

MASTER SOFTWARE AS A SERVICE AGREEMENT

Standard Terms and Conditions — Incorporated by Reference into the Order Form

These Master Software as a Service Terms and Conditions (the "**Agreement**") are entered into between the Smartstream Technologies entity ("**Supplier**") and the customer identified in the Order Form ("**Customer**") executed by both parties. Each of Supplier and Customer are hereinafter referred to as a, each a "**Party**" and together the "**Parties.**" These Terms and Conditions are incorporated by reference into and form part of the Order Form signed by Customer. By signing the Order Form, Customer agrees to be bound by these Terms and Conditions. The Order Form and these Terms and Conditions together constitute the entire agreement between the Parties with respect to the subject matter hereof and shall be read together as a single document. In the event of any inconsistency between the terms of the Order Form and these Terms and Conditions, the terms of the Order Form shall prevail to the extent of such inconsistency. These Terms and Conditions are effective as of the date of the Order Form ("**Effective Date**").

1. DEFINITIONS

"**Affiliate**" means any entity controlling, controlled by, or under common control with a Party. As used herein, "control" means the direct or indirect ownership of more than fifty percent (50%) of the issued and outstanding voting shares of an entity.

"**Confidential Information**" means any non-public information pertaining to the Disclosing Party that is disclosed to or accessed by the Receiving Party in connection with this Agreement, including: (i) if Supplier is the Disclosing Party, the Software, the Services and all related methods, concepts, tools and know-how; (ii) the terms and conditions of this Agreement; (iii) the Disclosing Party's current or prospective business affairs or plans, work methods and clients; and (iv) any and all information which is identified by the Disclosing Party as confidential or which should reasonably be considered as confidential. Confidential Information of Supplier shall include Confidential Information of Supplier's Affiliates.

"**Customer Data**" means any and all data and materials provided by Customer to Supplier for use in connection with the Services, including customer applications, data files, and graphics.

"**Disclosing Party**" means the Party disclosing Confidential Information.

"**Documentation**" means Supplier's standard user operating manuals relating to the Services, provided to Customer in connection with this Agreement.

"**Engagement Authorization Form**" or "**EAF**" means a short form document setting forth the Professional Services to be provided by Supplier with respect to a specific project.

"**Index**" means the applicable consumer price index as set forth in a Schedule.

"**Order Form**" means the order form executed by Customer which incorporates these Terms and Conditions by reference, and which sets out the commercial terms of the engagement including the SaaS Services to be provided, the Subscription Term, and the applicable fees.

"**Personal Data**" means any information related to an identified or identifiable natural person.

"Professional Services" means services, other than SaaS Services, that Supplier may provide to Customer at Customer's request, on a time and materials basis and on a non-work for hire basis, including installation, customization, software development, data conversion, project management, implementation, general advice, guidance, and training, as may be more specifically set forth in a Statement of Work.

"Receiving Party" means the Party receiving Confidential Information.

"SaaS Fees" means the fees paid or payable by Customer in consideration of the SaaS Services.

"SaaS Services" or **"Services"** means Supplier's internet-accessible service as identified in the Order Form or a Schedule and providing access to Supplier's Software, hosted by Supplier or Supplier's service providers, and made available to Customer over a network on a term-use basis.

"Schedule" means a document substantially in the form set out in the Order Form or as otherwise agreed by the Parties in writing.

"Site" means the site hosting the Services and operated by Supplier or its service providers.

"Software" means the software, in object code version, to which Customer is provided access as part of the Services.

"Statement of Work" or **"SOW"** means a document setting forth the Professional Services to be provided by Supplier with respect to a specific project.

"Subscription Term" means the term of the Services as set forth in the applicable Order Form or Schedule.

"User" means any Customer employee or agent duly authorized to use the Services and provided with the relevant user identifications and passwords in accordance with this Agreement.

2. SAAS SERVICES

2.1 Structure

The Parties intend for this Agreement to govern the purchase by Customer of Services (and, where applicable, Professional Services) over time. Accordingly, and unless otherwise specified herein, the terms of this Agreement shall be considered general in nature and shall apply to any future Order Forms, Schedules or SOWs, as the case may be. In case of inconsistency between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail to the extent of such inconsistency; and in case of inconsistency between the terms of a SOW and the terms of this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency.

