



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), effective as of [REDACTED] (the “Effective Date”), is made by and between LIGHTBEAM.AI, INC., a corporation with a principal place of business at 4950 Hamilton Ave, Suite 202, San Jose, CA 95130 (“Lightbeam”), and [REDACTED], a company with a principal place of business at [REDACTED] (“Customer”), each a party (“Party”) to this Agreement. This Agreement shall govern Customer’s access to and use of the Lightbeam products and services purchased by Customer as listed in the applicable Purchase Order (collectively, “Services”).

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Services

1.1. License Grant. Subject to the terms of this Agreement, and in consideration for the payment of fees set forth on the applicable Purchase Order, Lightbeam hereby grants to Customer, solely during the term of the applicable Purchase Order, a non-exclusive, non-transferable license to access and use the Services solely for the Customer’s internal business purposes. This license is restricted to use by Customer and does not include the right to use the Services on behalf of any third party or any affiliates. Customer may access and use Lightbeam Services, and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agrees to accept Lightbeam’s privacy policy, located at <https://www.lightbeam.ai/privacypolicy>.

1.2. Prerequisites; Account Security. Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Services, and for paying all related third-party fees. Customer will receive a login name and password to log into and access the Services. Customer shall have sole responsibility maintain the security of its account and passwords and for all activities relating to Customer’s account. Customer shall immediately inform Lightbeam of any unauthorized use of the Customer’s account.

1.3. Third Party Applications. The Services may interact with and/or integrate with Third Party Applications (defined herein). Customer’s right to use these Third Party Applications is governed by the terms and conditions established by each Third Party Application provider with Customer and Customer shall remain solely responsible for ensuring compliance with such terms and conditions. Customer shall make any such Third Party Application available to Lightbeam as necessary to use the Service as contemplated in this Agreement, at all times in compliance with the terms and conditions established with such Third Party Application provider. Lightbeam shall not assume any responsibility for the Third Party Applications or for any data provided therein. “Third Party Applications” means online, Web-based applications or services and offline software products that are provided by third parties, and which interoperate with the Service.

### 2. Payment of Fees; Taxes

2.1. Fees. The fees for the Services are set forth in an applicable Purchase Order (“Fees”). Unless otherwise set forth in the applicable Purchase Order, which may include any Purchase Order issued by an authorized reseller of the Services, Customer shall pay all invoices within thirty (30) days after invoice receipt. Except as provided in Section 3.3 below, payment obligations are non-cancellable and all fees paid by Customer are non-refundable. Unpaid fees are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower, and/or suspension or termination of access to the Services by Lightbeam, at its sole option, upon providing written notice to Customer. Additional claims for payment default remain reserved.

2.2. Taxes. Fees are exclusive of taxes. Customer is responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to the net income of Lightbeam and any taxes or obligations imposed upon Lightbeam under federal, state and local wage laws.

### 3. Term and Termination



3.1. Term. This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with Section 3.2 below. The term of each Purchase Order for the Services shall be set forth on the Purchase Order.

3.2. Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Purchase Order (a) in the event of a material breach of this Agreement, or any Purchase Order, by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (b) if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of a Purchase Order shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Purchase Orders. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Purchase Orders then currently in effect.

3.3. Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Purchase Order, Lightbeam shall no longer provide the applicable Services to the Customer and the Customer's access rights to the Services and any other rights granted under this Agreement shall cease. All confidential Customer Data (defined below) will be deleted from the Services within thirty (30) days. Except as expressly provided herein, termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination. If the Purchase Order is terminated for any reason other than a termination as a result of Lightbeam's material breach, then Lightbeam shall be entitled to all of the Fees due under the applicable Purchase Order for the entire unexpired terminated portion of the term of such Purchase Order. If the Purchase Order is terminated as a result of Lightbeam's material breach, then Customer shall be entitled to a refund of the pro rata portion of any prepaid unused subscription fees or any other prepaid, unused fees paid by Customer to Lightbeam under this Agreement.

