

Master Software and Services Agreement

This Master Software and Services Agreement (together with the applicable Order Form, the **"Agreement"**) sets forth the terms and conditions under which Sanas.AI Inc. (**"Sanas"**) will provide access to the Software to **Customer** (as defined below). By accessing or using the Software or entering into an Order Form that refers to this Master Software and Services Agreement, Customer agrees to be bound by the terms of this Agreement. Sanas and Customer may be referred to in this Agreement individually as a **"Party"** and, collectively, as the **"Parties."**

1. DEFINITIONS.

1.1 **"Affiliate"** shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purposes of this definition, "Control" means, with respect to any person or entity, the right to exercise or cause the exercise of at least fifty-one percent (51%) or more of the equity or other voting rights in such person or entity or the power to direct or cause the direction of the management or policies of such entity, whether through ownership, voting securities, contract, or otherwise.

1.2 **"Customer Content"** shall mean any information, data, content and other materials, in any form or medium, that Customer or a User provides to Sanas, or otherwise authorizes Sanas to access, in the course of accessing and using the Software. For clarity, Usage Data is not Customer Content.

1.3 **"Documentation"** shall mean written instructions, user and technical manuals, and any other materials, in paper, electronic or any other form, that describe the requirements, features, functions, support, maintenance and/or use of the Software if and as provided by Sanas to Customer.

1.4 **"Fees"** shall mean the fees payable by Customer for the applicable Software as set forth in an Order Form.

1.5 **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 **"License Parameters"** means the limits, volume or other measurement or conditions of permitted use for the Software as set forth in the applicable Order Form, including any limits on the number of Users permitted to use the Software and locations or servers in which the Software may be installed.

1.7 **"Open Source Components"** means any software component that is subject to any open source license agreement.

1.8 “**Order Form**” or “**Order**” shall mean a mutually executed order form or other mutually agreed upon ordering document which references this Master Software and Services Agreement and specifies the Software, Support and Maintenance Services and, if applicable, Other Services being provided by Sanas to Customer.

1.9 “**Other Services**” shall mean all technical and non-technical services performed or delivered by Sanas under this Agreement (if any), including, without limitation, implementation services training and education services required to deliver Software to Customer. Other Services will be provided as specified in an Order Form.

1.10 “**Sanas IP**” means (i) the Software, (ii) algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Software, Support and Maintenance Services and Other Services, (iii) Documentation, (iv) Usage Data, (v) all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and (vi) all Intellectual Property Rights in and to any of the foregoing.

1.11 “**Software**” shall mean Sanas’ proprietary software to which Customer is provided access, including any Updates provided by Sanas to Customer in accordance with this Agreement. Depending on the product type that is set forth in the Order Form, the software provides real-time accent translation, voice enhancement, or noise cancellation to improve communication and productivity.

1.12 “**Subscription Term**” shall mean that period specified in an Order Form during which Customer will have access of the Software pursuant to such Order Form .

1.13 “**Support and Maintenance Services**” means the maintenance and technical support provided to Customer in accordance with this Agreement.

1.14 “**Update**” means any update, upgrade, release, or other adaptation or modification of the Software that Sanas may provide to Customer from time to time during the Subscription Term, which may contain, among other things, error corrections, improvements, or other changes to the fSoftware.

1.15 “**Usage Data**” shall mean query logs and any data (other than Customer Content itself) relating to the operation and support of the Software or Customer’s use of the Software.

1.16 “**User**” shall mean the persons designated and granted access to the Software by or on behalf of Customer, including its and its Affiliates’ employees or contractors.

2. SOFTWARE ACCESS AND USE.

2.1 License Grant for Software. Subject to the terms and conditions of this Agreement, and the terms set forth in an Order Form, during the Subscription Term, Sanas hereby grants to Customer and its Affiliates a limited, revocable, non-exclusive, worldwide, non-sublicensable, non-transferable (except in compliance with Section 14.10) license to install, access and use the Software solely for Customer's own internal business purposes in accordance with, and subject to, the Documentation and License Parameters. Customer acknowledges that the Software contains certain Open Source Components and that Customer's use of the Open Source Components is subject to the open source software license that accompanies the Open Source Component.

