

MADTECH.AI
Clickwrap Agreement
Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract that governs our customers' use of the MADTECH.AI Inc. platform in the United States only. For ease of reading, MADTECH.AI Inc. may be referred to as "us" or "our" and Customers may be referred to as "You" or "Your." The Terms of Service consists of the following documents:

- **General Terms:** These contain the core legal and commercial terms that apply to your use of our products and services including MADTechAI's Data Processing Addendum (DPA), which explains how we process your data in the United States. The DPA is provided in Appendix Two of the General Terms section.
- **Product Specific Terms:** These include any additional terms that apply to your use of each of our product offerings, our consulting and other services and third-party services.

Your Order Form is the MADTECH.AI Inc. approved form created following your purchase of one of our products or services . It contains all of the details about your purchase, including your License Term, products and services purchased and fees to be paid. You'll receive a copy of your signed Order Form via the email that you provided MADTECH.AI Inc.

We've aimed to keep these documents as readable as possible, but in some cases, the language is necessarily "legalese." By using your Platform license, you are agreeing to these terms.

We update these terms from time to time. If you have an active MADTECH.AI Inc. License, we will let you know when we update the terms by email (if you subscribe to receive email updates).

General Terms (Last modified February 21, 2025)

1. Definitions
2. Use of Services
3. Fees
4. Term & Termination
5. Customer Data
6. Intellectual Property
7. Confidentiality
8. Publicity
9. Indemnification
10. Disclaimers and Liability
11. Miscellaneous

Appendix 1: Additional Coverage Terms

Appendix 2: Data Processing Addendum

1. DEFINITIONS

"Add-Ons" means additional product enhancements (including Limit increases and other add-ons) that are made available for purchase and are listed in the 'Add-Ons & Limit Increases' and the 'Technical Limits and Definitions' sections of our Products and Services Catalog.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Customer Terms of Service" means these General Terms and all materials referred or linked to in here, unless otherwise stated. Throughout this Agreement, we link to [MADTECH.AI FAQs](#) to help facilitate your use of our products and services and manage your MADTECH.AI Inc. account; however, this product information is for your information only, and are not incorporated into this Agreement.

"Authorized Payment Method" means a current, valid, payment method accepted by us, as may be updated from time to time.

"Billing Period" means the period for which you agree to pay fees under an Order Form's expressed payment terms.

"Confidential Information" means all confidential information disclosed by a party and its Affiliates ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. 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. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you within your licensed account.

"Contact Information" means the name, email address, phone number, online user-name(s), and similar information within the Platform Account Information.

"Consulting Services" means the professional services provided to you by us, which may include usage set-up, training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Platform License. Customer Data does not include MADTECH.AI Inc. Content.



"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Platform License.

"DPA" means the MADTECH.AI Inc. Data Processing Addendum which is provided in Appendix Two of the General Terms section.

"Free Trial" means the Platform License or features made available by us to you on an unpaid trial or free basis.

"MADTECH.AI Inc. Content" means all information, data, text, messages, software, sound, graphics, images, and tags that we incorporate into the Platform License, including Enrichment Data (as defined in the Product Specific Terms).

"Jurisdiction-Specific Terms" means the additional terms that apply to your License, depending on your location. These terms form part of the Agreement.

"License Fee" means the amount(s) set forth on the Order.

"License Services" means performance of a service for any consideration using a Licensed Product, or the practice of a Licensed Process.

"License Term" means, collectively, the initial term of your License to the applicable Platform License on your Order Form(s) (the "Initial Term"), and each subsequent renewal period (if any) (each a "Renewal Term"). Your "Current Term" is your then current committed period of the License, as either an Initial Term or Renewal Term.

For Free Services, the License Term will be the period during which you have an account to access the Free Trial. "MADTECH.AI Inc.", "we", "us" or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"Order" or "Order Form" means the MADTECH.AI Inc. approved form by which you agree to subscribe to the Platform License.

"Personal Data" means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data and (ii) is protected as personal data, personal information, or personally identifiable information under applicable Data Protection Laws (as defined in the DPA found in Appendix Two of the General Terms section).

"Privacy Policy" means the MADTECH.AI Inc. Privacy Policy available at [MADTECH.AI Privacy Policy](#), as updated by us from time to time.

"Platform" means MADTECH.AI Inc.'s Platform available via [MADTECH.AI](#), could be updated by us from time-to-time.

"Platform Specific Terms" means the additional platform-related terms that apply to your use of the MADTECH.AI Inc. platform.

"Sensitive Information" means credit or debit card numbers; financial account numbers or wire instructions, government issued identification numbers (such as Social Security numbers, passport

numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” as defined in the U.S. (See the Data Processing Addendum in Appendix Two of the General Terms section).

"Third-Party Products" means integrated products that are provided by third parties which interoperate with or are used in connection with the Platform License. These products and services include non-MADTECH.AI Inc. apps accessible via your Product instance.

“Total Committed License Value” means the aggregate amount of License Fees paid or payable to us during your Current Term(s) for all of your MADTECH.AI Inc. accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Platform License for your benefit and have unique user identifications and passwords related to the Platform License(s) .

"You," "your" or “Customer” means the person or entity using the Platform License and identified in the applicable account record, billing statement, online License process, or Order Form as the customer and your Affiliates included in the scope of your purchase.

