

A SAYARI LEGAL DOCUMENT

# Master Subscription and Services Agreement.

The contractual framework governing  
Sayari products and services.

## SECTION 1

# AGREEMENT; DEFINITIONS

## 1.1 Agreement

From time to time, Sayari Labs, Inc. ("**Sayari**") and Customer may execute Order Forms pursuant to which Sayari or its Affiliates will provide Products and Services to Customer. This Master Subscription and Services Agreement and any Order Form referencing or incorporating these terms or indicating acceptance in electronic form, together with any exhibits, schedules or other documents referenced herein or therein, shall form a single agreement (the "**Agreement**"). Any agreement for Products and Services between Customer and Sayari that reference a master agreement shall also be governed by this Master Subscription and Services Agreement as the master agreement unless otherwise expressly set forth therein. This Master Subscription and Services Agreement includes the Global Data Protection Exhibit, to the extent applicable to the Products or Services specified in the Order Form. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Order Form.

## 1.2 Definitions

"**Affiliate**" of a Person means any other present or future Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where the term "control" means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise; provided, that with respect to Sayari, "Affiliate" shall mean only Sayari and its controlled subsidiaries.

"**Authorized Users**" means Customer's current employees, consultants, contractors, and agents (a) who are authorized or permitted by Customer to access and use the Products and/or Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Products and/or Services has been purchased hereunder; provided that, in each case, such individual is not: (a) a resident of any country subject to a United States embargo or other similar United States export restrictions; (b) on the United States Treasury Department's list of Specifically Designated Nationals; (c) on the United States Department of Commerce's Denied Persons List or Entity List; or (d) on any other United States export control list.

"**Business Contact Information**" means the business contact information of a Party (including, without limitation, business addresses, phone numbers, and email addresses, including a Party's contact persons' names used to facilitate the Parties' communications for administration of the Agreement).

"**Customer**" means the Customer entity identified in the Order Form as "Customer."

**"Customer Data"** means: (a) any data that Customer is permitted to submit to or through the Products for storage or processing; (b) other data, including Personal Data, that Customer or an Authorized User provides to Sayari under this Agreement; and (c) the Deliverables.

**"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

**"Data Processing Addendum"** has the meaning set forth in the "Data Security and Privacy" section below.

**"Deliverable(s)"** means the content of the reports, analyses, and other outputs of the Products that are specific to the Customer that are delivered by Sayari to Customer through the Products.

**"Documentation"** means any functional specifications, product documentation, or installation guides that Sayari generally makes commercially available to its customers which describe the functionality, components, and features of the Products and/or Services.

**"Expert Support Services"** means the expert support services (if any) set forth in the Order Form that are provided by Sayari in relation to a Product.

**"Initial Term"** has the meaning set forth in the "Term and Termination" section below.

**"Input"** means any and all instructions, queries, visual or textual cues given by Customer to the Generative AI Services in order to generate an output.

**"Intellectual Property Rights"** means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

**"Generative AI Services"** means the AI models made available to Customer through the Products.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**"Maintenance Release"** means any update, upgrade, release or other adaptation or modification of the Products, including any updated Documentation, that Sayari may provide to Customer from time to time during the Term, which may contain error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Sayari Materials.

**"Order Form"** means Sayari's ordering document executed by Sayari and Customer, or an electronic or online order agreed between Sayari and Customer, that references or incorporates by reference the terms of this Master Services Agreement and sets forth the Products and Services to be provided to Customer, the applicable Fees, and any other terms and conditions

relating to such order (including any other exhibits, schedules and addenda, referenced in the Order Form).

**"Party"** means Sayari or Customer; "Parties" means Sayari and Customer.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

**"Personal Data"** has the meaning given such term in the Data Processing Addendum.

**"Products"** means the particular software-as-a-service, data feeds, information services, and other products and services, if any, to be provided to Customer by Sayari and identified in the Order Form.

**"Purpose"** means the purpose of operating Customer's risk management, investigative or other similar program.

**"Renewal Term"** has the meaning set forth in the "Term and Termination" section below.

**"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, consultants, and independent contractors.

**"Resultant Data"** means information about Customer's use of the Products that is: (a) aggregated and (b) anonymized to not include any Customer confidential information, any references to Customer or its clients, or any other information that would identify Customer or its clients. Without limiting the foregoing, Resultant Data shall include operational and meta data collected by Sayari while providing the Products to Customer, such as usage details, operational status, authentication details, quality and performance metrics, and other technical details necessary for Sayari to operate and maintain the Products. For clarity, Resultant Data excludes Customer Data.

