



## MASTER SERVICES AGREEMENT (MSA)

This is an agreement (an "**Agreement**") between [CUSTOMER FULL LEGAL NAME], a [STATE & COMPANY TYPE] having its principle place of business at [ADDRESS] ("**Customer**"), and **SAMURAI DATA ANALYTICS, LLC**, a Delaware limited liability company having its principle place of business at 99 Wall Street, Ste 2455, NY, NY 10005 ("**Samurai**"), (Samurai and the Customer are each sometimes referred to herein as a "**Party**" and, collectively, as the "**Parties**"), and shall have an Effective Date equal to the latter of the two dates as set forth by the Parties on the signature page herein (the "**Effective Date**").

### **RECITALS:**

A. Whereas Samurai has developed certain proprietary analytical software, data products, market intelligence solutions, trading signals and trading strategies (collectively, the "**Product**") for which Samurai receives sufficient Data (as defined herein), the results, content and purpose of which are presented in the form of and delivered to Customer as specified in one or more ordering documents signed by the Parties, including any exhibits thereto (each, an "**Order Form**," which are incorporated by reference herein) (the "**Service**"); and

B. And Whereas Customer is a brokerage firm, registered investment advisor, hedge fund, family office, institutional investor, professional securities trading firm, asset owner, asset allocator, fund of funds administrator, pension fund, stock exchange, or a firm otherwise governed by National Securities Laws, Exchanges or Regulatory oversight that facilitates the buying and selling of financial securities and wishes to utilize the Service to augment the research methods it currently employs when engaging in the purchase and sale of, or providing advice to its investor clients regarding the purchase and sale of, financial securities (the "**Intended Purpose**").

NOW THEREFORE in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration now delivered by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

### **1. Composition of Agreement.**

This agreement includes this Master Services Agreement ("**MSA**") and any Order Form(s) that refer to this MSA, and together constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all proposals and prior discussions and writings between the Parties with respect thereto (the "**Agreement**"). This Agreement cannot be altered, amended or modified except in writing that is agreed to by an authorized senior representative of each Party. Any term not defined herein shall have the definition ascribed thereto in the accompanying Order Form(s). The Recitals set forth above are incorporated in, and made a part of, this MSA as if set forth at length herein.

### **2. Definitions.**

2.1 "**Order Start Date**" shall be the date defined in the applicable Order Form(s) attached hereto;

2.2 **"Data"** means market data and other information that has been made available by or received from stock exchanges or data aggregators relating to: (i) eligible securities or other financial instruments, markets, products or indices; (ii) activities of stock exchanges' listed securities, or; (iii) other information regarding a stock exchanges' listed securities.

2.3 **"Initial Term"** has the meaning set out in the Order Form.

2.4 **"Support Services"** means the maintenance and support services provided pursuant to Exhibit A, attached hereto.

### **3. Delivery, Term & Support Services.**

3.1 **Delivery of Services.** Services are acquired from Samurai by using Order Form(s). Each Order Form shall be in Samurai's standard form and must be executed by both Samurai and Customer prior to becoming effective. Upon each Order Form becoming effective, it shall form a part of this MSA and be governed by the terms and conditions contained herein.

3.2 **Term and Renewal.** This Agreement commences on the Order Start Date and continues in full force and effect for the period of time identified in the Order Form(s) that the Service and/or Product is to be utilized for the Intended Purpose as provided in this Agreement (the **"Initial Term"**), unless earlier terminated as provided herein or otherwise provided in the Order Form(s). At the end of the Initial Term, this Agreement will automatically renew for successive renewal terms (each a **"Renewal Term"**, and together with the Initial Term, the **"Term"**) of length equal to the Initial Term, provided that either Party may elect to discontinue the Agreement at the expiration of the then-current Term by providing notice of discontinuance at least ninety (90) days prior to the expiration of the then-current Term.

