

## MASTER SUBSCRIPTION SERVICE AGREEMENT

This Master Subscription Service Agreement (the “Agreement”) is effective as of 1) the date of last signature below or 2) if there is no signature block below, then the signature date of the first Order Form between the Parties that references this Agreement (“Effective Date”). This Agreement is made between Cresta Intelligence Inc., a Delaware corporation, with a principal place of business at 100 S. Murphy Ave., Suite 300, Sunnyvale, CA 94086 (“Cresta”), and the party who signed this Agreement or the Order Form that references this Agreement (“Customer”). Cresta and Customer may each be referred to as a “Party” and collectively as the “Parties.” The Parties agree:

### 1. DEFINITIONS

1.1 Affiliates means any corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or is under common control with a Party. For this definition, “control” means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Customer Content means all information Customer or its Users input into the Subscription Services.

1.3 Documentation means the standard documentation for the Service that Cresta provides to assist its customers in using the Services, including user and system administrator guides and manuals.

1.4 Implementation Service(s) means the professional services and configuration tasks set forth on an Order Form.

1.5 Order Form means each ordering document signed by both Parties for the licensing of the Subscription Services and/or Implementation Services.

1.6 Services means Implementation Service(s) and Subscription Service(s).

1.7 Subscription Service(s) means Cresta’s proprietary subscription-based solution(s) as further described in an Order Form.

1.8 Users means individuals authorized by Customer to use the Subscription Services. Users may include employees or independent contractors of Customer or its Affiliates.

### 2. PROVISION OF SERVICES

2.1 Services and Support. Cresta shall provide Customer with the Services specified in an Order Form and support for those Services pursuant to the Service Level Agreement located at <https://cresta.com/legal/> and incorporated herein by reference. Any conflict between the terms in this Agreement and any Order Form shall be resolved in favor of the Order Form. Purchases are not contingent on the delivery of any future functionality or features and do not depend on any oral or written comments made by Cresta regarding future functionality or features. Customer acknowledges that the Services incorporate or use artificial intelligence, machine learning models, and related automated systems (“AI Systems”) and that the use of AI Systems is required to use the Services.

2.2 License Grant. Subject to the terms of this Agreement, Cresta grants to Customer, solely during the term of the applicable Order Form and for Customer’s internal business purposes, a non-exclusive, non-transferable license to a) access and use the Subscription Service and b) use the Implementation Services solely with the Subscription Services, as further described in the applicable Order Form.

### **3. FEES; PAYMENT TERMS**

3.1 Fees. Customer will pay Cresta all fees specified in the applicable Order Form. Unless otherwise stated in an Order Form, payment shall be due within thirty (30) days after the date of Cresta's invoice and shall be made in US dollars. Customer will pay a late charge of one percent (1%) per month, or the maximum lawful rate permitted by law, whichever is less, for all undisputed amounts not paid when due.

3.2 Disputed Charges. If Customer disputes any charge or amount on any invoice, Customer shall pay the amounts due under this Agreement less the disputed amount, and the Parties will work in good faith to resolve the dispute. Cresta may terminate Services if a dispute is not resolved within 60 days. An amount is considered disputed in good faith if (a) Customer delivers a written statement to Cresta by the due date of the invoice, describing the basis of the dispute and the amount being withheld by Customer and (b) all other amounts due from Customer not in dispute have been timely paid.

3.3 Taxes. Fees are exclusive of taxes. Customer is responsible for the payment of all sales, use, and similar taxes arising from or relating to the Services rendered, except for taxes related to Cresta's net income and any taxes or obligations imposed upon Cresta under federal, state, and local wage laws. If Customer is a tax-exempt entity, Customer shall provide a certificate to evidence such exemption before or on the Effective Date of this Agreement. If Customer is legally required to withhold tax from its payment of fees to Cresta, and/or to pay any equalization taxes, Customer agrees to gross up all fees that are subject to such withholding tax, and shall not be entitled to reduce the Fees on an Order Form by any equalization taxes, such that the net payment received by Cresta is the full originally stated amount of such fees.