**"Sayari"** means Sayari Labs, Inc.

**"Sayari Marks"** means trade names, trademarks, service marks, logos, trade dress, graphic designs, domain names, and other distinctive brand features owned, registered or otherwise controlled by Sayari and/or its Affiliates.

**"Sayari Materials"** means the Products, Documentation, Sayari Systems and any and all other information, data, documents, materials, works, APIs (application programming interfaces), and other content, devices, methods, processes, software, and other technologies and inventions, including any technical or functional descriptions, requirements, or plans that are provided or used by Sayari or any of its Affiliates or subcontractors in connection with the Products or otherwise comprise or relate to the Products or Sayari Systems. For the avoidance of doubt, Sayari Materials include Resultant Data and any information, data or other content derived from Sayari's monitoring of Customer's access to or use of the Products, but do not include Customer Data.

**"Sayari Systems"** means the information technology infrastructure used by or on behalf of Sayari in performing the Products, including all computers, software, databases, platforms, APIs, websites, mobile applications, electronic systems (including database management systems),

and networks, whether operated directly by Sayari or through the use of third-party services.

**"Services"** means the Standard Support Services and Expert Support Services, if any, to be provided by Sayari to Customer and identified in the Order Form.

**"Standard Support Services"** means the standard support services set forth in the Order Form that are provided by Sayari in relation to a Product.

**"Term"** has the meaning set forth in the "Term and Termination" section below.

**"Third-Party Materials"** means, other than the Sayari Materials, all materials and information in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components, of or relating to the Services, that are proprietary to a third party and not to Sayari and/or its Affiliates.

## SECTION 2

# PROVISION OF PRODUCTS

## 2.1 Access and Use

Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Sayari hereby grants Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Products during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited solely to Customer's internal business use for the Purpose during the Term. All right, title, and interest in and to the Products, the Sayari Materials, and the Third-Party Materials are and will remain with Sayari and the respective rights holders in the Third-Party Materials.

## 2.2 Documentation License

Sayari hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license to reproduce and use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Products for the Purpose. Customer may make a reasonable number of copies of the Documentation for backup and disaster recovery purposes during the Term, provided that Customer also reproduces on such copy any copyright, trademark or other proprietary markings and notices contained in the Documentation.

### 2.3 Changes to Products

Sayari may modify, enhance or remove features or functionality of the Products from time to time. If the changes materially reduce the overall functionality and capability of the Products for the Purpose, then Customer shall have the right to terminate this Agreement and shall continue to have access to the Products for the remainder of the then-current Initial Term or Renewal Term, as applicable. From time to time Sayari may invite Customer to try, at no charge, products or services that are not generally available to Sayari customers ("**Beta Products**"). Customer may accept or decline any such trial in its sole discretion. Any Beta Products will be designated as beta, pilot, limited release, developer preview, or non-production. Customer may not use the Beta Products for any purpose other than to evaluate the viability of the Beta Product concept and provide feedback to Sayari. Sayari may discontinue the Beta Product at any time in its sole discretion.

### 2.4 System Security

Sayari will take commercially reasonable technical and organizational measures designed to secure the Customer Confidential Information from unauthorized access, use, alteration or disclosure. Customer has and will retain sole control over, and sole responsibility for the operation, maintenance, management, and security of the Customer Systems.

### 2.5 Limitations

Customer shall (i) use the Products only for the Purpose and according to the Documentation and this Agreement; (ii) use commercially reasonable safeguards to prevent unauthorized access to or use of the Products and Sayari Materials; and (iii) promptly notify Sayari of any such unauthorized access or use. Customer shall cause its Authorized Users to comply with the Agreement as if they were a direct party thereto. Customer shall be responsible and liable for the acts and omissions of each Authorized User, and any such act or omission will be deemed a breach of the Agreement to the extent it would constitute such a breach if made by Customer.