2.2 SaaS Services Scope

Subject to the terms herein, Supplier hereby agrees to grant Customer, for the duration of the Subscription Term, a limited, non-exclusive, personal, non-transferable right to access and use the Services solely for Customer's internal business operations. The method and means of providing the Services shall be under Supplier's exclusive control, management and supervision. Supplier may amend or update the Services from time to time, provided that Supplier shall give

Customer prior reasonable notice of any material changes, e.g. changes that remove functionality or alter pricing.

2.3 Customer Data

The Services shall be subject to Customer providing the Customer Data in a format generally supported by Supplier and outlined in the Documentation, and to any other conditions as may be set forth in the Order Form, Schedule and the Documentation. Supplier may use aggregated and/or anonymized data for product improvement, benchmarking, and AI/ML model training.

2.4 Back Up

Supplier shall maintain a backup of Customer Data and store it for a period of up to seven (7) days, following which Supplier will destroy the backup.

3. USAGE RESTRICTIONS

3.1 Prohibited Uses

Customer shall not use the Services except as set forth in this Agreement. Without prejudice to the generality of the foregoing, Customer shall not, and shall not cause or permit anyone to:

- make the Services available to any person other than the authorized Users;
- use or access the Services to provide service bureau, time-sharing or other computer hosting services;
- modify or make derivative works of the Services;
- create Internet links to the Services;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services;
- access the Services or use the Documentation to build a similar or competing product or service;
- copy any ideas, features, functions or graphics of the Services, or build a product or service using similar ideas, features, functions or graphics;
- perform data extraction for AI training purposes, or knowledge extraction for AI model distillation purposes; or
- disclose, publish, or otherwise make available to any third party the results of any performance evaluation or comparative analysis of the Services, whether conducted alone or in combination with any third party product or service, without Supplier's prior written consent.

Supplier reserves all rights not explicitly granted herein.

3.2 Use of the Site

Customer shall not use the Site for any illegal or inappropriate purpose, including:

- sending spam or otherwise duplicative or unsolicited messages, or messages in violation of applicable laws;
- sending or storing infringing, obscene, threatening, libelous, defamatory, harassing, offensive, malicious, or otherwise unlawful or tortious material;
- transmitting files that contain viruses, corrupted files or any other similar software or programs that may damage or adversely affect the operation of a third party's computer, or Supplier's Site, or any software, hardware or telecommunications equipment;
- removing any legal or other notices or proprietary designations;
- interfering with or disrupting the integrity or performance of the Site or the Services;
or
- probing, scanning or testing the vulnerability of the Site or circumventing any security mechanism used by the Site.

3.3 UAT

Customer shall be allowed to use the Services in a UAT environment for testing purposes, including for example changes to configurations, matching rules, user acceptance testing, automated quality assurance (QA) or new data feeds (such permitted usage, the "UAT Usage"), provided that UAT Usage shall not include any live production activities. UAT Usage shall be limited to the portion of the Services strictly required to carry out such testing, shall not be carried out for any purpose other than testing, and shall not exceed fair use as determined by Supplier's sole reasonable judgment. Any testing exceeding low volume usage shall not constitute fair use.

3.4 Volume Limits

Customer's use of the Services shall not exceed the scope set forth in the applicable Order Form or Schedule. Any usage exceeding said scope ("**Excess Usage**") shall automatically be charged at the overusage rates set forth in the applicable Order Form or Schedule, or if no overusage rates are included, at Supplier's then-current standard rates for the applicable Services, together with applicable interest calculated in accordance with Clause 6.2. Supplier reserves the right to suspend or restrict access to the Services where Excess Usage is material or persistent, in accordance with Clause 5.8, until the Parties agree revised scope and fees in a Schedule amendment.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Assistance

Customer shall provide Supplier with information and assistance as reasonably required by Supplier to enable delivery of the Services (or the Professional Services, as the case may be). Customer acknowledges and agrees that Supplier's ability to deliver the Services (or the Professional Services, as the case may be) in the manner provided in this Agreement depends upon the accuracy and timeliness of such information and assistance.

