



Master Subscription Agreement

This Master Subscription Agreement (the “**Agreement**”), entered into as of the last date of signature below (the “**Effective Date**”), is between Harness Inc., a Delaware corporation located at 55 Stockton Street, 8th Floor, San Francisco, CA 94108 (“**Harness**”), and [CUSTOMER ENTITY], a [domicile of business entity (e.g., Delaware, New York, etc.)] [type of business entity (e.g., corporation, LLC, partnership)], located at [REDACTED] (“**Customer**”). This Agreement incorporates by reference the terms and any attachments hereto, including any order by Customer for a subscription to the Harness Platforms that is entered into by the parties through Harness’s online ordering mechanism or separate written agreement referencing this Agreement (“**Order Form**”), as well as any exhibits, amendments, or addenda.

1. Harness Platform.

1.1 Access & Use. This Agreement governs Customer’s access and use of the Harness’ AI native software delivery platform (“**Harness Platform**”) and, if purchased, the provision of related professional services provided by Harness (“**Professional Services**”). Subject to this Agreement, Customer may access and use the specific products (“**Module(s)**”) of the Harness Platform as specified in and in accordance with an applicable Order Form during the Order Form Term, for its internal business purposes. Any such use of a Module is subject to specific license metric and quantity limitations documented in the applicable Order Form (“**License Unit**”). Customer’s use must comply with the Documentation. The Harness Platform includes the Software, Modules, and Documentation but not Professional Services or Third-Party Products. “**Software**” means any proprietary software that Harness distributes to Customer for local installation as part of the Harness Platform in accordance with the applicable Order Form. Use of a Module includes, if applicable, the right to use the Software (including optional extensions, if any) and Harness’ standard usage documentation for the Harness Platform available at <https://developer.harness.io/docs/> (“**Documentation**”).

1.2 Use of the Harness Platform. Customer will comply with the acceptable use policy at <https://www.harness.io/legal/aup> and represents and warrants that it has all rights necessary to use Customer Data with the Harness Platform and grants Harness the necessary rights to use and process Customer Data as specified in this Agreement, without violating third-party intellectual property, privacy or other applicable rights. Customer is responsible for the content and accuracy of Customer Data. Customer (a) will not use the Harness Platform for activities that could lead to death, injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control, (b) will not submit Prohibited Data to the Harness Platform, and (c) acknowledges that the Harness Platform is not designed for (and Harness has no liability for) use prohibited in this Section 1.2. “**Customer Data**” means any data or content that Customer submits to its Harness Platform accounts. “**Prohibited Data**” means special categories of data that fall under heightened regulatory requirements (such as “special categories” of data under the GDPR, medical records, banking information, social security numbers, credit card information, etc.), including but not limited to: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) other information subject to regulation or protection under specific laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); or (c) any data similar to the above protected under foreign or domestic laws.

1.3 Restrictions. Customer will not and will not permit anyone else to: (a) resell or sublicense the Harness Platform (in whole or part), grant non-Users access to the Harness Platform, or use the Harness Platform to provide a hosted or managed service, (b) reverse engineer, decompile, or seek to access the source code of the Harness Platform, except to the extent these restrictions are prohibited by laws, regulations, rules, court orders or other binding requirements of a government authority that apply (“**Laws**”) and then only upon advance notice to Harness, (c) copy, modify, create derivative works of the Harness Platform, (d) conduct security or vulnerability tests of the Harness Platform, breach its security and authentication measures, interfere with its operation, or circumvent its access restrictions or (e) use the Harness Platform to develop a competing product.



1.4 Support and SLA. Harness will provide support for the applicable Module at service levels as described in the applicable Order Form and Support Policy and SLA, available at <https://www.harness.io/legal/support-policy-sla> (“**Support**”).

1.5 Users. Subject to any limitations and License Units in an Order Form, Customer may permit employees, and contractors of Customer and its Affiliates (“**Users**”) to use the Module on its behalf. Customer is responsible for managing its User accounts, their actions through the Harness Platform, and their compliance with this Agreement. Customer will ensure Users create secure login credentials and keep them confidential, promptly notifying Harness upon learning of any reasonably likely or actual security compromise.