2.2 Customer Affiliates.

2.2.1 Customer may permit its Affiliates to serve as Users, if agreed upon in advance with Sanas and additional fees may be applicable, in compliance with the following:

2.2.2 Any use of the Software Services by each such Affiliate is solely for the benefit of Customer or such Affiliate and is subject to the terms of this Agreement.

2.2.3 Affiliates shall be informed by the Customer about the restriction on the use of the Software Services, in accordance with the terms of this Agreement, and shall not engage in any activities prohibited under this Agreement.

2.3 License Restrictions.

2.3.1 Customer shall not, and shall not permit any third party to:

2.3.1.1 use the Software or Documentation except to the extent permitted herein;

2.3.1.2 reverse engineer, decompile, disassemble, or otherwise attempt to discover or obtain the source code or underlying structure, ideas, or algorithms of the Software;

2.3.1.3 adapt, alter, translate, create derivative works of, copy, or otherwise modify the Software or Documentation ;

2.3.1.4 alter or remove any proprietary rights notices or legends appearing on or in the Software, or Documentation;

2.3.1.5 use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person; and

2.3.1.6 use the Software or Documentation or any other Sanas' Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that competes with the Software.

2.3.2 Customer shall use the Software Services in compliance with all applicable laws, regulations, and rights.

2.3.3 For the avoidance of doubt, Customer shall have no rights to any source code for the Software.

2.3.4 **Users.** Customer shall ensure each User complies with all applicable terms and conditions of this Agreement and be responsible for acts or omissions by Users in connection with their use of the Software. Customer shall, and shall require all Users to, use all reasonable means to secure user names and passwords, hardware and software used to access the Software in accordance with customary security protocols, and will promptly notify Sanas if Customer knows or reasonably suspects that any user name and/or password has been compromised.

2.3.5 **Minimum Technical Requirements.** Customer shall be responsible for obtaining, providing and maintaining the Authorized Equipment (as defined below) and any computer systems, networks, telecommunications systems, internet access, third party services, equipment, hardware or any other materials or conditions required to meet the minimum technical requirements specified by Sanas in order to operate the Software on the Authorized Equipment. Sanas shall have no liability under this Agreement for any damages arising, in whole or in part, from Customer's non-compliance with the foregoing requirements of this Section. "**Authorized Equipment**" means computer hardware equipment, conforming to specifications provided by Sanas, that (i) is owned or controlled by Customer or, where expressly permitted by Sanas, a Customer's Affiliate and (ii) contains the Software.

2.3.6 **Updates.** During the Subscription Term, Sanas will provide Customer with all Updates that Sanas may, in its sole discretion, make generally available to its customers at no additional charge. Customer will install all Updates as soon as practicable after receipt, and in any event, within the timeframe directed by Sanas, if applicable.

3. AVAILABILITY; SUPPORT AND MAINTENANCE SERVICES.

3.1 **Availability.** Sanas shall undertake commercially reasonable efforts to make the Software available in accordance with the Service Level Agreement available at <https://www.sanas.ai/service-level-agreement> ("**SLA**"), which is hereby incorporated by this reference.

3.2 **Support and Maintenance Services.** During a Subscription Term and subject to the terms and conditions of this Agreement, Sanas shall provide Support and Maintenance Services to Customer for the Software in accordance with the SLA.

4. CONFIDENTIALITY.

4.1 **Definition.** As used herein, “**Confidential Information**” means any information that one Party (the “**Disclosing Party**”) provides to the other Party (the “**Receiving Party**”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Software and the Documentation will be deemed Confidential Information of Sanas. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

4.2 **Obligation.** The Receiving Party agrees: (i) will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; (ii) not to disclose to any third person any such Confidential Information, except to those employees, representatives, or contractors of the Receiving Party with a bona fide need to have access thereto for purposes of this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Receiving Party takes with its own confidential information, but in no event less than reasonable precautions.

4.3 Compelled Disclosure.

4.3.1 In the event the Receiving Party is required under applicable law or regulation, or pursuant to a court or administrative order, to disclose Confidential Information of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to: promptly give notice, if permitted, to the Disclosing Party in order to enable the Disclosing Party to seek a protective order or other remedy. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information of Disclosing Party in such circumstances.

