii) is discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) is otherwise known to the receiving party without confidentiality restrictions and through no wrongful

conduct of the receiving party. Receiving party may disclose Confidential Information to the extent required by law or court order if the receiving party provides prompt notice and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure ("Permitted Disclosure"); and provided that any information so disclosed retains its confidentiality protections for all other purposes.

- 6.2 Injunctive Relief. Any breach or threatened breach of this section 6 may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.

7. WARRANTIES AND DISCLAIMERS

- 7.1 Mutual Warranties. Each party represents and warrants to the other that it has full corporate right and authority to enter into and perform this Agreement.
- 7.2 StarTree Warranties. StarTree represents and warrants that (a) it shall perform Support Services in a professional manner, employing a standard of care, skill, and diligence consistent with industry standards, (b) the Cloud Service will perform in all material respects in accordance with the applicable Documentation and (c) StarTree will not materially decrease the overall security of the Cloud Service during the applicable Order term. StarTree's entire obligation and Customer's sole remedy for a breach of the foregoing warranties will be for StarTree to re-perform the Support Services in accordance with the requirements stated in the Support Services terms, or to correct any nonconformity in the Cloud Service, as applicable. The foregoing warranties will not apply unless StarTree is notified in writing of the applicable nonconformity within thirty (30) days of the date on which Customer first became aware of such applicable nonconformity.
- 7.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, STARTREE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CLOUD SERVICE, SUPPORT SERVICES OR ANY OTHER STARTREE MATERIALS OR SERVICES PROVIDED HEREUNDER. UNLESS CONTRARY TO APPLICABLE LAW, STARTREE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. STARTREE DOES NOT WARRANT THAT THE CLOUD SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. INDEMNIFICATION

- 8.1 By StarTree. StarTree will defend Customer from and against any claim, demand, or lawsuit brought against Customer by a third party alleging that the Cloud Service (the "StarTree Technology"), as made available to Customer by StarTree and used pursuant to this Agreement, infringes such third party's intellectual property rights, and StarTree will pay such damages and/or costs as are finally awarded against Customer or agreed to in settlement attributable to any such action, provided that Customer gives StarTree (a) notification in writing of any such action within sixty (60) days of Customer's receipt thereof; (b) sole control of the defense or settlement of such action (provided any settlement releases Customer from all liability); and (c) all reasonable information and

assistance. If the StarTree Technology becomes, or in the opinion of StarTree is likely to become, the subject of such an infringement claim, StarTree shall, at its option and expense, either: (i) procure for Customer the right to use the allegedly infringing element of the StarTree Technology, at no charge to Customer; (ii) replace or modify the StarTree Technology to make it non-infringing; or (iii) if neither (i) or (ii) are commercially available, terminate the applicable Order, and refund a pro rata portion of any fees pre-paid by Customer for the terminated Order. StarTree assumes no liability hereunder for any claim of infringement if such claim is based on: (a) Content, (b) use of software other than a current unaltered release of the StarTree Software, as provided by StarTree to Customer; (c) the use of the StarTree Technology, with non-StarTree programs or hardware, if the claim would not have arisen but for such use; (d) any alteration or modification of the StarTree Software, (e) open source software, or (f) use of the StarTree Technology other than in accordance with this Agreement. THIS SECTION SETS FORTH STARTREE'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

- 8.2 By Customer. Customer will defend StarTree from and against any claim, demand, or lawsuit brought against StarTree by a third party arising out of or relating to any Content, including any claim involving (a) Content transmitted in violation of the acceptable use and Content restrictions of this Agreement, or (b) alleged infringement or misappropriation of third-party rights by the Content and Customer will pay such damages or costs as are finally awarded against StarTree attributable to any such action, provided that StarTree gives Customer (i) prompt notification in writing of any such action; (ii) sole control of the defense or settlement of such action (provided any settlement releases StarTree from all liability); and (iii) all reasonable information and assistance, at Customer's expense.