### 2.6 Restrictions

Customer shall not, and shall not permit any Authorized User or Person to, access or use the Sayari Materials in any manner or for any purpose other than the Purpose and as expressly permitted by this Agreement. Without limiting the foregoing, Customer shall not, and shall not permit or enable any Authorized User or Person to:

- sublicense, distribute or otherwise grant access to or transfer the Sayari Materials to any third party (except as permitted in the Section below entitled Assignment);
- copy, alter, create derivative works of, or otherwise modify the Sayari Materials (except to the extent applicable Laws specifically prohibit such restriction);
- damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Sayari Materials or Sayari's provision of products or services to any third party, in whole or in part;

- reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Sayari Materials;
- systematically access Sayari Materials or extract (or "scrape") information from the Sayari Materials (outside of the features available within the Products for exporting information), including by the use of any engine, software, agent, spider, bot, or other device or mechanism;
- access or use the Sayari Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- use the Sayari Materials in any manner for training or development of artificial intelligence technologies or tools or machine learning language models;
- use the Sayari Materials, including any Deliverables or data contained therein, in connection with artificial intelligence technologies or tools or machine learning language models to generate any data or content and/or to synthesize or combine the Products or any portion thereof with any other data or content for use or distribution to any Person or as otherwise expressly permitted under this Agreement;
- perform, or disclose the results of, stress tests or benchmarking testing of the Sayari Materials;
- use the Sayari Materials for competitive analysis or to build a competitive product or service; or
- encourage, aid or permit any Person to do any of the foregoing.

## 2.7 Suspension or Termination of Products

Sayari may suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Products or Sayari Materials, without advance notice and without incurring any resulting obligation or liability, if: (a) Sayari receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Sayari to do so; (b) Sayari reasonably concludes that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement (including the payment of all Fees and other amounts then due and owing to Sayari), or accessed or used the Products beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of any of the Sayari Materials; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; (iii) there is a significant threat to the security or functionality of the Products or Sayari Systems; or (iv) this Agreement expires or is terminated. This Section 2.7 does not limit any of Sayari's other rights or remedies, whether at law, in equity, or under this Agreement.

## 2.8 API License

From time to time, Customer may require integration of the Products with Customer Systems. In each case, if agreed by the Parties in a related Order Form, Sayari agrees to provide access to its application programming interface ("**API**") for the Fee and quantity listed on the related Order Form. Where applicable, Sayari grants Customer a limited, non-exclusive, non-transferable, and revocable license to download and interact with the API only in connection with its use of the Products for the Purpose. Customer may not use the API in a manner, as reasonably determined by Sayari, that exceeds reasonable request volume or constitutes excessive usage, or in any way other than as agreed in the related Order Form, as determined in Sayari's sole discretion. Notwithstanding anything herein to the contrary, the API is provided "AS IS" with no express or implied warranties.

## 2.9 Maintenance Releases

During the Term, Sayari will make available to Customer, or electronically deliver to Customer, at no additional cost, any Maintenance Release to the current version of the Products as and when Sayari generally releases or makes such Maintenance Release available to Sayari's other customers. If Sayari electronically delivers a Maintenance Release to Customer, where applicable Customer shall promptly install the Maintenance Release on Customer's Systems in accordance with the Documentation and as further directed by Sayari.

### SECTION 3

## CUSTOMER OBLIGATIONS

### 3.1 Effect of Customer Failure or Delay

Customer shall make its Representatives reasonably available, and shall timely provide such information and documentation as is reasonably necessary, to enable Sayari to carry out its obligations under this Agreement. Sayari is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

### 3.2 Corrective Action and Notice

If Customer becomes aware of any actual or threatened activity to the security or functionality of the Products or Sayari Systems, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable measures within its control to stop the activity or threatened activity and to mitigate its effects; and (b) notify Sayari of any such actual or threatened activity. If Sayari is made aware of any Customer use of the Products that may be in violation of applicable Laws or regulations, the Agreement, or third-party rights, Sayari has the right, but not the obligation, to require Customer to cease such use, or to disable Customer's access to the Products.

### 3.3 Customer Service Providers

Customer may permit its third-party consultants and agents to access and use the Products as Authorized Users, provided that: (a) such access and use is solely for the benefit of Customer and within the scope of Customer's permitted use; and (b) no such third party may be granted access as an Authorized User if such third party is a competitor of Sayari, as determined by Sayari in its reasonable discretion. Upon written request by Sayari, Customer will provide Sayari with a written list of any third parties accessing the Products on its behalf, and the nature of such third-party access and use.

