

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the offer execution date(the "Effective Date") between Pursuit Markets Inc. ("Pursuit"), and the Customer who executed the offer(with its Affiliates, as defined below, "Customer").

1. Services; Affiliates and Users. This Agreement will be implemented through one or more written order forms, including but not limited to any online order forms or payment pages submitted or accepted by Customer (each, an "Order Form") that set forth the applicable Pursuit product(s) and service(s) (the "Services"). Upon mutual execution or acceptance by Pursuit, each Order Form shall be incorporated into and form a part of this Agreement. Subject to a valid Order Form and Customer's compliance with the terms and conditions of this Agreement (including any limitations, restrictions, and payment obligations set forth on the applicable Order Form), Pursuit grants a nonexclusive, limited, personal, non-sublicensable, nontransferable right and license for Users (as defined below) to access and use the Services, including but not limited to any AI Output (as defined below), during the applicable Term (as defined below) solely (i) for the purpose of enabling Approved CRM Providers to manage Customer's customer relationship management and for the internal business purposes of Customer and (ii) in accordance with Pursuit's applicable official user documentation for such Services (the "Documentation"). Customer acknowledges and agrees that Customer is and remains fully liable for all acts and omissions of its Users. As used herein:

a. **"Affiliate"** means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest; (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party; or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists; and

b. **"Approved CRM Provider"** means a service provider engaged by Customer under terms that do not provide any rights (including, but not limited to, rights to use AI Output for product improvement or training artificial intelligence or machine learning models) for such service provider to use or disclose AI Output, and any derivatives thereof, whether or not aggregated or anonymized, other than as necessary for such service provider to provide the applicable products and services to Customer.

c. **"User"** means any of Customer or its Affiliates' authorized personnel who access the Services.

2. Customer Account. Each User will be required to provide Pursuit with certain information or data, including but not limited to username, password, or other similar credentials used to access the Services, in order to create an account ("Account Data"). Customer may be required to identify at least one administrative User to manage access to the Services and is responsible for ensuring that all Users (i) comply with the terms of this Agreement; (ii) provide accurate and complete Account Data; (iii) keep all Account Data updated; and (iv) refrain from using any Account Data, or account credentials belonging to another person, with the intent to deceive Pursuit or any third party or to otherwise access or use the Services in violation of this Agreement, including by impersonating another person or entity. Customer must notify Pursuit immediately of any discovered or otherwise suspected breach of security or unauthorized use of any of its accounts or Account Data and is solely responsible for (1) the activity that occurs using any Customer account or Account Data, including the acts or omissions of any person who accesses the Services using Account Data (even if Customer did not authorize such activity or use) and (2) keeping all Account Data secure. Pursuit shall use commercially reasonable efforts to maintain the security and integrity of the Services and the Submitted Data (as defined below), but Pursuit is not responsible to Customer for unauthorized access to Account Data, Submitted Data or the unauthorized use of the Services.

3. Submitted Data.

a. Definition. For purposes of this Agreement, **"Submitted Data"** shall mean any data, information, thought, idea, request or other material provided, uploaded or submitted by Customer to the Services.

b. Ownership. Customer owns and retains all right, title and interest in and to Submitted Data. Customer, not Pursuit, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use all Submitted Data, and Customer acknowledges and agrees that Pursuit shall have no liability with respect to the foregoing except as otherwise set forth herein.

c. **Rights to Submitted Data.** Customer shall, and hereby does, grant to Pursuit a non-exclusive, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to host, use, display, modify, copy, translate, transcribe, reproduce, distribute, create derivative works and process Submitted Data for the purposes of providing the Services and the creation of AI Output.

4. **AI Output.**

a. **Definition.** The parties acknowledge and agree that certain data, information and output made available to Customer or its Users in connection with the Services, including information provided in response to queries, prompts, inputs or Submitted Data, will be generated by artificial intelligence or machine learning (all such output, "**AI Output**").

b. **Generation and Use of AI Output.** Customer acknowledges and agrees that (i) Customer will not include any unnecessary or deceptive Submitted Data in connection with its use of the Services (including in an attempt to steer the Services to generate inaccurate results); (ii) due to the nature of artificial intelligence and machine learning, use of the Services may in some situations result in incorrect or inaccurate AI Output; (iii) Customer must verify the accuracy and appropriateness of any AI Output before relying on any such AI Output; (iv) relying upon any AI Output without first verifying accuracy with a qualified human could cause harm, including but not limited to legal, financial, and physical harm; and (v) Customer has no rights to any information, including AI Output, that is generated from the Services by or for other Pursuit users, regardless of any level of similarity to AI Output provided to Customer. Pursuit cannot control, and has no duty to take any action, regarding how Customer may interpret, rely on, or use any AI Output or what actions Customer may take as a result of having been exposed to AI Output, and Customer hereby releases Pursuit from all liability for Customer having acquired or not acquired AI Output through the Services except as otherwise set forth herein.

