

TERZO SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “**Agreement**”) is made and entered into between Terzo Technologies Inc. (“**Terzo**”) and the company or other legal entity identified on the Order Form to which this Agreement is attached (“**Subscriber**”). This Agreement sets forth the terms pursuant to which Subscriber will be permitted to use and access the Services (as defined below).

BY EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT (“**ORDER FORM**”), USING (OR MAKING ANY PAYMENT FOR) THE SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING ACCEPTANCE OF THIS AGREEMENT, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. IF SUBSCRIBER IS AN ENTITY, THE PERSON ACCEPTING THIS AGREEMENT ON BEHALF OF SUBSCRIBER REPRESENTS THAT SUCH PERSON HAS THE AUTHORITY TO BIND SUBSCRIBER TO THIS AGREEMENT. IF THE PERSON DOES NOT HAVE SUCH AUTHORITY, OR IF THE PERSON DOES NOT AGREE WITH THIS AGREEMENT, THEN THEY MUST NOT ACCEPT THIS AGREEMENT ON SUBSCRIBER’S BEHALF.

1. DEFINITIONS

1.1 “**Analytics Platform**” means the analytics visualization online software-as-a-Service platform provided by Terzo.

1.2 “**Authorized Users**” means Subscriber’s personnel allowed to use the Services as described hereunder.

1.3 “**Documentation**” means Terzo-provided user documentation, in all forms, related to the Services (e.g., user manuals and on-line help files).

1.4 “**Drive**” means Terzo’s online Service for the upload of documents containing Subscriber Data into the Intelligence Platform.

1.5 “**Fees**” means the fees and any other amounts due, as set forth on the applicable Order Form.

1.6 “**Intelligence Platform**” or “**Document Intelligence Platform**” means the artificial intelligence metadata extraction Service provided by Terzo.

1.7 “**Professional Services**” means any configuration, deployment, integration, guided services, consultation, training services, or similar services provided by Terzo under this Agreement whether billed separately or as a part of the Services on an Order Form.

1.8 “**Scope Limitations**” means the limitations on Subscriber’s use of the Services as specified in the Order Form.

1.9 “**Services**” means, collectively, any products, services, and/or data, made available by Terzo to Subscriber hereunder, including the Intelligence Platform, Analytics Platform, Documentation, Professional Services, Third Party Products, and any other services specified in an Order Form mutually agreed upon by the Parties in writing.

1.10 “**Subscriber Data**” means any non-public data submitted by Subscriber’s Authorized Users to Terzo as part of the Services, but does not include any information or data independently derived (which constitutes “**Usage Data**”) by Terzo through analysis of the Subscriber Data or Usage Data, to the extent such derived data does not itself contain Subscriber Data.

1.11 “**Third Party Products**” means the third-party specific products, services, or software as identified in the Order Form or Documentation.

1.12 “**Usage Data**” means any aggregated and anonymized data related to Subscriber’s use of the Services.

2. SERVICES

2.1 Provision of Services. Terzo shall provide the Services in accordance with the Order Form. Any change to the terms of this Agreement within an Order Form will apply only to the Services described therein.

2.2 Use of the Services. Subject to the terms and conditions of this Agreement, Terzo grants to Subscriber a limited, worldwide, non-exclusive, non-transferable right during the term of this Agreement for Subscriber’s Authorized Users to use the Services solely in connection with Subscriber’s internal business operations. Subscriber’s right to use the Services is subject to the Scope Limitations. Subscriber is responsible for maintaining the confidentiality of usernames, passwords, and account information of its Authorized Users and for ensuring its Authorized Users’ compliance with this Agreement.

2.3 Metadata. Terzo will populate the Analytics Platform with the Subscriber Data metadata extracted from those Subscriber documents which Subscriber identifies to be input into the Intelligence Platform, as contemplated in an Order Form and subject to a mutually agreed upon schedule.

2.4 Technical Support Services. Subject to Subscriber’s ongoing compliance with the terms of this Agreement (including timely payment of all applicable Fees), Terzo agrees to provide technical support to Subscriber per **Exhibit A** attached hereto.

