

**AUDITORIA MASTER SUBSCRIPTION AGREEMENT**

**1. CONTRACT STRUCTURE & ORDER-OF-PRECEDENCE.** This Auditoria.AI Master Subscription Agreement (“**Agreement**”) is entered into between Auditoria.AI, Inc. (“**Auditoria.AI**”) and Customer, including any Affiliates thereof (“**Customer**”) pursuant to the order document between Customer and Auditoria.AI that references this Agreement (“**Order Form**”) as of the effective date identified in the initial Order Form (“**Effective Date**”).

**2. GRANT OF RIGHTS.** Subject to the terms and conditions of this Agreement, Auditoria.AI hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 16.2, worldwide, royalty-free right to access and use the Service as set forth in each Order Form or SOW under the Initial Service Term and any Renewal Service Terms (as defined below) in accordance with the limitations in this Agreement.

**3. OWNERSHIP OF SERVICE & CUSTOMER DATA**

**3.1. Ownership of the Service.** Except for the license granted pursuant to this Agreement, Auditoria.AI and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all intellectual property rights), including all copies, modifications, extensions and derivative works thereof.

**3.2. Ownership and Use of Customer Data.** As between Customer and Auditoria.AI, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. Customer authorizes Auditoria.AI and its Affiliates to use Customer Data solely to provide the Service to Customer and to otherwise meet Auditoria.AI’s obligations under this Agreement, including engaging subprocessors and contractors to provide the Service to Customer in accordance with this Agreement (Auditoria.AI remains liable for its Affiliates’, subprocessors’ and contractors’ compliance with this Agreement). Auditoria.AI’s current list of subprocessors may be found at <https://www.auditoria.ai/trust/>. Customer has provided all proper notices required under Privacy Laws and obtained from its personnel, customers and all legally-required third parties all rights and permissions legally required with respect to the Customer Data and its processing by Auditoria.AI pursuant to this Agreement. Customer acknowledges that Auditoria.AI may use data it may collect in the administration of the Service to improve and enrich its products and services provided that data is not linked to Customer and is otherwise de-identified or anonymized. Auditoria.AI will maintain the Customer Data in accord with Auditoria.AI’s privacy policy which may be found at <https://www.auditoria.ai/privacy-policy/>.

**4. CUSTOMER RESPONSIBILITIES**

**4.1. Customer Responsible for User Accounts.** Customer is responsible for all activity occurring under Customer’s User accounts (except to the extent the activity is caused by Auditoria.AI) and for complying with all laws and regulations applicable to Customer’s use of the Service. Customer also must (a) notify Auditoria.AI promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service) and (b) notify Auditoria.AI promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorized copying, distribution or other misuse of any aspect of the Service.

**4.2. Use Restrictions.** Customer must not, without Auditoria.AI’s prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement, (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (e) sending, storing or use of any Customer Data which is infringing, libelous, or otherwise unlawful or tortious material; (f) Customer also must use reasonable security measures to access the Service and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service. Auditoria.AI reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service.

**4.3. Customer PCI Responsibilities.** Customer will not take any action in connection with using the Service that places Auditoria.AI in non-compliance with the Payment Card Industry Data Security Standard.

**5. SECURITY, CUSTOMER DATA AND CONTINUITY**

**5.1. Location of Data.** Unless otherwise mutually agreed to in writing by the Parties, Customer’s Tenant(s) will be hosted in Auditoria.AI’s US and/or European Union Data Center(s). Customer’s Tenant(s) may be accessed remotely for support and technical operations purposes from outside of the US and EU. Auditoria.AI will provide the security for Customer Data as set forth at <https://share.auditoria.ai/dpa>.

**5.2. Security of the Service and Compliance.** Throughout the term of this Agreement, Auditoria.AI will maintain a data security program for the Service that will: (a) include reasonable administrative, physical, technical, organizational and other security measures to protect against unauthorized access to, or destruction, loss, unavailability or alteration of, any Customer Data processed or stored by the Service; and (b) include reasonable and appropriate controls pursuant to Auditoria.AI’s Service Organization Control (“**SOC**”) 2 Type 2 audit (or other name if replaced).

**5.3. Data Retention.** Auditoria.AI will not be obligated to retain any Customer Data for longer than thirty (30) days after any expiration or termination or expiration of this Agreement.

**5.4. Business Continuity & Disaster Recovery.** Auditoria.AI will implement and maintain reasonable business continuity and disaster recovery plans to help ensure availability of the Customer Data following any significant interruption or failure of critical

business processes or systems affecting the Service. Auditoria.AI will provide copies of those plans to Customer annually upon request.

**6. TERM, TERMINATION & EFFECT OF TERMINATION**

**6.1. Term of Agreement.** This Agreement will begin on the Effective Date and continue in effect until all Order Forms and/or SOW expire or are terminated in accordance with this Agreement.

**6.2. Term of Order Forms.** The term of each Order Form will be as set forth therein, Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with this Agreement, upon expiration of the initial Service Term in that Order Form (the “Initial Service Term”), the Order Form will automatically renew on an annual basis for subsequent renewal terms of twelve (12) months (each a “Renewal Service Term”), unless either Party notifies the other Party in writing, at least thirty (30) prior to the end of the then-current Service Term. The Fees for each Renewal Service Term will be at Auditoria.AI’s then-current rate.

**6.3. Termination of Agreement Upon Termination of All Order Forms.** Either Party may terminate this Agreement by providing written notice to the other Party after all Order Forms and/or SOW have expired or been terminated in accordance with this Agreement.

**6.4. Termination of Order Form or SOW.** Either Party may terminate this Agreement and or any Order Form and/or SOW upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this Agreement, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

**6.5. Effect of Termination.** Upon any termination of this Agreement, all Order Forms and/or SOW’s will terminate. Upon any expiration or termination of any SOW or Order Form, (a) all licenses and rights granted by Auditoria.AI to Customer hereunder shall terminate; and (b) Customer will cease all use of the Services licensed thereunder. Upon any expiration or termination of this Agreement, Customer shall immediately return to Auditoria.AI or destroy any Auditoria.AI Confidential Information in its possession or control. If Customer terminates an Order Form, SOW and/or this Agreement for uncured material breach in accordance with this Agreement, Customer will be entitled to a refund, on a pro rata basis, of any Fees paid thereunder that are unused as of the termination effective date. If Auditoria.AI terminates an Order Form, SOW and/or this Agreement for uncured material breach in accordance, all amounts owed by Customer thereunder (including any amounts that would have been payable for the remainder of the Initial Service Term or then-current Renewal Service Term had the Order Form or SOW not been terminated) will become due and payable. Sections 3.1, 4.2, 6, 8, 12.3, 13, 14, 15 and 16 of this Agreement will survive any expiration or termination of this Agreement.

**7. ORDER PROCESS** If Customer requires that a purchase order (“**PO**”) be issued before making payment under an Order Form or SOW, Customer must provide to Auditoria.AI a valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to those terms and conditions.

**8. FEES & PAYMENT**

**8.1. Payment Details.** Customer must pay all fees and charges in accordance with this Agreement and each mutually executed Order Form and/or SOW (“**Fees**”). Except as expressly stated in this Agreement: (a) all obligations to pay Fees are non-cancelable and non-refundable; (b) Customer must make all payments without setoffs, withholdings or deductions of any kind; (c) payments are due within thirty (30) days after Customer receives each invoice; and (d) all payments must be in U.S. Dollars. Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer, Auditoria.AI is permitted to process payment on the date of Auditoria.AI’s invoice.

**8.2. Bona Fide Payment Disputes.** Customer may dispute in good faith any invoice by providing Auditoria.AI a reasonably detailed written notice to Auditoria.AI on or before the payment due date so long as Customer has paid all undisputed amounts in accordance with this Agreement and the applicable Order Form(s) and/or SOW. The parties shall work in good faith to resolve any disputed invoice.

**8.3. Taxes.** Auditoria.AI’s Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all taxes, levies, or duties other than taxes on Auditoria.AI’s net income unless Customer provides Auditoria.AI a valid tax exemption certificate authorized by the appropriate taxing authority.

**8.4. Customer Contact Information.** Customer agrees to provide Auditoria.AI accurate billing and other contact information for each Order Form and/or SOW and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Auditoria.AI’s Accounts Receivable team at [finance@auditoria.ai](mailto:finance@auditoria.ai) for billing contact information. Customer shall also maintain at least one User who is a current employee and is authorized to administer Customer’s use of the Service.

**8.5. Consequences of Non-Payment.** Subject to Section 8.2, if Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Auditoria.AI may have under this Agreement or applicable law (a) Customer will owe Auditoria.AI an interest penalty of the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law (whichever is less); (b) Auditoria.AI will be entitled to recover its reasonable costs of collection; and (c) If Customer’s account remains delinquent for 10 days after receipt of a delinquency notice from Auditoria.AI,

which may be provided via email to Customer's designated billing contact, Auditoria.AI may suspend Customer's access to the Service.

9. **NON-PRODUCTION USAGE.** From time to time, to the extent applicable, Customer may use the Service for evaluation, demonstration, testing or other purposes where the use is outside a Production Tenant. By using the Service on a non-production basis, Customer accepts the Service on an "as is" basis and acknowledges Auditoria.AI provides no express or implied warranties, indemnities or security commitments, and will have no liability, in connection with that use, notwithstanding anything to the contrary in this Agreement.

10. **THIRD PARTY INTERACTIONS.** To the extent use of the Service requires use of any third party products or services not made available by Auditoria.AI, Customer may be required to separately purchase/license those products or services directly from the applicable third party. Customer may also choose to purchase/license certain other third party products and/or services made available by Auditoria.AI. Any third party products and services (even if included on an Order Form or otherwise made available via a Auditoria.AI-controlled site) and any terms associated therewith (even if presented by Auditoria.AI) are between Customer and the third party provider and Auditoria.AI shall have no liability with respect thereto. Without limiting the foregoing, Customers that subscribe to Auditoria.AI's Auditoria® SmartPay Service are obligated to adhere to the terms and conditions of the Stripe Connected Account Agreement (<https://stripe.com/connect-account/legal>).

11. **PROFESSIONAL SERVICES.** If Customer wishes to purchase any training, implementation or other professional services from Auditoria.AI relating to the Service ("**Professional Services**"), the Parties will mutually execute an SOW containing the relevant terms and conditions. A

## 12. WARRANTIES & DISCLAIMERS.

12.1. Auditoria.AI represents and warrants that (a) It will provide technical support for the Service and the Service will operate in accordance with Auditoria.AI's Support and Service Level Agreement which may be found at <https://share.auditoria.ai/sla>; (b) It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data; and (c) It will make reasonable efforts to notify Customer, at least thirty (30) days in advance of any scheduled changes Auditoria.AI believes are likely to have a material, adverse impact on Customer's use of the Service.

12.2. If Auditoria.AI breaches any warranties in Section 12.1, Customer's exclusive remedy and Auditoria.AI's sole obligation will be for Auditoria.AI to make reasonable efforts to correct the non-conformity or, if Auditoria.AI is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any annual fees prepaid under those Order Form(s) that are unused as of the termination effective date.