4.2 Responsibility for SaaS Site Activity

Customer shall be responsible for all activities occurring under Customer's user account and shall comply with all applicable local, state, national and foreign laws, including laws related to data privacy, international communications, and transmission of technical or personal data. Customer acknowledges that Supplier exercises no control over the content of the information transmitted by Customer or the Users through the Services. Customer is solely responsible for collecting, inputting and updating all Customer Data stored on the Site, and for ensuring that the Customer Data does not and shall not infringe or misappropriate the copyright, trade secret, trademark or any other rights of any third party.

4.3 SaaS Credentials

Customer shall provide any information reasonably required by Supplier for Services registration purposes, and Customer warrants that such information shall be true, accurate, current and complete. Customer shall not disclose any password or user id to any third party. Customer shall notify Supplier immediately of any known or suspected unauthorized use of any password or user id or of any other breach of security, and shall act promptly to stop any such unauthorized use or breach.

5. TERM AND TERMINATION

5.1 Agreement Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with the terms herein. Either party may terminate this Agreement once all Order Forms and Schedules have expired or have been terminated.

5.2 Schedule Term

The Subscription Term of each Order Form or Schedule shall be as set forth therein. Unless otherwise set forth in the Order Form or Schedule, the initial Subscription Term shall renew automatically on its expiration for consecutive 12-month periods, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current Subscription Term.

5.3 SOW Term

The SOW shall commence on the date set forth in it and shall continue until completion or as otherwise set forth in the SOW.

5.4 Termination for Breach

Either Party may terminate this Agreement in case of material breach by the other Party, if such breach is not cured within thirty (30) days of written notice by the non-breaching Party. The non-breaching Party shall not during the cure period do anything to impede or hinder correction of the breach. In case of termination by Supplier due to a breach by Customer, Customer shall immediately pay to Supplier all amounts due under this Agreement including those that would have become due during the remaining term of the Agreement had the Agreement not been

terminated. The provisions of this Clause 5.4 shall apply, mutatis mutandis, to termination of an Order Form, Schedule or SOW, unless otherwise set forth therein.

5.5 Other Termination

Either party may terminate this Agreement at any time with immediate effect by giving written notice to the other Party if a petition is presented by the other Party or on behalf of the other Party for winding up, or if a liquidator, receiver or administrative receiver or administrator is appointed for the whole or any part of the other Party's assets or business, or if an order or resolution is made for the other Party's dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction).

5.6 Post Termination

Upon termination of this Agreement: (i) each party shall promptly return or, at the other Party's option, destroy the other Party's Confidential Information in its possession; (ii) all usage rights granted under this Agreement shall terminate; and (iii) Supplier shall within six (6) months of termination return or destroy the Customer Data.

5.7 Customer Data Retention

Notwithstanding Clause 5.6(iii) above, Supplier may retain copies of the Customer Data to the extent required by any applicable laws or regulations or Supplier's archiving processes and policies.

5.8 Suspension for Misuse of the SaaS Services

Supplier reserves the right to suspend delivery of the Services if Supplier reasonably concludes that Customer's use of the Services is causing or is likely to cause harm to Supplier or others. In such a case Supplier shall immediately notify Customer of the suspension and the Parties shall work diligently and in good faith to resolve the issue causing the suspension. Supplier shall not be responsible for any liabilities, claims or expenses arising from or relating to any suspension of the Services occurring under this Clause 5.8.

5.9 Transition Assistance

Except in case of termination for Customer's breach, Supplier shall provide Customer, at Customer's sole cost, with assistance as reasonably requested to effect the orderly transition of the Services, provided that the Parties shall agree in advance on the scope, timing and duration of the assistance.

6. FEES AND PAYMENT

6.1 Fees

In consideration of receiving the Services or the Professional Services, as the case may be, Customer shall pay Supplier the fees as set forth in the applicable Order Form, Schedule or Statement of Work respectively. In addition, Customer shall reimburse Supplier for all reasonable costs and expenses as incurred in the performance of this Agreement. Supporting documentation shall be provided at Customer's request.

6.2 Payment and Interest

All payments shall be made by Customer within thirty (30) days of the date of Supplier's invoice. Should Customer fail to pay all due amounts timely and in full, Supplier shall be entitled to charge Customer interest on such amounts at the rate of one and a half (1.5) percent per month. Interest shall be calculated on a daily basis and on a cumulative basis, with interest on overdue interest calculated at the same rate from the date such payment was first due until the date that payment is received. In addition, for any default in payment of the amounts due hereunder, Supplier shall also be entitled to recover reasonable legal fees and expenses, including but not limited to the costs of collection and enforcement of any judgment obtained against Customer.

