



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into on the date of last signature below (the “Effective Date”) by and between Hound Technology, Inc., d/b/a Honeycomb, with a place of business at 548 Market Street #25362, San Francisco, CA 94104-54013 (“Honeycomb”), and the Customer listed below (“Customer”).

### 1. SERVICES

1.1 License. Subject to Customer’s compliance with the terms of this Agreement, Honeycomb hereby grants Customer a license to access and use the services stated in the Order Form (“Service”) during the Subscription Term, subject further to the license restrictions and license matrix stated in this Agreement.

1.2 Use of Service. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Honeycomb account. Customer is responsible and liable for any and all activities under its account. Accordingly, Customer is responsible for safeguarding the account access information, including any tokens Honeycomb provides to Customer that enables Customer to send data to the Service (“API Tokens”) and ensuring that only Customer’s authorized users who are at least 18 years old (“Users”) may access and use the Services. Customer will contact honeycomb at [support@honeycomb.io](mailto:support@honeycomb.io) if Customer becomes aware of any unauthorized use or access of the account.

1.3 Teams. The Service uses “Teams” to organize groups of users, grant them access to data, and create a shared work history. Once a user account is created, Customer may create one or more Teams. Every user associated with a Team has one of two roles: (i) “Team Owner”, which is the user responsible for administration of the applicable Team, including any payment obligations (if applicable), or (ii) “Team Member”, which is a user with the ability to access a Team. Customer is responsible for: (a) any decisions made by Customer to allow other users to access a Team and (b) all activity occurring under any Team for which Customer is a Team Owner.

1.4 Privacy Policy. Customer’s access and use of the Service is subject to Honeycomb’s privacy policy at [honeycomb.io/privacy](https://honeycomb.io/privacy), incorporated herein by reference. Honeycomb may store, process, and transmit Customer’s data on servers outside of the country where Customer is located.

1.5 Update and Suspension of Service. Honeycomb may update or suspend the Services by providing reasonable notice to Customer. Honeycomb may suspend a User’s access to the Services in order to prevent harm to Honeycomb or its customers or if Customer is in material breach of this Agreement. If Customer substantially exceeds the reasonable resource requirement (e.g. in storage, ingestion, or computing resources), then Honeycomb may limit or suspend the Service until the usage is within the more typical operating range.

1.6 Support. During the Subscription Term, Honeycomb will provide support for the Service pursuant to Exhibit A to this Agreement.

1.7 Trial Version. If stated in the Order Form, Customer may use the Service during the trial period stated in the Order Form for its internal evaluation purpose only. At the end of the Free Trial, Customer may elect to purchase a subscription plan to continue using the Services. Honeycomb may delete Customer’s data upon the expiration of the Free Trial.

1.8 Complimentary and Pre-Release Version. Honeycomb may elect to offer Customer certain complimentary proof-of-concept, onboarding, or other similar services (“Complimentary Services”) or access to certain “pre-release”, “experimental”, “beta” or other Service features prior to their full commercial release (“Pre-Release Features”), at Honeycomb’s sole option. Receipt and use of any Complimentary Services or Pre-Release Features may be conditioned on acceptance of additional terms and may be subject to confidentiality obligations.. The Complimentary Services and Pre-Release Features are provided AS-IS without any warranties and may contain errors, defects, or other inaccuracies. Honeycomb may change the features and functionalities at any time and may never release them in a commercial version of the Service. Customer may use the Complimentary Services and Pre-Release Features at its own risk.

1.9 Optional Features. The use of certain optional features of the Services (such as Honeycomb Intelligence) is subject to additional terms and conditions (the “Supplemental Terms”), attached hereto as Exhibit B.

## **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Honeycomb or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; remove any proprietary notices or labels, sell, resell, rent, copy or lease the Services or use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer (i) will use the Services only in compliance with Honeycomb’s specifications or instructions and all applicable laws and regulations, (ii) is solely responsible for the accuracy, quality, integrity and legality of Service Data (defined below). Without limiting the foregoing, Customer may not use the Services for any illegal activities, may not exploit the Services to access confidential information of any other person, may not impersonate another person or misrepresent Customer’s identity or the source of any content, may not upload to the Service any content that infringes the intellectual property rights or privacy rights, may not upload illegal content, or upload content that suggests Honeycomb’s sponsorship or endorsement of Customer or the content, Although Honeycomb has no obligation to monitor Customer’s use of the Services, Honeycomb may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Unless expressly stated in the Order Form, Customer will not provide to Honeycomb any personally identifiable information or any sensitive information (such as health data or financial data).