9. LIMITATION OF LIABILITY

- 9.1 NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S (I) FRAUD OR WILLFUL MISCONDUCT, (II) LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW, OR (III) OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION).
- 9.2 EXCEPT AS SET FORTH IN SECTION 9.1, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES EXCEED THE TOTAL OWED BY CUSTOMER AND ITS AFFILIATES TO STARTREE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY REGARDLESS OF THE THEORY OF LIABILITY.
- 9.3 NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOSS OF BUSINESS, PROFITS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES REGARDLESS OF THE THEORY OF LIABILITY. THESE EXCLUSIONS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. TERM AND TERMINATION

- 10.1 Agreement Term. This Agreement commences on the Effective Date and will remain in effect until terminated as provided below.

10.2 Service Term. The Subscription Term for the Cloud Service shall be set out in the applicable Order.

10.3 Termination. Either party may terminate this Agreement or an Order upon written notice in the event the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice of such breach. Either party may also terminate this Agreement immediately if the other party (a) terminates or suspends its business; or (b) has wound up or liquidated, voluntarily or otherwise. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the date of termination.

10.4 Effect of Termination. Termination or expiry of an Order will not automatically result in termination of this Agreement. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement will survive termination. Upon termination of this Agreement, Customer will immediately cease use of and access any StarTree product or service subject to this Agreement. Customer is solely responsible for exporting Content from the Cloud Service prior to discontinuation or termination of its use of the Cloud Service. StarTree may immediately deactivate Customer's account and Customer shall remove any StarTree software from Customer's environment.

11. TRIAL USAGE. "Trial Usage" is a short-term evaluation of the Cloud Service that is (i) provided free of charge or discounted due to Customer receiving from StarTree one or more coupon codes or credits towards such usage, or (ii) pursuant to an Order that is specifically labeled "Proof of Concept." The terms of this section 11 govern Trial Usage and control over any conflicting provision of this Agreement; provided however that Trial Usage will be subject to all applicable provisions of this Agreement that are not in conflict with the provisions of this section 11. Trial Usage shall be limited to internal testing and evaluation purposes on a development or non-production cluster. Unless specifically stated otherwise in an Order, Trial Usage is provided: (a) without support; (b) "AS IS"; and (c) without indemnification, warranty, or condition of any kind. No service level commitment will apply to Trial Usage. Customer must not transmit production data or data regulated by law or regulation into the Cloud Service during Trial Usage. Certain features or functionality of the Cloud Service may not be available in Trial Usage.

12. GENERAL

12.1 Assignment. Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other party's prior written consent, except to an Affiliate or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported transfer, assignment or delegation without such prior written consent will be void. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

12.2 Delays. In the event that either party is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, acts or intervention of governmental authority, or any other cause beyond the reasonable control of the party invoking this section, and if such party used its commercially reasonable efforts to mitigate its effects, such party shall give

prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

- 12.3 Governing Law. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California. The parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 12.4 Export Compliance. StarTree Materials are subject to export control laws and regulations. Customer may not access or use the StarTree Materials or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the StarTree Materials nor any underlying information or technology may be accessed or used (a) by any individual or entity in any country to which the United States has embargoed goods; or (b) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.
- 12.5 Government End-Users. The Cloud Service and StarTree Materials are developed at private expense, and are licensed to the U.S. Government as "commercial items," "commercial computer software," "commercial computer documentation," and "technical data," as those terms are defined in 48 C.F.R. Ch 1 ("FAR") and 48 C.F.R. Ch. 2 ("DFARS"). Any use, modification or disclosure of the foregoing is subject solely to the terms of this Agreement and any other restrictions that generally apply to the Cloud Service and StarTree Materials.
- 12.6 Other. This Agreement, together with and inclusive of any referenced exhibits, addenda and any incorporated terms, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to its subject matter, and is not intended to confer upon any third-party any rights or remedies. Customer acknowledges that it has not relied on any representations other than those contained in this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall prevail. The terms of this Agreement will supersede any additional or conflicting term in any other purchasing-related document issued by Customer and relating to an Order. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it will be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. StarTree may use and display Customer's name and logo on the StarTree website and in StarTree marketing and sales materials for the Cloud Service. Nothing in this Agreement will be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect. StarTree will provide any required notice to Customer under this Agreement by sending the notice by email to the email address that Customer provides to StarTree for its account. To provide notice to StarTree under this Agreement, Customer must send the notice, expressly referencing this Agreement and section

with respect to which Customer is providing notice, by email to legal@startree.ai.