3.4. Survival. All sections of this Agreement which by their nature are reasonably intended to survive such termination or expiration of this Agreement and/or the respective Purchase Order shall survive, including but not limited to, accrued rights to payment, confidentiality obligations, warranties, indemnification obligations, limitations of liability, intellectual property, and the miscellaneous provisions at Section 10.

#### **4. Intellectual Property**

4.1. Lightbeam IP. The Services, including without limitation, software, code, forms, text and other materials, trademarks, service marks or logos contained therein, are owned by or licensed to Lightbeam. Customer's use of the Services is limited to the rights granted to Customer under this Agreement and Lightbeam reserves all rights not expressly granted herein. In the event Customer provides Lightbeam with Feedback, Customer hereby grants to Lightbeam an irrevocable, fully-paid up, non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Feedback in any medium or format, whether now known or later developed.

4.2. Customer Obligations and Restrictions. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of the Services, related documentation or data related to the Services; modify, translate, or create derivative works based on the Services; or reproduce, duplicate, copy, rent, lease, distribute, assign, sell, transfer, or encumber rights to the Services; or remove any proprietary notices or labels; or otherwise exploit for any purpose inconsistent with the limited rights granted to Customer under this Agreement.

4.3. Customer Data. "Customer Data" means data and information submitted by Customer directly or through the Third Party Applications to Lightbeam or accessible to Lightbeam through the Services. Subject to the license grant herein, Customer retains all right, title and interest in the Customer Data. Customer grants Lightbeam a non-exclusive, worldwide, and royalty-free license during the term of an applicable Purchase Order to use the Customer Data to provide the Services to Customer. Lightbeam shall in no way be responsible or liable for unauthorized use or disclosure of Personal Data by the Customer. "Personal Data" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and otherwise at minimum, Personal Data shall have the same meaning as personally identifiable information or personal data as such term is used under applicable Privacy Laws. Notwithstanding the foregoing, Customer grants Lightbeam a



perpetual right and license to Customer Data relating to the use and performance of the Services solely in an aggregate and anonymous form, provided that no personally identifying information is or can be revealed.

## 5. Confidential Information

5.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information, including but not limited to, business, technical or financial information, in whatever form or format, where such information should be reasonably understood, based on the nature of the information or the circumstances of its disclosure, to be proprietary or confidential ("Confidential Information"). For the avoidance of doubt, Confidential Information includes, with respect to Customer information, all Customer Data, which includes but is not limited to Personal Data and information that would be deemed confidential under Customer's internal data privacy policies and by applicable law and Confidential Information includes, with respect to Lightbeam, non-public information regarding features, functionality and performance of the Services.

5.2. The Receiving Party agrees: (i) to take the same precautions to protect Confidential Information as Receiving Party uses to protect its own information of similar nature and in no event less than reasonable care, and (ii) not to use Confidential Information except in performance of such party's obligations under this Agreement nor to divulge any Confidential Information to any third person except Receiving Party's personnel (including employees, contractors, and consultants) who have a need to know the Confidential Information for the purposes set forth in this Agreement and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information that is at least as protective of the Confidential Information as the Receiving Party's obligations hereunder. Receiving Party shall remain liable for any breach of this Section by its personnel as if such breach were Receiving Party's breach.

5.3. The foregoing confidentiality restrictions shall not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public, (b) was in its possession or known by it, prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party or (d) was independently developed without reference to or on reliance on the Confidential Information of the Disclosing Party. Notwithstanding the foregoing confidentiality restrictions, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.4. The parties acknowledge and agree any breach of this section may result in irreparable injury to the disclosing party for which monetary damages would be inadequate. In the event of any actual or threatened breach of this section, the non-breaching party may seek injunctive relief without the posting of a bond or demonstration of irreparable harm.

## 6. Warranty

6.1. Customer Warranty. Customer represents and warrants that: (a) it has all right and authority necessary to enter into and perform this Agreement, (b) it owns all right, title, and interest in and to all Customer Data provided to Lightbeam, or possesses the necessary authorizations to provide such Customer Data to Lightbeam, (c) Lightbeam's use of Customer Data will not violate Customer's own internal data privacy policies, the rights of any third party or any applicable laws and regulations, including data privacy, data protection, and data security laws, and (d) Customer has sufficient rights to permit the Services to link or interoperate with Customer's Third Party Applications.