## SECTION 4

# CUSTOMER DATA

### 4.1 License Grant

Customer is solely responsible for the accuracy, quality, and legality of the Customer Data, including the method by which Customer Data was acquired. Customer hereby grants to Sayari a non-exclusive, royalty-free, fully paid up, non-sublicensable (except to subcontractors and consultants performing services on behalf of Sayari), non-transferable (subject to Section 13.4) worldwide right and license to, and to permit Sayari's business partners (including, but not limited to, its hosting partners) to, use, copy, modify, perform, and display the Customer Data submitted, transmitted or uploaded by Customer during the Term, solely to (i) perform Sayari's obligations under this Agreement, (ii) for the Purpose, and (iii) improve the Products, including to the extent applicable, the Generative AI Services, provided that Sayari complies with its confidentiality obligations hereunder, and (iv) generate Resultant Data. For clarity, Sayari shall own all rights in and to the Resultant Data. Customer represents and warrants that it has all necessary rights in the Customer Data to grant the foregoing licenses to Sayari.

### 4.2 Data Security and Privacy

**(a) Deletion Upon Request.** Sayari will permanently and irrevocably delete all Customer Data and Deliverables stored by Sayari or its cloud hosting provider, or both, within sixty (60) days of a written request to do so from Customer, or as otherwise required by Law.

**(b) Personal Data.** Sayari will process any Personal Data contained in Business Contact Information in accordance with Sayari's Privacy Policy, located at <https://sayari.com/privacy-policy/>, and to the extent Sayari processes any Personal Data contained in the Customer Data, it will do so in accordance with the Data Processing Addendum available [here](#) (the "**Data Processing Addendum**").

## SECTION 5

# INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

## 5.1 Intellectual Property

**(a) Sayari Materials.** The Sayari Materials, including the Products, are the exclusive property of Sayari and constitute valuable intellectual property and proprietary materials of Sayari. Subject to the limited rights expressly granted in this Agreement, Sayari reserves all right, title and interest in and to the Sayari Materials and all derivative works thereof, including all Intellectual Property Rights, and with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. No rights are granted to Customer except as expressly set forth in this Agreement.

**(b) Customer Data.** The Customer Data is the exclusive property of Customer and constitutes valuable intellectual property and proprietary materials of Customer. Customer grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Sayari to enforce this Agreement and exercise Sayari's rights and perform Sayari's obligations hereunder. Subject to the limited rights expressly granted in this Agreement, Customer reserves all right, title and interest in and to the Customer Data, including all Intellectual Property Rights.

**(c) Deliverables.** Through the Products, Sayari provides Customer and its Authorized Users with access to and use of Deliverables. Customer will own all Deliverables provided by Sayari, exclusive of any Intellectual Property Rights of Sayari embodied therein. Customer may not use the Deliverables in any manner or for any purpose other than the Purpose, and agrees that the Deliverables are for Customer's own internal use and information. Customer shall not (i) transfer, sell, license or otherwise commercialize any Deliverable produced by the Products to any third party, except as expressly provided herein, or (ii) use or make available any Deliverable in connection with any AI service other than the Generative AI Services. Customer has sole responsibility for all use of the Deliverables, including conclusions, decisions or actions taken by Customer based on its use of the Deliverables.

**(d) Resultant Data.** Sayari may use Resultant Data to compile statistical and performance information, and identify trends, related to the provision and operation of the Products. As between Sayari and Customer, all right, title and interest in Resultant Data, and all Intellectual Property Rights therein, belong to and are retained solely by Sayari. Customer agrees that Sayari may use Resultant Data to the extent and in a manner permitted under applicable Law; provided that Resultant Data does not identify Customer, its Authorized Users, or any Customer Confidential Information. In the event any Intellectual Property Rights in, to or under any Resultant Data vests in Customer, Customer hereby assigns to Sayari all of its right, title and interest in and to such Resultant Data.