2.5 Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

## **3. CONFIDENTIALITY**

3.1 Either party may disclose business, technical or financial information relating to the disclosing party’s business (“Proprietary Information”). Honeycomb’s Proprietary Information includes this Agreement, non-public information regarding features, and the functionality and performance of the Service. Customer’s Proprietary Information includes (i) the data that Customer may submit and store within the Services, including electronic and machine data and other materials or information about Customer, its employees, products and services, customers, sales, accounting or financial results and records, and other business data, as applicable (collectively, the “Service Data”) and (ii) the queries, results, conclusions or other analytics derived from the Service Data by the Service and provided to Customer as output therefrom (collectively, the “Analysis Data” and together with Service Data, “Customer Data”).

3.2 The receiving party agrees: (i) to protect the Proprietary Information as it would with its own confidential information, but no less than reasonable standard and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The

foregoing obligation will apply until five (5) years following the date of initial disclosure. The information is no longer deemed Proprietary Information if it (a) has become generally available to the public or (b) was known by the receiving party without a breach of any confidentiality obligations prior to the date of initial disclosure. If the receiving party is required to disclose the Proprietary Information by law or through a court order, then the receiving party will notify the disclosing party as soon as reasonably practicable and allow the disclosing party to seek protective order against the Proprietary Information.

#### **4. PROPRIETARY RIGHTS**

4.1 Customer owns all right, title, and interest in and to the Customer Data. Any rights that Honeycomb may have obtained in the Analysis Data are hereby assigned to Customer. However, Honeycomb may refuse to accept or to transmit any Customer Data or delete any Customer Data from the Service at any time, if it determines in its sole discretion that the Customer Data is in violation of this Agreement or is otherwise inappropriate.

4.2 Honeycomb owns all right, title, and interest in and to (i) the Services, Software, and all improvements, enhancements and modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with implementation or support, and (iii) all intellectual property rights related to any of the foregoing. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.3 Customer hereby grants to Honeycomb a worldwide, fully paid-up, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, host, maintain, process, compile, translate, share, display, distribute, and perform the Customer Data (and data derived therefrom) for the purpose of providing and improving the Services (and related systems and technologies) to Customer. Accordingly, Honeycomb will be free (during and after the term hereof) to (i) use such Customer Data (and data derived therefrom) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Honeycomb offerings, (ii) collect and use aggregated, anonymized usage and performance statistics to measure the performance of the Services ("Service Analyses"), and (iii) disclose any of the foregoing, solely in aggregate or other de-identified form in connection with its business. Honeycomb will own all legal rights, title, and interest to Service Analyses. No rights or licenses are granted except as expressly set forth herein.

4.4 Customer hereby grants to Honeycomb a license to use Customer's trademarks for the purpose of identifying Customer as a Honeycomb customer. Honeycomb will make reasonable efforts to comply with Customer's trademark usage guidelines available to Honeycomb.

4.5 Customer is not obligated to provide any feedback, suggestions, or recommendations ("Feedback") to Honeycomb. If Customer provides such Feedback, then Customer grants to Honeycomb a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or exploit the Feedback at its sole discretion.

#### **5. PAYMENT TERMS**

5.1 Unless otherwise stated in an Order Form, Customer will pay Honeycomb the applicable fees described in the Order Form (the "Fees") within 30 days from the date of the invoice. The Fees are non-refundable and non-cancellable. Honeycomb may change the Fees or applicable charges at the end of the then-current Subscription Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Honeycomb has billed Customer incorrectly, Customer must contact Honeycomb no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Honeycomb's customer support department.

5.2 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer is responsible for all taxes associated with Services other than U.S. taxes based on Honeycomb's net income.

5.3 Upon Honeycomb's written approval at its sole discretion, Customer may exceed the license capacity stated in the Order Form that would otherwise result in a higher level of Fees on a trial basis, provided that; (1) such trial must not exceed 15 days and (2) if Customer continues such higher levels of use past the trial

period, billing at the higher level of Fees shall be effective from the first day after the trial period ends.

## **6. TERM AND TERMINATION**

6.1 Unless earlier terminated, this Agreement will become effective on the Effective Date of this Agreement and will continue until the expiration or termination of all Order Forms. The Order Form will become effective on the commencement of the Subscription Term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.3 Customer may not have access to Customer's data or other information after termination. Honeycomb may delete all such data or information. Customer's solely responsible for exporting the data or information prior to termination. If Honeycomb terminates the Agreement, then Honeycomb will provide reasonable opportunity for Customer to retrieve the data.

## **7. WARRANTY AND DISCLAIMER**

Honeycomb will use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and will perform implementation and support in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Honeycomb or by third-party providers, or because of other causes beyond Honeycomb's reasonable control, but Honeycomb shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, HONEYCOMB DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, IMPLEMENTATION AND SUPPORT ARE PROVIDED "AS IS" AND HONEYCOMB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A USER, HONEYCOMB SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND HONEYCOMB'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO HONEYCOMB FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT HONEYCOMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. INDEMNIFICATION**

9.1 Honeycomb will defend Customer against any third-party claim (a) alleging that any of the Services under this Agreement infringe upon or misappropriate any registered patent, registered trademark, or copyright of third party; or (b) arising out of a breach of warranties under this Agreement (each of (a) and (b), a "Claim"), and will indemnify Customer for the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement.