6.2. Lightbeam Warranty. Lightbeam represents and warrants that: (a) it has all right and authority necessary to enter into and perform this Agreement, (b) it will perform the Services in a professional and workmanlike manner in accordance with generally prevailing industry standards and in accordance with the related documentation and this Agreement, (c) it owns all right, title and interest, or has a license to use, the intellectual property composing the Services, and (d) subject to Customer's use of the Services in compliance with the terms of this Agreement, Lightbeam's provision of the Services will not violate any applicable law or regulation.

6.3. No Other Warranty. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS SECTION 6, LIGHTBEAM PROVIDES THE SITE "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. LIGHTBEAM DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. LIGHTBEAM MAKES NO



WARRANTY REGARDING FEATURES OR SERVICES PROVIDED BY THIRD PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS IN THIS SECTION 6.3 ARE A MATERIAL PART OF THE AGREEMENT AND LIGHTBEAM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH DISCLAIMERS.

## **7. Indemnification**

7.1. Lightbeam Indemnity. Subject to Customer's performance of its obligations under this Agreement, Lightbeam shall, at its sole option, defend or settle, at its expense, any third party claim against Customer, its Affiliates and their respective officers, directors, employees and agents (collectively, the "Customer Indemnitees"), directly arising out of an assertion that the Services, as delivered by Lightbeam and used within the scope of this Agreement, infringe any patent or any copyright or other third party intellectual property right. If Lightbeam reasonably believes that all or any portion of the Services, or the use thereof, is likely to become the subject of any infringement claim, Lightbeam may, at Lightbeam's option and expense, (a) procure for Customer the right to continue using the Services in accordance with the terms hereof, (b) replace or modify the allegedly infringing Services to make them non-infringing or legal, provided that such replacement or modification does not degrade the Services, or, (c) if options (a) and (b) cannot be accomplished despite Lightbeam's reasonable efforts, then Lightbeam may terminate this Agreement upon written notice to Customer and refund to Customer any prepaid amounts for unused Services.

7.2. Exclusions. Lightbeam shall have no obligation under this section if and to the extent the claim or suit arises from: (a) Lightbeam's authorized use of the Customer Data, (b) modification of the Lightbeam Services other than by Lightbeam, (c) use of the Services in violation of this Agreement or applicable law, (d) the combination, operation, or use of the Services with any other product, program, software or service to the extent such combinations are not contemplated or required by this Agreement, (e) Customer's continued use of the Services after being informed of or provided with modifications that would have avoided the alleged infringement, (f) use of Services after Lightbeam notifies Customer to discontinue use of the Services because of an infringement claim, or (g) Customer's use of the Services that is not strictly in accordance with the rights granted in this Agreement. The foregoing shall be the exclusive remedy of Customer with respect to any alleged infringement by the Services of any third party's intellectual property rights.

7.3. Customer Indemnification. Customer will defend Lightbeam, its Affiliates and their respective officers, directors, employees and agents (collectively, the "Lightbeam Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the Lightbeam Indemnitees by a third party (a) alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (b) arising out of or attributable to Customer's misuse of the Services (each, a "Claim Against Lightbeam"), and will indemnify the Lightbeam Indemnitees from any damages, reasonable attorney fees and costs finally awarded against the Lightbeam Indemnitees as a result of, or for any amounts paid under a settlement of a claim against Lightbeam.

7.4. Indemnification Procedure. Each Party's obligation to indemnify the other party is conditioned on the Party seeking indemnification: (i) promptly (not less than thirty (30) days from notice of the claim) notifying the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, (ii) allowing the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim that requires the indemnified Party to admit fault without the indemnified Party's prior written consent, and (ii) giving the indemnifying Party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed.

## **8. LIMITATION OF LIABILITY**

8.1. Consequential Damage Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF; PROFIT, GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.