2. USE OF SERVICES

2.1 Access. During the License Term, we will provide your Users access to use the Product License as described in this Agreement and the applicable Order. We may provide your Users access to use our Free Trial at any time by activating them in your MADTECH.AI Inc. account. We might provide some or all elements of the License through third party service providers.

You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may provide access and use of the License to your Affiliate’s Users purchased under an Order; provided that, all such access, use and receipt by your Affiliate’s Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.

2.2 Additional Features. You may subscribe to additional features of the Platform by placing an additional Order or activating the additional features from within your MADTECH.AI Inc. account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your MADTECH.AI Inc. account.

2.3 Availability and Uptime. For details of MADTECH.AI Inc.’s Service Uptime Commitment, please see the Product Specific Terms.

2.4 Limits. The limits that apply to you will be specified in your Order Form, this Agreement, and for our Free Trial, these limits may also be designated only from within the platform itself.

You must be 18 years of age or older within the United States to use the Platform License.

2.5 Downgrades. Depending on your MADTECH.AI Inc. product, you may be entitled to downgrade your License. For further information on the downgrade terms that apply to your License, please refer to the Product Specific Terms.

2.6 Modifications. We modify the Platform License from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

2.7 Customer Support. Customer Support for any free trial usage will be provided via email with a response time of no more than 24 business hours.

2.8 Prohibited and Unauthorized Use. You will not use the Platform License in any way that violates the terms of this Agreement or for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will not (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the License Services or any software, documentation or data related to the License Services; (ii) modify, translate, or create derivative works based on the License Services (except to the extent expressly permitted by us); (iii) or remove any proprietary notices or labels.

You may not use the Platform License if you are legally prohibited from receiving or using the Platform License under the laws of the United States in which you are resident or from which you access or use the License Service.

The Platform License is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA), so you may not use the Platform License where your communications would be subject to such laws. You may not use the Platform License in a way that would violate the Gramm-Leach-Bliley Act (GLBA). Nothing contained in this section limits the usage restrictions specific to Sensitive Information under the Agreement.

You will notify us promptly of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at [MADTECH.AI FAQs](#).

2.9 No Sensitive Information. YOU ACKNOWLEDGE THAT THE PLATFORM LICENSE HAS NOT BEEN CONFIGURED OR DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY YOU AGREE NOT TO USE THE LICENSE SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE LICENSE SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

2.10 Customer Responsibilities. To realize the full value of the Platform License, your participation and effort are needed. Resources that may be required from you include a project manager, one or more

analysts, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include managing data integrations, establishing desired performance metrics, designing available visualizations within the Product, and other required actions; acting as internal liaison between sales and marketing; providing top level internal goals for the use of the Platform License ; attending regular success review meetings; and supporting the integration of the Platform License with other systems.

2.11 Free Trial. If you register for a free trial, we will make the applicable Platform License available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid License. Unless you purchase a License to the applicable Platform before the end of the free trial, all of your data in the Platform may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.12 Legacy Products. If you have a legacy MADTECH.AI Inc. product, some of the features and limits that apply to that product may be different than those that appear in these General Terms. If you have legacy MADTECH.AI Inc. products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

3. FEES

3.1 License Fees. The License Fee will remain fixed during the Current Term of your License unless: (i) you exceed your Maximum Logins or other applicable limits (see the 'Limits' section above), (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, including additional Third-Party Products, or (iv) otherwise agreed to in your Order.

3.2 Fee Adjustments at Renewal. Upon renewal, we may increase your License Fees up to our then-current list price set out in your renewal license. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next Renewal Term. If you do not agree to this increase, either party can choose to terminate your License at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below. Please review the Platform Specific Terms for information on different fee adjustment notice requirements.

3.3 Payment of Fees. MADTECH.AI Inc. will invoice and collect payment from you based on the agreed upon payment terms in the Order. We may suspend your access in accordance with the 'Suspension' section or terminate your account in accordance with the 'Termination for Cause' section if we remain unable to successfully collect the fees owed. Any and all Data and Cloud storage costs will be paid by you on a 100% pass-through basis.

3.4 Payment Against Invoice. All amounts invoiced are due and payable within thirty (30) days from the date of invoice, unless otherwise specified in the Order Form. If you dispute any invoiced amounts, you must raise such dispute in writing to us within thirty (30) days of receipt of the invoice and pay all undisputed amounts, otherwise the invoice will be deemed correct.

3.5 Payment Information. You will keep your business information up to date, including your company name, address, and primary contact. You will also keep your billing information up to date for the payment of incurred and recurring fees, including your tax information. You authorize MADTECH.AI Inc. to continue to collect applicable fees during your License Term and until any and all outstanding Fees have been paid in full. All payment obligations are non-cancellable and all amounts paid are nonrefundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the License Term.

3.6 Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any sales taxes applicable to your use of the Platform License. You will have no liability for any taxes based upon our gross revenues or net income

3.7 Withholding Tax. If you are required to deduct or withhold tax from payment of your MADTECH.AI Inc. invoice, you may deduct this amount from the applicable License Fee due to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the "Deduction Amount").

You will not be required to repay the Deduction Amount to us, provided that you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

3.8 Audit. During the License Term and for two (2) years thereafter, you shall maintain complete and accurate records relating to these Terms of Service, which records shall contain sufficient information to permit us and/or our representatives to confirm your compliance with the terms herein, including, without limitation, the number of authorized Users who have accessed or are accessing the Platform. Upon our reasonable request, you shall make available to us or our appointed agent such records for inspection during normal business hours, to verify compliance with these Terms of Service. In addition to any other remedies available to us, in the event the number of authorized Users exceeds the number set forth in the Order, you shall immediately pay us for each additional user who has accessed the Platform.

4. TERM AND TERMINATION

4.1 Term and Renewal. Your Initial Term will be specified in your Order, and, unless otherwise specified in your Order, your License will automatically renew for the shorter of the same duration as your prior term or one year.

4.2 Notice of Non-Renewal. Unless otherwise specified in your Order, to prevent renewal of your License, you or we must give written notice of non-renewal. The deadline for sending this notice varies depending on the MADTECH.AI Inc. product and edition you have subscribed to.

If you decide not to renew, you may send this non-renewal notice to us by contacting your MADTECH.AI Inc. account contact.

4.3 Early Cancellation. You may choose to cancel your License early with prior written notice at your convenience provided that we will not provide any refunds of prepaid fees or unused License Fees, and you will promptly pay all unpaid fees due through the end of your Current Term. See specific early cancellation terms in your MADTechAI License Order Form.

4.4 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all License Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of your Current Term.

4.5 Suspension

4.5.1 Suspension for Prohibited Acts.

We may suspend any User's access to any or all of the Platform License without notice for: (i) use of the Platform License in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,

or

(ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.

4.5.2 Suspension for Non-Payment.

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the License Services ten (10) days after such notice. We will not suspend the License Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Platform License is suspended for non-payment, we may charge a reactivation fee to reinstate the Platform License .

4.5.3 Suspension for Present Harm.

If your use of, the Platform License:

- (i) is being subjected to denial of service attacks or other disruptive activity,
- (ii) is being used to engage in denial of service attacks or other disruptive activity,
- (iii) is creating a security vulnerability for the Platform License or others,
- (iv) is consuming excessive bandwidth or storage, or
- (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Platform License.

We will make commercially reasonable efforts to limit the suspension to the affected portion of the Platform License, and each party will make reasonable efforts to promptly resolve the issues causing the suspension of the Platform License. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.5.4 Suspension and Termination of Free Services.

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your License to the Free Services due to your inactivity.

4.6 Effect of Termination or Expiration. If your paid License is terminated or expires, we will continue to make available to you our Free trial provided however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to a MADTECH.AI Inc. account.

Upon termination or expiration of this Agreement, you will stop all use of the License Service and MADTECH.AI Inc. Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Platform License after termination. For the avoidance of doubt, this refund does not include any fees owed from your use of MADTECH.AI Inc. Payments, which is separately governed under the MADTECH.AI Inc. Payments Terms of Use. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the License Term. Fees are otherwise non-refundable.

5. CUSTOMER DATA

5.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Platform License to you and as otherwise permitted by this Agreement. If you are using the Platform License on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

- 5.2 Limits on MADTECH.AI Inc. We will not use Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Platform License to you and only as permitted by applicable law and this Agreement.
- 5.3 Data Practices and Machine Learning.
- 5.3.1 Usage Data. We may collect information about you and your Users when you interact with the License Service as permitted by the Agreement.
- 5.3.2 Machine Learning. Our machine learning models will use your data (or your customers data) to train our model to predict or give a recommendation based on the history. You instruct us to use Customer Data for such purposes. You may opt-out of having your Customer Data used for machine learning by emailing support@MADTechAI.com. In this case, MADTechAI won't be able to run MMM/other predictive algorithms for your business.
- 5.3.3 Privacy Policy. For more information on these practices, please see our Privacy Policy [MADTECH.AI Privacy Policy](#).
- 5.4 Protection of Customer Data. The terms of the Data Protection Agreement (DPA) are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Platform License provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA. See the DPA in Appendix Two of the General Terms section.
- 5.5 Regional Data Hosting. We will store your Customer Data in a specific location or geographical region (e.g. North America) as part of your License subject to the terms of this Agreement and our Regional Data Hosting Policy.
- 5.6 Customer Data Transfers. We and our Affiliates may transfer Customer Data (including Personal Data) to the United States only in connection with the Platform License . For more information about the Data Privacy Framework, please see our [MADTECH.AI Privacy Policy](#).
- 5.7 Retention, Deletion and Retrieval of Customer Data. For information regarding the retention and deletion of Customer Data, please see the 'MADTECH.AI Inc. Obligations' section of our DPA. You can learn more about your right to retrieve Customer Data from your MADTECH.AI Inc. account in the 'Retrieval of Customer Data' sections as specified in the DPA's Section 8 (See the DPA in Appendix Two of the General Terms section).

6. INTELLECTUAL PROPERTY

- 6.1 This is an agreement for access to and use of the Platform License, and you are not granted a license to any software by this Agreement. We retain all intellectual property rights to the MADTECH.AI Inc. Content, the Platform License, and any other products or services provided under this Agreement. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the MADTECH.AI Inc. Content, the License Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks

include, but aren't limited to, those listed on our trademarks page at [MADTECH.AI Terms & Conditions](#) (which we may update at any time without notice to you), and you may not use any of these without our prior written permission.

- 6.2 We encourage all customers to comment on the licensed Platform or provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Platform License or without payment or attribution to you.

7. CONFIDENTIALITY

- 7.1 The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Platform License bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' 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.
- 7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure, including in circumstances where the Disclosing Party refuses to provide their consent or fails to respond to the Receiving Party's inquiries in connection with the request to disclose the Confidential Information.