3.3 **Limited License.** The Service is licensed and not sold. Subject to the terms and conditions of each Agreement formed hereunder, any accompanying Order Form and payment of the Fees (as defined herein), Samurai grants to Customer throughout the Term a revocable, non-transferable, time limited, personal, and non-exclusive license to use, distribute, transmit, broadcast and perform the Service in support of the Intended Purpose. Customer may not provide the use or benefit of the Service or any analytics reports obtained therefrom for or on behalf of any third Party without Samurai's prior written consent. Samurai grants no other rights than those explicitly granted herein, and Customer shall not exceed the scope of its license.

#### **3.4 Termination and Suspension.**

(a) Either Party may terminate any Agreement formed hereunder immediately upon written notice if any of the following events occur:

(i) the other Party materially breaches or materially fails to perform any of its obligations under an Agreement, and such breach or failure to perform remains unremedied (if capable of being remedied) for a period of thirty (30) days after the other Party has been given written notice thereof; or

(ii) the other Party becomes bankrupt, insolvent, makes a composition or arrangement with its creditors, has a receiver, administrator, administrative receiver or other encumbrancer take possession of or control over any substantial part of its assets, or otherwise undergoes any event analogous to any event referred to above in any jurisdiction.

(b) Upon termination or expiration of:

- (i) any Service, Customer will (A) no longer have any rights to receive or use any terminated or expired Service; and (B) pay all unpaid Fees (as defined herein) and expenses incurred for Service received or used prior to termination/expiration, and any applicable taxes, and; (C) pay all Fees that would have become payable during the remainder of the term in which the termination takes effect, and;
- (ii) this Agreement, then (A) Customer shall, at Samurai's option, promptly return to Samurai all copies of any tangible and intangible materials reflecting or constituting the Samurai Confidential Information and any Samurai Product or destroy all copies in its possession. Upon request, Customer shall certify to Samurai in writing that it has complied with the foregoing; and (B) Samurai will destroy all copies of Customer Confidential Information in Samurai's possession pursuant to Samurai's standard destruction processes. Upon request, Samurai shall certify to Customer in writing that it has complied with the foregoing. Notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control, a Party may retain the other Party's Confidential Information (a) in tangible form, in its then current state solely to the extent and for so long as required by applicable law, rule or regulation; and (b) in electronic form, in its backups, archives and disaster recovery systems until such Confidential Information is deleted in the ordinary course. All such retained information and materials will remain subject to all confidentiality requirements of this MSA.

(c) If at any time Samurai:

- (i) determines, in its sole discretion, that provision of any aspect of any Service or Samurai Product, or any equipment or facilities necessary to provide same will contravene any local, state, national or international law or regulation or major carrier use policies;
- (ii) determines that action is necessary to prevent or protect against fraud, or otherwise protect the Service or Samurai Product or any of its equipment or facilities from abuse or degradation or to protect its personnel or other Customers (including, without limitation, in the event that Customer is being investigated or prosecuted by a government or regulatory agency);
- (iii) is unable to secure the necessary services, equipment or facilities to provide Customer with the Service or Samurai Product; or
- (iv) Customer is in breach of Section 4; then Samurai may immediately and without notice or liability to Customer terminate this MSA, or any Agreement formed hereunder, or suspend or disable Customer's (and its users') access to and receipt of the Service. Except with respect to termination for any of the reasons specified in Section 3.4(c)(1v), if Customer has pre-paid any Fees for the period following the effective date of such termination, Samurai shall, without further liability to Customer, refund to Customer on a pro rata basis the unearned/unamortized Fees allocable to such terminated Service.

(d) The provisions of Sections 4, 5, 6 and 7 shall survive the termination of this MSA. In addition, the provisions of this Agreement that, either expressly or by their nature, are intended to remain in effect beyond the termination of this MSA, shall survive its termination.

3.5 **Lack of Data.** Customer acknowledges that the Product and Services are completely dependent on the availability of sufficient Data. If at any time any stock exchange or data aggregator ceases to make its Data available to Samurai on reasonable terms for any reason whatsoever, Samurai may permanently suspend, discontinue, place limits on or disable the Services or any portion thereof. Any such termination, suspension, discontinuance or disablement shall be at no cost, expense or liability to either Party to any Agreement formed hereunder.

