

MSA

These terms of service (the "**Terms**") together with any other agreements or terms incorporated by reference, govern the use of the Services. These Terms constitute a binding and enforceable legal contract between Company and any Customer (the "**Customer**") entering into an order form incorporating these Terms by reference (an "**Order**"). By accepting these Terms through execution of an Order, or by using the Services, Customer agrees to these Terms.

1. Services; License

1.1. Subject to the terms and conditions of these Terms, and any applicable Order, Company shall provide Customer with services detailed in the Order ("**Services**") through its proprietary technology for Third-Party Risk Management (the "**Platform**") as applicable and required for Company to provide the Services.

1.2. During the Term and subject to Customer's compliance with the terms and conditions of this Agreement, Company grants Customer a non-exclusive, non-transferable, royalty-free, non-sublicenseable, limited, revocable right (i) for Customer employees, agents, representatives and contractors who are permitted access to the Services by Customer ("**Authorized Users**") to access the Platform, for Customer's internal business use; and (ii) to use the Services provided by Company, according to Company's instructions and technical documentation provided by Company from time to time ("**Documentation**").

1.3. Temporary Suspension. Company may suspend Customer's or any Authorized User's access to or use of any portion or all of the Services immediately upon notice to Customer if Company reasonably determines that: (a) Customer's or an Authorized User's use of the Services (i) poses a security risk to the Services, Platform, Company, or any third party, (ii) could adversely impact Company's systems, the Platform, the Services, or another customer's systems or data, (iii) could subject Company, its affiliates, or any third party to liability, or (iv) is fraudulent or creates a risk of fraud; (b) Customer or an Authorized User is in material breach of this Agreement; (c) Customer is in breach of its payment obligations; or (d) Customer has ceased operating in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become subject to any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. Fees and other amounts will continue to accrue during any suspension and remain payable by Customer, and Customer will not be entitled to service credits for any period of suspension. Company will restore access when the issue giving rise to the suspension has been remedied to Company's reasonable satisfaction, where appropriate.

2. Customer's Obligations. Customer hereby undertakes to:

2.1. provide Company with complete and accurate information, including access to Customer Data and systems, as reasonably necessary to perform the Service. Customer acknowledges and agrees that the accuracy of the Services depends on the quality, completeness and timeliness of the data provided to Company, and on Customer providing Company with prompt notice upon any changes in required information;

2.2. use the Platform, the Services, and all related software and Documentation in

compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws;

2.3. manage and secure all login credentials used by Authorized Users in connection with their use of the Platform and protect the same against unauthorized use or disclosure using reasonable standard in the industry. Customer shall be liable for all actions taken on the Platform through use of the login credentials of its Authorized Users;

2.4. provide input on the design, functionality and operation of the Services and the Platform as reasonably requested by Company. Any input or feedback regarding the Services and the Platform which Customer provides to Company (per the Company's request or otherwise) shall be referred to herein as "**Feedback**".

3. Service Fees. In consideration for the Services, Customer shall pay Company the non-refundable fees set forth in the applicable Order (the "Fees"). Company will invoice Fees monthly, unless Company reasonably suspects fraudulent activity or a risk of non-payment, in which case Company may invoice more frequently. Customer shall pay all undisputed invoiced amounts within 30 days after the invoice date using a payment method accepted by Company. All amounts payable under this Agreement shall be paid without setoff, counterclaim, deduction, or withholding, except as required by applicable law. Company may revise Fees for new Services or new features upon notice, and may increase or introduce Fees for existing Services upon at least 30 days' prior written notice to Customer. Overdue amounts shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, if lower. Following a suspension or termination of the Services, Company may elect not to invoice Fees for the affected Services during the suspension period unless Customer's access is reinstated. Fees are exclusive of VAT, sales, use, goods and services, value-added, and similar indirect taxes (collectively, "**Indirect Taxes**"), unless applicable law requires otherwise. Company may charge, and Customer shall pay, any Indirect Taxes that Company is legally required or authorized to collect. Customer shall provide information reasonably requested by Company to determine whether Company is required to collect Indirect Taxes. If Customer is required by law to make a withholding or deduction from a payment to Company, Customer shall pay such additional amounts as are necessary to ensure that Company receives the full amount it would have received absent the withholding or deduction.

4. Intellectual Property Rights: Confidentiality

4.1. All intellectual property rights in the Platform, Services, Documentation and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Company. Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Platform, Service or any part thereof for any purpose or use it to build a competitive service or product; (ii) not represent that it possesses any proprietary interest in Platform, Service, Documentation or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest Company's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Company, not use the name, trademarks, trade-names, and logos of Company; (v) except as specifically permitted herein, not copy any part or content of the Platform, reports or documentation other than for Customer's own internal business purposes; (vi) not copy any features, functions or graphics of the Platform or use it to build a competitive product or service; and (vii) not

remove the copyright, trademark and other proprietary notices contained on or in Company's Platform, products, services or documentation. Customer shall take no action, directly or indirectly, to register Company trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to Company to prevent the occurrence of such activity by any third parties. All intellectual property rights in the data, materials or Confidential Information, which Customer uploads to the Platform or provides the Company with access to, including any modifications, enhancements and derivatives thereof (collectively, "**Customer Data**") lie exclusively with Customer or its licensors.

4.2. Customer hereby grants to Company: (a) a non-exclusive, non-sublicensable, revocable, non-transferable, royalty-free, worldwide license during the Term to use, reproduce, and prepare derivative works of all data provided to Company by Customer or accessed by Company in connection with this Agreement solely to permit Company to perform the Services to Customer as set forth in this Agreement, and (b) a perpetual, non-exclusive, non-sublicensable, revocable, non-transferable, royalty-free, worldwide license to analyze anonymized data obtained through Services in order to provide Customer with analytics and reports, and improve the Services, all subject to Company's compliance with applicable law and privacy regulations.

4.3. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire five years from the date of termination or expiration of this Agreement (and with respect to trade secrets- in perpetuity) and shall supersede any previous confidentiality undertakings between the parties.

4.4. For the purposes hereof, "**Confidential Information**" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information. For avoidance of doubt, Customer Data shall be deemed Customer Confidential Information.

4.5. Any and all rights, including intellectual property rights in the Feedback shall belong

exclusively to Company and shall be considered Company's Confidential Information. Company shall in no way shall be obliged to make use of any kind of Feedback or part thereof.

5. Warranties; Disclaimer; Limitation of Liability

5.1. **EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, COMPANY PROVIDES THE PLATFORM, SERVICES AND DOCUMENTATION TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. COMPANY FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

5.2. Customer acknowledges that the quality and accuracy of the Services are dependent on the accuracy and completeness of the information provided. **CUSTOMER ACKNOWLEDGES THAT COMPANY SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS OUTPUT PROVIDED ON THE BASIS OF UNTIMELY, INCOMPLETE, INACCURATE, FALSE OR MISLEADING INFORMATION PROVIDED BY CUSTOMER OR THE AUTHORIZED USERS.**

5.3. **EXCEPT FOR WILLFUL MISCONDUCT, FRAUD OR BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5.4. Company shall defend, indemnify and hold harmless Customer, from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to any claim that the Platform, Services and/or Documentation infringes any third-party intellectual property right. Indemnification hereunder shall be conditioned upon: (a) Customer notifying Company of the claim immediately upon becoming aware thereof, (b) Customer allowing Company to assume full control of the defense and settlement of such claim, and (c) Customer reasonably cooperating with Company in the defense and settlement of the claim.

6. Term; Termination

6.1. This Agreement shall commence on the Effective Date and will continue for the Initial Term. Thereafter, the Agreement shall renew for additional successive twelve (12) month periods (each, a "Term"), unless either party provides notice of termination in writing at least 30 days prior to the end of the then current Term.

6.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or

insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Company Additional Termination Rights. Company may terminate this Agreement immediately upon notice to Customer if: (i) Company has the right to suspend access under Section 1.3 and the issue giving rise to the suspension is incapable of being remedied or has not been remedied within 30 days after Company suspends the affected Services; (ii) Company's relationship with a third-party partner that provides software or other technology critical to the Services expires or terminates, or requires Company to change how such software or other technology is provided as part of the Services; or (iii) termination is necessary to comply with applicable law or a request of a governmental entity.

6.3 Effect of Termination. Upon the effective date of termination (the "**Termination Date**"): (a) except as provided in paragraph (b) below, all Customer's rights under this Agreement immediately terminate and Customer shall cease using the Platform and Services; (b) Post-Termination. Except where Company terminates this Agreement or the affected Services for cause under Section 6.2, during the 30 days following the Termination Date: (i) Company will not delete Customer Data from the Platform or Company's systems as a result of termination; and (ii) Company will allow Customer to retrieve Customer Data from the Services only if Customer has paid all amounts due under this Agreement and the applicable Orders. For any use of the Services after the Termination Date, the terms of this Agreement will continue to apply and Customer will pay the applicable Fees and other charges under the applicable Order for such use. (c) Customer remains responsible for all Fees and other amounts incurred through the Termination Date and for any Fees and other amounts billed for post-termination use; (d) each party shall return to the other party or destroy, at the disclosing party's option, all of the other party's Confidential Information in its possession, except that Company may retain Customer Data as provided in paragraph (b). Sections 4, 5, 6.3, 7, and 9 shall survive any expiration or termination of this Agreement.

7. Notices. All notices or other communications hereunder shall be in writing and given in person, by registered mail ,legal@lema.ai, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth in the Order or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

8. Publicity. Upon Customer's prior written consent, Company may issue publicity or general marketing communications concerning its involvement with the Customer, including a case study, and Customer agrees to reasonably cooperate with and contribute to such case study.

9. General. This Agreement constitutes the entire agreement between Company and Customer and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in written agreement by both parties. Customer shall not transfer or assign its rights or obligations under this

Agreement to any third party, except that Company may assign this Agreement without Customer's consent (a) to an affiliate (b) as part of a corporate reorganization, or (c) in connection with a merger, acquisition, or sale of all or substantially all of Company's assets. Effective upon such assignment, the assignee shall be substituted for Company as a party to this Agreement and Company shall be released from its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Any purported assignment contrary to this section shall be void. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. This Agreement is governed by the laws of the State of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of New York, NY.

9.1. Force Majeure. Except for payment obligations, neither party shall be liable for any delay or failure to perform any obligation under this Agreement to the extent the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes, power or telecommunications failures, earthquakes, storms or other elements of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war.

9.2. Trade Compliance. Each party shall comply with all applicable import, export, re-export, sanctions, and anti-boycott laws and regulations, including the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and economic sanctions programs administered by the Office of Foreign Assets Control. Customer is solely responsible for compliance relating to the manner in which Customer or its Authorized Users use the Services, including the transfer or processing of Customer Data. Customer represents that neither it, its financial institutions, nor any person or entity that owns or controls it or its financial institutions is a sanctioned or restricted party under applicable law.

9.3. Independent Contractors; No Agency. Company and Customer are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary, or employment relationship, and neither party nor any of its affiliates is an agent of the other or has authority to bind the other.

9.4. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any person or entity that is not a party to this Agreement.

9.5. Language. This Agreement and all notices and communications made or given under it must be in the English language. If a translation is provided, the English-language version of this Agreement will control in the event of any conflict.

9.6. U.S. Government Rights. To the extent Customer is a U.S. Government entity or uses the Services, Platform, or Documentation on behalf of the U.S. Government, the Services, Platform, and Documentation are provided as "commercial services," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services, Platform, and Documentation. If these terms fail to meet the U.S. Government's needs or are inconsistent with applicable federal law, Customer shall immediately discontinue its use of the Services, Platform, and Documentation. The terms "commercial service," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Company:

Customer:

Signature

Signature

Name

Name

Title

Title

Date

Date