## 5.2 Feedback

Sayari shall exclusively own and have title to all suggestions, comments, improvements, ideas or other feedback or materials provided by Customer (the "**Feedback**") to Sayari. Customer agrees to assign and hereby does assign to Sayari all right, title and interest in and to the Feedback, except for any Customer Data that may be incorporated therein. Sayari will exclusively own any improvements or modifications to the Products and Sayari Materials based on or derived from any Feedback, including all Intellectual Property Rights in and to the improvements and modifications.

## 5.3 Trademarks

Sayari owns all right, title, and interest in and to the Sayari Marks, and any goodwill arising out of the use of the Sayari Marks will remain with and belong to Sayari. Customer may not copy, imitate or use the Sayari Marks without the prior written consent of Sayari (other than ordinary course internal use or copies of Sayari Marks by Customer for the Purpose). Customer shall not remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Sayari Materials. Customer will not in any way dispute, challenge or contend the validity of the Sayari Marks or any trademark, service mark or copyright registration owned by Sayari.

## 5.4 Government Restricted Rights

This Section applies to Products licensed directly or indirectly by or on behalf of any government, including by any prime contractor or subcontractor. The Products and the related Sayari Materials are commercial items, were developed entirely at private expense and without the use of any government funds, and no part of the Products were first produced in the performance of any government contract. Any use, modification, reproduction, release, performance, display or disclosure of any of the Products or Sayari Materials by any government or its contractors shall be governed solely by the terms of the Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Agreement, and no license in or to any Product is granted to any government or contractor under any different terms.

## SECTION 6

# FEES AND PAYMENTS

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## 6.1 Fees

Customer shall pay Sayari the fees for the Products and Services as set forth in the Order Form ("**Fees**") in accordance with this Section 6. Except as otherwise expressly specified herein or in the Order Form, all Fees (i) shall be payable by Customer within thirty (30) days of the invoice date; and (ii) are non-refundable and non-cancellable. Sayari may change the Fees for Products and Services from time to time, which change shall become effective upon the commencement of the next Renewal Term for such Products and Services, subject to Customer's termination and non-renewal rights as set forth in the "Term and Termination" section below.

## 6.2 Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Sayari's income.

## 6.3 Payment

Customer shall pay all Fees and any applicable expenses pursuant to the terms set forth in the Order Form. Customer shall make all payments hereunder in US dollars to the address or account specified in the Agreement or such other address or account as Sayari may specify in writing from time to time. All amounts payable to Sayari under this Agreement shall be paid by Customer to Sayari in full without setoff, recoupment, counterclaim, deduction, debit or withholding for any reason, or any deduction or withholding of tax as may be required by applicable Law.

## 6.4 Late Payment

If Customer fails to make any payment to Sayari when due then, in addition to all other remedies that may be available:

- Sayari may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly;
- Customer shall reimburse Sayari for all reasonable costs it incurs in collecting any late payments or interest, including attorneys' fees, court costs, and collection fees; and
- if such failure continues for twenty (20) days following written notice by Sayari, Sayari may disable, withhold, suspend, or revoke its grant of a license of, or performance of services relating to, any Product and Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of any such action.

## 6.5 Expenses

Customer shall reimburse Sayari for reasonable out-of-pocket expenses, if any, incurred by Sayari in connection with performing the Products or Services.

## 6.6 Invoice Disputes

Customer must notify Sayari of any invoice dispute within thirty (30) days of the date of the applicable invoice and shall cooperate with Sayari in good faith in resolving any such dispute. If the Parties are unable to resolve such dispute within thirty (30) days after Customer's notice of the dispute, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity. For the avoidance of doubt, any undisputed amount must be paid in full. Sayari may accept any payment in any amount without prejudice to Sayari's right to recover the balance of any amount due or to pursue any other right or remedy. Customer shall pay all of Sayari's reasonable fees, costs, and expenses (including reasonable attorneys fees) if a legal proceeding is required to collect outstanding undisputed balances.