2.5 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber (including its Authorized Users) will not, and will not permit or authorize any third parties to: (a) rent, lease, or otherwise permit third parties to use the Services; (b) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, distribute, disassemble, or reverse engineer all or any portion of the Services; (c) use the Services to provide services to third parties (e.g., as a service bureau); (d) use the Services for any benchmarking activity or in connection with the development of any competitive product; (e) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way; (f) alter or modify the Services in any way without the prior written consent of Terzo; (g) reverse engineer, reverse assemble, reverse compile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, or interfere with, or compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Services; (h) knowingly upload invalid data, viruses, worms, Trojan horses, or other harmful or disruptive codes, components, devices, or software agents through the Services; (i) impersonate another person or otherwise misrepresent Subscriber’s affiliation with a person or entity, conduct fraud, hide or attempt to hide Subscriber’s identity, or misrepresent source or content of information transmitted through the Services; (j) use the Services in any unlawful manner, or in any other manner that the Subscriber would reasonably understand would cause damage, disable, overburden or impair the Terzo website or all or any portion of the Services; (k) bypass the measures Terzo may use to prevent or restrict access to the Services; (l) use any robot, spider, scraper, script, or other comparable automated technology to access the Services for any purpose without Terzo’s express written permission; (m) collect or harvest any personally identifiable information, including account names, from the Services without first obtaining the express prior written permission of such party to use any such personally identifiable information; or (n) use the Services in any manner not permitted under this Agreement.

2.6 Unauthorized Use. Each party shall: (i) notify the other party promptly of any unauthorized use of any password or Terzo account or any other known or suspected breach of security; and (ii) report to the other party promptly and use reasonable efforts to promptly stop any copying or distribution of content that is known or suspected to violate this Agreement or the intellectual property rights of third parties. The Subscriber shall ensure that neither it nor its Authorized Users impersonate another subscriber or provide false identity information to gain access to or use the Services.

2.7 Terzo IP. Terzo owns and retains all right, title, and interest, including all intellectual property and proprietary rights, in and to (i) the Services and all improvements, enhancements or modifications thereto; (ii) any software, applications, inventions or other technology developed in connection with the provision of Services; and (iii) Terzo’s Confidential Information (collectively, along with the license to Usage Data described herein, the “**Terzo IP**”). Other than as expressly set forth in this Agreement, no license, or other rights in or to the Terzo IP are granted to Subscriber, and all such rights are expressly reserved by Terzo.

2.8 Feedback. If Subscriber provides any feedback to Terzo concerning the functionality and performance of the Services (including identifying potential errors and improvements), Subscriber hereby grants Terzo a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such feedback without restriction.

3. DATA

3.1 Subscriber Data License and Ownership. Data Usage/Anonymization. Terzo shall restrict its usage of Subscriber Data to be solely on Subscriber's tenant within the Services and not for any other third-party. Subscriber owns and retains all non-licensed rights to the Subscriber Data. For the avoidance of doubt, Terzo shall not owe Subscriber any payments related to its use of the Subscriber Data and/or Usage Data as described herein. In all instances Supplier must fully comply with all Agreement obligations as to confidentiality and data security. Supplier shall have the right to collect and analyze Usage Data relating to the provision, use and performance of various aspects of the SaaS Solution hereunder, and Supplier will be free, during and after the Agreement's term (i) if allowed per Applicable Law, to use Usage Data and Subscriber Data to improve and enhance the SaaS Solution and its capabilities and for other development, diagnostic and corrective purposes in connection with the SaaS Solution as well as other Supplier offerings, and (ii) only disclose Usage Data and Subscriber Data in anonymized form that does not refer to Customer and could not be reasonably inferred to identify Customer, and does not contain any personal data. **Subscriber Data.** During the Agreement's term, Supplier's usage of non-anonymized Subscriber Data will be to provide the SaaS Solution per the Agreement's requirements, including to improve the SaaS Solution's artificial intelligence data model created for Subscriber by Supplier, which consists of the specification of fields and tables specific to the Subscriber. Such usage will be solely for the Subscriber, and Supplier shall not provide such non-anonymized Subscriber Data to another Supplier customer's tenant. Further, Supplier shall ensure that any such Subscriber Data consisting of contract data, contract content and metadata associated with document fingerprinting and deduplication, document splitting, and hierarchy pointers between document fields (if any), resides solely in Subscriber's tenant within the Services. Supplier shall delete all non-anonymized Subscriber Data within sixty (60) days of the end of the Agreement's term except that Supplier shall be permitted to keep certain Subscriber Data in accordance with its records retention requirements, including records related to the files processed, such as tenant, date, file name, size and number of credits applied and other similar data. Supplier shall continue to observe the Agreement's confidentiality requirements when or if Supplier retains such Subscriber Data.