8. PUBLICITY

You grant us the right to add your name and company logo to our customer list and website. You can opt-out of this by emailing support@madtechai.com.

9. INDEMNIFICATION

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an Action) brought against us (and our officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Platform License by you or your Affiliates, (b) your or your Affiliates' noncompliance with or breach of this Agreement, (c) your or your Affiliates' use of Third-Party Products, (d) the unauthorized use of the Platform License by any other person using your User information; or (e) the Customer Data or Customer Materials.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

10. DISCLAIMERS; LIMITATION OF LIABILITY

10.1 Performance Warranty. We warrant that: (i) the Platform License and will be provided in a manner consistent with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other forms of malicious code into the Platform License; provided however, this warranty will not apply to you if you only use the Free Trial.

In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Platform License after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Platform License with any hardware, software, equipment, or data not provided by us, (ii) modification of the Platform License by anyone other than us, or modification of the Platform License by us in accordance with specifications or instructions that you provided, or (iii) use of the Platform License in violation of or outside the scope of this Agreement.

THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

- 10.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE LICENSE SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE LICENSE SERVICE, MADTECH.AI INC. CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE LICENSE SERVICE, MADTECH.AI INC. CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PLATFORM LICENSE , INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 10.3 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE TRIAL.
- 10.4 LIMITATION OF LIABILITY. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE PLATFORM LICENSE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE TRIAL, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.
- 10.5 Third Party Products. The Platform is dependent in many respects upon services and data provided by third parties, including without limitation Third-Party Products and other third parties not controlled by us. You must enable access to websites/platforms and/or access to content, data, information, or services of such third parties for use in connection with the Platform. You acknowledge and agree that (a) use of Customer Data and Customer Materials may be subject to terms and conditions made applicable by the source of such items and it is your responsibility to review and comply with any such terms and conditions, and (b) you shall be solely responsible for ensuring that you have obtained, on your own behalf and for purposes of the Platform, the appropriate rights to the Customer Data and Customer Materials for us to

provide the Platform and services herein. You shall make best efforts to notify us in writing as soon as possible regarding any changes that may have a material impact on the use herein. We shall not be liable for the accuracy of the Customer Data and Customer Materials or the acts or omissions of Third-Party Products and other third parties not controlled by us, including the failure of the services of such third parties to operate as intended or the accuracy of any information provided by such third parties.

- 10.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE LICENSE SERVICE TO YOU.
- 10.7 Additional Coverage Terms. If your Total Committed License Value exceeds thirty five thousand U.S. dollars (USD\$35,000), then the MADTECH.AI Inc. Additional Coverage Terms available at Appendix 1 to these General Terms will apply. If these terms apply to you, then they are incorporated into this Agreement.

11. MISCELLANEOUS

- 11.1 Amendment; No Waiver. We may modify any part or all of the Agreement by posting a revised version at [MADTECH.AI Terms & Conditions](#). The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email notification.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your License will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the current terms posted at [MADTECH.AI Terms & Conditions](#) will apply. However, if we can no longer reasonably provide the License to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Platform License will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the License Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right

- 11.2 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- 11.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

- 11.4 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.
- 11.5 Compliance with Laws. We will comply with all U.S. state and federal laws (where applicable) in our provision of the Platform License and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.
- You will comply with all applicable laws in your use of the Platform License, including any applicable export laws.
- You will not directly or indirectly export, re-export, or transfer the Platform License to prohibited countries or individuals or permit use of the Product License by prohibited countries or individuals.
- 11.6 Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- 11.7 Notices. To MADTECH.AI Inc.: Notice will be sent to the contact address set forth in the Jurisdiction, and will be deemed delivered as of the date of actual receipt.
- To you: your address as provided in our MADTECH.AI Inc. License account information will be used to notify you. We may give electronic notices by general notice via the Platform License and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Platform License. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.
- 11.8 Entire Agreement. This Agreement (including each Order), along with our Privacy Policy is the entire agreement between us for the Platform License and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, supplier portal, or website. Our obligations are not contingent on the delivery of any future functionality or features of the Platform License or dependent on any oral or written comments made by us regarding future functionality or features of the Platform License. We might make versions of this Agreement available only in English.
- 11.9 Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any MADTECH.AI Inc. Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

- 11.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.11 Contract for Services. This Agreement is a contract for the provision of Platform Access and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.
- 11.12 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.
- 11.13 Insurance. During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (i) Commercial General Liability Insurance (Primary) or equivalent, with minimum limits of \$1,000,000 Each Occurrence and 1,000,000 Aggregate; (ii) Workers' Compensation & Employers Liability Insurance (as required by the state), with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Policy Limit and \$500,000 Disease-Each Employee; and (iii) Professional Liability (cyber/errors and omissions liability insurance), with a limit of \$1,000,000.
- 11.14 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.
- 11.15 Precedence. In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order will control, but only as to that Order.

APPENDIX 1: ADDITIONAL COVERAGE TERMS

If your Total Committed License Value exceeds thirty-five thousand U.S. dollars (USD\$35,000), then these Additional Coverage Terms apply; if your Total Committed License Value is below this amount, then these terms will not apply. We may update or change these terms in the same way as we can update or change our Agreement, as we describe in the 'Amendment; No Waiver' section of the General Terms.