### **4. CONFIDENTIALITY**

4.1 Confidential Information. During the Term and thereafter, each Party will protect all information disclosed by the other Party that is designated as confidential or proprietary or that reasonably should be understood to be confidential or proprietary, including the Services ("Confidential Information"). The receiving Party will not disclose the disclosing Party's Confidential Information to any third party without the disclosing Party's prior written consent, except as required by law or to perform its obligations under this Agreement (including in accordance with Section 10.4). The receiving Party and its Affiliates and its and their directors, officers, or employees ("Representatives") shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its or their own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party shall protect the other Party's Confidential Information as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. Representatives receiving Confidential Information of the disclosing Party will be bound by terms equally protective of the disclosing Party as this Agreement and the receiving Party is responsible for its Representatives' compliance with this Agreement. The receiving Party shall promptly notify the disclosing Party upon learning of a breach or threatened breach of this Section and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights. Confidential Information remains the intellectual property of the disclosing Party. The terms and pricing of this Agreement are Confidential Information. Customer will not use the Services for comparative testing or benchmarking, and will not post public reviews of the Services without Cresta's prior written consent.

4.2 Exclusions. Information is not Confidential Information if it: (a) is known by the receiving Party before receipt from the disclosing Party, with no obligation of confidentiality; (b) becomes known to the receiving Party directly or indirectly from a source that does not have an obligation of confidentiality to the disclosing Party; (c) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (d) is independently developed by the receiving Party without using the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information under the requirements of law, legal process or government regulation,

provided that a protective order is in place or it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 Injunctive Relief. The Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, besides any other remedy the disclosing Party may seek an injunction or injunctions to restrain such use.

## 5. LIMITED WARRANTY

5.1 Subscription Service Warranty. Cresta warrants that, during the term of any Order Form for the Subscription Service, the Subscription Service will materially conform with the Documentation. Cresta makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Customer must specify the non-conformity and Cresta will, at no additional cost to Customer and as Customer's sole and exclusive remedy for breach of the foregoing warranty, provide remedial services necessary to enable the Subscription Service to conform to the warranty. Customer will provide Cresta with a reasonable opportunity to remedy any breach and with reasonable assistance in remedying any non-conformity. Such warranty shall only apply if the Subscription Service has been utilized by Customer in accordance with the Order Form and this Agreement.

5.2 No Other Warranty. CRESTA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED, OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CRESTA. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. OUTPUT OF THE SERVICES ARE GENERATED FROM CUSTOMER CONTENT, ARE PROBABILISTIC IN NATURE, AND MAY NOT BE ACCURATE, UNIQUE, COMPLETE, OR ERROR-FREE.

5.3 Beta and Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CRESTA WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA OR TRIAL SERVICES. SUCH SERVICES ARE USED AT CUSTOMER'S RISK.

## 6. INDEMNIFICATION

6.1 Cresta Indemnification. Cresta will indemnify, defend and hold Customer and its Affiliates harmless against any costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred relating to a third party claim against Customer or any of its Affiliates alleging that Customer's use of the Services infringes any United States patent, copyright, or trademark. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after Cresta notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Customer Content, (d) modifications to the Services made other than by Cresta, (e) the combination, operation, or use of the Services with software or equipment which Cresta did not provide; or (f) compliance by Cresta with Customer's requirements or specifications. If the Services are held to infringe, Cresta will, at its own expense, in its sole discretion, use commercially reasonable efforts to either (1) procure a license that will protect Customer against such claim without cost to Customer; (2) replace the Services with non-infringing Services without material loss of functionality; or (3) if (1) and (2) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to the Customer any prepaid unused fees paid to Cresta for the infringing Services. The rights and remedies granted to Customer under this Section 6.1 state

Cresta's entire liability, and Customer's exclusive remedy, regarding any claim of infringement of the intellectual property rights of a third party.

6.2 Customer Indemnification. Customer shall indemnify, defend, and hold Cresta and its Affiliates harmless against any Losses resulting from a claim, suit, action, or proceeding brought by any third party against Cresta or any of its Affiliates that arises out of or is related to (a) the Customer Content, or (b) Customer's breach of Section 9.4.

6.3 Indemnification Procedure. The indemnified Party shall (a) promptly notify the indemnifying Party in writing of any claim, suit, or proceeding for which indemnity is claimed, but a late notice will not remove the indemnifying Party's obligation unless prejudice is shown, and (b) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified Party shall provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

## **7. LIMITATION OF LIABILITY**

7.1 Consequential Damage Waiver. Except as may arise out of either Party's (a) breach of Section 4 ("Confidentiality"); (b) misuse of the other Party's intellectual property rights; or (c) indemnification obligations (collectively, "Excluded Claims"), neither Party will be liable to the other or any third party for any special, indirect, incidental, consequential, or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it knows the possibility of such damages.

7.2 Limitation of Liability. Except as may arise out of an Excluded Claim, the total cumulative liability of a Party for any claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the amount paid or owed by Customer to Cresta under the Order Form which forms the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim.

## **8. TERM**

8.1 Term. This Agreement will commence on the Effective Date and continue until expiration or termination of all Order Forms or unless terminated as provided below. The term of the Services will be specified in the Order Form.

8.2 Termination. Either Party may terminate this Agreement or any Order Form (a) if there is a material breach of this Agreement or an Order Form by the other Party which is not cured within thirty (30) days of written notice from the non-breaching Party or (b) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing. Termination of an Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. All rights and obligations of the Parties which are reasonably intended to survive termination or expiration will survive termination or expiration of this Agreement and each Order Form.

8.3 Effect of Termination. Upon any termination or expiration of this Agreement or any Order Form, Cresta shall no longer provide the Services to Customer and Customer and its Users shall cease using the Services. If termination is for Cresta's breach, Customer shall pay Cresta for all fees that had accrued before the termination date; otherwise, Customer shall pay all outstanding invoices and amounts due. Except as expressly stated in this Agreement, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

8.4 Customer Content Export. For ten (10) days following termination of this Agreement, Customer will be permitted to access the Services solely to export Customer Content and Output. After such period, Cresta will have no further obligation to make available any Customer Content and may delete the same. If Customer elects for any export to be performed by Cresta, such export will be subject to a mutually executed statement of work and applicable professional services fees.

## 9. OWNERSHIP; USE OF CONTENT; OBLIGATIONS

9.1 Output Ownership. Except with regards to anonymized or aggregated Customer Content as specified in Section 9.2, Customer retains all ownership and intellectual property rights in all Customer Content. To the extent permitted under applicable laws (including but not limited to copyright laws), Customer owns all phone call recordings, chat transcripts, and screen recordings generated by the Services based on Customer Content. Outputs produced by the Services may not be unique and other users may receive similar output from the Services. The preceding assignment does not extend to other customers' output.

9.2 Customer Content License Grant. By providing Customer Content, Customer grants to Cresta a nonexclusive, royalty-free, worldwide, transferable, and sublicensable right and license to use and modify the Customer Content as required for Cresta and its subcontractors and service providers to provide, support, and improve the Services. During the term of this Agreement and thereafter, Customer grants to Cresta a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and sublicensable right to create and use anonymized or aggregated a) Customer Content and b) data about Customer's or its Users' access and use of the Services, to provide, improve, and market the Services.

9.3 Ownership of the Service. As between Cresta and Customer, all right, title, and interest in the Services and any derivatives or copies thereof (including any patents, copyrights, trade secret rights, registered and/or unregistered trademarks, trade names and associated goodwill, and moral rights) are and shall remain Cresta's or its licensors'. All rights not expressly granted to Customer in this Agreement are reserved to Cresta and its licensors and Customer may not access or use the Services for any purpose or use not expressly defined in this Agreement. The Services are licensed, not sold, and Customer acquires no ownership of, or other intellectual property rights in the Services. Cresta may use or exploit any feedback provided by Customer to Cresta without restriction or compensation, as long as such use does not publicly identify Customer.

9.4 Customer Obligations. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Unauthorized use, resale, or commercial exploitation of the Services is prohibited. Customer is responsible for procuring and maintaining Customer's infrastructure, network connections, and access to the Services, as well as selecting and initiating contact with each recipient of outbound communications utilizing the Services. The Services do not independently initiate or send outbound messages. Customer and its Users shall not (and shall allow no third party to): a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Services, b) access the Services to build a competitive product or service or copy ideas, features, functions, or graphics of the Services, c) copy, license, sell, transfer, make available, lease, time-share, distribute, or assign its licenses or the Services to any third-party or use the Services on behalf of any third party, d) upload or otherwise transmit, display, or distribute any Customer Content that 1) infringes any proprietary or intellectual property rights of any person or 2) contains software viruses or any other harmful code, files, or programs; e) interfere with or disrupt the Services or networks connected to the Services; f) violate any law or regulation, or g) use the Services for any high risk purposes as defined by applicable law. Cresta may terminate any User's right to access the Services if such User has violated this Agreement. Cresta does not guarantee the accuracy, integrity, or quality of Customer Content. Customer represents and warrants to Cresta that it has and will have all necessary rights to provide the Customer Content to Cresta and enable Cresta to provide the Services, including without limitation, obtaining any necessary consents to provide the Customer Content to Cresta or to utilize the Services in connection with contacting any individual.

## 10. SECURITY AND PRIVACY

10.1 Security Requirements. Cresta shall conform to the Enterprise Security Addendum available at the Cresta Trust Center, located at <https://trust.cresta.com/>.

10.2 Data Privacy. If Customer uploads personal data (as that term is generally defined by applicable data privacy laws) to the Services, Customer will (a) provide legally adequate privacy notices and obtain all necessary consents for the processing of any personal data by Cresta and/or its subprocessors; and (b) comply with Cresta's Data Processing Addendum, incorporated herein by reference and available at <https://cresta.com/legal/>. Customer consents to Cresta's use of the subprocessors set forth at the Cresta Trust Center. Customer consents to (i) Cresta's use of the subprocessors set forth at the Cresta Trust Center and (ii) the processing of Customer Content in North America, the European Economic Area, the United Kingdom, India, and Brazil in the provision of the Services. Cresta shall be liable for its subprocessors' compliance with this Agreement.

10.3 HIPAA. If Customer uploads Protected Health Information (as defined by HIPAA rules) to the Services, Customer will comply with Cresta's Business Associate Agreement, incorporated herein by reference and available at <https://cresta.com/legal/>.

10.4 Subcontractors. Cresta may use independent contractors or subcontractors to assist in the delivery of the Services. Cresta shall be liable for its independent contractors' or subcontractors' compliance with this Agreement.

## 11. GENERAL PROVISIONS

11.1 Entire Agreement and Controlling Documents. This Agreement, and all Order Forms, contains the entire agreement between the Parties regarding the subject hereof, and supersedes all prior or contemporaneous proposals, understandings, and any other communications (whether written or oral) between the parties and is binding upon the Parties and their permitted successors and assigns. Only a written instrument signed by the Parties may amend this Agreement or an Order Form. Any inconsistent or conflicting terms in any purchase order issued by Customer are rejected and shall be of no force or effect, even if the order is accepted by Cresta. This Agreement shall be construed and interpreted fairly, under the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in its interpretation.

11.2 Assignment. This Agreement shall be binding upon and to the benefit of Cresta and Customer and their permitted successors and assigns. Either Party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of stock or substantially all of its assets. Otherwise, neither Party may assign this Agreement without the prior written consent of the other Party, and any attempted assignment without such consent will be void.

11.3 Governing Law. This Agreement and any claim arising between the Parties shall be governed by and construed under the laws of the State of California without regard to its conflict of law provisions. Any legal action or proceeding between the Parties or regarding this Agreement shall be brought exclusively in the state or federal courts in San Francisco, California. The prevailing Party shall be entitled to recover its reasonable attorneys' fees.

11.4 Relationship of the Parties. The Parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties is created by this Agreement.

11.5 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused if performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, epidemics, pandemics, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

11.6 Certification and Audit. At Cresta's written request and no more than once every twelve (12) months, Customer shall provide Cresta with a signed certification verifying that the Services are being used under this Agreement. Cresta may perform an audit of Customer's use of the Services and Customer's compliance with this Agreement and an applicable Order Form. Any such audit shall be made at Cresta's expense unless the audit shows an underpayment or over use of over 5% of the period audited in which case, Customer shall reimburse Cresta's expense for the audit.

11.7 Modifications to Service. Cresta may modify the Services as long as such modifications do not materially degrade the functionality or features of the Services.

11.8 Notices. All notices will be in writing and deemed given when delivered to the relevant party's address set forth in an Order Form, and with respect to Cresta with electronic copy to the legal department at legal@cresta.ai. Notices by Cresta pertaining to the Services (e.g., operation or support) may be provided electronically.

11.9 Publicity. During the term of this Agreement, Cresta may use Customer's name and/or logo on its website and in customer lists. Cresta will use Customer's name and/or logo in compliance with any use guidelines provided to Cresta in writing by Customer.

11.10 No Third-Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement.

11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. Signatures to this Agreement and Order Forms may be electronic and transmitted by scanned documents or electronic signature providers.

11.12 Waiver and Severability. Performance of any obligation required by a Party may be waived only by a written waiver signed by the other Party. Each waiver is only effective for the specific obligation waived. The failure of either Party to exercise any of its rights under this Agreement is not a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of the other provisions, and this Agreement will be construed as if such invalid or unenforceable provision(s) were omitted.