1.6 Affiliates. If an Affiliate of Customer is permitted to use the Harness Platform under an Order Form, and if Customer has purchased an unlimited number of License Units, then each Affiliate that will use the Harness Platform must be named on the applicable Order Form. Customer Affiliates may also enter into their own Order Forms with Harness, creating a separate agreement incorporating this Agreement and treating the Affiliate as the “Customer”. Neither Customer nor any Customer Affiliate has any rights under each other’s separate agreement with Harness, and breach or termination of any such separate agreement affects only that agreement. “**Affiliate**” means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity’s management.

1.7 Third-Party Products. Use of any product, add-on or platform not provided by Harness that Customer uses with the Harness Platform (“**Third-Party Products**”) is governed by its agreement with the relevant provider, not this Agreement, and Harness is not responsible for Third-Party Products or how their providers use Customer Data.

1.8 Open Source. Software distributed to Customer (if any) may include third-party open source software (“Open Source”) as listed in the Documentation or upon request. Use of any Open Source is subject to the applicable Open Source license and not the license to Software set forth herein, to the extent required by such Open Source license.

1.9 Compliance with Laws. Each party will comply with all Laws that apply to its performance under this Agreement; however, Harness is not responsible for compliance with any laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to Harness.

2. Fees

2.1 Payment. Customer will pay all fees listed in the Order Form. Unless stated otherwise, fees are due within 30 days of invoice (the “**Payment Period**”). Late payments may incur 1.5% monthly interest or the legal maximum, whichever is less. All payment obligations are non-cancelable and all amounts paid are nonrefundable, except as expressly set out in this Agreement. Customer must notify Harness of invoice disputes within the Payment Period. The parties will work in good faith to resolve disputes within 15 business days. Customer must timely pay undisputed amounts.

2.2 Taxes. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes, tariffs, or levies that apply to its Order Forms, whether domestic or foreign (“**Taxes**”), other than Harness’s income tax. Fees and expenses are exclusive of Taxes. Documentation for any exemptions from sales taxes must be provided upon execution of an applicable Order Form.

2.3 Excess Use & Verification. Harness may verify Customer’s usage by requiring that Customer provide reasonable documentation evidencing current usage, which Harness may confirm using usage data from the Platform. If Customer exceeds License Units in an Order Form, it must purchase additional capacity at unit rates in the Order Form. If no remedial action is taken within 30 days, Harness may invoice Customer and Customer will pay for the additional capacity at then current Module prices. If underpayment exceeds 5%, Customer will also pay reasonable verification costs.

2.4 Partner Sales. If Customer purchases through an authorized sales partner of Harness (“Sales Partner”): (a) Customer pays the Sales Partner, not Harness; (b) the Sales Partner’s order with Harness constitutes the applicable Order Form for the purposes of fees, usage scope, and Professional Services; (c) only this Agreement governs Customer’s use of the Harness Platform; (d) Sales Partners are not authorized to modify this Agreement or make any commitments on Harness’s behalf; and (e) Harness is not responsible for the Sales Partner’s acts, omissions, products, or services. Harness may suspend access to the Harness Platform and performance of any Professional Services if it does not receive payment from the Sales Partner.

3. Data, Security, Confidentiality & Intellectual Property

3.1 Reserved Rights. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Harness’s express rights in this Agreement, as between the parties, Customer retains all intellectual



property and other rights in Customer Data and Customer materials provided to Harness. Except for Customer's express rights in this Agreement, as between the parties, Harness and its licensors retain all intellectual property and other rights in the Harness Platform, Professional Services, and related Harness technology.

3.2 Use of Customer Data. Subject to this Agreement, Harness will access and use Customer Data solely to provide and maintain the Harness Platform, Support and Professional Services ("**Use of Customer Data**"). Use of Customer Data includes use and processing of Customer Data as Customer directs through the Harness Platform, but Harness will not otherwise disclose Customer Data to third parties except as permitted in this Agreement.

3.3 DPA. Where Customer's use of the Harness Platform includes the processing of Personal Data (as defined in the DPA) subject to applicable data protection law, then such processing will be governed by the Data Protection Addendum available at www.harness.io/legal/dpa ("**DPA**"), which is incorporated by reference into this Agreement.

3.4 Security. Harness will implement and maintain the security measures specified at <https://trust.harness.io/>, but will use no less than appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration, or disclosure of Customer Data.