9.2 Honeycomb will have no liability to Customer under this Section 9 for any Claim that arises out of: (a) any unauthorized use, reproduction, or distribution of the Services by Customer, (b) use of the Services in combination with any other services, software, content, data, business process, or equipment not supported in Honeycomb's documentation if such Claim would have been avoided without such combination, (c) any modification or alteration of the Services by anyone other than Honeycomb, (d) use of any older release of the Services when a newer version would have avoided the infringement, (e) Honeycomb's compliance with any materials, designs, specifications or instructions provided by Customer, or (f) any infringement of third-party open source software included within the Services.

9.3 In the event of a Claim against Customer pursuant to this Section 9, Honeycomb will (at Honeycomb's option and expense): (a) obtain for Customer the right to continue using the Services, (b) modify the Services to make it non-infringing, or (c) if subsections (a) and (b) are not commercially viable (as determined by Honeycomb in its sole discretion), terminate this Agreement, in which case Customer will be entitled to a pro-rated refund of any fees pre-paid by Customer for the corresponding unused period of the applicable Subscription Term.

## **10. MISCELLANEOUS**

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Waiver. This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Honeycomb's prior written consent. Honeycomb may transfer and assign any of its rights and obligations under this Agreement without consent.

10.4 Entire Agreement. This Agreement, including the Supplemental Terms (if applicable), is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.5 Independent Contractor. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Honeycomb in any respect whatsoever.

10.6 Attorney's Fee. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.7 Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.8 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts for San Francisco County, California, in connection with any action or dispute arising between the parties under or in connection with this Agreement. This Agreement excludes the United Nations Convention on Contracts for the International Sale of Goods.

10.9 Order of Precedence. If there is a conflict between this Agreement and the Order Form, the terms of the Order Form will govern.

**HOUND TECHNOLOGY, INC.**

**CUSTOMER**

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

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

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

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

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

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

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

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

## **EXHIBIT A**

### **Service Support**

#### **I. Data Security and Backups**

##### **A. Security**

Honeycomb shall establish and maintain safeguards and controls against the destruction, loss, or alteration of Customer Data; establish and maintain safeguards against unauthorized access to the hosting infrastructure, Customer Data; and establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services.

##### **B. Backups**

Honeycomb stores Customer Data on cloud computing infrastructure that is distributed across physical facilities, with backups automatically replicated to separate physical regions.

#### **II. Issue Response Time**

An incident is assigned a priority number based on the nature of the issue. Honeycomb's policy is to respond to all incidents as follows:

<b>Severity Level</b>	<b>Definition</b>	<b>Response</b>
Critical	A Critical Severity issue has significant to critical business impact on a production system, resulting in the Service being down, functioning at a significantly reduced capacity, or preventing any authorized user at Customer to login.	Honeycomb agrees that a qualified member of its staff will begin to diagnose and correct a Critical Severity fault within 2 hours after notification on a 24x7 basis.
High	A High Severity issue has some business impact on a production system, resulting in one or more significant features of the Service being unavailable.	Honeycomb agrees that a qualified member of its staff will begin to diagnose a High Severity fault within 8 business hours of notification, Monday-Friday, 9am to 5pm (Pacific Time Zone).
Low	A Low Severity issue has no impact on the quality, performance, or significant functionality of the Honeycomb Service (for example; a general usage questions, feature request, or password error).	Honeycomb Agrees that a qualified member of its staff will begin to diagnose a Low Severity fault, within the next business day, 9am to 5pm (Pacific Time Zone).

#### **III. Management Escalation and Customer Access**

Escalation procedures are built into Honeycomb's 24x7x365 monitoring system, and any system issues have automated escalation. Critical Severity issues are immediately escalated to senior management. In the case of a system down condition attributable to Honeycomb, Honeycomb may utilize other means of communication for both reporting of errors and conditions. Customer acknowledges and agrees that: i) access to the Customer personnel, data or systems may be required in order for Honeycomb to be able

reproduce the defect in question and/or to respond to a defect support request of the Customer; and ii) absence of such access as stated here above and/or any other reasonable assistance, may lead to the fact that the defect cannot be solved, in which case Honeycomb shall have no liability to the Customer.

#### **IV. Exclusions**

Notwithstanding the foregoing, Honeycomb shall have no obligation to resolve any inaccessibility or deviation caused by (a) modification of the Service by anyone other than Honeycomb, (b) use of the Service for any purpose other than intended, (c) misuse or incorrect use of the Service, (d) malfunction of any Customer software, hardware or systems (e) inaccessibility or malfunctioning of any telecommunications services, or (f) any other cause not under the responsibility of Honeycomb.