1. **MADTECH.AI Inc. Indemnification.** We will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents,

service providers, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of (1) an allegation that the Platform License infringes a valid patent in a member state of the Patent Cooperation Treaty, registered trademark, or registered copyright (“IP Indemnification”), or (2) our breach of our confidentiality obligations or our use of Customer Data in violation of this Agreement (“Confidentiality and Data Misuse Indemnification”).

You will: notify us in writing within thirty (30) days of you becoming aware of any such claim; give us sole control of the defense or settlement of such a claim; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defense or settlement of the claim. We will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

We will not have any obligation or liability under this section if the alleged claim is caused by or based on: (i) any combination of the Platform License with any hardware, software, equipment, or data not provided by us, (ii) modification of the Platform License by anyone other than us, or modification of the Platform License by us in accordance with specifications or instructions that you provided, (iii) use of the Platform License in violation of or outside the scope of this Agreement, (iv) an allegation that the Platform License consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Platform License, and the commercially unique aspects of the Platform License are not identified in the allegation giving rise to the claim, or (v) user interface or related user design elements not provided by us. Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense: (a) modify the Platform License or provide you with substitute Platform License that is non-infringing; or (b) obtain a license or permission for you to continue to use the Platform License, at no additional cost to you; or (c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate your access to the Platform License (or to a portion of the Product License as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Product License after termination in accordance with the ‘Effect of Termination or Expiration’ provision of this Agreement. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

2. Limitation of Liability The 'Limitation of Liability' sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms is revised to read as follows:

"EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE ‘INDEMNIFICATION’ SECTION, OUR LIABILITY ARISING FROM OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE ‘MADTECH.AI INC. INDEMNIFICATION’ SECTION AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES

WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE LICENSE SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM".

APPENDIX 2: DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the MADTechAI™ Terms of Services ("MTAI TOS") between Customer ("Customer") and MADTECH.AI Inc. ("Vendor") (collectively, the "Parties") for the provision of services by Vendor (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the Parties' agreement with regard to the Processing of Customer Personal Information.

In the course of providing the Services to Customer, Vendor may Process Customer Personal Information on behalf of Customer, and in such case, the Parties agree to comply with the following provisions with respect to Customer Personal Information.

1. DPA DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning given to them in the TOS. In this DPA, the following terms shall have the meanings set out below:

"**Aggregate Data**" means information that relates to a group or category of individuals, from which individual identities have been removed, and that is not linked or reasonably linkable to any individual or household.

"**Customer Personal Information**" means any Personal Information owned by and first provided by or on behalf of Customer to Vendor and Processed by Vendor or Vendor's Subprocessor, solely on behalf of Customer, pursuant to the express terms of an applicable statement of work or order under the Agreement.

"**Data Protection Assessment**" means an assessment of the impact of processing operations on the protection of Personal Information and the rights of Data Subjects, or is otherwise defined as a "Data Protection Assessment," "Data Protection Impact Assessment," or "Risk Assessment" by applicable Data Protection Laws.

"**Data Protection Laws**" means any and all applicable U.S. data protection, security, or privacy-related laws, statutes, directives, or regulations, including but not limited to: (a) the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**"), together with any amending or replacement legislation, including the California Privacy Rights Act of 2020 and any regulations promulgated thereunder; (b) the Virginia Consumer Data Protection Act of 2021, Va. Code Ann. § 59.1-571 to -581; (c) the Colorado Privacy Act of 2021, Co. Rev. Stat. § 6-1-1301 et seq.; (d) Connecticut Public Act No. 22-15, "An Act Concerning Personal Data Privacy and Online Monitoring"; (e) the Utah Consumer Privacy Act of 2022, Utah Code Ann. § 13-61-101 et seq.; and (f) all other equivalent or similar laws and regulations in the

United States relating to Personal Information and privacy, and as each may be amended, extended or re-enacted from time to time.

“Data Subject” means an identified or identifiable natural person whose Personal Information is being Processed. The term “Data Subject” shall refer to a “Consumer” as that term is defined under Data Protection Laws.

“Deidentified Data” means information that cannot reasonably identify, relate to, describe, be capable of being associated with, be linked directly or indirectly with, or be reasonably be used to infer information about an identifiable natural person.

“Personal Information” means information that is protected by applicable Data Protection Laws or that otherwise that identifies, relates to, describes, is capable of being associated with, or can reasonably be linked, directly or indirectly, with a particular individual or household.

“Personnel” means officers, directors, employees, Subprocessors, agents and representatives.

“Regulatory Authority” means the applicable public authority or government agency responsible for supervising compliance with Data Protection Laws, including, but not limited to: the California Privacy Protection Agency; and U.S. state attorneys general.

“Subprocessor” means any third party appointed by Vendor to Process Customer Personal Information as a Vendor or Processor on behalf of Customer in connection with the Agreement.

The terms **“Business,” “Business Purpose,” “Controller,” “Process,” “Processor,” “Security Breach,” “Sell,” “Service Provider,”** and **“Share”** shall have the same meaning as in the Data Protection Laws, and their cognate terms shall be construed accordingly.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Customer Personal Information, Customer is the Controller or Business (as applicable), Vendor is the Processor or Service Provider (as applicable), and that Vendor will engage Subprocessors pursuant to the requirements set forth in Section 5 below. The Parties acknowledge and agree that neither Party has reason to believe that the other Party is unable to comply with the provisions of this DPA or otherwise that such Party is in violation of any Data Protection Law. For clarity, Vendor is not responsible for compliance with any Data Protection Laws applicable to Customer or Customer's industry that are not otherwise generally applicable to Vendor.