3.5 Usage Data. Harness may collect technical logs, data, and learnings connected with Customer's use of the Harness Platform ("**Usage Data**") and use it to operate, improve and support the Harness Platform and for other lawful business purposes, including benchmarking and reports. However, Harness will not disclose Usage Data externally unless it is de-identified so that it does not identify Customer, its Users or any other person and aggregated with data across other customers.

3.6 AI Features.

(a) Availability and Use. Harness may offer artificial intelligence features (each an "**AI Feature**") through the Harness Platform, as described in the Documentation or applicable Order Form (collectively, "**Harness AI**"). To the extent Customer elects to use Harness AI, the provisions of this Section 3.6 apply.

(b) Ownership of Input/Output. All data submitted to an AI Feature by Customer or its Users ("**Input**") and the data that Customers or its Users receive in response to such Input ("**Output**") is Customer Data and Harness disclaims all ownership of Input and Output.

(c) Customer Responsibilities; Restrictions. Customer is solely responsible for ensuring that its Input and use of Harness AI and Output: (i) complies with Law; (ii) complies with the Agreement and any applicable Order Form; (iii) does not infringe, violate, or misappropriate the rights of Harness or any third party; (iv) is appropriate for Customer's use case and is subject to User review; (v) does not make automated decisions with legal or similarly significant effects on individuals, unless subject to appropriate human oversight and in compliance with Laws. Customer acknowledges that: (1) Output may not be unique and may be similar or identical to output received by other Harness Platform users; and (2) Harness AI is not intended to replace human judgment or review.

(d) Use of Customer Data. Harness may not use Customer Data to (i) train or improve any third party models; or (ii) improve Harness AI.

3.7 Feedback. If Customer gives Harness feedback regarding improvement or operation of the Harness Platform, Support or Professional Services, Harness may use such feedback without restriction or obligation. Feedback does not include Customer Data and will be treated as Harness Confidential Information.

3.8 Confidentiality

(a) Definition. "**Confidential Information**" means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (i) the discloser identifies to recipient as "confidential" or "proprietary" or (ii) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Harness's Confidential Information includes technical or performance information about the Harness Platform, and Customer's Confidential Information includes Customer Data.

(b) Obligations. As recipient, each party will (i) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (ii) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this Agreement and (iii) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

(c) Permitted Disclosures. The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Harness, the subcontractors referenced in Section 9.1), provided it remains responsible for their compliance with this Section 3 and they are bound to confidentiality obligations no less protective than this Section 3. The recipient may disclose Confidential Information



(including Customer Data) to the extent required by Law. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

(d) **Exclusions.** Confidentiality obligations do not apply to information that is (i) public through no fault of recipient, (ii) known without restriction before receipt, (iii) received lawfully from a third party without restriction, or (iv) independently developed without use of discloser's Confidential Information.

(e) **Remedies.** Actual or threatened breach of this Section may cause irreparable harm and damages alone would not be an adequate remedy. The discloser may seek injunctive or other equitable relief in addition, and without prejudice, to other available legal remedies.

4. Representations & Warranties.

4.1 **Mutual Warranties.** Each party represents and warrants that, (a) it has the legal power and authority to enter into this Agreement, and (b) it will use industry-standard measures to avoid introducing viruses, malicious code, or similar harmful materials ("**Viruses**") into the Harness Platform.

4.2 **Harness Warranties.** Harness warrants that: (a) the Harness Platform will perform materially as described in the Documentation; (b) Customer's internal use of the unmodified Software in accordance with the Agreement will not subject Customer to any open source license terms that require the public disclosure or licensing of Customer intellectual property (together, the "**Platform Warranty**"). Harness warrants that all Professional Services performed under this Agreement are performed in a professional and workmanlike manner by qualified personnel.

4.3 **Remedy.** Customer must submit written claims of breach of the Platform Warranty ("**Claims**") to Harness in reasonable detail within 30 days of discovering the issue. Within 30 days of a verified Claim, Harness will use reasonable efforts to fix the issue or provide a workaround. If it fails to do so, either party may, by written notice, terminate the affected Order Form and Harness will refund any prepaid, unused fees for the terminated portion. This Section 4.3 sets out Customer's exclusive remedy and Harness's sole liability for breach of Platform Warranty.

