

Master Service Agreement for Cloudsquid

Cloudsquid Master SaaS and Services Agreement

MASTER SAAS AND SERVICES AGREEMENT

This Master SaaS and Services Agreement (this "Agreement") is entered into by and between Cloudsquid GmbH (hereinafter "Cloudsquid" or "Company"), having its principal office at Schönhauser Allee 180, 10119 Berlin Germany and the entity or person agreeing to these terms ("Customer") and govern Customer's access to and use of the Services.

RECITALS WHEREAS, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Cloudsquid wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL SCOPE OF APPLICATION

1.1 Cloudsquid GmbH, Schönhauser Allee 180, 10119 Berlin ("Cloudsquid") is the provider of the AI Data Platform ("Platform"), an processing interface that allows companies of all sizes ("Customer/s") to extract information from file data through a natural language interface, process it, and synchronize with third party systems

1.2 These General Terms of Use (Terms of Use) apply to the use of the "Cloudsquid" Platform, if the subscription is made via the Cloudsquid website.

1.3 Cloudsquid's offer is targeted solely at business Customers and not at consumers. A consumer within the meaning of these Terms of Use is any natural person who enters into a legal transaction for a purpose that is predominantly outside his trade, business or profession. By using the services,

the Customer declares that they act as a business and not a consumer. The use of the Platform by consumers is not permitted.

1.4 Agreements on special services or service categories shall become part of the contract with the Customer and shall take precedence in the event of a conflict with these Terms of Use.

1.5 General terms and conditions of the Customer, if any, are explicitly excluded. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and as far as Cloudsquid has expressly agreed to their application in writing. Such consent requirement applies in any case, e.g. also in case Cloudsquid unconditionally accepts the Customer's payments or unconditionally renders the service in full knowledge of the Customer's general terms and conditions.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 To access the Platform's services, the Customer must register and create a customer account.

2.2 The Customer guarantees that all information provided by them during registration is correct and complete. In the event of subsequent changes, the information stored in the user account, in particular address, payment and contact data, must always be kept up to date.

2.3 The Customer shall ensure that their access data is kept secret and not disclosed to third parties. Employees of the Customer and other users authorized by the Customer who are permitted to use the Platform and for whom the Customer has a license shall not be considered third parties.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Cloudsquid account, passwords (including but not limited to administrative and user passwords) and files. Cloudsquid is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Cloudsquid, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Cloudsquid's end-user terms of use and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Cloudsquid, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Cloudsquid may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Cloudsquid believes that Customer is in violation of this Agreement. Although Cloudsquid has no obligation to monitor Customer's use of a Platform, Cloudsquid may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as Cloudsquid may reasonably request to enable Cloudsquid to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Cloudsquid with such access to Customer's premises and its information technology infrastructure as is necessary for Cloudsquid to perform the Services in accordance with this Agreement.

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation each Platform such Customer Users utilize, and to ensure that each

Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Cloudsquid from time to time.

4. CONFIDENTIALITY

4.1 Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information").

Confidential Information of Cloudsquid includes non-public information regarding features, functionality and performance of each Platform and Software.

Confidential Information of Customer includes non-public data provided by Customer to Cloudsquid to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for Customer ("Customer Data"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Cloudsquid's Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary

to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title and interest in and to the Customer Data. Cloudsquid shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Cloudsquid.

5.2 We will process Personal Data that we receive about your Customers as set out in our DPA. The DPA is available under <https://www.cloudsquid.io/terms>

6. FEES & PAYMENT

6.1 Fees are based on the chosen term, selected features, and, for usage-based functions, the actual usage. All agreed fees, including those based on API usage, are due at the start of each billing period. Invoices must be paid within 14 days of issue.

The Solution is provided and billed as a subscription ("Subscription"). Billing occurs in advance or after the fact, on a recurring basis ("Billing Cycle"), depending on the selected plan. Cloudsquid may offer a free tier or a limited-time

free trial ("Free Trial Offer") at its discretion. The Subscription ends when the Agreement expires, as set out in Section 7 (Term and Termination).

6.2 All amounts are in EUR and without tax.

6.3 The Customer may add or remove additional features (so-called add-ons) at any time during the term of the Agreement. Additional add-ons are billed from the following billing period of the addition. If an add-on is added during a month, the license fee for the respective month will be charged pro rata. Any discounts granted for annual subscriptions also apply to add-ons purchased at a later date that are not charged on a usage basis.

6.4 Unless otherwise agreed, invoices shall be issued to the Customer in electronic form (e.g. by e-mail).

6.5 Taxes. Customer shall pay, and shall be liable for, all taxes relating to Cloudsquid's provision of the Services hereunder. Cloudsquid shall pay, and shall be liable for, taxes based on its net income or capital.

6.6 No Deductions or Setoffs. All amounts payable to Cloudsquid hereunder shall be paid by Customer to Cloudsquid in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.7 Subpoena Expenses. If Cloudsquid has to provide information in response to a subpoena related to Customer's account, then Cloudsquid may charge Customer for Cloudsquid's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

7. TERM AND TERMINATION

7.1 The Customer is permitted to use the Platform for the duration of the contract term.

7.2 Unless a different minimum contract term has been agreed, the contract term is one month ("Basic Term"). After expiry of the Basic Term, the User Agreement shall be extended by a further month in each case if it is not terminated by one of the Parties at least 7 days prior to expiry of the Basic Term or the extended term. A User Agreement with a term of one year shall be extended by a further 12 months in each case if the User Agreement is not terminated by one of the Parties

at least 30 days prior to the end of the initial contract term or the extended term. Add-ons can be subscribed to at any time, with a minimum term of one month.