3.2 Data Protection & Privacy Policy. Any Subscriber Data consisting of personal data shall be governed by Terzo's then current privacy policy, which is hosted on Terzo's website, and any applicable laws related to personal information. If Terzo makes changes to such privacy policy from time to time, such changes are enforceable only to the extent the privacy policy remains at least as protective of Subscriber's Data than the privacy policy in effect at the time of execution of this Agreement.

3.3 Subscriber Responsibilities. Except as otherwise stated herein, (a) Subscriber is responsible for all activities occurring under Subscriber's Terzo account or Subscriber's internal computer systems and shall abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with Subscriber's use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data, (b) Terzo is not responsible for any loss or damage to Subscriber or to any third party incurred as a result of any unauthorized access and/or misuse of Subscriber's Terzo account credentials within the Subscriber's remit of control, and (c) Terzo is not responsible for Subscriber's interactions with its other vendors.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Subscriber will pay Terzo the Fees set forth on the applicable Order Form. Unless otherwise specified in the Order Form, Subscriber will pay all undisputed (in good faith) amounts due within thirty (30) days of the date of the applicable invoice. Each invoice will reasonably describe the Services and Fees and separately delineate any Taxes (as defined below). Any amount not paid when due will be subject to finance charges equal to one and a half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All payments shall be made in U.S. dollars in immediately available funds and are non-refundable. Subscriber shall reimburse Terzo's reasonable costs of collection (including attorneys' fees) for unpaid Fees hereunder.

4.2 Payment Disputes. If Subscriber disputes an invoice in good faith, it will notify Terzo within thirty (30) days of the date that payment is due and

the parties will seek to resolve the dispute over a fifteen (15) day discussion period. Subscriber is not required to pay disputed Fees during the discussion period but will timely pay all undisputed Fees. After the discussion period, either party may pursue any available remedies. Subject to the forgoing sentence, if Subscriber fails to timely pay any Fees, Terzo may, without limitation to any of its other rights or remedies, suspend access to, and provision of, the Services until it receives all Fees due.

4.3 Taxes. Other than income taxes imposed on Terzo, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "Taxes") resulting from this Agreement which are due under applicable law.

5. TERM AND TERMINATION

5.1 Term. This Agreement will commence upon the Contract Start Date (as defined in the Order Form) and continue for the term specified in the Order Form unless this Agreement is terminated earlier in accordance with the terms of this Agreement. If multiple Order Forms are in effect between the parties, then this Agreement will continue in effect until the last Order Form expires or terminates. This Agreement will automatically renew for additional successive one-year terms unless at least sixty (60) days before the end of the then-current term (of the last then-current Order Form) either party provides written notice to the other party that it does not want to renew or the parties enter a renewal Order Form containing a different period of time for the renewal term.

5.2 Termination for Material Breach. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within thirty (30) days of receiving written notice of the material breach from the non-breaching party.

5.3 Post-Termination Obligations. If this Agreement is terminated as permitted in this Agreement, as of the termination date: (a) Subscriber will pay to Terzo any Fees that have accrued and (b) Subscriber (and all its Authorized Users) will cease all use of the Services. All provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement will survive such termination or expiration, including, without limitation, accrued rights to payment, confidentiality obligations, intellectual property and proprietary rights, warranty disclaimers, limitation of liability, and indemnity.

5.4 Permanent Destruction of Data. Terzo will permanently delete Subscriber Data within thirty (30) days of written request from an authorized party of Subscriber (which authorized party is to be designated to Terzo upon execution of this Agreement or an Order Form). Such permanent deletion requests are at the sole discretion of Subscriber. Subscriber acknowledges that permanently deleted Subscriber Data will no longer be accessible or retrievable in any Terzo Services offering (e.g. Drive, Intelligence Platform or Analytics Platform). Terzo shall be permitted to retain any Subscriber Data in Terzo's back-up repositories which the parties agree will be difficult and/or costly to delete. Terzo may also maintain digital fingerprint and administrative records relating to deleted files for audits and other commercially reasonable purposes. Terzo shall continue to comply with the confidentiality requirements herein as to such maintained Subscriber Data and records. Additionally, following thirty (30) days after the expiration or termination of this Agreement, Terzo may permanently delete Subscriber Data, but Terzo will accommodate written notice from Subscriber requesting Terzo to migrate Subscriber Data to Subscriber via a commercially reasonable format.

6. WARRANTIES AND DISCLAIMER

6.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement, and (c) both parties will comply with all applicable laws, and associated and applicable legislation and regulations, as amended from time to time, including all data protection, export, and anti-bribery and anti-corruption laws.