2.2 Vendor's Processing of Customer Personal Information. Vendor shall treat Customer Personal Information as confidential and shall only Process Customer Personal Information as necessary to perform its obligations on behalf of and in accordance with Customer's documented instructions for the following permitted purposes: (i) in accordance with the Agreement and applicable order or scope of work and applicable Data Protection Laws (including without limitation, the CCPA); and/or (ii) as applicable, if initiated by Data Subjects in their use of the Services. Vendor shall not (a) Sell, Share, or otherwise make available Customer Personal Information to any third party in exchange for monetary or other valuable consideration, and (b) retain, use or disclose Customer Personal Information outside of the direct business relationship with the business or for any other purpose than what is specified in Agreement and/or this DPA. When acting as a Service Provider under the CCPA, Vendor shall not combine Customer Personal Information with Personal Information it receives from, or on behalf of, another person or persons, or processes as a business, except as expressly permitted by Data Protection Laws. Nothing herein shall limit or restrict Vendor's right to use Aggregate Data and/or Deidentified Data.

2.3 Customer's Processing of Customer Personal Information. Customer shall, in its use of the Services, Process Personal Information in accordance with the requirements of Data Protection Laws. Customer's instructions to Vendor related to the Processing of Customer Personal Information shall comply with Data Protection Laws. Customer instructs Vendor (and authorizes Vendor to instruct each Subprocessor) to Process Customer Personal Information, and in particular, transfer Customer Personal Information to any jurisdiction, as necessary for the provision of the Services and consistent with the Agreement and this DPA. Customer represents and warrants that it shall (i) not provide Vendor with (or instruct Vendor to Process) any Personal Information unless it shall first have given and received the necessary notices and consents under Data Protection Laws; and (ii) comply with any other requirements under applicable Data Protection Laws.

2.4 Details of the Processing. The subject matter of Processing, the duration of the Processing, the nature and purpose of the Processing, the types of Customer Personal Information, and categories of Data Subjects Processed under this DPA are specified in the Agreement.

3. RIGHTS OF DATA SUBJECTS

3.1 The Parties shall reasonably cooperate in responding to Data Subject rights requests ("Data Subject Request") and complying with requirements of Data Protection Laws in relation thereto.

3.2 If a Data Subject Request is made directly to Vendor, Vendor will promptly inform Customer and will advise the Data Subject to submit the request to Customer. Customer will be solely responsible for responding substantively to any such Data Subject Requests or other communications involving Personal Information.

4. VENDOR PERSONNEL

4.1 Confidentiality. Vendor shall ensure that its Personnel engaged in the Processing of Customer Personal Information are informed of the confidential nature of the Customer Personal Information, and have received appropriate training regarding the Processing of Customer Personal Information.

4.2 Reliability. Vendor shall endeavor, in the exercise of its reasonable business discretion, to ensure the reliability of any Personnel engaged in the Processing of Customer Personal Information.

- 4.3 Limitation of Access.** Vendor shall ensure that Vendor's access to Customer Personal Information is limited to those Personnel performing the Services in accordance with the Agreement.
- 4.4 Data Protection Officer.** To the extent required by applicable Data Protection Laws, each Party has appointed a data protection officer.
- 5. SUBPROCESSORS**
- 5.1 Appointment of Subprocessors.** With respect to the Processing of Customer Personal Information, Customer authorizes Vendor to appoint Subprocessors to Process Customer Personal Information for a business purpose on behalf of, and consistent with the business purpose set forth herein, Customer, pursuant to a written contract that includes obligations that are at least as protective as those set out in this DPA and as required by Data Protection Laws.
- 6. SECURITY**
- 6.1 Controls for the Protection of Customer Personal Information.** Vendor shall maintain appropriate physical, technical and organizational measures designed to protect the security confidentiality, and integrity of Customer Personal Information. In the event of any (i) unauthorized acquisition, alteration, or disclosure of Customer Personal Information that requires notification to an individual, government or regulatory body, or law enforcement authority under Data Protection Laws, or (ii) breach of Data Protection Laws with respect to Customer Personal Information, Vendor shall notify Customer promptly.
- 6.2 Data Security Incident Management and Notification.** Vendor shall maintain security incident management policies and procedures, and if at any time Vendor determines that there has been a Security Breach, Vendor shall promptly: (i) notify Customer in writing of such Security Breach; (ii) investigate and take steps to remediate the Security Breach, and (iii) provide information regarding the specific Customer Personal Information adversely impacted by the Security Breach as reasonably requested by Customer.
- 7. INFORMATION PROVISION AND COOPERATION**