3.6 **Support Services.** If Support Services are associated with this MSA, as identified in the Order Form(s), Samurai shall make reasonable efforts to provide Support Services in material conformance with the standards provided in Exhibit A for the Support Level identified in the Order Form(s), so long as Customer (i) has paid applicable Fees (as defined herein), (ii) is using the Service and/or Product for the Intended Purpose, and (iii) is otherwise in compliance with this MSA. Notwithstanding anything to the contrary herein, Support Services will terminate automatically upon termination of this Agreement.

#### 4. **Fees and Payment.**

4.1 **Fees.** Customer shall pay to Samurai the fees (the "Fees") plus applicable taxes, as specified, and in accordance with the terms of the applicable Order Form within thirty (30) days of the date of the applicable invoice.

4.2 **Credit.** Samurai may at any time perform a credit analysis of Customer. Customer shall provide any credit information reasonably requested by Samurai. Following such credit analysis, Samurai may, in its sole discretion, require Customer to pay the total Fees, or any portion thereof, in advance of providing Services and/or require other assurances to secure Customer's payment obligations under each Agreement.

4.3 **Taxes.** In addition to the Fees, Customer shall be responsible for paying any applicable sales, use, excise, value added, or similar sales taxes or assessments imposed upon the Service by any federal, provincial/state, or local government authority, exclusive of taxes based upon Samurai's income or payroll.

4.4 **Interest.** In the event of any failure by Customer to make any payment under this Agreement, Customer shall be responsible for all reasonable expenses (including legal fees) incurred by Samurai in collecting such amounts. Any late payments shall accrue interest at the rate of one and a half percent (1½%) per month (or the highest rate permitted by law, if less).

4.5 **Renewal.** Fees shall automatically increase by three percent (3.00%) upon the commencement of each Renewal Term.

4.6 **Disputes.** Except to the extent precluded by applicable law: (i) any Parties to an action brought hereunder shall be individually named, and Customer hereby waives any right it may have to litigate any such matter on a class or consolidated basis, or on bases involving disputes brought on a purported representative capacity; and (ii) the Parties hereby irrevocably waive any right they may have to trial by jury.

#### 5. **Warranties, Liability and Indemnity.**

5.1 **EXCLUSIONS OF WARRANTIES AND CONDITIONS.** SAMURAI PROVIDES THE SERVICE AND ANY ANALYTICS REPORTS OBTAINED THEREFROM ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAMURAI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, AND THERE ARE NO CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR

PURPOSE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) ARISING OUT OF OR RELATED TO ANY AGREEMENT FORMED HEREUNDER OR THE SERVICE OR ITS PERFORMANCE OR FAILURE TO PERFORM, INCLUDING, WITHOUT LIMITATION, THAT COLLECTION, STORAGE AND ANALYSIS OF ANY DATA OR THE ANALYTICS REPORTS OBTAINED THEREFROM WILL BE ACCURATE AND/OR COMPLETE. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ITS AND ITS AUTHORIZED USERS' USE OF THE SERVICE AND ANY ANALYTICS REPORTS OBTAINED THEREFROM.

5.2 **Limitation of Liability.** IN NO EVENT SHALL SAMURAI BE LIABLE FOR ANY DAMAGES WHATSOEVER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY AGREEMENT FORMED HEREUNDER OR THE SERVICE OR IN CONNECTION WITH THE ANALYTICS REPORTS OBTAINED THEREFROM INCLUDING WITHOUT LIMITATION ANY DAMAGES INCURRED BY CUSTOMER AS A RESULT OF CUSTOMER'S USE OF THE ANALYTICS REPORTS AS THE BASIS, EITHER ALONE OR IN CONJUNCTION WITH OTHER RESEARCH, REPORTS OR ANALYSES OF ANY KIND PERFORMED BY CUSTOMER OR A THIRD PARTY, FOR RECOMMENDING OR EXECUTING THE PURCHASE OR SALE OF ANY FINANCIAL SECURITIES FOR CUSTOMER'S OWN BENEFIT OR ON BEHALF OF ANY THIRD PARTY OR IF SAMURAI DISCONTINUES ACCESS TO, IN WHOLE OR IN PART, THE SERVICE AT ANY TIME WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO SAMURAI.