6.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE FOLLOWING SHALL APPLY. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TERZO MAKES NO IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

7. CONFIDENTIALITY

7.1 Definition. “**Confidential Information**” means any non-public or proprietary information of a party (“**Disclosing Party**”) that is disclosed to or obtained by a party (“**Receiving Party**”), directly or indirectly, in writing or orally. Confidential Information does not include any information that: (a) is publicly known or made generally available to the public through no wrongful action or inaction of Receiving Party, or (b) was rightfully received by the Receiving Party from a third party, or (c) was independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

7.2 Nondisclosure and Nonuse. Receiving Party may share Confidential Information of the Disclosing Party with Receiving Party’s contractors, attorneys and accountants on an as needed basis under an agreement containing provisions materially similar to the confidentiality requirements herein. Otherwise, Receiving Party will not disclose the Confidential Information of Disclosing Party to any third party or use the Confidential Information of Disclosing Party for any purpose other than the performance of Receiving Party’s obligations under this Agreement or to comply with applicable law. Receiving Party will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information of Disclosing Party.

7.3 Compelled Disclosure. In the event Receiving Party is requested pursuant to, or required by, applicable law to disclose any Confidential Information of Disclosing Party, Receiving Party shall be permitted to disclose Confidential Information; provided that Receiving Party shall, to the extent permitted by applicable law, notify Disclosing Party prior to such disclosure and reasonably cooperate in efforts by the Disclosing Party to restrict such disclosure.

8. INDEMNIFICATION

8.1 Terzo Indemnification. **Indemnity**. Terzo will indemnify, defend and hold harmless Subscriber from any claim, proceeding, or suit (“**Claim**”) brought by a third party alleging that the Services violate such third party’s intellectual property right(s) (an “**IP Claim**”). However, Terzo will have no obligation under this “Terzo Indemnification” section for any violation to the extent that a Claim is caused by (i) use of the Services in combination with other products or services not authorized by Terzo (if such violation was caused by such combination); (ii) use of the Services by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber herein; or (iii) any modification of the Services not authorized by Terzo. **Claim Elimination**. If an IP Claim has occurred, or in Terzo’s judgment is likely to occur, Terzo may, at Terzo’s option and expense, (i) procure the right for Subscriber to continue to use the Services, (ii) replace or modify the Services in a functionally equivalent manner so that they become non-infringing, or (iii) if the above remedies are not commercially reasonable, terminate this Agreement and refund to Subscriber a pro-rated portion of any pre-paid fees for Services not yet provided. This “Terzo Indemnification” provision states Terzo’s sole and exclusive liability, and Subscriber’s sole and exclusive remedy, for IP Claims.

8.2 Subscriber Indemnification. Subscriber will indemnify, defend and hold harmless Terzo from any Claim brought by a third party alleging that Terzo’s usage or possession of the Subscriber Data in compliance with this Agreement violates the rights of a third party or applicable law.

8.3 Indemnification Procedure. In order for a party entitled to indemnification under this “Indemnification Procedure” section to receive such indemnification: (a) the indemnified party will give the indemnifying party prompt written notice of any Claim; (b) the indemnified party will grant the indemnifying party full and complete control over the defense and settlement of the Claim; and (c) the indemnified party will provide assistance in connection with the defense and settlement of the Claim as the indemnifying party may reasonably request. The indemnifying party will not settle any Claim (other than for monies paid by the indemnifying party) without the indemnified party’s prior written consent. The indemnified party will have the right to participate in the defense and settlement of the Claim at its own expense and with counsel of its own choosing, but the indemnifying party will have sole control over the defense and settlement of the Claim per the requirements herein.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL BE, UNDER ANY CIRCUMSTANCES, LIABLE

TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL TERZO’S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO ONE HUNDRED AND FIFTY PERCENT (150%) OF THE FEES PAID DURING THE CURRENT TERM OF THE AGREEMENT IN WHICH THE CLAIM ARISES.

9.3 Applicability. THE LIMITATIONS IN THIS “LIMITATION OF LIABILITY” SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT OR THE FORESEEABILITY OF ANY DAMAGES.

10. INSURANCE

10.1 During the term of this Agreement, Terzo shall maintain the below referenced insurance coverage:

- (a) Commercial General Liability coverage with at least \$2,000,000 combined single limit bodily injury and property damage limits.
- (b) Full statutory coverage for Workers’ Compensation as required by law and a minimum of \$1,000,000. limit of employers’ liability coverage with limits as required by law.
- (c) Errors and Omissions or Professional Liability coverage with a limit of at least \$5,000,000 per each claim and \$5,000,000 annual aggregate.
- (d) Cyber Liability coverage, if applicable, with limits of at least \$5,000,000 per occurrence.
- (e) Crime coverage with a minimum limit of \$5,000,000 per occurrence.
- (f) Excess/Umbrella coverage with a minimum limit of \$5,000,000.