6.3 Acceleration

Supplier shall have the right to accelerate all sums due under this Agreement for the duration of the term of this Agreement in the event of any persistent and uncured default in payment by Customer. The full amount of fees set forth in this Clause 6, plus accrued interest, shall be due and payable upon the acceleration of the obligations owed by Customer to Supplier as a result of Customer's default in payment under this Agreement.

6.4 No Cap Applicable

For the avoidance of doubt, Customer's payment obligations shall not be subject to any liability cap pursuant to this Agreement or otherwise.

6.5 Taxes

Fees shall not include any taxes, levies, duties or similar assessments, present or future, including value-added, sales, use or withholding taxes based on or arising from this Agreement (collectively "**Taxes**"). Customer shall be responsible for paying all such Taxes at the rate and in the manner prescribed by law. Customer shall not be liable for taxes based on Supplier's net income.

6.6 Index Increase

Fees shall be those set out in the Order Form or Schedule. Supplier shall be entitled to increase the fees annually in accordance with the Index's annual increase.

6.7 Suspension for Payment Default

Supplier reserves the right to suspend delivery of any services if Customer fails to pay any amounts due to Supplier under this Agreement timely and in full, but only after Supplier notifies Customer of such failure and such failure continues for fourteen (14) days from notification. Service suspension shall not release Customer from its payment obligations under this Agreement or the applicable Order Form, Schedule or SOW. Supplier shall not be responsible for any liabilities, claims or expenses arising from or relating to suspension of services resulting from Customer's non-payment.

7. CONFIDENTIALITY

7.1 Confidentiality Obligations

All Confidential Information shall remain the sole property of the Disclosing Party. The Receiving Party shall use the same degree of care (but in no event less than reasonable care) to safeguard the Confidential Information as it uses to safeguard its own Confidential Information. The Receiving Party shall keep the Confidential Information of the Disclosing Party strictly secret and confidential and shall not disclose it except on a need-to-know basis, and then only to such of its employees, agents, and contractors that are under obligations of confidentiality no less onerous than those contained in this Agreement, always provided that the Receiving Party shall be responsible for any breach of confidentiality or other unauthorized use of the Confidential Information by such employees, agents and contractors. Supplier may provide certain of the Services hereunder through one or more of its Affiliates, in which case Supplier may disclose information related to the Customer (which may include Customer's Confidential Information) to such Affiliates on a need-to-know basis.

The confidentiality obligations hereunder shall not apply to information that: (i) is in the public domain through no breach of this Agreement; (ii) is rightfully received from a third party not in breach of any obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party; (iv) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; or (v) is produced or must be produced in compliance with applicable law or a court order, provided that to the extent permitted by applicable law, the Disclosing Party is given prior notice and opportunity to intervene in the applicable proceedings.

7.2 Equitable Relief

Nothing in this Agreement shall limit in any way the Disclosing Party's right to seek injunctive and other equitable relief against the Receiving Party or any third party as a result of a breach of this Clause 7.

8. PROPRIETARY RIGHTS

8.1 Rights to Services

Customer acknowledges and agrees that all rights, title and interest, including all intellectual property rights in and to the Site and the Services, the Software, materials, and other related content (excluding Customer Data) and any derivative work thereof, suggestions, ideas, enhancement requests, feedback, recommendations or any other information relating to the Site or the Services shall remain the sole and exclusive property of Supplier or its authorized licensors. All content published on the Site (excluding Customer Data), including reports, presentations, written content, graphics, images, marks, logos, sound or video clips, are protected by the copyright or trademarks of Supplier or its authorized licensors. Supplier reserves all rights not explicitly granted herein. For the avoidance of doubt, nothing in this Agreement affects Supplier's ownership of any pre-existing or independently developed intellectual property including any tools, know-how, methodologies and processes.

8.2 Rights to Professional Services

Customer acknowledges and agrees that all rights, title and interest, including all intellectual property rights in and to the Professional Services and any and all inventions, discoveries,

software, software configurations, or other works of authorship and other proprietary materials (the "**Works**") developed by Supplier or its personnel or contractors in the course of Supplier's performance of the Professional Services are and shall remain the sole and exclusive property of Supplier and are not transferred to Customer, regardless of any participation, assistance or cooperation by Customer.