- 7.1 Audits and Assessments.** If required of Vendor under applicable Data Protection Laws, Vendor shall reasonably cooperate with Customer at Customer's expense, in relation to any audit of Vendor reasonably necessary to enable Customer to comply with its obligations under Data Protection Laws ("Audit"), and shall seek the equivalent cooperation from relevant Subprocessors. Any Audit shall be: (i) subject to a mutually agreed upon scope; (ii) conducted by an independent third party who has signed a nondisclosure agreement with Vendor or the Subprocessor, as the case may be; and (iii) subject to the confidentiality obligations set forth in the Agreement. Customer shall use reasonable endeavours to minimize any disruption caused to the Vendor's (or Subprocessor's, as the case may be) business activities as a result of an Audit. Audits shall take place no more than once in any calendar year except as otherwise required of Vendor under applicable Data Protection Laws. In addition, if required of Vendor under applicable Data Protection Laws, Vendor shall allow Customer to take reasonable and appropriate steps to (a) ensure that Vendor's use of Customer Personal Information is consistent with Customer's obligations under applicable Data Protection Laws, and (b) stop and remediate unauthorized use of Customer Personal Information.
- 7.2** Any information disclosed in connection with an Audit shall be the Confidential Information of Vendor (and/or Subprocessor, as the case may be).
- 7.3 Data Protection Assessments.** Upon Customer's request and to the extent required of Vendor under applicable Data Protection Laws, Vendor shall provide Customer, at Customer's reasonable expense with the reasonably necessary information needed for Customer to carry out a Data Protection Assessment related to Customer's use of the Services, to the extent that Customer does not otherwise have access to the relevant information and that such information is reasonably available to Vendor.
- 8. RETURN AND DELETION OF VENDOR DATA.** Vendor shall, on the written request of Customer, return all Customer Personal Information to Customer and/or at Customer's request delete the same from its systems, except as otherwise permitted by applicable Data Protection Laws.
- 9. GOVERNING LAW.** The Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the TOS with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this DPA is governed by the laws of the country or territory stipulated for this purpose in the MTAI TOS.
- 10. LIMITATION OF LIABILITY**
- VENDOR'S LOSSES OR LIABILITY UNDER THIS DPA, INCLUDING WITH RESPECT TO LIABILITY RELATING TO A SECURITY BREACH, BREACH OF THIS

DPA, OR ALLEGED OR ACTUAL VIOLATION OF DATA PROTECTION LAWS, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO VENDOR UNDER

THE AGREEMENT IN THE 12 MONTHS PRIOR TO THE CLAIM GIVING RISE TO SUCH LOSSES.

11. CHANGE IN DATA PROTECTION LAWS

In the event of any change to or new Data Protection Law(s), the Parties shall mutually agree upon any reasonably necessary amendments or revisions to this DPA.

By agreeing to the MADTechAI Terms of Service (“MTAI TOS”), Customer agrees to this Data Processing Addendum’s terms and conditions.

Product Specific Terms (Last modified February 21, 2025)

The MADTECH.AI Inc. Product Specific Terms are intended to highlight some of the important information about using the Product License. The Product Specific Terms form part of the MADTECH.AI Inc. Customer Terms of Service and are hereby incorporated therein.

If you are using any of the Platforms or Products described below, the terms corresponding to those product(s) apply to your use. We periodically update this page by posting a revised copy at [MADTECH.AI Terms & Conditions](#), so please check back here for current information.

1. MADTECH.AI™ Platform
2. AI Products
3. Service Uptime Commitment
4. Customer Support

1. MADTECH.AI™ Platform

1.1 MADTECH.AI™ Description

The MADTECH.AI™ Platform shall consist of those capabilities and features set forth herein including MADTECH.AI™ and Managed Services for digital advertising and Data Analytics.

The description below may be amended from time to time.

MADTECH.AI™ is the business intelligence platform purpose-built for both MarTech and AdTech to serve both the supply-side and demand-side organizations.

The MADTECH.AI™ Platform is cloud-based, supports real-and-near real-time data and analytics, available on-demand, and is composed of Ten Pillar’s:

Data Sources (MarTech, AdTech and DataTech plus disparate data like sales, financials and operations)
iPaaS (Self-service data integration for streamlined operations which helps in data wrangling & transformations)
Data Warehouse (AWS cloud-based, multi-node, multi-core, virtually infinitely scalable, secure and

cataloged)
AI (Conversational AI, Anomaly Detection, Machine Learning)
Data Science (comprehensive algorithms, statistical predictive models and sandbox)
BI Visualizations (Enterprise and Campaign: Analytics, Data Visualization, Reports, and Alerts)
Web App (includes the GUI, Load Balancers, Gateway, etc.)
Marketplace (Access our partners' services/plugin through MADTechAI)
Security (Where the platform is hosted, security protocols are implemented)
Global Support (24/7/365)

The Platform has its own data warehouse and pre-built and customizable data integrations, dashboards and scorecards to support C-levels and their reports, include V.P.s, Directors, Managers, Team Leaders and line operators with need for comprehensive top-down and bottom-up data, information and actionable insight.

1.2 Free Trial Requirements and Limits

You will receive a Free Trial of MADTechAI™ only if you agree to this Agreement for a limited time only as defined by MADTECH.AI Inc. Free Trial duration may change from time to time and is solely determined by MADTECH.AI Inc.

Free Trial will provide you the ability to test a data integration displaying the data via a pre-determined set of standard visualization templates. The Free Trial offering is subject to change at the discretion of MADTECH.AI Inc.

You agree to not use the Free Trial in any manner that substantially exceeds typical use projections, including but not limited to storage and bandwidth consumption.

We may change the limits that apply to your use of the MADTechAI™ Free Trial at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other Product Licenses for which you pay us a fee.

You may convert a Free Trial at any time to a paid Platform License upon notification to MADTechAI™ at support@madtechai.com.