10.2 The insurance specified under the “Commercial General Liability” and “Excess/Umbrella” sections above shall, to the extent permitted by Terzo’s insurance carrier: (a) name Subscriber, its directors, officers and employees as additional insured and (b) provide that such insurance is primary coverage with respect to all insured and additional insured. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.

10.3 Terzo shall furnish Subscriber with certificates of insurance evidencing all of the insurance referred to herein along with copies of endorsements for additional insured and other requirements outlined in this “Insurance” section. Insurance is to be placed with insurers with an A.M. Best’s rating of no less than A-/VII. Terzo shall provide Subscriber with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement.

11. GENERAL

11.1 Terms Applicable to Third Party Products. If so indicated in the Order Form or Documentation, the Services may contain or be distributed with Third Party Products which are covered by a different license. However, such different license will not (i) negate or amend the rights granted by Terzo to Subscriber or the obligations undertaken by Terzo in the applicable Order Form or this Agreement with respect to the Services; (ii) impose any additional restrictions on Subscriber’s use of the Services; and (iii) must be approved by Subscriber via a fully signed Order Form before coming into force. Terzo warrants that it has necessary rights and licenses in and to the Third Party Products and that it has the right and legal capacity to enter into this Agreement and grant any rights set forth herein. Terzo shall, to the extent permitted to by the underlying agreement, pass-through any warranty provided to Terzo by the third-party manufacturer or licensor for the Third Party Products. Subscriber acknowledges that the use of Third Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond Terzo’s control, including, without limitation, internet outage or lack of availability

related to updates, upgrades, patches, fixes, maintenance, or other issues. Terzo will not be responsible for any delays, delivery failures, or other losses or damages resulting from such issues. Subscriber agrees that Terzo will not be held responsible for any loss, or unauthorized use or disclosure, of any information or data (including any Confidential Information) due to Subscriber's use of Third Party Products. However, to the extent Terzo has integrated a Third Party Product into the Services, and a problem occurs to the extent caused by Terzo's error, Terzo shall remedy this error per the requirements of Exhibit A (Terzo Support Services).

11.2 **Force Majeure.** Except for Subscriber's obligation to pay Fees due to Terzo, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses commercially reasonable efforts to redress the causes of non-performance.

11.3 **Governing Law.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice or conflict of law rules. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

11.4 **Arbitration.** Other than with respect to the right of either party to apply to a court of competent jurisdiction for a preliminary injunction or other equitable relief to prevent irreparable harm, any dispute arising under or relating to this Agreement, including as to the interpretation, enforcement, breach, or termination of this Agreement, will be settled by confidential binding arbitration, conducted in the English language, in San Mateo County, California, under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. Any award shall be based upon applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement. All of the results and proceeds of the arbitration, including, without limitation, any settlements, shall be kept strictly confidential in accordance with the "Confidentiality" section herein.

11.5 **Entire Agreement; Order of Precedence.** This Agreement, including all exhibits, and the applicable Order Form, is the final and complete expression of the agreement between these parties regarding provision, and Subscriber's use, of the Services. This Agreement supersedes all previous and contemporaneous oral and written communications regarding these matters. No change, amendment, consent, or waiver under this Agreement (including any Order Form) will be effective unless in writing and signed by the Party against which enforcement is sought. In the event of any conflict between an Order Form and this Agreement, the terms of the Order Form will govern.

11.6 **Artificial Intelligence and Cybersecurity.**

(a) **Performance.** Terzo will develop, test, train, deploy, and maintain the Intelligence Platform, and the Intelligence Platform will perform, in compliance with the requirements herein.

(b) **Data Assessments.** Terzo will: (i) commercially reasonably assess and document the quality of Subscriber Data, in collaboration with Subscriber, before using it (including to ensure that the Subscriber Data is relevant and representative, the Subscriber Data is reliable, up-to-date and accurate and does not contain bias, if applicable); and (ii) correct, in collaboration with Subscriber, any poor quality Subscriber Data to ensure that it is relevant, representative, reliable, up-to-date, accurate and non-biased.