5.3 **Samurai Indemnification.** Samurai hereby agrees to defend, indemnify and hold Customer (and Customer's officers, directors, employees and agents) harmless from and against any and all damages, costs, losses, liabilities and expenses (including reasonable outside lawyers' fees) ("**Losses**") resulting from, relating to or arising out of any claim, suit, action, proceeding or demand by a third Party ("**Claim**") (i) that the Service infringes upon a patent, copyright, trademark or other Intellectual Property Right of a third Party under the laws of the United States; (ii) regarding Samurai's breach of any law, rule or regulation applicable to its provision of the Service or (iii) the gross negligence, fraud or willful misconduct of Samurai or its employees, officers, directors, agents or contractors. THIS SECTION SETS FORTH THE COMPLETE LIABILITY OF THE PARTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

5.4 **Customer Indemnification.** Notwithstanding Section 5.3, Samurai shall have no liability hereunder and Customer hereby agrees to defend, indemnify and hold Samurai (and Samurai's officers, directors, employees and agents) harmless from and against any and all damages, costs, losses, liabilities and expenses (including reasonable outside lawyers' fees) resulting from, relating to or arising out of any claim, suit, action, proceeding or demand by a third Party of infringement to the extent based on: (a) the combination, operation or use of the Service and/or Product with any other research, reports or analyses of any kind performed by Customer or a third Party; (b) modification of any Service other than by Samurai or with Samurai's written approval; or (c) use of the Service in contravention of this MSA.

5.5 If all or a part of the Service is, in Samurai's opinion, likely to or does become the subject of a Claim of infringement of the rights of a third Party for which Samurai is liable to indemnify Customer under Section 5.3, then Samurai, at its option, may: (i) modify or replace the infringing or potentially infringing portion(s) to make it (them) non-infringing; or (ii) procure the right to permit Customer's continued usage of the Service in question. If neither of the foregoing options is reasonably available to Samurai, then Samurai may terminate the affected Agreement formed hereunder upon notice to Customer, with a pro rata refund of any unused prepaid Fees for the Service that were to be provided or made available to Customer after the effective date of termination.

## 6. **Confidentiality.**

6.1 **Confidential Information.** Each Party (the "**Receiving Party**") agrees that it shall not, at any time during or after any Term, disclose or disseminate to any other person or entity, or use except as

permitted by this MSA, any information regarding the business, data, processes, technology, software or products of the other Party (the "**Disclosing Party**") obtained during the course of performance under this MSA (the "**Confidential Information**"). Confidential Information shall not include information which: (i) is, or has become, publicly available without breach of this MSA or any other confidentiality obligation; (ii) has been given to the Receiving Party by a third Party with a legal right to so disclose; (iii) was known to the Receiving Party at the time of disclosure as evidenced by its written records; or (iv) was independently developed by the Receiving Party without reference to or use of the Confidential Information. The Parties hereto acknowledge that (A) the Confidential Information of Samurai shall include, but not be limited to, the Service and any related materials, the terms, conditions and pricing of each Agreement (including any applicable Order Form(s)), Samurai's methodologies, technology, infrastructure, security practices, policies, products, test results and reports, Samurai's third Party provider certificates and attestations, and Samurai's answers to any Customer security questionnaires and assessments, and (ii) the Confidential Information of Customer shall include, but not be limited to reports, documents, and any other non-public data provided by Customer to Samurai pursuant to the terms of this MSA.