4.4 Return or Destruction of Confidential Information.

Upon termination of this Agreement and otherwise upon written request by the Disclosing Party, the Receiving Party shall immediately return or destroy (at the Disclosing Party’s option) all Confidential Information of the Disclosing Party in its possession or control, including permanent removal of such Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in the Receiving Party’s possession or under the Receiving Party’s control, and at the Disclosing Party’s request, certify in writing to the Receiving Party that

the Receiving Party's Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 **Sanas IP.** Customer acknowledges and agrees that, subject to the limited rights expressly granted hereunder, Sanas alone (and its licensors, where applicable) will retain all right, title and interest in and to the Sanas IP, including all Intellectual Property Rights therein. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

5.2 **Customer Content.** Sanas acknowledges and agrees that Customer alone (and its licensors, where applicable) will retain all right, title and interest in and to the Customer Content, including all Intellectual Property Rights therein.

5.3 **Feedback.** From time to time Customer or its and its Affiliates' employees, contractors, or representatives may provide Sanas with suggestions, ideas, enhancement requests, feedback, or recommendations relating to the Software, which are hereby assigned to Sanas.

6. INDEMNIFICATION

6.1 By Sanas.

6.1.1 Sanas shall defend Customer and its Affiliates, and their respective employees, contractors agents or other representatives (each, a "**Customer Indemnitee**") from and against any claim, suit or proceeding brought by an unrelated third party ("**Claim**") alleging that Customer's use of the Software infringes or misappropriates any such third-party's Intellectual Property Rights, and shall indemnify and hold harmless the Customer Indemnitee against any damages and costs awarded against the Customer Indemnitee or agreed in settlement by Sanas (including reasonable attorneys' fees) resulting from such Claim.

6.1.2 The foregoing obligations do not apply if the underlying third-party Claim arises from or as a result of:

6.1.2.1 the Customer Content or Customer's specifications,

6.1.2.2 Customer's failure to install and use any Updates, or other enhancements, modifications, or updates to the Software, that have been provided by Sanas,,

6.1.2.3 Customer's use of the Software that is not strictly in accordance with this Agreement and related Documentation,

6.1.2.4 modifications to the Software by anyone other than Sanas, or

6.1.2.5 combinations of the Software with software, data or materials not provided by Sanas.

6.1.3 If Sanas reasonably believes the Software (or any component thereof) could infringe any third party's Intellectual Property Rights, Sanas may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue using the Software. If Sanas determines that neither alternative is commercially practicable, Sanas may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Sanas will refund to Customer a pro-rata portion of the Fees that have been paid for the unexpired portion. The rights and remedies set forth in this Section 6.1 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Software.

6.2 By Customer.

6.2.1 Customer shall defend Sanas, its Affiliates and their respective employees, affiliates, contractors agents or other representatives (each, a "**Sanas Indemnitee**") from and against (a) any Claim that the Customer Content infringes, misappropriates or otherwise violates any third party's Intellectual Property Rights or violates any applicable law or regulation; (b) any Claim that Customer's products or services required for use in conjunction with Software violates any applicable law or regulation; and (c) any Claim that Customer's use of the Software is in violation of this Agreement and, in each case, shall indemnify and hold harmless the Sanas Indemnitee against any damages and costs awarded against the Sanas Indemnitee or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

6.3 Indemnification Procedures. The Party seeking defense and indemnity (the "**Indemnified Party**") shall promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the other Party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought, and shall reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party shall have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

7. FEES

7.1 Orders.

7.1.1 Customer may place Orders either with Sanas.

7.1.2 All Software Services acquired by Customer shall be governed exclusively by this Agreement and the applicable Order Form.

7.1.3 Customer will pay Sanas the applicable fees as set forth on the Order Form (the “Fees”). Any undisputed Fees not paid when due shall accrue interest at the rate of 1.5% per month until paid in full.

7.1.4 Unless otherwise set forth in the applicable Order Form, Fees shall be billed annually in advance and payable in U.S. Dollars. Customer will be held to minimum commitments as specified in the Order Form.