Without prejudice to the foregoing, subject to payment by Customer of all applicable Professional Services Fees, Supplier shall grant Customer a perpetual, non-exclusive, non-transferable license to use the Works for Customer's internal business operations only, provided that Supplier shall have the right to revoke such license in case of Customer's failure to pay the applicable fees timely in full. Nothing in this Agreement shall be construed as preventing Supplier or Supplier's personnel from using the techniques and skills of computer programming and design used and/or enhanced in the course of the performance of the Professional Services for Supplier's own purposes, or as preventing Supplier from incorporating the Works in its products and/or services, including for other customers of Supplier. Customer hereby grants Supplier a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer and relating to the operation of the Services.

8.3 Rights to Customer Data

Customer Data shall remain the sole and exclusive property of Customer. Customer shall have sole responsibility for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data. Customer hereby grants Supplier, for the duration of this Agreement or the applicable Order Form or Schedule, as the case may be, a non-exclusive license to use, reproduce, store, record, transmit, maintain and display the Customer Data for the sole purpose of providing the Services. Customer represents and warrants that it owns or has the right to license the Customer Data as provided in this Agreement and that the Customer Data and any use thereof by Supplier in accordance with the terms of this Agreement does not and shall not violate any laws or any third party rights.

8.4 Third Party Technology

Third-party vendor technology that may be appropriate or necessary for use with some of Supplier's programs may be specified in the Documentation or in the applicable Order Form or Schedule. Customer's right to use such technology shall be governed by the terms of the applicable third-party vendor and subject to compliance with such terms.

9. INDEMNIFICATION

9.1 Indemnification by Supplier

Supplier shall at its sole cost defend or, at its option, settle any claim brought against Customer by a third party to the extent arising from an infringement by the Services or the Works as delivered by Supplier of any European Union, United Kingdom, United States or Canadian copyright, patent, or registered design ("**Infringement Claim**"), and shall pay all costs (including reasonable legal fees) and damages finally awarded against Customer by a court of competent jurisdiction in connection with the Infringement Claim. The foregoing obligations

shall be subject to the following conditions: (i) Customer has not breached any terms of this Agreement; (ii) Customer has made no admission with respect to the Infringement Claim; (iii) Customer promptly notifies Supplier of the Infringement Claim in writing; (iv) Customer gives Supplier sole control of the defense or related settlement negotiations of the Infringement Claim; (v) Supplier retains all amounts recovered; and (vi) Customer assists Supplier in every reasonable manner as required by Supplier in connection with the Infringement Claim.

Supplier shall have no liability for any claim arising from: (a) the Customer Data; (b) modification of the Services not authorized by Supplier, or use of the Services other than in accordance with the Documentation and this Agreement; or (c) in the case of the Works, a model, design or instruction provided by Customer, or modifications of the Works that were not made by Supplier.

9.2 Customer's Remedies

In the case of an Infringement Claim, Supplier may at its option: (i) obtain a license for Customer to continue using the Services; (ii) replace or modify the Services so that they do not infringe any proprietary rights; or (iii) in the event that Supplier is unable or determines, in its reasonable judgment, that it is commercially unreasonable to achieve (i) or (ii), terminate this Agreement.

9.3 Exclusive Remedies

The remedies provided in this Clause 9 are Customer's sole remedy and Supplier's exclusive liability in connection with any Infringement Claim.

9.4 Indemnification by Customer

Customer shall at its sole cost defend or, at its option, settle any claim brought against Supplier to the extent arising from the Customer Data, and shall pay all costs (including reasonable attorneys' fees) and damages finally awarded against Supplier by a court of competent jurisdiction in connection with such claim.

10. INFORMATION SECURITY TESTING AND VERIFICATION

10.1 Security Testing

Supplier shall conduct self-testing on its networks and applications at appropriate periodic intervals.

10.2 Industry Attestation and Audit

Supplier shall acquire appropriate external validation or certification over the systems and processes used to provide the Services, such as SSAE or equivalent. Supplier will conduct a SOC 2 Type 2 audit or similar audit in respect of its operations in the provision of the Services and in the storing, accessing, and processing of the Customer Data received from Customer under this Agreement, as applicable.