6.2 Each Receiving Party (i) agrees that the Receiving Party has no right to use or retain the Confidential Information for any purpose other than to exercise its rights or carry out its obligations pursuant to each Agreement formed hereunder; (ii) shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the procedures that Receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care; and (iii) shall ensure that any Confidential Information obtained from the Disclosing Party shall be disclosed only to the Receiving Party's employees, contractors and agents on a "need-to-know" basis, and that such employees, contractors and agents shall be bound by an obligation of confidentiality similar to the obligations of Samurai and Customer under this Section 6.

6.3 Notwithstanding anything to the contrary herein, Receiving Party may disclose Disclosing Party's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party to seek an appropriate protective order; or (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business.

6.4 **Injunctive Relief.** The Parties agree that any breach by either Party or any of its officers, directors, or employees, of any provisions of this Section 6 may cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party will be entitled to seek injunctive relief as well as any and all other remedies at law or in equity.

## 7. **Intellectual Property Rights.**

As between the Parties, all right title and interest in and to the Service and any analytics reports obtained therefrom, the Samurai Product (including, without limitation, all Intellectual Property Rights and other proprietary rights therein) and any ideas, inventions, tools, routines, subroutines, processes, methods, designs and know-how, whether or not copyrightable or patentable, created or developed by Samurai in the performance of the Services ("**Intellectual Property**"), are and shall remain the sole and exclusive property of Samurai and its affiliates (collectively, the "**Intellectual Property Rights**"). This MSA does not grant any Intellectual Property Rights or license under any Intellectual Property Rights in or to the Service or any analytics reports obtained therefrom or the Samurai Product except as may be otherwise specifically stated herein. All rights not expressly granted by Samurai to Customer under this MSA are reserved. "**Samurai Product**" means the applications, the information technology infrastructure used by or on behalf of Samurai in performing and/or making available the Service, and any and all other technology, know-how, information, data, content, materials, and other property pertaining thereto.

## 8. **General.**

8.1 **Force Majeure.** Samurai will not be liable for delays caused by any event or circumstances beyond Samurai's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Samurai's employees), Internet service failures or delays, denial of service attack, or the unavailability or modification by third Parties of telecommunications or hosting infrastructure or third Party websites.

8.2 **Governing Law; Jurisdiction.** This MSA and each Agreement formed hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties irrevocably attorn to the exclusive jurisdiction of the federal courts of the United States located in the State of Ohio for the purposes of adjudicating any matter arising from or in connection with this MSA and each Agreement formed hereunder. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this MSA or any Agreement formed hereunder. This choice of jurisdiction does not prevent Samurai from seeking injunctive relief with respect to a violation of Intellectual Property Rights or confidentiality obligations in any appropriate jurisdiction.

8.3 **Waiver of Jury Trial.** Except to the extent precluded by applicable law: (i) any Parties to an action brought hereunder shall be individually named, and Customer hereby waives any right it may have to litigate any such matter on a class or consolidated basis, or on bases involving disputes brought on a purported representative capacity; and (ii) the Parties hereby irrevocably waive any right they may have to trial by jury.

8.4 **Customer Feedback.** Customer may from time to time provide suggestions, improvements, changes, specifications, test results, comments, or other feedback to Samurai with respect to the Service ("**Feedback**"). Samurai shall be free to use, disclose, reproduce, license or otherwise distribute, make available and exploit the Feedback as it sees fit, entirely without obligation or restriction on account of any Intellectual Property Rights or otherwise. Feedback, even if designated as confidential, shall not, absent a separate written agreement, create any confidentiality obligation on Samurai.

8.5 **Assignment.** Customer may not assign this MSA or Agreement formed hereunder without the prior written consent of Samurai. Samurai may assign this MSA and each Agreement formed hereunder without obtaining Customer's consent so long as such assignment is to an affiliate of Samurai, to a successor entity resulting from the merger or amalgamation of Samurai with one or more third Party, or to a purchaser of all of the shares in the capital of Samurai or of all or substantially all of Samurai's assets. This MSA and each Agreement formed hereunder shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

8.6 **Independent Contractors.** The Parties hereto acknowledge that Samurai and Customer are independent contractors and will have no power, nor will either Party represent that it has any power, to bind the other Party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other Party or in the other Party's name. Neither this MSA nor any Agreement formed hereunder will be construed as constituting Samurai and Customer as partners, joint venturers or agents or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party.

