



Copado Solutions S.L.

**Unified Pilot Research Agreement**

<b>Customer Full Legal Name:</b>	
<b>Customer Address:</b>	

This Unified Pilot Research Agreement (“**Agreement**”) is between **Copado Solutions, S.L.**, a Spanish corporation with its principal place of business at Calle Valle De Toranzo, 1-B BJ C 28023, MADRID Spain. (“**Copado**”) and the party named above (“**Customer**”). This Agreement is effective as of the later of the dates beneath the parties’ signatures below (the “**Effective Date**”) and governs the Customer’s participation in all pilots testing and developing the Covered Services, as defined below.

**1. Definitions.**

“**Content**” means information obtained by COPADO from publicly available sources or its third party content providers and made available to Customer through the Covered Services, as may be more fully described in the Documentation.

“**Covered Services**” means, collectively, the Data Science Programs and the Non-GA Service.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Covered Services, excluding (i) Content, (ii) reports, data, assessments, analyses or compilations, collected by, derived from, created by or returned by the Covered Services, including any derivative works thereof, and (iii) Non-COPADO Applications.

“**Data Science Programs**” means those projects undertaken by COPADO, in which Customer shall allow COPADO to access and use Customer Data, for the purposes of (i) building, analyzing, reviewing, running, training, testing and improving algorithms and machine learning models to be used in GA Successor and Non-GA Services and (ii) performing analyses on the Customer Data.

“**Documentation**” means the applicable GA Service’s Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via <http://docs.copa.do> or login to the applicable Service.

“**GA Service**” means the products and services that are ordered by Customer under an Order Form (as defined in the MSA), governed by a separate Master Subscription Agreement (“MSA”) between COPADO and Customer and made available online by COPADO, including associated COPADO offline or mobile components, as described in the Documentation. “GA Services” exclude Non- GA Services, Content and Non-COPADO Applications.

“**GA Successor Service**” means any successor version of a Non-GA Service or a product or service derived from the Data Science Program that COPADO may make available as a GA Service.

“**Non-COPADO Application**” means a Web-based or offline software application that is provided by Customer or a third party and which may interoperate with the Covered Services, including, for example, an application that is developed by or for Customer, is listed on a marketplace. Non-COPADO Applications may also be referred to as Third Party Applications.

“**Non-GA Service**” means an application, feature, function or other technology that COPADO and/or its affiliate (i) has made available to Customer, (ii) has not made generally available to its customers, and (iii) has designated as pilot, beta, limited release, developer preview, or by description of similar import. Non-GA Service excludes Content and Non-COPADO Applications.

“**Users**” means individuals who are authorized by Customer to use the Covered Services, and have been supplied user identifications and passwords by Customer (or by COPADO at Customer’s request). Users may include but are not limited to employees, consultants, contractors and agents of Customer.

- 2. Use of Non-GA Service and Content.** COPADO shall make the Non-GA Service, and Content available to Customer, at no charge, subject to (i) the terms of this Agreement and (ii) the Documentation applicable to the Covered Services and the GA Services used in conjunction with the Covered Services. Customer shall allow only Users to access the Non-GA Service, and only for the purpose(s) described by COPADO. Non-GA Services are for evaluation purposes only, are not supported, and may be subject to additional terms as set forth in supplemental exhibits.
- 3. External-Facing Services.** To the extent applicable to the Covered Services, Customer will comply with, and be responsible for Users’ compliance with, COPADO’s External-Facing Services Policy at <http://www.copado.com/company/legal/>, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies on such websites.
- 4. Non-COPADO Applications and Content.** Access to and use of Content and Non-COPADO Applications shall be governed by the applicable sections of the Customer’s MSA for the corresponding GA Service and any applicable Documentation.