10.3 Policy Access

Customer may access Supplier's security policies at <https://smart.stream/agreements-policies>. Supplier reserves the right to modify its policies from time to time in its reasonable discretion.

11. PERSONAL DATA

11.1 General

Each Party shall implement appropriate measures and controls, in compliance with applicable laws, to safeguard the other Party's Personal Data.

11.2 Policy Access

Customer may access Supplier's privacy policies on the Site. Supplier reserves the right to modify such policies from time to time in its reasonable discretion.

11.3 Supplier as Processor under GDPR

The Data Processing Agreement available at <https://smart.stream/agreements-policies> ("DPA") shall apply to the extent that GDPR is applicable and Supplier is a Data Processor as such term is defined in the DPA.

12. SERVICE LEVELS

The Service Level Agreement ("SLA") for the Services is set forth in Supplier's Hosted Services Support Description, which shall be provided to Customer upon request. The Service Levels set forth in the SLA are Supplier's sole obligation and Customer's sole remedies with respect to availability or quality of the Services. For the avoidance of doubt, the SLA shall not apply to the provision of any Professional Services.

13. WARRANTIES

Supplier warrants that the Services will be performed by skillful and competent personnel in a professional manner and in accordance with at least generally accepted industry standards. Customer acknowledges that Supplier does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Neither Supplier nor any of its licensors or service providers warrant or guarantee that the operation of the Services will be uninterrupted, virus-free or error-free, nor shall Supplier or any of its licensors or service providers be liable for unauthorized alteration, theft or destruction of Customer's or any user's data, files, or programs.

THE WARRANTIES GIVEN IN THIS CLAUSE 13 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SUPPLIER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO THE SERVICES, THE SUPPORT SERVICES AND THE WORKS, AND SUPPLIER HEREBY EXPLICITLY DISCLAIMS ANY AND ALL OTHER

WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION OF LIABILITY

Supplier's liability to Customer in any way arising from this Agreement shall not exceed in the aggregate the SaaS Fees paid by Customer to Supplier within the 12-month period prior to the event giving rise to liability.

IN NO EVENT SHALL SUPPLIER OR SUPPLIER'S LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE OF ANY SERVICE, INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. FORCE MAJEURE

Neither Party shall be responsible for failure to fulfil its obligations under this Agreement due to causes beyond its reasonable control (including war, lock-out, power failure, fire, strike, riots, acts of a civil or military authority, acts of God, acts of Governments, epidemic, pandemic, judicial action, inability to secure necessary materials, and delay or failure of performance by such Party's suppliers or subcontractors), provided that the Party affected by force majeure shall promptly inform the other Party of the nature and extent of the circumstances giving rise to force majeure, and shall use reasonable efforts to mitigate its effect. If any event of force majeure continues for a period exceeding two (2) months, the Party not in default may by written notice to the other Party terminate this Agreement or the applicable Order Form, Schedule or SOW with immediate effect. Neither Party shall have any liability to the other in respect of such termination, provided that promptly on termination all amounts due to Supplier for services rendered shall become immediately due and payable.

16. MISCELLANEOUS

16.1 Entire Agreement

This Agreement, together with the Order Form and any Schedules or SOWs, constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous agreements between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written document setting forth the amendments or modifications and signed by authorized officers of both Parties. In the event of any inconsistency between the terms

of this Agreement and the terms set out in an Order Form, Schedule or SOW, the terms of the Order Form, Schedule or SOW shall prevail to the extent of such inconsistency.

16.2 No Third Party Rights

This Agreement may not be enforced by any person or entity who is not explicitly named in this Agreement as a Party to it.

16.3 Press Release and Marketing

Customer shall at Supplier's request accept reasonable reference visits and invitations to speak at speaking engagements. Customer agrees to the publication by Supplier of a Customer profile and press release advertising this Agreement. Supplier may use the name and the logo of Customer for marketing purposes, including on Supplier's homepage, presentations and reference lists.

16.4 Supplier AI Data Rights

16.4.1 Metadata and Aggregated Data

Supplier reserves the right to collect and use Customer metadata (including behavioral telemetry, database schema, and usage data) and aggregated and/or anonymized data derived from Customer's use of the Services at all times, including after termination of this Agreement, for any purpose including AI and machine learning model training, product improvement, and benchmarking. Such use shall not require further consent from Customer provided the data does not identify Customer or any individual.