7.1.5 Payment shall be due within 30 days from the invoice date.

7.1.6 Any billing disputes should be addressed to ar@sanas.ai

7.1.7 Sanas reserves the right to suspend access to the Software in the event of non-payment of undisputed Fees that remains uncured for more than thirty (30) days following written notice to the Customer. Sanas shall provide written notice to the Customer specifying the overdue amount and the intent to suspend. Access to the Software will be reinstated upon Sanas’s receipt of undisputed outstanding Fees in full.

7.1.8 Customer shall be solely responsible for all taxes, duties, levies, or similar charges that it is legally required to pay in connection with the purchase or use of the Software.

8. TERM AND TERMINATION

8.1 **Term.** The Term (“**Term**”) of this Agreement shall begin on the Effective Date and shall continue until terminated by either Party as outlined in this Section.

8.2 Termination for Cause.

Either Party may terminate this Agreement (including all Order Forms) if the other Party:

8.3.1 materially breaches this Agreement (including a failure to pay Fees) and fails to cure such breach within thirty (30) days after written notice thereof;

8.3.2 provides 14 days’ prior written notice to the other Party, if there are no outstanding Order Forms under which the Services are still being provided by Sanas to Customer;

8.3.3 ceases operation without a successor; or

8.3.4 seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days.

8.4 Effect of Termination.

8.4.1 Upon termination of this Agreement, all rights granted by Sanas to Customer under this Agreement with respect to the Software shall terminate. Within ten (10) days of termination of this Agreement, Customer will promptly return to Sanas or permanently erase from its devices and systems, at Sanas's sole option, all copies of the Software (including the Documentation) in its possession and certify in writing to Sanas that it has complied with the foregoing obligation. Customer agrees to provide certification of execution of this Article if requested by Sanas.

8.4.2 If Sanas terminates this Agreement due to a material breach (including a failure to pay Fees) by the Customer, then Customer shall immediately pay to Sanas all amounts then due under this Agreement, including those to become due during the remaining term of this Agreement, but for such termination.

8.5 Survival. All sections of this Agreement which by their nature should survive termination, including, without limitation, Sections 4-6, 8-12, and 14, shall survive any such termination.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Mutual Representations and Warranties.

9.1.1 Each Party represents and warrants to the other that:

9.1.1.1 It has the full power to enter into this Agreement and that this Agreement constitutes a legal, valid, and binding obligation of the Party, enforceable against it, and

9.1.1.2 This Agreement does not contravene, violate, or conflict with any other agreement of the Party with any third party.

9.1.2 Software Warranty.

9.1.2.1 Sanas warrants that, during the Subscription Term, the Software will materially conform to its published specifications described in the relevant Documentation.

9.1.2.2 Sanas shall use commercially reasonable efforts to, at Sanas' option, repair or replace the Software to correct any non-conformity with the warranty in Section 9.1.2.1. If Sanas determines that it is unable to do so in its discretion, Sanas may terminate this Agreement, in its entirety or with respect to the affected Software component, by providing written notice to Customer. In the event of any such termination, Sanas shall refund the Fees paid by Customer for the terminated Software for the unexpired portion of the Subscription Term. The rights and remedies set forth in this Section will constitute Customer's sole and exclusive remedy and Sanas's entire liability for any failure to meet the warranty set forth in Section 9.1.2.2.

9.1.3 Software Warranty Limitations.

9.1.3.1 The limited warranty in Section 9.1.2.1 and Sanas' obligations under Section 9.1.2.2 do not apply if the reported non-conformance arises from or as a result of:

9.1.3.1.1 Customer's breach of this Agreement;

9.1.3.1.2 any modification to the Software, except by Sanas or its authorized representatives or its contractors;

9.1.3.1.3 Customer's failure to use, install, operate, or maintain the Software in accordance with this Agreement and Documentation; or

9.1.3.1.4 Software is provided for beta, evaluation, or testing purposes.

10. WARRANTY DISCLAIMER.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SOFTWARE, SANAS IP, SUPPORT AND MAINTENANCE SERVICES, OTHER SERVICES AND ANYTHING PROVIDED BY SANAS IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, THE "**SANAS OFFERINGS**") ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SANAS (AND ITS AGENTS, AFFILIATES, LICENSORS, AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, SANAS (AND ITS AGENTS, AFFILIATES, LICENSORS, AND SUPPLIERS) HEREBY DISCLAIM ANY WARRANTY THAT USE OF THE SANAS OFFERINGS WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