5. **License Granted by Customer.** The license to host, copy, transmit and display Customer Data and any Non-COPADO Applications set forth in the MSA governing the use of GA Services shall apply to Customer Data submitted for use with the Covered Services. COPADO represents and warrants that it has measures in place as described in the Documentation to prevent sharing of Customer Data with other customers, unless authorized to do so in writing by Customer. Customer further acknowledges, that use of Customer Data in the Data Sciences Program may involve copying Customer Data from the Covered Services to a third party hosting provider platform. With respect solely to the Data Sciences Program, Customer acknowledges that COPADO may access Customer Data submitted to the Covered Services in connection with the Data Sciences Program for the purpose of training and improving the Covered Services and any other of COPADO's current and future features, products and/or services. Customer unconditionally grants to COPADO a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, license to use Customer Data to perform and compile analyses of the Customer Data for use and incorporation into current and future products or services.
6. **Proprietary Rights.** Subject to the limited rights expressly granted under this Agreement, COPADO and its licensors reserve all rights, title and interest in and to the Covered Services (including reports, data, assessments, analyses or compilations of Customer Data, collected by, derived from, created by or returned by the Covered Services, including any derivative works thereof) and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Subject to the limited licenses granted herein, COPADO acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, Non-COPADO Applications or program code.
7. **Feedback and Training.** Customer agrees to provide ongoing feedback to COPADO regarding the Covered Services. COPADO shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Covered Services and GA Successor Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users, relating to the operation of the Covered Services and GA Successor Services for use by COPADO and users of its offerings. At COPADO's reasonable request, Users shall participate in training at no charge.
8. **Protection of Confidential Information.** Information that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Agreement that is identified as confidential or that would reasonably be understood to be confidential based on the nature of the information or the circumstances surrounding its disclosure, is Confidential Information of the Disclosing Party. The Covered Services and all information provided or disclosed to Customer relating to the Covered Services is Confidential Information of COPADO and the Customer Data is Confidential Information of the Customer. The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to 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, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' Users, and other 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 no less stringent than those herein. 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 is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. 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.
9. **Term.** This Agreement shall commence on the Effective Date and will remain in effect unless terminated in accordance with Section 10 (Termination and Notices). Notwithstanding the foregoing, Customer's right to use any particular Non-GA Service under this Agreement will commence on the date COPADO makes such Non-GA Service available to Customer, and will end on the earlier of (a) the date the applicable GA Successor Service becomes generally available, or (b) termination in accordance with Section 10 (Termination and Notices). As a result of the Customer's participation in Data Science Programs and the grants given by the Customer under this Agreement, COPADO may develop Non-GA Services or GA Services utilizing Customer Data which may be made available beyond the Term.
10. **Termination and Notices.** Either party may terminate this Agreement at any time without cause upon thirty (30) days' written notice to the other. Either party may terminate Customer's right to use any particular Covered Service by providing written notice (email acceptable) of such termination to the other party; the notifying party will endeavor to provide such notice thirty (30) days before the termination date. Notices to COPADO will be addressed to the attention of Sales Operations, with a copy to COPADO's General Counsel, at **Copado Solutions, S.L.**, a Spanish corporation with its principal place of business at Calle Valle De Toranzo, 1-B BJ C 28023, MADRID Spain or as updated by COPADO via written notice to Customer. Notices to Customer will be addressed to the system administrator designated by Customer. If requested by COPADO in connection with any such termination, Customer will cooperate reasonably with COPADO to disable the Non-GA Service.
11. **Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement and for use of the Covered Services in accordance with the terms of the MSA. For the avoidance of doubt the sections entitled "Customer Responsibilities" and "Usage Restrictions" in the MSA shall apply to the Covered Services.
12. Customer acknowledges and agrees that the Covered Services may operate from infrastructure owned and operated by third parties and Customer Data may be stored, hosted, accessed and otherwise used on third party platforms for the Covered Services.
13. **No Warranty.** THE COVERED SERVICES AND CONTENT ARE PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COPADO DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COPADO DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. The Covered Services may contain bugs or errors. Any participation in or use of the Covered Services or Content is at Customer's sole risk. Customer acknowledges that COPADO may discontinue the Covered Services at any time in its sole discretion, and may never make an applicable GA Successor Service available.

- 14. No Damages.** IN NO EVENT SHALL COPADO HAVE ANY LIABILITY HEREUNDER TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15. Relationship to Other Agreements.** Customer may be or become entitled to receive access to other COPADO services or the GA Successor Service under a separate agreement with COPADO. In such case, that separate agreement will govern Customer's access to the other COPADO services or the GA Successor Service, but will not govern Customer's access to the Covered Services or Content accessed via the Covered Services, except as otherwise noted in this Agreement.
- 16. Miscellaneous.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of COPADO (not to be unreasonably withheld). This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California to adjudicate any dispute arising out of or relating to this Agreement. There are no third-party beneficiaries under this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the change is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule or addendum to this Agreement, (2) the body of this Agreement and (3) the Documentation. This Agreement may be executed by facsimile and in counterparts.
- 17. Survival.** The following provisions: "Proprietary Rights," "Protection of Confidential Information," "Customer Responsibilities," "No Warranty," "No Damages," and "Relationship to Other Agreements" shall survive the termination of this agreement.

IN WITNESS WHEREOF, each party represents that its authorized signatories have duly executed this Agreement as of the Effective Date:

COPADO SOLUTIONS, S.L.

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_