16.4.2 Customer Transactional Data

Supplier may use Customer transactional data to train AI and machine learning models for Customer's benefit. Supplier shall not apply the specific results of such training directly to other customers' environments, though Supplier retains the right to incorporate general learnings and improvements derived from such training into its broader AI models and Services.

16.4.3 AI Output and Intellectual Property

Customer shall have a perpetual, royalty-free license to use AI Output generated through its use of the Services. All intellectual property rights in the AI tools, models, algorithms, and any improvements or derivatives thereof remain the exclusive property of Supplier. Nothing in this Agreement grants Customer any rights in the underlying AI models or algorithms.

16.5 Notices

Any notice to be given under this Agreement shall be given in writing and shall be deemed to have been duly given: (i) if personally delivered, on the date of such delivery; or (ii) if sent by registered or certified mail (with return receipt requested), on the date of receipt of such mail at the address set out in the Order Form or at such other address as a Party may from time to time designate by written notice to the other. For clarity, any communication or notification by Supplier regarding fees and payments, including but not limited to invoicing, indexation information, and interest, may at Supplier's option be delivered by email, in which case no other form of delivery shall be necessary.

16.6 Waivers and Releases

A party's failure to exercise or delay in exercising any of its rights under or in connection with this Agreement shall not operate as a waiver or release of those rights unless explicitly designated as such in writing by the waiving party. A waiver or release granted by either party in accordance with this Clause 16.6 shall not be construed as a general waiver of its rights or remedies with respect to any other breach of the rights being waived or of any other rights.

16.7 Severability

If any provision of this Agreement is held invalid or unenforceable then the remaining provisions shall remain in full force and effect and shall continue to apply to the maximum extent permitted by law.

16.8 Assignment

This Agreement may not be assigned or transferred by Customer, in whole or in part, without the prior written consent of Supplier. Any attempt to assign or transfer any of the rights, duties or obligations under this Agreement without the prior written consent of Supplier shall be null and void. Supplier shall be entitled to assign or otherwise transfer its rights or obligations under this Agreement, in whole or in part, to Supplier's Affiliates without Customer's consent.

16.9 Non-Solicitation

Customer shall not during the term of this Agreement and for twelve (12) months thereafter directly or indirectly employ or solicit the employment of any personnel of Supplier that were directly involved in the performance of this Agreement.

16.10 Interpretation

Headings used in this Agreement are for descriptive purposes only. As used in this Agreement, "including" means "including without limitation."

16.11 Non-Exclusive Service

Customer acknowledges that the Services are provided on a non-exclusive basis. Nothing in this Agreement shall be deemed to prevent or restrict Supplier's ability to provide the Services or other similar products or services to other parties.

16.12 Survival

Clauses 1, 3.1, 5, 6, 7, 8, 9, 11.1, 13, 14 and 16 of this Agreement shall survive termination of this Agreement for any reason.

16.13 Independent Contractor

The Parties enter into this Agreement as independent contractors, and nothing in this Agreement nor the conduct of the Parties will be deemed to place the Parties in any other relationship.

16.14 Governing Law, Dispute Resolution and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, or, if Supplier is Smartstream Technologies Inc., with the laws of New York, without regard to any principles of conflicts of law. Any dispute arising out of or related to this Agreement shall be submitted to a court of competent jurisdiction sitting in London, England and the Parties hereby irrevocably agree to the jurisdiction of such court, or, if Supplier is

Smartstream Technologies Inc., to a court of competent jurisdiction sitting in New York County, New York (U.S.A.), The United Nations Convention on the Sales of Goods shall not apply to this Agreement.

16.15 Bankruptcy

Customer acknowledges that the license granted hereunder is a non-exclusive license, and that in the event that Customer files for bankruptcy or is placed into bankruptcy involuntarily, Customer shall not assume, assign or otherwise transfer or sell its non-exclusive license with Supplier without Supplier's written consent.

16.16 Acceptance

These Terms and Conditions are incorporated into and form part of the Order Form. By signing the Order Form, Customer confirms that it has read, understood and agrees to be bound by these Terms and Conditions. No signature is required on this document separately.

These Terms and Conditions are incorporated by reference into the Order Form and do not require separate execution.