8.7 **Counterparts.** This MSA may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) or TIF format of this MSA is as effective as delivery of an original of this MSA.

8.8 **Currency.** All references in this MSA, or any applicable Order Form(s) to dollars, unless otherwise specifically indicated, are expressed in US currency.

8.9 **Severability.** Any term or provision of this MSA that is invalid or unenforceable in any situation or in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8.10 **Rights; Remedies.** Except as otherwise provided in this MSA, the Parties' rights and remedies under this MSA are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation."

8.11 **Headings.** The section and subsection headings used in this MSA are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the MSA.

8.12 **Entire Agreement.** This MSA, any applicable Order Form(s) and any policies or procedures that Samurai may adopt in respect of use of the Service (which may be updated from time to time) constitute the entire agreement and understanding between the Parties regarding the subject matter of this MSA, and supersede all prior agreements, understandings, documents and statements regarding such subject matter, and there are no inconsistent understandings or agreements other than those set out in this MSA. No amendment or modification of this MSA will be effective unless it is in writing and is executed by both Samurai and Customer. If Customer's internal procedures require the issuance of a purchase order, Customer will deliver such purchase order to Samurai, provided, however, that any standard terms and conditions pre-printed on or referenced in any such purchase order will be superseded and replaced by the terms and conditions of this MSA.

8.13 **Non-Exclusive Agreement.** The Parties hereto acknowledge that the entry into and execution of this MSA by Samurai shall in no way prohibit Samurai from providing or making available any application, Service, work product or Samurai Product to any other individual or entity (regardless of whether such individual or entity is a competitor of Customer).

8.14 **Waiver.** Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other Party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.15 **Notices.** Any and all notices required to be delivered hereunder shall be sent by email to the email address set forth in the Order Form ("**Email Notification**"), or by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to the address set forth in the Order Form ("**Mail Notification**"). Any such notification shall be deemed effective: (i) upon transmission when delivered by Email Notification; or (ii) when delivered by Mail Notification.

*(signature page follows)*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**Samurai Data Analytics LLC:**

Signed by:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**[CUSTOMER]:**

Signed by:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A**

### **SUPPORT SERVICES**

This Support Services schedule (this “**Schedule**”), attached to this Agreement as Exhibit A, describes the Support Services that Licensor will provide to Customer. All capitalized terms used herein are defined in either the Agreement or the “Definitions” section below.

Support Services consist of (a) Account Management, (b) Error Correction, (c) Updates, and (d) Feature Requests.

#### **A. Account Management**

Licensor will assign a customer success manager to serve as Customer’s point of contact. The customer success manager will be available to answer Customer’s questions and advise on how to get the most value from Licensor’s Products and service. Named contacts from Customer may contact the customer success manager via email and phone during Licensor’s business hours.

#### **B. Error Correction**

All Errors shall be reported to Licensor by emailing [support@samuraidata.com](mailto:support@samuraidata.com) or as instructed in the future by Licensor. Licensor shall make reasonable efforts correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by Licensor.

For Basic Support:

Priority 1 Errors – Licensor shall (i) provide an Initial Response within two (2) Business Hours during Business Hours or otherwise twelve (12) hours; (ii) initiate Management Escalation immediately during Business Hours or otherwise twelve (12) hours; and (iii) provide Customer with a Status Update within two (2) Business Hours or otherwise twelve (12) hours if Licensor cannot resolve the Error.

Priority 2 Errors – Licensor shall (i) provide an Initial Response within twenty-four (24) Business Hours; (ii) initiate Management Escalation within twelve (12) hours; (iii) provide Customer with a Status Update within twenty-four (24) Business Hours if Licensor cannot resolve the Error.