4.4 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED, EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. HARNESS'S WARRANTIES DO NOT APPLY TO OUTPUT, ACCURACY OF RESULTS, ISSUES ARISING FROM THIRD-PARTY PRODUCTS, OR MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE HARNESS PLATFORM. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

5. **Trials and Betas.** Use of the Harness Platform on a free or trial basis or to particular features designated by Harness as "beta" or "early access" ("**Trials and Betas**") is provided "as is" and "as available," for evaluation only. Either party may terminate access at any time. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NO WARRANTIES, INDEMNITIES, SLAS, OR SUPPORT APPLY TO TRIALS AND BETAS AND HARNESS'S LIABILITY FOR TRIALS AND BETAS IS LIMITED TO \$1,000.

6. Indemnification.

6.1 **Indemnification by Harness.** Harness, at its own cost, will defend Customer against any third-party claim that the Harness Platform or Output, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's intellectual property rights ("**Harness-Covered Claims**") and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Harness resulting from the Harness-Covered Claims.

6.2 **Indemnification by Customer.** Customer, at its own cost, will defend Harness against any third-party claim arising from Customer's breach or alleged breach of Sections 1.2 (Use of the Harness Platform) and 1.3 (Restrictions) ("**Customer-Covered Claims**") and will indemnify and hold harmless Harness from and against any damages or costs awarded against Harness (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.

6.3 **Procedures.** The indemnifying party's obligations in this Section 6 are subject to receiving from the indemnified party: (a) prompt notice of the claim (but late notice reduces obligations only proportionally to the extent it causes prejudice), (b) the exclusive right to control the claim's defense, including, but not limited to investigation and settlement and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a



claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Harness Platform when Harness is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

6.4 **Mitigation.** If a Harness-Covered Claim arises, Harness may: (a) procure continued use rights; (b) replace or modify the affected Harness Platform to avoid infringement without materially reducing the Harness Platform's functionality; or (c) terminate the impacted Order Form and refund prepaid, unused fees for the affected term.

6.5 **Exceptions.** Harness's obligations in this Section 6 do not apply to claims resulting from (a) modification or unauthorized use of the Harness Platform or Output, (b) use of the Harness Platform or Output in combination with content or items not provided by Harness, including Third-Party Products; (c) Software other than the most recent release, if Harness made available (at no additional charge) a newer release that would avoid infringement; (d) Customer Data not modified by Harness.

6.6 **Exclusive Remedy.** This Section sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section.

7. **Limitations of Liability.**

7.1 **General Cap.** EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED AMOUNTS PAID OR PAYABLE BY CUSTOMER TO HARNESS UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY ("**LIABILITY CAP**").

7.2 **Limitation of Damages.** NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE, LOST PROFITS OR INTERRUPTION OF BUSINESS, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

7.3 **Exceptions.** The Liability Cap does not apply to: (a) indemnification obligations under Section 6; (b) either party's infringement or misappropriation of the other's intellectual property rights; (c) liability for death or personal injury caused by negligence; (d) gross negligence or willful misconduct; (e) fraud or fraudulent misrepresentation; or (f) liabilities that cannot be limited by Law.

7.4 **Nature of Claims.** These waivers and limitations apply regardless of legal theory and survive any failure of an exclusive remedy.

8. **Term and Termination.**

8.1 **Order Form Term.** Each "**Order Form Term**" lasts for the initial period stated in the Order Form and, notwithstanding any different terms in the Order Form, will renew for the same Order Form Term length unless (a) the parties agree otherwise or (b) either party gives at least 30 days' notice before the current term ends.

8.2 **Term of Agreement.** This Agreement continues until the end of all Order Form Terms, unless sooner terminated in accordance with its terms. If no Order Form Term is in effect for 60 consecutive days, then this Agreement will terminate with notice to the other party.

8.3 **Termination.** Either party may terminate this Agreement and all Order Forms if the other party: (a) fails to cure a material breach within 30 days of notice; (b) ceases operations without a successor; or (c) files for bankruptcy or is subject to similar proceedings not dismissed within 60 days.

8.4 **Data Export and Deletion.** Customer may export Customer Data from the Harness Platform (or Harness will otherwise make the Customer Data available to Customer) as described in the Documentation, or upon request within 30 days of termination or expiration of this Agreement. After termination or expiration of this Agreement, (a) Harness will delete Personal Data (as defined in the DPA) according to the DPA, (b) Harness will delete Customer Data within 30 days of request, and (c) each party will delete any Confidential Information of the other in its possession or control. Nonetheless, the recipient may retain Customer Data or Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 3.4 (Security), Section 3.8 (Confidentiality) and the DPA.