## SECTION 7

# TERM AND TERMINATION

## 7.1 Term

The Agreement shall commence on the Effective Date specified in the Order Form and will remain in effect unless otherwise terminated in accordance with this Agreement. The initial term of a subscription purchased on an Order Form (the "**Initial Term**") shall be one (1) year unless otherwise expressly set forth in the Order Form. Following the Initial Term, the term of each subscription shall automatically renew for successive periods equal to one (1) year each (or such longer term as specified on the Order Form) (each, a "**Renewal Term**"), unless either Sayari or Customer gives written notice of non-renewal to the other Party at least thirty (30) days prior to the first day of any such Renewal Term. The Initial Term and the Renewal Term(s) (if any) are referred to collectively as the "**Term.**"

## 7.2 Termination

In addition to any other express termination right set forth elsewhere in this Agreement:

- Sayari may terminate an Order Form or this Agreement in its entirety, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than twenty (20) days after Sayari's delivery of written notice thereof;
- Either Party may terminate an Order Form or this Agreement in its entirety, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

- The Parties may terminate an Order Form or this Agreement in its entirety by mutual written agreement; and
- Either Party may terminate an Order Form or this Agreement in its entirety, effective immediately, if the other Party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

### 7.3 Effect of Termination or Expiration

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in Section 8 below or elsewhere in the Agreement:

- all rights, licenses, and authorizations granted by either Party to the other hereunder will immediately terminate;
- Sayari shall immediately cease all use of any Customer Data or Customer's Confidential Information and, subject to Section 8 below, (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all Sayari Systems;
- Customer shall immediately cease all use of any Products, Sayari Materials and Third-Party Materials and, subject to Section 8 below, (i) promptly return to Sayari, or at Sayari's written request destroy, all documents and tangible materials (excluding the Deliverables) containing, reflecting, incorporating or based on any Sayari Materials, Third-Party Materials or Sayari's Confidential Information; and (ii) permanently erase all Products, Sayari Materials, Third-Party Materials and Sayari's Confidential Information from all Customer Systems;
- Sayari may disable all Customer and Authorized User access to the Sayari Materials;
- if Customer terminates this Agreement pursuant to Section 7.2(b), Sayari shall refund to Customer, within 30 days after the effective date of such termination, any amounts Customer has paid in advance for Products that Sayari has not performed as of the effective date of termination;
- if Sayari terminates this Agreement pursuant to Section 7.2(a) or Section 7.2(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously accrued but not yet paid service charges and reimbursable expenses, within thirty (30) days after the effective date of such termination.

#### 7.4 Effect on Order Form

Upon termination of any Order Form (but not this Agreement in its entirety) under this Section 7, this Agreement will remain in effect and continue to apply to all then-outstanding Order Forms.

#### 7.5 Survival

Provisions of this Agreement that by their nature are intended to survive, will continue to apply in accordance with their terms including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity obligations, limitations of liability, and the provisions of the section entitled Miscellaneous.

### SECTION 8

## CONFIDENTIALITY

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#### 8.1 Confidential Information

In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Section 8.2, "**Confidential Information**" includes, without limitation: (a) the existence and terms of and any information relating to this Agreement; (b) information in any form or medium (whether oral, written, electronic or other) and whether or not marked, designated or otherwise identified as "confidential," that the Disclosing Party considers confidential or proprietary relating to its past, present, and future business affairs, including, without limitation, finances, customer information, supplier information, employee information, products, services, organizational structure and internal practices, forecasts, sales and financial results, records and budgets, and business, marketing, development, sales and other commercial plans and strategies; (c) designs, specifications, documentation, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions; (d) inventions, ideas, methods, discoveries, trade secrets, know-how, and other confidential intellectual property; (e) personally identifiable information; (f) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party; and (g) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials, however recorded, prepared by the Receiving Party or its Representatives containing or based, in whole or in part, on any information described above.

## 8.2 Exclusions

Except for Personal Data or any third-party information that the Receiving Party is under a contractual or other binding obligation to maintain in confidence, Confidential Information does not include information that: (a) was already known by, or in the possession of, the Receiving Party without restriction on use or disclosure prior to the disclosure of such information by the Disclosing Party; (b) at the time of disclosure is, or thereafter becomes, publicly known other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (c) at the time of disclosure is, or thereafter becomes, available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party, to the Receiving Party's knowledge, is not and was not prohibited from disclosing such information by a legal, fiduciary, contractual or other obligation to the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

## 8.3 Protection of Confidential Information

Receiving Party's obligation to protect Confidential Information shall survive the termination or expiration of this Agreement for three (3) years; except that Receiving Party's obligation to protect Confidential Information that is a trade secret shall survive in perpetuity. As a condition to being provided with any disclosure of or access to Confidential Information the Receiving Party shall:

- not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under Section 8.1 and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8;
- safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure;
- ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8; and
- Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 8 with respect to any Confidential Information that constitutes a trade secret under

any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

#### **8.4 Compelled Disclosures**

If the Receiving Party or any of its Representatives are compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.3 and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

#### **8.5 Retention Policies**

The Agreement does not require a Receiving Party to return or destroy any such portions of the Disclosing Party's Confidential Information that constitute electronic data that is generally inaccessible or that has been stored on the Receiving Party's backup systems in the ordinary course of business as part of standard backup procedures, but only to the extent that such Confidential Information is only accessible by person(s) whose function is primarily information technology, and provided that such person(s) only have limited access to such Confidential Information to enable the performance of such information technology duties. In addition, the Receiving Party may retain copies of any such Confidential Information as is necessary to comply with applicable audit, legal or regulatory requirements, professional obligations and standards and internal document retention policies, provided any such Confidential Information may only be accessed for such purposes and may not be used for any other purpose whatsoever (including, but not limited to, any production or commercial purpose).

### **SECTION 9**

## **LIMITED WARRANTIES**

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## 9.1 General Warranties

Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the applicable Laws of the jurisdiction of its incorporation or other organization; (b) it has the authority to enter into and perform under this Agreement; (c) it will comply with all Laws applicable to its provision or use of the Products and Services, as applicable; (d) the execution of this Agreement by its Representative has been duly authorized by such Party; and (e) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party.

## 9.2 Customer Warranties

In addition to the warranties set forth in Section 1 above, Customer represents and warrants that (a) it has obtained, and will maintain, all rights, licenses, consents, and authorizations required by applicable law, and has provided all notices required by applicable law, to allow Customer to upload, use, transmit and grant Sayari the rights to access, use and process Customer Data, including any Personal Data contained therein, in connection with the Products; (b) its use of the Products will comply with all applicable laws and regulations; and (c) it is solely responsible for reviewing, evaluating, and determining the appropriateness of any Deliverables, including any outputs generated through Generative AI Services, and for any reliance by Customer and its Authorized Users on such Deliverables.

## 9.3 Products and Services Warranty

Sayari represents and warrants that during the Term: (a) the Services, if any, will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards, using personnel having the appropriate background and skills; and (b) the Products will perform materially in accordance with the specifications set forth in the Documentation. For any breach of the warranties in this Section 9.2, Customer's exclusive remedies and Sayari's sole obligations are those described in Section 7.

## 9.4 Exceptions

The warranties in Sections 9.1 and 9.2 do not apply to: (a) any component of the Product that has been used in a manner other than as set forth in the Documentation and authorized under this Agreement, to the extent such improper use causes the Product to be nonconforming; (b) modification of the Sayari Materials by any person other than Sayari; or (c) Force Majeure or any other type of catastrophic or unforeseeable circumstance. Any claim submitted under Sections 10.2 or 10.3 must be submitted in writing to Sayari during the warranty period. No oral or written information or advice given by Sayari or any of its Representatives shall constitute a representation or warranty unless expressly set forth in this Agreement.

## 9.5 Disclaimers

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY PROVIDERS, INCLUDING RELATED TO THIRD-PARTY MATERIALS AND SYSTEMS.**

## SECTION 10

# INDEMNIFICATION

## 10.1 Indemnification by Sayari

Sayari will, at its expense, either defend Customer from or settle any claim, demand, suit or proceeding brought by a third party ("**Claim**") against Customer alleging that Customer's use of the Products in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights. Sayari will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim, provided Customer (a) promptly give Sayari written notice of the Claim, (b) gives Sayari sole control of the defense and settlement of the Claim (except that Sayari may not settle any Claim against Customer unless it unconditionally releases Customer of all liability), and (c) gives Sayari all reasonable assistance, at Sayari's expense. If Sayari receives information about an infringement or misappropriation claim related to the Products or Services, Sayari may in its discretion and at no cost to Customer (i) modify the applicable Product or Service so that it no longer infringes or misappropriates, without breaching the warranties under this Agreement, or (ii) obtain a license for Customer's continued use of that Product or Service in accordance with this Agreement, and if neither (i) or (ii) is commercially reasonable, (iii) terminate Customer's subscriptions for that Product or Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. Sayari's defense and indemnity obligations will not apply to the extent any infringement or misappropriation arises as a result of: (i) use of Customer Data or Customer Systems; (ii) Third-Party Materials; (iii) the combination, operation or use of the Products with software or systems not provided by Sayari where use of the Products provided hereunder by themselves would not be infringing; (iv) Customer's breach of this Agreement, or (v) Customer's negligence, gross negligence or willful misconduct.

## 10.2 Indemnification by Customer

Customer will defend Sayari against any Claim brought against Sayari by a third party alleging that Customer Data, or Customer's use of any Services, Products or Deliverables in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights, and will indemnify Sayari from any damages, attorney fees and costs finally awarded against Sayari as a result of, or for any amounts paid by Sayari under a court-approved settlement of, a Claim against Sayari, provided Sayari (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (except that Customer may not settle any Claim against Sayari unless it unconditionally releases Sayari of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply to the extent a Claim against Sayari arises from: (i) Sayari's breach of this Agreement, or (ii) Sayari's negligence, gross negligence, or willful misconduct.

## 10.3 Exclusive Remedy

A Party's defense and indemnification obligations described in this Section are the indemnitor's sole liability to, and the indemnitee's exclusive remedy against, the other Party for a third-party Claim set forth in this Section.

## SECTION 11

# LIMITATION OF LIABILITY

## 11.1 Limitation of Liability

**EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OR SERIES OF RELATED INCIDENTS; PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

## 11.2 Exclusions

**EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

## SECTION 12

# DISPUTES

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### 12.1 Informal Dispute Resolution

If a dispute arises between the Parties, then the Parties will use reasonable efforts to resolve the dispute through negotiation. If such negotiations result in an agreement in principle to settle the dispute Parties shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

### 12.2 Unresolved Disputes; Waiver of Jury Trial

Upon the Parties' mutual written agreement, any dispute under this Agreement may be submitted for resolution to mediation to occur at a mutually agreed upon location. The Parties reserve all rights to adjudicate any dispute not submitted to mediation hereunder, in any court of competent jurisdiction located in New Castle County, State of Delaware, USA; provided, however, that each Party hereby waives the right to a trial by jury in any such action.

### 12.3 Exception for Injunctive Relief

The Parties acknowledge that any breach of the confidentiality provisions herein or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to the dispute resolution process described above and any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

## SECTION 13

# MISCELLANEOUS

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### 13.1 Publicity and Logo Use

Sayari may use Customer's name and logo in listings of Sayari's customers on the website located at [www.sayari.com](http://www.sayari.com) and in other materials or disclosures for marketing purposes. Customer may request that Sayari cease or modify any use of Customer's name or logo by providing notice to Sayari. Customer shall not use Sayari's name, trademarks, or the name of any affiliate, officer, employee, or independent contractor of Sayari in any marketing, advertising, or public statement without the prior written consent of Sayari.

### 13.2 Force Majeure

**(a) No Breach or Default.** In no event will a Party be liable to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligation to make payments), when and to the extent such failure or delay is caused by any circumstances beyond a Party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition, or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of sixty (60) days or more.

**(b) Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

### 13.3 Independent Contractors

Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

### **13.4 Assignment**

Except as set forth in this Section, neither Party shall assign, delegate or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to any Affiliate, or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation or otherwise. Any other attempted assignment shall be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by, any permitted assignee.

### **13.5 Applicable Law**

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware without regard to any conflicts-of-law provisions or choice of law provisions of the State of Delaware or of any other jurisdiction which provisions (if applied) would result in the application of the laws of any other jurisdiction other than of the State of Delaware. The sole and exclusive personal jurisdiction and venue for any legal proceedings in connection with this Agreement shall be in the federal court in the U.S. District of Delaware and state court in New Castle County, Delaware. The Parties waive any objections related to such jurisdictions and venues. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

### **13.6 Notice**

Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notices required by this Agreement will be in writing and given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified on the Order Form (or such other address as may be specified in writing in accordance with this Section).

### **13.7 Further Assurances**

Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

### **13.8 Entire Agreement**

This Agreement, including any attachments and exhibits, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Order Form; (ii) this Master Subscription and Services Agreement; and (iii) the Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless it exists in writing and is signed by the Party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.