## Exhibit B

### HONEYCOMB INTELLIGENCE ADDENDUM

Honeycomb offers a suite of artificial intelligence (“AI”) features and functionality, collectively referred to as “Honeycomb Intelligence”. These Honeycomb Intelligence Supplemental Terms (the “Honeycomb Intelligence Terms”), are incorporated into and governed by the Master Services Agreement (“Agreement”). To the extent of any conflict between the Agreement and these Honeycomb Intelligence Terms, the Agreement shall control. All capitalized terms not defined herein shall have the meaning attributed to them in the Agreement.

#### **(ii) GENERAL**

If Honeycomb Intelligence is enabled, Honeycomb Intelligence is included in the definition of “Service” as set out in the Agreement (or any similar term used to describe Honeycomb’s platform that may be used therein) and the terms and conditions in such Agreement shall apply to Customer’s use of Honeycomb Intelligence.

#### **(iii) OPTIONAL FEATURE**

Customer acknowledges that Honeycomb Intelligence is an optional feature of the Service, is not required in order to use the other features of the Service, and that Customer is free to stop using and disable Honeycomb Intelligence at any time.

#### **(iv) INPUT AND OUTPUT**

When enabled, Honeycomb Intelligence will process the input submitted by Customer’s Users (“Input”) to create and deliver to the applicable User the results generated by such processing (“Output”). Certain features of Honeycomb Intelligence may also process other data submitted to the Service by Customer or its Users to improve the nature of the Output returned by Honeycomb Intelligence, which data shall also be considered Input. Input and Output are Customer Data (or such other term as may be used in the Agreement to refer to data controlled by Customer). Honeycomb assigns to Customer all our right, title, and interest (if any) in and to Output. Customer grants Honeycomb a worldwide, fully paid-up, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, host, maintain, compile, translate, share and distribute such Input and Output for the purpose of providing Honeycomb Intelligence to Customer, creating and improving Honeycomb Intelligence features, and collecting and using aggregated, anonymized usage and performance statistics to measure the performance of Honeycomb Intelligence.

Notwithstanding anything stated to the contrary, Honeycomb will only use Customer Data to train the model specific to Customer.

#### **(v) CUSTOMER RESPONSIBILITIES**

Customer is responsible for all Input and represents and warrants that Customer has all rights, licenses, and permissions required to authorize Honeycomb to process the Input in accordance with the Agreement and these Honeycomb Intelligence Terms. AI and machine learning technologies have known and unknown risks and limitations. Customer acknowledges and agrees that Customer is solely responsible for developing its own policies regarding the use of any such technologies. If Honeycomb Intelligence is enabled, Customer acknowledges and agrees that: (i) Honeycomb is not responsible for any inaccuracies, incompleteness, or errors in Output, (ii) Honeycomb is not responsible for any biases or limitations of the underlying algorithms or data, and (iii) Honeycomb is not responsible for any Output that Customer or any individual may find harmful, offensive, or otherwise unsuitable for its intended use. Customer is solely responsible for all use of Outputs and evaluating such Outputs for accuracy and

appropriateness for Customer's use case. Customer acknowledges that Output may not be unique, and that Honeycomb Intelligence may generate the same or similar Output for any number of users.

**(vi) PRIVACY**

If Customer or its Users use Honeycomb Intelligence to process Personal Information (or such other similar terms as may be used in the Agreement), the Data Processing Agreement between Honeycomb and Customer will apply to any such processing. Notwithstanding the foregoing or anything in the DPA or the Agreement to the contrary, Customer agrees not to use Honeycomb Intelligence to create, receive, maintain, transmit, or otherwise process any sensitive personal data or any personal data that is subject to heightened regulatory requirements, including, without limitation, any data that constitutes "Protected Health Information", as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103) and any "special categories of data", as defined under the General Regulation on Data Protection 2016/679.

**(vii) THIRD-PARTY MATERIALS**

Customer acknowledges and agrees that AI models provided by the AI Providers and used to provide any features of Honeycomb Intelligence shall be deemed "Third-Party Materials" (as defined in the Terms of Service). Honeycomb has no responsibility or liability with respect to Customer's access to or use of Third-Party Materials.

**(viii) DISCLAIMER**

HONEYCOMB INTELLIGENCE IS PROVIDED AS-IS FOR USE AT CUSTOMER'S SOLE RISK. HONEYCOMB AND OUR AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO HONEYCOMB INTELLIGENCE. CUSTOMER SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. NO INFORMATION OR ADVICE, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM HONEYCOMB OR THROUGH HONEYCOMB INTELLIGENCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

HONEYCOMB SHALL HAVE NO LIABILITY FOR ANY USE OF HONEYCOMB INTELLIGENCE, INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY SUCH USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.