1.3 Modifications

We may make changes to the MADTechAI™ Free Trial offering that materially reduce the functionality provided to you during the Free Trial.

1.4 Non-Renewal Notice Period

To discontinue the Free Trial under this Agreement, you or we may close your account in accordance with the General Terms.

1.5 Retrieval of Customer Data

If you want to export Customer Data during your License Term, you can retrieve Customer Data by following the instructions at the following: [MADTECH.AI FAQs](#).

If you need help retrieving your Customer Data during the License Term, we will provide reasonable assistance to you, at your cost, and in accordance with the 'Confidentiality' section of the General Terms.

We strongly recommend retrieving your Customer Data prior to the end of your License Term; for the MADTechAI™ Free Trial, we will not provide you with any access to Customer Data after termination or expiration of the Free Trial.

1.6 Unified Database

By using MADTechAI™, you understand that all Contact Information will be stored in a unified database of Contacts associated with your License, and that all workflows you use will pull from this unified list of Contacts.

2. AI PRODUCTS

We may offer products, features, or tools as part of the Product License that are powered by artificial intelligence, machine learning, or similar technologies (collectively, "AI Products"). The terms in this section govern your use of the AI Products within MADTechAI™.

They do not apply to the use of any Third-Party Products that are powered by artificial intelligence, machine learning, or similar technologies.

The AI Products may be provided to you as a Beta Service, and if so, the [MADTECH.AI Terms & Conditions](#) also apply. Additional information is available in [MADTECH.AI FAQs](#), which is not incorporated into the Agreement but provided for your reference.

2.1 Input and Output

You are responsible for any text, images, or other content you upload or submit to the AI Products ("Input") as well as the text, images, or other content generated by the AI Products based on your Input ("Output"). You will ensure that your use of the AI Products, including Input and Output, complies with our Agreement and with applicable law. You acknowledge that (i) although Input may be Customer Data or Customer Materials, you should not include any information in your Input that you're restricted from using or sharing (for example, third party confidential information); (ii) Output will not be Confidential Information (except to the extent it is Customer Data); and (iii) Output may not be accurate or reliable, and you should independently review all Output before using or sharing it.

2.2 Ownership and Rights

Between you and MADTECH.AI Inc., you retain all rights you may have to use and exploit your Output and we retain all ownership in and to the AI Products, including but not limited to all algorithms or models and aggregated results of developing AI Products. This means you can use your Output for any lawful purpose, including commercial purposes such as sale or publication.

You acknowledge that Output may not be unique across users and that the AI Products may generate the same or similar Output for you or a third party. For example, you may provide Input into an AI Product such as "What color is the sky?" and receive responses such as "The sky is blue." These responses are not unique to you and you may not claim ownership in them.

2.3 AI Service Providers

We provide some elements of the AI Products through third party service providers (“AI Service Providers”). You acknowledge that your Input and Output, including Customer Data, will be shared with and processed by our AI Service Providers, to enable your use of our AI Products, for content moderation, and other business purposes consistent with this Agreement.

You may not use the AI Products in a manner that violates any terms or policy of any AI Service Provider.

2.4 Availability and Modifications

We do not guarantee the availability of the AI Products in any or all geographical areas. Notwithstanding anything to the contrary in this Agreement, any production downtime impacting the AI Products that results from a failure of a third party service provider will not be included in the Service Uptime Commitment.

Notwithstanding anything to the contrary in our Terms of Service or these Product Specific Terms, we may make changes to the AI Products that materially reduce the functionality provided to you during the License Term or change the limits that apply to you at any time in our sole discretion.

3. SERVICE UPTIME COMMITMENT

3.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions will apply:

"Downtime" means a critical full outage/severe issue that constitutes a catastrophic problem causing complete inability to use the License Service, excluding Free Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the License Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the License Service; (iii) interruptions or delays in providing the License Service resulting from telecommunications or internet service provider failures outside of our data center as measured by our third party website availability monitoring provider; (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the License Service; and (v) unavailability while we perform maintenance on the License Service when necessary, in MADTECH.AI Inc.'s sole, reasonable discretion.

"Service Uptime" means $(\text{total hours in calendar month} - \text{Excluded duration} - \text{Downtime duration}) / (\text{total hours in calendar month} - \text{Excluded duration}) \times 100\% = \text{Service Uptime}$.

3.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.95% for our License Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet Service Uptime commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.95% in a given calendar month, Customer will be entitled to receive a

credit equal to the prorated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.95%. The credit will be applied against an invoice or charge for the following renewal License Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month in which MADTECH.AI Inc. did not meet the Service Uptime of 99.95%. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.

4. CUSTOMER SUPPORT

If you pay us a License Fee for MADTechAI™, your Users with a paid Seat can select from support options available within the Platform, at no additional cost

4.1 Email Customer Support

Email Support is provided during regular ET hours only at support@madtechai.com. We attempt to respond to email and in-Platform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of MADTECH.AI Inc. representatives.

4.2 Support Limitations

Issues resulting from your use of API's or your modifications to code in the Platform License may be outside the scope of support. We will only provide support for integrations which are listed in-app as being supported by MADTECH.AI Inc.

4.3 Free Trial

If you do not pay a License Fee, support is available to you through [MADTECH.AI FAQs](#).

Governing Law; Jurisdiction

This Agreement shall be governed by the laws of the State of Florida, and each party submits to exclusive jurisdiction and venue in the courts located in Florida.