Priority 3 Errors – Licensor shall (i) provide an Initial Response within forty-eight (48) Business Hours (ii) initiate Management Escalation within seventy-two (72) Business Hours (iii) provide Customer with a Status Update within seventy-two (72) Business Hours if Licensor cannot resolve the Error.

For Premium Support:

All Errors – Licensor shall (i) provide an Initial Response within two (2) Business Hours during Business Hours or otherwise twelve (12) hours; (ii) initiate Management Escalation immediately during Business Hours or otherwise twelve (12) hours; and (iii) provide Customer with a Status Update within two (2) Business Hours or otherwise twelve (12) hours if Licensor cannot resolve the Error.

If Licensor believes that a problem reported by Customer may not be due to an Error in the Products, Licensor will so notify Customer. At that time, Customer may (1) instruct Licensor to proceed with problem determination at Customer’s expense as set forth below, or (2) instruct Licensor that Customer does not wish the problem pursued at its expense. If Customer requests that Licensor proceed with problem determination at its expense and Licensor determines that the error was not due to an Error, Customer shall pay Licensor, at Licensor’s then-current and standard consulting rates for all work performed in connection with such determination, plus reasonable, out-of-pocket related expenses actually and directly incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Software; or (ii) work performed after Customer has notified Licensor that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Licensor). If Customer instructs Licensor that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Customer’s instructions, Licensor may, at its sole discretion, elect not to investigate the error with no liability therefor. If Customer requests that Licensor proceed with problem determination at its expense and Licensor determines that the error was due to an Error, then Licensor shall be responsible for the cost of any such work.

#### **C. Updates**

Licensor shall provide Customer with any Updates to the Software that Licensor makes generally available to its customers, without any additional Fees, either by way of online download or another common physical medium.

#### **D. New Features**

Customer may submit requests for new features through its success manager, and if acceptable, Licensor shall be engaged and performed pursuant to an Order Form(s). All new features shall be considered within the definition of Software under the Agreement, and licensed pursuant to the terms of the Agreement. Licensor will inform customer, using commercially reasonable efforts, of the status of the development of the requested feature. If Licensor does not plan to build the requested feature, or if it plans to build the feature but on a timeline that is not acceptable to Customer, Licensor may, at its discretion, offer Customer the option to accelerate the development of the feature for a cost. Costs for accelerated feature development will depend on the feature being developed, and may include time, materials, and licensing fees and shall be previously approved by Customer.

#### **Exclusions**

Licensor has no obligation to support or provide maintenance with respect to or in the case of: (i) Products that are altered or damaged by a party other than Licensor; (ii) problems with the Products caused by Customer's negligence, abuse or misapplication, or unauthorized use of Products other than as specified in the Documentation or as approved by Licensor; (iii) problems with third-party software, network connectivity, database administration or Customer's System; or (iv) other causes beyond Licensor's control. Licensor shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Products due to a Workaround or maintenance.

#### **Definitions**

"Business Hours" are from 8 a.m. to 6 p.m., Eastern Time, Monday through Friday, excluding U.S. national holidays.

"E-mail support" means ability to make requests for technical support assistance by e-mail at any time (with reasonable efforts by Licensor to respond within one business day) concerning the use of the then current release of the Software.

"Initial Response" means the first contact by a Support Engineer after the incident has been logged and a ticket generated.

"Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of Licensor management that such Errors have been reported and of steps being taken to correct such Error(s).

"Priority 1 Error" means an Error that renders the Software completely inoperative E.g. Customer cannot access the Software.

"Priority 2 Error" means Customer can access the Software, however one or more significant features are unavailable.

"Priority 3 Error" means an error causing a feature to fail to fully function properly, but that does not prevent Customer from accessing a significant feature of the Software.

"Error" means a Priority 1 Error, Priority 2 Error and Priority 3 Error.

"Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of Customer regarding the progress of the Workaround or Fix.

"Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.