5. **Pursuit IP; Feedback.**

a. **Definition and Ownership.** Pursuit owns and retains all right, title, and interest in and to the Services, including any software which is distributed or otherwise provided to Customer hereunder (including but not limited to any software identified on an Order Form), Documentation, AI Output, and all data, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Pursuit for the purposes of this Agreement, including any copies and derivative works of the foregoing (collectively, "**Pursuit IP**"). Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Customer or any third party, by implication, waiver, estoppel or otherwise, any intellectual property rights or other right, title or interest in or to any Pursuit IP.

b. **Feedback.** Customer may (but is not obligated to) provide suggestions, comments or other feedback to Pursuit with respect to the Services ("**Feedback**"). Customer shall, and hereby does, grant to Pursuit a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to fully use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Pursuit's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, download content from, rent, lease, distribute, pledge, assign, or transfer any Pursuit IP; (iv) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (v) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (vi) run Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while Customer is not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (vii) use any tool that "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or any AI Output (through use of manual or automated means); or (viii) represent that AI Output is human-generated when it is not; (ix) bypass any measures Pursuit may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); or (x) use the Services or AI

Output (1) for the benefit of a third party or Third-Party Provider, (2) to build an application or product that is competitive with any Pursuit product or services, (3) to train artificial intelligence or machine learning models without Pursuit's express written consent, (4) in violation of any applicable local, state, national and foreign laws, treaties, rules, and regulations (including those related to data privacy, international communications, export laws, and the transmission of technical or personal data laws), or (5) in a manner that violates any intellectual property, contractual, or other proprietary rights or is otherwise not permitted in this Agreement.

7. **Third Party Services.** Customer may access or choose to integrate or use certain third-party websites, products, applications, services or other technology, and any related content, with or in connection with the Services ("***Third-Party Services***"). Pursuit has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, practices of or opinions expressed in any Third-Party Services or by any provider of Third-Party Services (a "***Third-Party Provider***"). Pursuit will not and cannot monitor, verify, censor or edit the content of any Third-Party Services. By using the Services, Customer releases and holds Pursuit harmless from any and all liability arising from Customer's use of or integration with any Third-Party Services. Except as otherwise set forth therein, Third-Party Providers shall not be considered Authorized Subprocessors as defined in the Addendum.

8. **Confidentiality; Data Privacy and Security.** Each party acknowledges and agrees that:

a. **Confidential Information.** A party's "***Confidential Information***" is any business, technical and financial information that is the confidential property of the disclosing party and its licensors, and either designated in writing as confidential or disclosed in a manner that a reasonable person would understand as confidential. Confidential Information does not include information that (i) is previously known to the receiving party without restriction on disclosure; (ii) is or becomes known to the general public through no act or omission by the receiving party; (iii) is disclosed to the receiving party by a third party without breach of any separate obligation; or (iv) is independently developed by the receiving party. Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information, and shall enter into written agreements with all Users, employees, consultants, and independent contractors who have access to Confidential Information containing obligations that are at least as protective of Confidential Information as this Agreement. If required by law, the receiving party may disclose Confidential Information, but will give adequate written prior notice of such disclosure to the disclosing party (to the extent legally permissible) to permit the disclosing party to intervene and request protective orders or other confidential treatment therefor.

b. **Privacy Addendum.** Each party acknowledges and agrees to comply with the U.S. Privacy Law Addendum ("***Addendum***"), available at <https://www.pursuit.us/privacy-law-addendum>, the terms and conditions of which are incorporated herein by reference. In the event of any conflict between this Agreement and the Addendum, the Addendum shall control.

9. **Fees; Payment.** Customer shall pay Pursuit fees as set forth in each Order Form ("***Fees***"). Unless otherwise specified in an Order Form, all Fees shall be invoiced in advance at the beginning of each Term (as defined below) and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from the date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer agrees and acknowledges that Submitted Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Pursuit's net income). All Fees paid are non-refundable and are not subject to set-off. Pursuit shall have the option, in its sole discretion, to increase the Fees at the start of each Renewal Term (as defined below) or solely as necessary to cover any increase in the costs of an applicable third party service required to provide the Services hereunder, at any point during the Term. Notwithstanding the foregoing, in the event Customer instructs Pursuit to submit a request for information or records, including but not limited to requests for records under the Freedom of Information Act, Customer acknowledges and agrees that Customer shall be responsible for all costs associated with such request and shall pay any such costs invoiced by Pursuit in accordance with this Section 9.