11. LIMITATION OF LIABILITY.

11.1 **Special Damages.** IN NO EVENT WILL EITHER PARTY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SANAS OFFERINGS, THE DELAY OR INABILITY TO USE THE SANAS OFFERINGS OR OTHERWISE ARISING FROM THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11.1 Total Liability. EXCEPT FOR (I) FRAUD OR WILLFUL MISCONDUCT, (II) INTELLECTUAL PROPERTY VIOLATIONS OR (III) ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ITS USERS IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO SANAS UNDER THE RELEVANT ORDER IN THE TWELVE-MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED ("LIABILITY CAP"), REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT SANAS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. PRIVACY AND DATA PROTECTION .

Where applicable, Sanas will process personal data in accordance with, and for the purposes defined in, its Data Protection Agreement (DPA), available at <https://www.sanas.ai/data-processing-agreement>. The DPA forms part of this Agreement by reference and governs Sanas' obligations regarding the processing, and protection of personal data in connection with the Software Services.

13. BRANDING AND PUBLICITY.

The Parties may, by mutual agreement, engage in co-marketing activities from time to time. Any such activities, including the use of names, logos, or trademarks, shall be subject to prior written approval by the respective Party. Unless otherwise agreed in writing, each Party shall bear its own costs related to co-marketing, and no public statements or materials referencing the other Party or this Agreement shall be released without prior written consent of the other Party.

14. MISCELLANEOUS.

14.1 Force Majeure. Neither Party shall be responsible for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

14.2 Relationship of the Parties. The relationship of the Parties is one of independent contractors. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties hereto, nor shall either Party have the right, power, or authority to act on behalf of, or bind, the other Party.

14.3 Audit. Upon Sanas' request during the Subscription Term, Customer will provide Sanas with a certification signed by an officer of Customer verifying that the Software is being used in compliance with the terms of this Agreement. During the Subscription Term and for one year thereafter, (i) Customer will maintain complete and accurate records sufficient to demonstrate Customer's compliance with the

Software license and use restrictions of this Agreement, including compliance with the License Parameters, and (ii) Sanas reserves the right, upon reasonable prior notice to Customer, subject to Customer's standard security procedures and during Customer's normal business hours, to audit Customer's use and records with respect to the Software solely to verify compliance with the terms of this Agreement.

14.4 Modifications. Sanas may update or modify this Agreement from time to time. Sanas will use commercially reasonable efforts to notify Customer of any material changes. Updated terms will be posted on Sanas' website at www.sanas.ai and will become effective as of the stated effective date. Customer's continued use of the Software after such date constitutes Customer's acceptance of the revised Agreement.

14.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

14.6 Governing Terms: In the event of any conflict or inconsistency between the terms of this Agreement or Order Form as executed between Parties, the terms of the Order Form shall prevail solely with respect to the subject matter of that conflict or inconsistency.

14.7 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.8 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with laws of the State of Delaware, without reference to any conflicts of law principle that would apply the laws of another jurisdiction. The Parties expressly agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the New Castle County, Delaware and the Parties irrevocably consent to the personal jurisdiction and venue therein.

14.9 Notices. All notices relating to this Agreement shall be provided in writing (email is fine) and sent to the following addresses:

If to Sanas:

Attn: Legal Team

437 Lytton Ave, Ste 200, Palo Alto, CA 94301

email: legal@sanas.ai

If the Customer: the address provided in the Order Form.

The date of notice shall be the date of receipt.

14.10 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement binds and shall inure to the benefit of each of the Parties and their respective successors and assigns.

14.11 No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective successors and assigns.

14.12 Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Sections 4 and 5, in the case of Sanas, or, in the case of Customer, Section 2.3, as applicable, such that the other Party would suffer irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13 Export Regulation. Customer affirms that it is not named on, owned by, or acting on behalf of any U.S. government denied-party list, and it agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States ("**Export Laws**") to ensure that neither the Software, any Customer Content, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

14.14 Entire Agreement. This Agreement is the complete and exclusive agreement of the Parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to said subject matter.

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