7.3 The right of both Parties to terminate without notice for good cause remains unaffected. In particular, Cloudsquid has the right to terminate the Agreement without notice for good cause in the following cases: (i) the Customer becomes insolvent or over-indebted; (ii) a motion is filed to open insolvency proceedings against the Customer 's assets (whereby the provision of Section 112 of the German Insolvency Code (Insolvenzordnung, InsO) shall remain unaffected), or (iii) the Customer is in default of payment of the agreed remuneration or a not insignificant part thereof for two consecutive months or is in default of payment of the current remuneration for a period extending over more than two months in an amount equal to the current remuneration to be paid for two months.

7.4 Notice of termination must be given in writing (by post or e-mail).

7.5 Survival. Sections [3.1, 4–6, 7.3, 7.5, 7.6, 7.7 and 9–16] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

7.6 After expiry of the contract term, the Customer will no longer be able to access the Platform and the User Content - subject to an extension of the Agreement or the conclusion of a new User Agreement - will be deleted from the Platform.

7.7. Any use of the Platform after the end of the contract term is not permitted.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

Except as expressly provided herein or in a statement of service, Cloudsquid does not warrant that access to the Platforms, Software or Services will be uninterrupted or error free, nor does Cloudsquid make any warranty as to the results that may be obtained from use of the services. further, Cloudsquid makes

no representations or warranties with respect to Services provided by Third Party Technology Service Providers relating to or supporting a Platform, including Hosting and Maintenance Services, and any claim of Customer arising from or relating to such Services shall, as between Cloudsquid and such Service Provider, be solely against such Service Provider. The Platforms, Software and Services are provided "as is," and Cloudsquid disclaims all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose, to the maximum extent permitted by applicable law.

8.2. Sections 536 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, BGB) apply to defects in the Platform. Strict liability for initial defects pursuant to Section 536a German Civil Code is excluded. The Customer shall notify Cloudsquid immediately in writing of any defects.

8.3 Defects shall be remedied at Cloudsquid's discretion either by repair or replacement free of charge.

9. INDEMNITY

9.1 Indemnification by Cloudsquid. Cloudsquid will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Cloudsquid, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Cloudsquid, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Cloudsquid to be infringing, Cloudsquid may, at its option and expense a) replace

or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, b) obtain for Customer a license to continue using such Platform, or c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

9.2

Client's indemnity obligation shall be to defend Cloudsquid against any claims asserted against Cloudsquid by or on behalf of Client's users, Customers and/or other third parties in connection with the use of the Platform by Client and pay the amount of any resulting final judgment or settlement of such claim, unless such claims are solely caused by Cloudsquid's breach of the Agreement.

10. Limitation of Liability

In no event shall (i) either party's liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total fees paid or owed by customer and vendors hereunder during the twelve (12) months immediately preceding the date of the event giving rise to the claim (such amount being intended as a cumulative cap and not per incident), and (ii) either party have any liability to the other for any lost profits or revenues or for any indirect, incidental, consequential, cover, special, exemplary or punitive damages, however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing limitations and disclaimers shall not apply to the extent prohibited by applicable law.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Notices. Any notices under the Agreement need to be in writing and sent to the email addresses provided by each of us. Notices of any legal disputes need to be sent to the parties' office address.

11.2 Resolution. Before bringing any legal action or claim under the Agreement, we both agree to first make a reasonable effort to resolve any disputes. This shall be done by raising the matter to executive management and agreeing to a response or timetable within 14 days.

11.3 Waiver. If one of us fails to enforce a right under the Agreement, it shall not be waived. A failure to enforce a right at one time does not mean that it will be waived in the future.

11.4 Governing Law. The laws of Germany apply to the Agreement and any issues related to it. The courts of Berlin, Germany shall have exclusive jurisdiction in relation to any dispute or claim brought under the Agreement.

12. SECURITY

Cloudsquid may, from time to time, host and/or maintain a Platform using a third party technology service provider and Customer acknowledges that Cloudsquid cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

13. NOTICES

13.1 Offsetting is only permitted with undisputed or legally established claims. A right of retention can only be asserted based on counterclaims arising from this Agreement.

13.2 Client is responsible for complying with import and export regulations applicable to the deliveries and services, in particular those associated with the United States of America. For cross-border deliveries and services, Client shall, if applicable, cover customs, fees, and other charges. Client is responsible for handling legal and official procedures in connection with cross border deliveries and services, unless expressly agreed otherwise.

13.3 Amendments to the Agreement shall be offered to Client (acting in a business capacity) in text form no later than one (1) month before their proposed date of entry into force. Client may either agree to or reject the changes before the proposed date on which they take effect. The consent of Client shall be deemed to have been given if he has not notified its refusal before the proposed date of entry into force of the changes. If Client rejects the changes, Cloudsquid may terminate the Agreement observing a notice period of two (2) weeks. Cloudsquid shall make special reference to the deemed acceptance by lack of refusal and the right to terminate in favor of Cloudsquid in the respective notification with which the envisaged changes are offered.

13.4 The Agreement shall bind, benefit and be enforceable by and against Cloudsquid and Client and their respective permitted successors and assigns.

Client shall not assign the Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Cloudsquid's prior written consent. Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights for protection under the Agreement, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

13.5 The Agreement states the entire agreement and understanding between the parties and supersedes all prior representations, agreements, and understandings, whether written or oral, relating to its subject matter.

14. FORCE MAJEURE

Cloudsquid is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

15. ASSIGNMENT

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Cloudsquid may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement.

16. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels

all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.