10. **Term; Termination.** This Agreement shall commence upon the date of the first Order Form and, unless earlier terminated as set forth herein, shall last until the expiration of all Order Forms. Each Order Form, unless otherwise specified therein, shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein (i) shall continue for the initial term specified on such Order Form (the "***Initial Term***") and (ii) following the Initial Term, shall automatically renew for additional successive periods of equal duration to the Initial Term (each, a

“Renewal Term”, and collectively with the Initial Term, the ***“Term”***) unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the then-current Term. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Pursuit may suspend or limit Customer’s or any User’s access to or use of the Services if (1) any Fees are more than sixty (60) days past due or (2) Customer’s use of the Services results in (or, in Pursuit’s sole discretion, is reasonably likely to result in) damage to or material degradation of the Services; provided that Pursuit shall use commercially reasonable efforts to provide notice to Customer describing the basis of such suspension. Pursuit shall reinstate Customer’s use of or access to the Services, as applicable, if Customer remediates the issue within thirty (30) days of such suspension (as determined in Pursuit’s sole discretion). All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, perpetual licenses, accrued payment obligations, ownership provisions, warranty disclaimers, and limitations of liability.

11. Representations and Warranties; Disclaimer.

a. Each party represents and warrants that it (i) is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (ii) has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (iii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

b. Customer represents and warrants to Pursuit that (i) Customer owns all rights, title and interest in and to the Submitted Data, or that Customer has otherwise secured all necessary rights in the Submitted Data for Pursuit to perform the Services, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy) and (ii) Customer and all Users granted access to the Services under this Agreement will not use the Services in violation of any laws or regulations.

c. Pursuit represents and warrants to Customer that (i) the Services will be provided in a professional and workmanlike manner and (ii) the Services will perform in accordance with the Documentation in all material respects. In the event that the Services fail to satisfy the warranty in the foregoing sentence, Pursuit will, at its own expense, and as Customer’s sole and exclusive remedy (1) promptly replace the Services with a solution that materially conforms to the Documentation, (2) promptly repair the Services so that they materially conform to the Documentation or (3) if Pursuit is unable to promptly replace or repair the Services, either party shall have the right to terminate the impacted Services. This Section 11.c sets forth Customer’s sole and exclusive remedy for breaches of the warranties contained herein.

d. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND PURSUIT IP (AND ANY PORTION THEREOF, INCLUDING AI OUTPUT) ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURSUIT DOES NOT WARRANT THAT THE SERVICES OR ANY PURSUIT IP WILL MEET CUSTOMER’S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. PURSUIT ADDITIONALLY MAKES NO GUARANTEES, WARRANTIES, OR PREDICTIONS REGARDING THE OUTCOME OF ANY PROPOSALS, BIDS, OR OTHER OFFERS GENERATED USING THE SERVICES. PRIOR RESULTS OF THE SERVICES, INCLUDING SUCCESSFUL PROPOSALS, BIDS, OR OTHER OFFERS, DO NOT GUARANTEE A SIMILAR OUTCOME. PURSUIT FURTHER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, OR COMPLETENESS OF ANY INFORMATION, INCLUDING BUT NOT LIMITED TO ANY AI OUTPUT.

12. Indemnification. Each party (***“Indemnitor”***) shall defend, indemnify, and hold harmless the other party, its Affiliates and each of its and its Affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the ***“Indemnitee”***) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (***“Losses”***), that arise from or relate to any third party claim that (i) the Submitted Data or

Customer's use of the Services or AI Output (in the case of Customer as Indemnitor) or (ii) the Services (in the case of Pursuit as Indemnitor), infringe, violate, or misappropriate any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with (1) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (2) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (3) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing indemnification obligations of Pursuit do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (a) not created or provided by Pursuit (including without limitation any Submitted Data); (b) made in whole or in part in accordance to Customer specifications; (c) modified after delivery, other than by Pursuit; (d) combined with other products, processes or materials not provided by Pursuit (where the alleged Losses arise from or relate to such combination); (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (f) Customer's use of the Services is not strictly in accordance herewith.

13. Limitation of Liability. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 6 (RESTRICTIONS) AND A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING; (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, REGARDLESS OF THE SOURCE OF ORIGIN; OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID OR PAYABLE BY CUSTOMER TO PURSUIT HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

14. Publicity. Customer hereby grants Pursuit a non-exclusive license to include Customer's name and standard logo within lists of customers utilizing Pursuit's products or services, both on Pursuit's public-facing website and in marketing and promotional materials. Additionally, from time to time, Customer also agrees to participate in case studies as reasonably requested by Pursuit.

15. Miscellaneous. This Agreement (including all Order Forms) represents the entire agreement between Customer and Pursuit with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Pursuit with respect thereto. In the event of any conflict between this Agreement and an Order Form, this Agreement shall control unless expressly stated otherwise in the applicable Order Form. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the State of New York. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery Services. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; pandemic; vandalism; accidents; sabotage; power failure; denial of Services attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement and (ii) Pursuit may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any

kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.