8.5 **Effect of Termination.** All use rights end on termination or expiration of this Agreement, subject to this Section 8. The following Sections will survive termination or expiration of this Agreement: Restrictions, Payment (for amounts then due), Taxes, Reserved Rights, Usage Data, Confidentiality, Disclaimers, Indemnification, Limitations of



Liability, Data Export and Deletion, Effect of Termination, and Miscellaneous. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8.6 Suspension. Harness may suspend Customer's access to the Harness Platform and any related services, due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Harness is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Harness will promptly restore Customer's access to the Harness Platform in accordance with this Agreement. "**Suspension Event**" means (a) Customer's account is 30 days or more overdue, (b) Customer is in breach of Section 1.2 (Use of the Harness Platform) or Section 1.3 (Restrictions), (c) Customer has exceeded the permitted License Units for 30 or more days, or (d) Customer's use of the Harness Platform risks material harm to the Harness Platform or others.

9. Miscellaneous.

9.1 Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers. Harness may use subcontractors and affiliates worldwide (subject to applicable export laws and OFAC restrictions) and permit them to exercise its rights and fulfill its obligations, but remains responsible for each subcontractor's compliance with this Agreement and for overall performance under this Agreement. This does not limit any additional terms for subprocessors under a DPA.

9.2 Governing Law; Courts; Arbitration. The laws of the State of California govern this Agreement and any action arising out of or relating to this Agreement, without reference to conflict of law rules. If Customer is located in the United States, the parties will adjudicate any such action in the federal and state courts in San Francisco, California and each party consents to the exclusive jurisdiction and venue of the Courts for these purposes. If Customer is not located in the United States, all disputes arising out of or in connection with the present contract shall be finally settled, using the English language, under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, in San Francisco, CA, USA. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.

9.3 Notices. Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the addresses specified by Harness and Customer and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested), (c) one day after dispatch if by a commercial overnight delivery service or (d) upon delivery if by email. Harness and Customer will each initially specify their notice address in the applicable Order Form, and either party may update its address with notice to the other. Copies of all notices to Harness must be sent to legalnotices@harness.io. Harness may also send operational notices through the Harness Platform.

9.4 U.S. Government Rights. To the extent applicable, the Harness Platform is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Harness Platform is governed solely by the terms of this Agreement, and all other use is prohibited.

9.5 Export. Each party (a) will comply with all export and import Laws and (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country. Customer will not submit to the Harness Platform any data controlled under the U.S. International Traffic in Arms Regulations.

9.6 Force Majeure. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Harness Platform for 30 or more consecutive days, either party may terminate the affected Order Form(s) upon notice to the other and Harness will refund to Customer any prepaid, unused fees for the terminated portion of the Order Form Term. This Section does not limit Customer's obligations to pay fees owed. "**Force Majeure**" means an unforeseen event beyond a party's reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event's effects.

9.7 Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.



9.8 Entire Agreement; Order of Precedence. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Each party acknowledges that upon entering into this Agreement it has not relied upon any representation, statement, or warranty made or agreed to by any person except those expressly set out herein. There are no third-party beneficiaries to this Agreement. Terms in business forms, purchase orders or quotes used by either party will not amend or modify this Agreement, excluding Order Forms; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies), each of which is deemed an original and which together form one and the same agreement. An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it supersedes. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) the DPA, (2) the Order Form, (3) a Professional Services Statement of Work, (4) this Agreement, and (5) any links provided herein. Any amendment will take precedence over the document it amends.

9.9 Amendments. Any amendments to this Agreement must be in writing and signed by each party's authorized representatives. Harness may modify the AUP, Security Measures, SLA or Support Policy to reflect new features or changing practices, but the modifications may not be retroactive or materially decrease Harness's overall obligations during an Order Form Term.

9.10 Assignment. Neither party may assign this Agreement without prior consent, except Harness may assign this Agreement in connection with a merger, acquisition, transfer of substantially all its relevant assets, or similar transaction. Any other assignment is void. This Agreement binds successors and permitted assigns.

[signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

Harness Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____