13. DEFINITIONS

- 13.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where "control" means direct or indirect ownership of more than 50% of the voting interests of the entity.
- 13.2 "Cloud Service" means the online, hosted and managed service for the processing of Content that StarTree makes available for Customer's use, as described in the Documentation.
- 13.3 "Content" means all data and information submitted to the Cloud Service by Customer or on Customer's behalf.
- 13.4 "Data Processing Addendum" means the agreement located at <https://startree.ai/legal/DPA> between StarTree and Customer.
- 13.5 "Documentation" means the published documentation describing the functionality of the Cloud Service or StarTree Software, as applicable, located at <https://dev.startree.ai/docs>.
- 13.6 "Marketplace" means the third-party platform through which Customer orders the Cloud Service or other services.
- 13.7 "Order" means (a) an ordering document for a Cloud Service, Support Services, and/or any professional and training services, agreed upon by the parties and referencing this Agreement, or (b) the Cloud Service(s) selected and activated by Customer via the StarTree Cloud website, including any selected Support Services.
- 13.8 "Platform Provider" means the Marketplace vendor with which Customer places the Order.
- 13.9 "Security Addendum" means the StarTree Cloud and BYOC Security Addendum located at <https://startree.ai/legal/security>.
- 13.10 "Service Level Agreement" means the uptime service level agreement located at <https://startree.ai/legal/SLA>.
- 13.11 "Support Services" means the applicable support services that Customer purchases for the Cloud Service or StarTree Software pursuant to the applicable Order, as more fully described in the Support Services Policy located at <https://startree.ai/legal/support>.
- 13.12 "User" means any person that Customer allows access to or use of the Cloud Service, and may include Customer's employees, contractors, service providers, and other third parties that use the Cloud Service in connection with Customer's own business operations.

Schedule 1
Service-Specific Terms - StarTree BYOC

This Schedule 1 contains service-specific terms that govern the use of StarTree BYOC and are in addition to the general terms set forth in the Agreement. In the event of a conflict between the Master Service Agreement and these Service-Specific Terms, the Service-Specific Terms will control with respect to Customer's use of StarTree BYOC only. Capitalized terms not defined in these Service-Specific Terms have the meaning set forth in the Master Service Agreement. Unless otherwise specified in this Schedule 1, references to the Cloud Service in the Master Service Agreement shall include StarTree BYOC.

- 1.1 License. Subject to the terms of this Agreement and applicable Order, StarTree grants Customer a limited, worldwide (subject to Customer's compliance with applicable laws and regulations) non-exclusive, non-sublicensable, non-transferable (except as otherwise provided herein) license during the specified license term in the applicable Order to install and use such any StarTree BYOC downloadable components solely for Customer's and its Affiliates' internal business operations. Customer shall not, and shall not permit or encourage any third party (including Users) to: (a) use StarTree BYOC to make available to a third party (except as permitted in this section) for training, software-as-a-service, time-sharing or service bureau use, or (b) disassemble, decompile or reverse engineer any portions of the StarTree BYOC components that are not provided in source code format, or otherwise attempt to gain access to the source code to such StarTree BYOC component (or the underlying ideas, algorithms, structure or organization of the object code in the StarTree BYOC component). The foregoing restriction is inapplicable only to the extent prohibited by applicable law.
- 1.2 Third Party Platforms. Use of Third-Party Platforms are subject to Customer's agreements with the relevant provider and not this Agreement. StarTree does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the BYOC Service or how the Third-Party Platforms or their providers use Content. By enabling a Third-Party Platform to interact with the BYOC Service, Customer authorizes StarTree to access and exchange Content with such Third-Party Platform on Customer's behalf. "Third-Party Platform" means any third-party platform, add-on, service, or product not provided by StarTree that Customer elects to integrate or enable for use with the BYOC Service.
- 1.3 Security. The DPA, BAA, and Data Security Addendum shall not apply to StarTree BYOC. StarTree will implement reasonable information security measures designed to protect Content in the BYOC Service from unauthorized access, use, or disclosure. StarTree will not access any Content except to the extent necessary to provide the BYOC Service or Support Services, or to enforce the provisions of this Agreement.