8.2. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 7) OR A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 5), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF LIGHTBEAM TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO LIGHTBEAM UNDER THE PURCHASE ORDER FOR THE SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN EACH ORDER FORM REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

## 9. System Maintenance and Support Service Levels

9.1. Lightbeam shall use commercially reasonable and good faith efforts to ensure that the Customer receives uninterrupted and continuing service throughout the term of the Agreement. Notwithstanding the foregoing, Lightbeam will not be responsible for any inaccessibility to the Services which: (a) results from scheduled downtime, which Customer is notified about in advance, (b) results from a failure of equipment, software or services under the direct control of Customer, (c) is caused by a third party vendor of Customer or (d) is a result of any force majeure event as described in Section 10.9 below.

9.2. Customer contact can support@lightbeam.ai to log any support ticket. Tickets are triaged through the Customer Success/Support team and the service level agreements (SLAs) are applied as follows:

- Sev 0 - 6 hours response time.
- Sev 1 - Next business day.

The severity (Sev) levels are defined as follows:

- Sev 0 - Significant Loss of functionality.
- Sev 1 - Moderate Loss of functionality.

## 10. Miscellaneous

10.1. Entire Agreement. Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties in regards to the subject matter herein. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals. are void and shall be of no force and effect regardless of whether they are delivered to Lightbeam prior to, concurrently, or after the execution of this Agreement. Performance by Lightbeam with respect to the Services shall not constitute acceptance of any additional or alternative terms and conditions nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

10.2. Amendment. This Agreement may only be amended in writing signed by authorized representative of both parties.

10.3. Waiver. A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is being enforced.

10.4. Governing Law; Arbitration. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, without reference to principles of conflicts of laws. To the extent allowed by law, Customer irrevocably agrees all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be San Francisco, California. The language of the arbitral proceedings shall be English (or as determined between the parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized to include in the award an allocation to any party of such costs and expenses, including reasonable attorneys' fees, as the arbitrator shall deem reasonable.



10.5. Legal Notices. All legal notices with respect to this Agreement shall be in writing, and delivered: (a) personally, (b) by nationally recognized overnight delivery service (charges prepaid), or (c) by registered or certified mail (return-receipt requested). Notices shall be deemed to have been given, as applicable: (a) when personally delivered, (b) the next business day after delivery to the overnight delivery service, or (c) three (3) business days after being deposited in the mail (first class postage prepaid). Notices to Lightbeam may be addressed to: Lightbeam, Attn: Legal Department, [4950 Hamilton Ave, Suite 202, San Jose, CA 95130], with a copy to legal@lightbeam.ai. Notices to Customer shall be sent to [REDACTED], Attn: \_\_\_\_\_, address: \_\_\_\_\_], with a copy to [EMAIL: \_\_\_\_\_].

10.6. Relationship of the Parties. This Agreement does not establish either party hereto as the agent or legal representative of the other, for any purpose whatsoever. Neither party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, and neither party shall represent itself to be the agent or legal representative of the other.

10.7. Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable, such provision shall be enforced only to the extent it is otherwise enforceable or is not illegal, and all such other provisions of this Agreement shall remain in full force and effect.

10.8. Assignment. This Agreement may not be transferred or assigned, in whole or in part, by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the other Party’s prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates on condition that such successor in interest agrees in writing to comply with all terms and conditions of this Agreement. Any attempt by a Party to assign this Agreement or delegate any of its rights or obligations under this Agreement other than in conformance with this Section 10.8 will be null and void.

10.9. Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the reasonable control of the non-performing Party (each a “Force Majeure Delay”).

10.10. Modifications to the Services. Lightbeam may make modifications to the Services or particular components of the Services from time to time, provided that such modifications do not materially degrade any functionality or features of the Services.

10.11. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The signatures of both parties need not appear on the same counterpart. Signatures to this Agreement transmitted by facsimile, by electronic mail, in .pdf format, or by any other electronic means, shall have the same effect as physical delivery of the original document.

Lightbeam and Customer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**LIGHTBEAM.AI, INC.**

{ [REDACTED] }

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: