LAST UPDATED: July 14, 2025

MASTER SERVICES AGREEMENT

TERMS OF SERVICE (v2025.1)

These Master Services Agreement Terms of Service ("**Terms of Service**") govern the provision of services by Sudozi, Inc. ("**Sudozi**") to its customer ("**Customer**"). These Terms of Service, the Sudozi Orders signed by Customer and Sudozi, and any policies or other documents incorporated by reference herein or therein are collectively referred to as the "**Agreement**". The Agreement will be effective as of the first Order Effective Date between the parties ("**Effective Date**"). If Customer signs and returns an Order but does not complete the date of signature, Sudozi may fill in the date of signature with the date it receives the signed Order. Capitalized terms used in these Terms of Service will have the definitions specified in Section 1 (Definitions), or as otherwise set forth herein.

TERMS AND CONDITIONS

1.   DEFINITIONS

1.1   "**Affiliate**" means any entity (a) controlled, directly or indirectly, by, under common control with, or controlling a party to this Agreement, and specifically includes subsidiaries, partnerships, joint ventures, and other entities or operations for which the party has operational or management control, where "control" means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, (b) in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity, but in each case only for so long as such ownership or control will continue.

1.2   "**Authorized User**" means Customer employees, contractors or third party vendors who are uniquely identified by Customer as users of the SaaS Services. If the number of Authorized Users is limited in an Order, Customer may permanently (i.e., not for a predefined temporary period) replace one Authorized User with another if the original Authorized User no longer has access to the SaaS Services.

1.3   "**Customer Data**" means Customer's data, content and materials of any kind submitted by Customer to or through the SaaS Services including data, content and materials input into the SaaS Services by Authorized Users.

1.4   "**Effective Date**" means the effective date of this Agreement as set forth in the above preamble.

1.5   "**Non-Sudozi Products**" means applications, services, and content provided by entities or individuals other than Sudozi and are not Third Party Resale Products, and that interoperate with the SaaS Services, including software, data, services, websites or other products.

1.6   "**Order**" means the order form pursuant to which from time to time Customer orders SaaS Services and Implementation Services (as defined below) referencing these Terms of Service.

1.7   "**Order Effective Date**" means the start date of an Order as set forth in each Order.

1.8   "**SaaS Services**" means the online, web-based software-as-a-service (SaaS) made available to Customer by Sudozi as set forth in the Order and the Documentation (as defined below), including any updates and upgrades thereto provided or made available to Customer by Sudozi under this Agreement.

1.9 "**Subscription Period**" means the period set forth in an Order during which Customer may use the SaaS Services.

1.10 "**Support Services**" has the definition in Section 2.3.

1.11 "**Third Party Resale Products**" has the meaning set forth in Section 4.4.

1.12 "**Unit**" means an item, in addition to Authorized Users, described in the applicable Order upon which the fees set forth in the Order are calculated.

2. SERVICES

2.1 Implementation. In connection with the setup and provision of the SaaS Services, Sudozi will provide certain implementation services ("**Implementation Services**") as set forth in the Order or in a separate Statement of Work ("**SOW**").

2.2 SaaS Services. Subject to the terms and conditions of the Agreement, Sudozi will provide Customer with access to the SaaS Services during the Subscription Period solely for Customer's internal use in accordance with Sudozi's applicable user documentation ("**Documentation**") for the number of Authorized Users and other Units set forth in the applicable Order. Customer will be responsible for providing and maintaining its own data systems, network connectivity, electric power, and the hardware and software infrastructure necessary to access the SaaS Services through the Internet (collectively, the "**Customer Infrastructure**"), and Sudozi will not be liable in any way for any failures arising from or relating to the Customer Infrastructure.

2.3 Support Services. Sudozi will provide the support and maintenance services ("**Support Services**") to Customer with respect to the SaaS Services, and Customer's use of the SaaS Services, in accordance with Appendix B to the Order.

2.4 Backup. Sudozi will backup Customer Data entered into the SaaS Services since the last backup daily to Sudozi's backup location. Sudozi will create a full backup (complete data copy) at least once per week at such backup location. Sudozi will maintain all backup files for at least 60 days during the term of this Agreement.

2.5 Security. Sudozi will: (a) implement reasonable physical, organizational and technological safeguards designed to protect the confidentiality, security and integrity of the Customer Data, in accordance with industry standards; (b) restrict access to the Customer Data to only those individuals who require such access to perform their duties or services, and provide appropriate training to such individuals respecting handling Customer Data in accordance with applicable Laws and this Agreement; (c) promptly advise Customer of any and all third party inquiries, complaints, access requests, and other third party communications regarding Customer Data, and cooperate with Customer to provide individuals with timely access to their own Customer Data; (d) cooperate with Customer to amend, rectify, delete or update Customer Data in accordance with written instructions from Customer within ten days of receiving such written instructions; (e) notify Customer promptly, in writing, of any material breach of this Section including any unauthorized access, use or disclosure of Customer Data, and cooperate with Customer to remedy any security breach or other breach of this Section, and meet any requirements prescribed by law in respect of such breach; and (g) promptly notify Customer of any changes to its policies, procedures or protocols respecting the collection, use, storage, processing and destruction of Customer Data.

3. ORDERS; PAYMENT

3.1 Orders. The parties have entered into an initial Order referencing these Terms of Service. Subsequent purchases will be made by mutual execution of additional Orders and will also be subject to these Terms of Service. Any contractual

terms and conditions, preprinted or otherwise, set forth in a Customer-issued purchase order, will be of no force and effect. Any such purchase order will be solely for the purpose of fulfilling Customer's internal accounting processes and requirements.

3.2 <u>Affiliate Orders</u>. Customer may allow its Affiliates to use the SaaS Services made available to Customer hereunder for the benefit of Customer and its Affiliates, provided that Customer will be responsible for the acts and omissions of its Affiliates as if such acts and omissions were those of Customer. Customer Affiliates may also order SaaS Services under this Agreement by either of the following methods: (a) pursuant to an Order executed by Customer and Sudozi, in which case Customer will be responsible for such Affiliate's compliance with the terms and conditions of this Agreement, including payment obligations, or (b) pursuant to an Order executed by such Affiliate and Sudozi under which such Affiliate agrees to the terms and conditions of this Agreement and will be "Customer" for all purposes under this Agreement with respect to such Order only. With respect to any such Order signed by an Affiliate, the relevant Affiliate will be solely liable for its own compliance with the terms and conditions of this Agreement, including payment obligations.

3.3 <u>Fees; Payment Terms</u>. Customer will pay Sudozi the amounts set forth in the Order in accordance with the payment schedule set forth therein. Unless otherwise set forth in the Order, payment from Customer is due within 30 days from the date of invoice. In Sudozi's sole discretion, Customer may be charged a late fee of 1.5 % per month (or the maximum rate allowed by applicable law if it is less) on any undisputed amount not paid when due. Except as expressly set forth in this Agreement, all fees are non-refundable and non-cancellable.

3.4 <u>Taxes</u>. Sudozi's fees do not include any local, state, federal or foreign taxes, levies, or duties of any nature (collectively, "**Taxes**"). Customer is responsible for timely paying all applicable Taxes arising from the performance of this Agreement,

excluding only taxes based on Sudozi's income. If Sudozi has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer unless Customer provides Sudozi with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will make all payments under this Agreement without withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, Customer will, when making the payment to which the withholding or deduction relates, pay to Sudozi such additional amount as will ensure that Sudozi receives the same total amount that it would have received if no such withholding or deduction had been required.

4. **CUSTOMER OBLIGATIONS**

4.1 <u>Account Creation</u>. In order to use the SaaS Services, Customer must register for an account ("**Account**"). All Authorized Users must be invited by Customer to use the Account (or at Customer's request, Sudozi will invite Authorized Users on Customer's behalf). Customer represents and warrants that: (a) all required Account registration information submitted is truthful and accurate; and (b) Customer will maintain the accuracy of such information.

4.2 <u>SaaS Services Use Guidelines</u>. Customer will use the SaaS Services solely as contemplated by this Agreement and will not, and will not authorize any third party to: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party other than Authorized Users; (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the software or systems comprising the SaaS Services; (c) frame or utilize framing techniques to enclose any trademark, logo, images, text, page layout or form; (d) use any metatags or other "hidden text" using Sudozi's name or trademarks; (e) copy, modify, alter or create any

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derivative works of the SaaS Services or Documentation provided or made available by Sudozi hereunder; (f) use any manual or automated software, devices or other processes (including spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages that host the SaaS Services; (g) republish, download, display, post or transmit in any form or by any means the SaaS Services, in whole or in part; (h) remove or destroy any copyright notices or other proprietary markings contained on or in the SaaS Services (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (j) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (k) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (l) interfere with or disrupt the integrity or performance of the SaaS Services; (m) use the SaaS Services in violation of any applicable laws or regulations (including any export laws, restrictions, national security controls and regulations); (n) use the SaaS Services to directly or indirectly engage, or participate, in any business or enterprise in competition with, the SaaS Services; or (o) attempt to gain unauthorized access to the SaaS Services or related systems or networks.

4.3 <u>Non-Sudozi Products</u>. While Sudozi enables integrations with Non-Sudozi Products as a convenience to its customers, no such integrations are official partnerships or endorsements. If Customer enables any Non-Sudozi Products for use with the SaaS Services, Sudozi assumes no responsibility or liability for such Non-Sudozi Products including interoperation with the SaaS Services or support, maintenance, security or discontinuation of the Non-Sudozi Products. Customer's use of the Non-Sudozi Products is solely between Customer and the third party provider of the Non-Sudozi Product and is governed by such third party's terms and conditions.

4.4 <u>Third Party Resale Product</u>. If Customer purchases any third party products or services from Sudozi ("**Third Party Resale Products**"), then additional terms and conditions with respect to such Third Party Resale Products will apply as set forth in the applicable Order.

4.5 <u>Account Activity</u>. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) maintain the confidentiality of Customer's Account login credentials and use commercially reasonable efforts to prevent unauthorized access to, or use of, the SaaS Services; and (c) be fully responsible for all activities that occur under Customer's Account. Customer is responsible for Authorized Users' and its Affiliates' compliance with this Agreement. Customer will promptly notify Sudozi of any unauthorized Account access or use of the SaaS Services or other suspected security breach of which Customer is aware. Sudozi is not liable for any loss or damage arising from Customer's failure to comply with the above requirements.

4.6 <u>System Administrator</u>. Customer will provide Sudozi contact information for Customer's system administrator, who is authorized to provide the information required to configure and manage the SaaS Services.

4.7 <u>Account Correspondence</u>. Customer agrees that Sudozi may rely on all information provided to Sudozi by the Customer from the Customer designated e-mail addresses. Sudozi may provide all notices, statements, and other communications arising under this Agreement (other than legal notices) to Customer through either e-mail or other method mutually agreed by the parties from time to time.

5. **TERM; TERMINATION**

5.1 <u>Term of Agreement</u>. This Agreement will become effective on the Effective Date and will continue thereafter until there have not been any

Subscription Periods in effect for a period of one year, unless terminated earlier in accordance with the terms of this Agreement.

5.2   Subscription Period. Each Subscription Period will commence on the Order Effective Date and continue for the period set forth in the applicable Order ("**Initial Subscription Period**"), unless terminated earlier in accordance with the terms of this Agreement. The Subscription Period will automatically renew for subsequent additional periods of the same length as the Initial Subscription Period, at the then-current terms and conditions, unless either party provides written notice of the intent not to renew at least 30 days before the end of the then-current Subscription Period.

5.3   Termination. This Agreement may be terminated:

(a)   by either party for any breach of this Agreement by the other party and such breach has continued uncured for a period of 30 days after the breaching party is given written notice of such breach; or

(b)   by either party, effective immediately, if the other party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or similar proceedings pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors applies for or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, is wound up or liquidated, or ceases its business activities.

5.4   Effect of Termination. Upon termination of this Agreement, (a) Sudozi will immediately cease providing any applicable Implementation Services, and deactivate and terminate access to the SaaS Services, (b) Customer will within 30 days promptly pay to Sudozi any and all unpaid amounts due under this Agreement, (c) pursuant to Section 6.4, each party will promptly return or destroy, at the Disclosing Party's direction, all Confidential Information of the Disclosing Party, and all copies thereof, and (d) within 30 days of termination of this

Agreement, upon request of Customer Sudozi will provide or make available to Customer all Customer Data in the possession or control of Sudozi and, in any event, within 60 days following termination Sudozi will destroy all such Customer Data; upon request a party will confirm compliance with the foregoing provisions of subsections (c) and (d). The provisions of Sections 1, 3.2, 3.3, 3.4, 4.1, 4.2, 4.4, 4.5, 5.4, 6, 7, 8.4, 9, 10 and 11 will survive any termination or expiration of this Agreement.

5.5   Suspension of SaaS Services. Sudozi may suspend Customer's access to and use of the SaaS Services: (a) if Sudozi deems it necessary to prevent or terminate any prohibited use, or (b) upon notice to Customer if Customer commits a material breach of this Agreement including failure to pay fees when due. Sudozi will provide Customer with notice and an opportunity to remedy such violation or threat (including 15 days written notice if Customer is in default of its payment obligations hereunder) before any such suspension unless Sudozi reasonably concludes that Customer's use of the SaaS Services is causing an immediate, material and ongoing harm to the security, integrity or availability of the SaaS Services. Sudozi will promptly remove such suspension to the applicable SaaS Services once the applicable violation or threat has been resolved. Suspension of SaaS Services will not constitute a termination of the Agreement nor will it relieve Customer of any of Customer's obligations or liabilities under the Agreement.

6.   CONFIDENTIALITY

6.1   Confidential Information. The term "**Confidential Information**" includes all information, software and data furnished by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether in oral, written, graphic or machine-readable form, and materials, documentation, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and procedures, security related information including SOC 2 reports, ISO reports, information on the design or effectiveness of the

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implementation of security controls by Sudozi's third party service providers, legal, financial or business affairs, markets, products, key personnel, suppliers, policies or operational methods, plans for future developments for the business of the Disclosing Party, and all other information disclosed to the Receiving Party by the Disclosing Party that is not readily available to the public, and all copies of the foregoing, that is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential. Notwithstanding the foregoing, this Agreement, all Documentation related to the SaaS Services and all information regarding the performance of the SaaS Services (including availability, uptime, and performance benchmarks) will be deemed to be the Confidential Information of Sudozi regardless of whether they are so marked. In addition, all information provided by Customer to Sudozi, including financial and customer information, will be deemed to be the Confidential Information of Customer regardless of whether they are so marked.

6.2 <u>Non-Confidential Information</u>. Notwithstanding the foregoing, Confidential Information will not include information that: (a) has entered the public domain through no action or failure to act by the Receiving Party; (b) before disclosure hereunder was already lawfully in Receiving Party's possession without any obligation of confidentiality; (c) subsequent to disclosure hereunder is obtained by the Receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the Receiving Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.3 <u>Obligation of Non-Disclosure</u>. The Receiving Party agrees (a) not to disclose the Confidential Information of the Disclosing Party to any third parties (except for its subcontractors or professional advisors who are bound by an obligation of confidentiality no less restrictive than this provision), and (b) to use the Confidential Information solely for the purpose of performing its

obligations and exercising its rights under this Agreement. The Receiving Party will safeguard the Confidential Information of the Disclosing Party with at least the same degree of care that it utilizes to safeguard its own Confidential Information, but in any event not less than a reasonable degree of care. The Receiving Party will not remove or alter any copyright, trademark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Disclosing Party.

6.4 <u>Return of Confidential Information</u>. Each Receiving Party will destroy or return to Disclosing Party all Confidential Information of the Disclosing Party that the Receiving Party possesses upon the expiration or termination of this Agreement.

6.5 <u>Authorized Disclosure</u>. If the Receiving Party is compelled by law, regulation, or a court of competent jurisdiction to disclose any of the Disclosing Party's Confidential Information, to the extent permitted by law, the Receiving Party will promptly notify the Disclosing Party so that it may seek a protective order or other appropriate remedy. The Receiving Party agrees to cooperate at the Disclosing Party's expense in seeking such order or other remedy. If disclosure is ultimately required, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment and continue to treat such Confidential Information in accordance with its obligations under this Section. Each party may disclose the terms and conditions of this Agreement: (a) on a confidential basis to legal or financial advisors; (b) pursuant to reports, applications or similar filings submitted to regulatory agencies and governing authorities as required by applicable law; or (c) on a confidential basis in connection with any financing transaction or due diligence inquiry.

6.6 <u>Injunctive Relief</u>. Each party acknowledges that the Disclosing Party would be irreparably harmed if Receiving Party's obligations under this Agreement

are not specifically enforced and that Disclosing Party would not have an adequate remedy at law in the event of an actual or threatened breach hereof. Accordingly, the Disclosing Party is entitled to specific performance, injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of proving irreparable harm or posting bond and without waiving any other remedies at law or in equity which may be available in the event of any action to enforce such provisions.

7. PROPRIETARY RIGHTS

7.1 <u>Ownership</u>. As between Sudozi and Customer, Sudozi owns all right, title, and interest in and to the SaaS Services and the hardware and software used to provide the SaaS Services, the Documentation, Sudozi's Confidential Information, and all intellectual property rights related thereto ("**Sudozi IP**"). As between Customer and Sudozi, Customer owns all right, title, and interest in and to the Customer Data, Customer's Confidential Information, and all intellectual property rights related thereto. This Agreement does not grant any right or license to any intellectual property except as expressly provided in this Agreement, and no other right or license is to be implied by or inferred from any provision of this Agreement or by the conduct of the parties.

7.2 <u>Customer Data</u>. Customer hereby grants to Sudozi a revocable, non-exclusive, non-transferrable (except as expressly authorized in Section 11.6), royalty-free, paid-up, worldwide license to access and use the Customer Data to (a) provide, perform, improve and enhance the SaaS Services and for other development, diagnostic and corrective purposes in connection with the SaaS Services and other Sudozi offerings, and (b) disclose such data solely in aggregate and anonymized form in connection with the provision and marketing of the SaaS Services. Under no circumstances will any such data be capable of being re-identified.

7.3 <u>Suggestions</u>. To the extent that Customer submits to Sudozi any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the SaaS Services ("**Suggestions**"), Customer hereby grants Sudozi a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to freely use, disclose, and otherwise exploit such Suggestions (excluding any Customer Data and Personal Data contained therein), including by incorporating the Suggestions into future versions of the SaaS Services.

7.4 <u>No Exclusivity</u>. Customer acknowledges that Sudozi is in the business of providing development and other services to other customers, and that Sudozi will have the right to provide to third parties services which are the same as or similar to the SaaS Services provided to Customer pursuant to this Agreement or a SOW, and to use or otherwise exploit any Sudozi IP in providing such services.

8. WARRANTIES

8.1 <u>Mutual Warranties</u>. Each party represents and warrants to the other party that (a) it has the right to enter into this Agreement and to perform its obligations hereunder, and (b) the execution, delivery and performance of this Agreement does not conflict in any material respect with or constitute a material breach or default of any organizational document, agreement or other writing to which it is a party.

8.2 <u>Performance Warranty</u>. Sudozi warrants that the SaaS Services will substantially perform the functions described in the then-current Documentation for the SaaS Services. This warranty does not apply if the SaaS Services are not administered in accordance with the applicable instructions and training provided by Sudozi. If the SaaS Services fail to operate as warranted in this Section 8.2 and Customer notifies Sudozi in writing of the nature of the non-conformance ("**Notice**"), Sudozi will make commercially reasonable efforts to promptly repair or replace the non-conforming SaaS Services without charge. If, after a reasonable opportunity to cure, Sudozi does not remedy the non-conformance, Customer may no later than 60 days after giving the Notice terminate the

Agreement and receive a refund of the prepaid SaaS Services fees for the period following the date of termination. The foregoing provides Customer's exclusive remedy, and Sudozi's exclusive obligation and liability, for breach of the warranty in this Section 8.2.

8.3 <u>Customer Representations and Warranties</u>. Customer represents and warrants that (a) Customer has the right to furnish all Customer Data to Sudozi, and (b) Customer will comply with all laws and regulations applicable to Customer's use of the SaaS Services and provision of the Customer Data to Sudozi.

8.4 <u>Disclaimer of Implied Warranties</u>. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR CUSTOMER'S USE OF THE SAAS SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUDOZI MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SAAS SERVICES, THE IMPLEMENTATION SERVICES, THE SUPPORT SERVICES, OR THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. SUDOZI DOES NOT WARRANT THAT THE SAAS SERVICES WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS OR THAT THE PROVISION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR THAT THE SAAS SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR ERROR-FREE. The SaaS Services rely on Customer Data, and Sudozi is not liable for the content of the Customer Data or results generated from the Customer Data. Customer acknowledges and agrees that neither Sudozi nor its suppliers operate or control the Internet and that: (a) viruses, worms, Trojan horses, or other undesirable data or software exist; and (b) unauthorized users (e.g., hackers) may attempt to obtain access to Customer Data, web site, computers, or networks. Sudozi uses reasonable efforts (including firewalls) consistent with industry standards to protect the SaaS Services from such unauthorized use, but subject to the foregoing, Sudozi is not responsible for issues related to acts or omissions of third parties.

9. INDEMNIFICATION

9.1 <u>Sudozi Indemnity</u>. Sudozi will defend any action brought against Customer to the extent that it is based upon a third party claim (a) that the SaaS Services, as provided by Sudozi to Customer under this Agreement and used within the scope of this Agreement, infringe or misappropriate any patent, copyright or trade secret or violates any other intellectual property right of a third party, and/or (b) arising from the willful misconduct or fraud of Sudozi, and Sudozi will indemnify Customer from the costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer or agreed upon by Sudozi in settlement.

9.2 <u>Injunction</u>. If Customer's use of any of the SaaS Services hereunder is, or in Sudozi's opinion is likely to be, enjoined due to the type of infringement specified in Section 9.1 above, or if a claim is brought against Customer due to the type of infringement specified in Section 9.1 above, then Sudozi may, at its sole option and expense: (a) procure for Customer the right to continue using such SaaS Services under the terms of this Agreement; (b) replace or modify such SaaS Services so that they are non-infringing and substantially equivalent or better in function to the enjoined SaaS Services; or (c) if options (a) and (b) above cannot be accomplished despite Sudozi's commercially reasonable efforts, then Sudozi may terminate Customer's rights and Sudozi's obligations hereunder with respect to such SaaS Services and remit to Customer any pre-paid SaaS Services fees for the remainder of the then-current Subscription Period after the termination.

9.3 <u>Exclusions</u>. Notwithstanding the terms of Section 9.1 above, Sudozi will have no liability for any infringement or misappropriation claim of any kind to the extent it results from: (a) information, design, specification, instruction, software, data, or material

furnished by or on behalf of Customer; (b) modification or alteration of the SaaS Services not made by or for Sudozi, if infringement would have been avoided by the absence of the modifications; (c) the combination, operation or use of the SaaS Services with equipment, devices, software or data (including Customer Data and Non-Sudozi Products) not supplied by Sudozi, if infringement would not have occurred but for such combination, operation or use; (d) use of the SaaS Services in violation of the applicable Documentation; (e) Customer's continuing such allegedly infringing activity after being informed by Sudozi and provided, at no additional charge, with modifications that would have avoided the alleged infringement and reasonable time to implement such modifications; or (f) Customer's or an Authorized User's use of the SaaS Services in breach of this Agreement. Sections 9.1 – 9.3 set forth Sudozi's exclusive obligations and liabilities, and Customer's exclusive remedies, with respect to infringement of intellectual property rights under or in connection with this Agreement.

9.4 <u>Customer Indemnity</u>. Customer will defend any action brought against Sudozi to the extent that it is based upon a claim (a) that the Customer Data, as provided by Customer to Sudozi under this Agreement and used within the scope of this Agreement, infringes or misappropriates any patent, copyright or trade secret or violates any other intellectual property or other right of a third party or violates applicable law, (b) that Customer's use of a Non-Sudozi Product or its interoperation with the SaaS Services is a violation of the third party provider's terms and conditions, and/or (c) arising from the willful misconduct or fraud of Customer, and Customer will indemnify Sudozi from the costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Sudozi or agreed upon by Customer in settlement.

9.5 <u>Process</u>. The party seeking to be indemnified will give prompt written notice to the other party of the claim against which it seeks to be indemnified and will provide the indemnifying party, at the indemnifying party's expense, with the assistance reasonably necessary for the defense and settlement of the claim. The failure by the indemnified party to timely furnish to the indemnifying party any notice required to be furnished under this Section 9 will not relieve the indemnifying party of its obligations under this Section 9, except to the extent such failure materially and adversely prejudices the ability of the indemnifying party to defend such claim. The indemnifying party will have control of the defense and settlement of any such claim. The indemnifying party will not be liable for any settlement of an action effected without its written consent, which consent will not be unreasonably withheld or delayed. The indemnifying party will not settle any claim without the indemnified party's prior written consent, which consent will not be unreasonably withheld or delayed, unless the settlement unconditionally releases the indemnified party of all liability. The indemnified party may engage counsel of its choice at its own expense.

10. LIMITATIONS ON LIABILITY

10.1 EXCEPT FOR A PARTY'S GROSSLY NEGLIGENT, OR WILLFUL MISCONDUCT, IN NO EVENT WILL SUCH PARTY BE LIABLE FOR (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA (INCLUDING ANY CUSTOMER DATA) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFIT, LOSS OF BUSINESS OR LOSS OF GOODWILL INCURRED BY A PARTY; OR (C) ANY FORCE MAJEURE EVENTS WHICH ARE BEYOND A PARTY'S REASONABLE CONTROL EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THE SAAS SERVICES, THE IMPLEMENTATION SERVICES, THE SUPPORT SERVICES, OR THIS AGREEMENT.

10.2 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, OR FOR A PARTY'S

VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SAAS SERVICES, THE IMPLEMENTATION SERVICES, THE SUPPORT SERVICES, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SUDOZI FOR THE SAAS SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. NOTHING IN THIS AGREEMENT WILL LIMIT A PARTY'S LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE OR A PARTY'S LIABILITY FOR FRAUD. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 10 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

11. MISCELLANEOUS

11.1 Force Majeure. Neither party will be liable under this Agreement for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure event, including natural catastrophe, fire, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, epidemic, pandemic, government acts, orders, or regulation, equipment failure, or any cause or matter whatsoever not within the reasonable control of such party. In the event of such a force majeure, the affected party will be entitled to a reasonable extension of time for the performance of its obligations under this Agreement. If the force majeure event continues for more than 60 calendar days, then either party may terminate the Agreement upon written notice to the other party.

11.2 Publicity. Sudozi may identify Customer, and use Customer's name and logo, as a customer on its website, social media platforms, and within marketing and sales collateral.

11.3 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A waiver by a party of any provision of this Agreement in any one instance will not be deemed or construed to be a waiver of such provision for any similar instance in the future or of any subsequent breach.

11.4 Severability. 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. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

11.5 Assignment. This Agreement will be binding upon and be enforceable by and against the parties hereto and, to the extent permitted hereby, their respective successors and assigns. This Agreement is not transferable or assignable by either party, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld. Provided, however, either party may, without the other party's consent, assign or transfer all or part of this Agreement to any Affiliate or to any successor-in-interest to all or substantially all the business or assets of the assigning party pertaining to the subject matter hereof, whether voluntarily or by merger, reorganization, asset sale, or otherwise. Any attempted assignment in violation of this Section will be null and void.

11.6 Independent Contractors. The relationship between the parties created by this Agreement is that of independent contractors and neither party will have any authority to create any obligation on behalf of the other.

11.7 Governing Law; Jurisdiction.

Sudozi Confidential

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to conflict of laws principles. Each party irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Austin, Travis County, Texas, for any disputes or claims arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts; provided that nothing in this Section will restrict either party from seeking injunctive relief in a forum of its choice. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(b) EACH PARTY FURTHER AGREES THAT ANY ACTION, SUIT OR PROCEEDING RELATED TO THIS AGREEMENT WILL BE TRIED TO THE BENCH AND EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY SUCH ACTION.

(c) ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER.

11.8 Notices. All notices, demands or consents required or permitted under this Agreement will be in writing and sent by email. Notices to Customer will be emailed to the email address Customer provided when completing Customer's registration of an Account with Sudozi, and notices (other than routine operational communications) to Sudozi will be emailed to legal@sudozi.com, or at such other email address as either party may provide to the other party in writing pursuant to this Section. Notices will be considered effective when emailed.

11.9 Construction. The headings of Sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. The terms "include," "including," "includes" and similar terms mean "including, without limitation." Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative and the exercise of any express remedy by either party does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

11.10 Counterparts. The Order referencing these Terms of Service may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. The signed Order or counterparts may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of the Order and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

11.11 Order of Precedence. To the extent there is a conflict between the terms in the main text of this Agreement and any terms in the Order and the other referenced documents, then the following precedence will apply: (1) the Order (including the attached or referenced SOW, if any); (2) the main text of the Agreement; and (3) the other referenced documents.

11.12 Entire Agreement. This Agreement (together with the Orders, the SOWs, policies and other documents incorporated by reference herein or therein) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. All amendments and

modifications to, or waivers of any provisions of, this Agreement must be in writing, signed by the duly authorized officers of both parties.

END