Schedule 2

Service-Specific Terms - StarTree Software

This Schedule 2 contains service-specific terms that govern the use of StarTree Software and are in addition to the general terms set forth in the Agreement. In the event of a conflict between the Master Service Agreement and these Service-Specific Terms, the Service-Specific Terms will control with respect to Customer's use of StarTree Software only. Capitalized terms not defined in these Service-Specific Terms have the meaning set forth in the Master Service Agreement. Unless otherwise specified in this Schedule 1, references to the Cloud Service in the Master Service Agreement shall also apply to StarTree Software.

- 1.1 License. Subject to the terms of this Agreement and applicable Order, StarTree grants Customer a limited, worldwide (subject to Customer's compliance with applicable laws and regulations) non-exclusive, non-sublicensable, non-transferable (except as otherwise provided herein) license during the specified license term in the applicable Order to install and use such StarTree Software solely for Customer's and its Affiliates' internal business operations. Customer shall not, and shall not permit or encourage any third party (including Users) to: (a) use the StarTree Software to make available to a third party (except as permitted in this section) for training, software-as-a-service, time-sharing or service bureau use, or (b) disassemble, decompile or reverse engineer any portions of the StarTree Software that are not provided in source code format, or otherwise attempt to gain access to the source code to such StarTree Software (or the underlying ideas, algorithms, structure or organization of the object code in the StarTree Software). The foregoing restriction is inapplicable only to the extent prohibited by applicable law.
- 1.1 Affiliates and Service Providers. Customer may permit its Affiliates to use StarTree Software purchased by Customer hereunder, provided that (i) Customer shall remain responsible for each such Affiliate's compliance with the terms of this Agreement, and (ii) any such use together with Customer's use must be, in the aggregate, within the limitations set forth in the applicable Order. Customer may permit its third-party service providers to install and use the StarTree Software to provide outsourced services to Customer, and Customer will be solely responsible for such service provider's compliance with this Agreement.
- 1.2 Certification; StarTree Audit Rights. Upon written request, Customer shall certify in writing its usage as set forth in each applicable Order. Such certification shall be signed by an officer of Customer. In addition, StarTree reserves the right, upon prior notice to Customer and during normal business hours, to audit Customer's usage of the StarTree Software and Customer's compliance with the terms of the applicable Order. If StarTree determines as a result of such audit that any fees are due from Customer to StarTree under the terms of this Agreement, Customer shall immediately pay such amounts due along with interest calculated as if such payments are Late Payments under section 4.4 of the Agreement.
- 1.3 Delivery of Materials. The StarTree Software, and any versions, updates or maintenance releases of any component thereof, will be delivered only through an electronic transfer. The parties shall reasonably cooperate to effectuate such delivery via FTP or other reasonable means.
- 1.4 Open Source Software. StarTree also makes available certain open source software. The open source software shall be subject to the applicable open source license and not this Agreement. To the extent the terms of licenses applicable to open source software prohibit any of the restrictions in this Agreement, such restrictions will not apply to such open source software. To the extent the terms of the licenses applicable

to open source software require StarTree to make an offer to provide source code or related information in connection with the open source software, such offer is made.

1.5 Security and Privacy. The DPA, BAA, and Data Security Addendum shall not apply to StarTree Software. Customer is wholly responsible for the configuration of its StarTree Software deployment including any security functionality or parameters associated therewith.