(c) **Cybersecurity Requirements.** Terzo shall deploy administrative, physical, and technical safeguards to comply with all applicable laws, regulations, and internationally and nationally recognized standards, relating to security of network and information systems and security breach and incident reporting requirements, including applicable data protection legislation, ISO 27001, and System and Organization Controls (SOC) 2, Type II, all as amended or updated from time to time. Subject to Terzo's duties herein, Subscriber is responsible for maintaining the security and operability of its systems and devices used to access the Services and ensuring timely transmission of, and the accuracy, quality, integrity, and reliability of, all Subscriber Data which Subscriber provides to Terzo.

(d) **Risk Management.** Terzo will ensure that an up-to-date risk management strategy – that is commercially reasonable for the nature of the Intelligence Platform – has been developed, implemented and documented and continues to be maintained during the term of the Agreement. For the

purposes of application of such risk management strategy, the main risks that may occur when Terzo uses the Intelligence Platform in the provision of the Services will be identified and risk mitigation measures identified, implemented and adopted by Terzo to make the identified risks manageable. All risk mitigation measures must be documented and tested by Terzo to verify that the Intelligence Platform conforms to documentation.

(e) **Resilience.** Terzo will ensure that each Intelligence Platform has been designed and developed in such a way that it achieves a documented level of accuracy and robustness, and is resilient with regard to errors, faults or inconsistencies that may occur within the environment or system in which the Intelligence Platform operates, including as a result of interactions with other systems and individuals. Terzo will ensure that the Intelligence Platform continues to perform in such a way throughout the term of the Agreement.

(f) **Consents and Approvals.** Terzo has (and will procure that all affiliates and subcontractors have) all necessary licenses, permits, consents and approvals to employ or use the Intelligence Platform interacting with Subscriber Data, including, without limitation, all rights or necessary licenses, permits, consents, or approvals to use, train, validate, or test content and data used in connection with training, development, or modification of the Intelligence Platform. Terzo shall only use Subscriber Data to train the specific AI data model used solely for Subscriber and not any other third-parties. Terzo's use of the Intelligence Platform will comply with all instructions of use issued by any applicable third party providers of the Intelligence Platform.

11.7 **Miscellaneous; Independent Contractors.** Terzo will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of this Agreement. **Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. **Waivers.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective, and any waiver in one instance shall not waive the enforceability of the subject provision in another instance. **Assignments.** A party may not assign or otherwise transfer its right, duties, and obligations under this Agreement without the other party's prior written consent. Any of the forgoing without such consent are invalid. But a party may assign (without the other party's consent) its entire right and interest under this Agreement to an entity that is: (a) acquiring all or substantially all of a party's assets and assuming all related liabilities, (b) acquiring any business unit or function of a party (a "Party Unit") and assuming the liabilities of such Party Unit or (c) an assigning party's controlled affiliate, which is an entity controlled by the assigning party via the power to direct management and policies of such affiliate. The assigning party shall provide notice of its exercise of such right(s) to the other party. However, Customer may not assign or delegate under this provision to any third party that is a customer of Supplier prior thereto. **Injunctive Relief, Cumulative Remedies.** Each party acknowledges and agrees that, due to the unique nature of certain obligations herein, there may be no adequate remedy at law for breach of such obligations and that such breach may cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, without obligation of posting bond, in addition to whatever remedies it might have at law or under this Agreement. **Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement. Notices are deemed given two business days following the date of mailing. In order for notices to Terzo to be legally effective, all notices to Terzo must be additionally sent to legal@terzocloud.com. **Interpretation.** Unless the context requires otherwise, "including" (and any of its derivative forms) means "including, but not limited to".

EXHIBIT A
TERZO SUPPORT SERVICES

Terzo will provide the support services in accordance with the performance standards set forth in this “Terzo Support Services” exhibit. All capitalized terms not defined in this “Terzo Support Services” exhibit, will have the meanings that are defined in the Agreement and Order Form.

1. **Response Time.** Terzo will use reasonable efforts to respond to each of Subscriber's written notices of a performance issue within the period set forth in severity classification table below. Response time is the elapsed time between Subscriber's first report of an identified performance issue and the provision of a plan for resolution by a Terzo technical contact.

Severity Classification	Description of Performance Issue	Estimated Response Time
Class A: Emergency	Any performance issue that causes the Analytics Platform to be completely inaccessible.	2 hours
Class B: Urgent	Any performance issue that causes a material degradation in the performance of the Analytics Platform.	4 hours
Class C: Non-urgent	Any performance issue that causes a non-critical degradation in the performance of the Analytics Platform.	7 days