12.3. **Warranty Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT AUDITORIA.AI AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW) INCLUDING, WITHOUT LIMITATION, ANY ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 13. INDEMNIFICATION

13.1. **By Auditoria.AI.** Auditoria.AI will defend and indemnify Customer, its Affiliates, officers, directors and employees (including, without limitation, the obligation to pay all damages, costs and expenses incurred by Customer) from and against any claims asserted by a third party based on an allegation that use of the Service in accordance with this Agreement and the applicable Order Form(s) infringes a copyright in any country or a patent of the U.S.A., a member state of the European Union, Canada or Australia (collectively, "**Claims**"). If (a) any aspect of the Service is found by a court or, in Auditoria.AI's reasonable opinion is likely to be found by a court, to infringe upon a third party Intellectual Property Right, or (b) the continued use of the Service is enjoined, Auditoria.AI will promptly and at its own expense: (i) obtain for Customer the right to continue using the Service in accordance with this Agreement and the applicable Order Form(s); (ii) modify the item(s) in question to no longer be infringing; or (iii) replace those item(s) with a non-infringing functional equivalent. If, after reasonable efforts, Auditoria.AI determines in good faith that options (i), (ii) and (iii) are not feasible, Auditoria.AI will remove the infringing item(s) from the Service and refund to Customer on a pro rata basis any Fees paid by Customer for the infringing element(s) that are unused as of the removal date. Auditoria.AI will have no obligation or liability for any Claim under this section to the extent arising from: (x) the combination, operation or use of the Service with any product, device, software or service not supplied by Auditoria.AI to the extent the combination creates the infringement; (y) the unauthorized alteration or modification by Customer of the Service, or (z) Auditoria.AI's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services.

13.2. **By Customer.** Customer will defend and indemnify Auditoria.AI, its Affiliates, officers, directors and employees (including, without limitation, the obligation to pay all damages, costs and expenses incurred by Auditoria.AI) based on a breach by Customer of Section 4 of this Agreement.

13.3. **Requirements for Indemnification.** Each Party's respective defense and indemnity obligations are contingent upon the indemnified Party: (a) promptly giving notice of the third party claim to the defending/indemnifying Party once the claim is known; (b) giving the indemnifying Party sole control of the defense and settlement of

the claim and not compromising or settling the claim without the indemnifying Party's approval; and (c) providing appropriate information and reasonable cooperation to the indemnifying Party in connection with the claim.

14. **LIMITATION OF LIABILITY.** EXCEPT FOR (a) SUMS DUE AUDITORIA.AI UNDER APPLICABLE ORDER FORMS AND/OR SOW; (b) WITH RESPECT TO CUSTOMER'S OBLIGATIONS UNDER SECTION 4 AND PCI OBLIGATIONS), (c) AUDITORIA.AI'S OBLIGATIONS UNDER SECTION 5.2 AND (d) EACH PARTY'S OBLIGATIONS UNDER SECTION 13 (x) NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; AND (y) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE AUDITORIA.AI'S LIABILITY FOR A BREACH OF ITS OBLIGATIONS UNDER SECTION 5.2 SHALL NOT EXCEED 3 TIMES THE AMOUNTS RECEIVED BY AUDITORIA.AI FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. .

## 15. CONFIDENTIALITY

15.1. **Definition.** As used in this Agreement, "**Confidential Information**" means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving the information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes, without limitation, Customer Data and Customer's non-public business plans, and Auditoria.AI's Confidential Information includes, without limitation, pricing terms offered under any Order Form, Auditoria.AI's non-public business plans, all non-public aspects of the Auditoria.AI Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

15.2. **Purpose.** Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "**Purpose**"). For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that does not include Personal Data is not prohibited.

15.3. **Permitted Disclosures and Obligations.** Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know the information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Neither Party may disclose publicly the existence or nature of any negotiations or other communications between the Parties without prior written consent of the other Party. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any unauthorized use or disclosure. For the avoidance of doubt, a security breach involving Customer Data will be governed by Section 5.2, and not Section 15.

15.4. **Exclusions.** Recipient's obligations under Section 15 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without using any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of confidentiality obligation. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not breach this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit the disclosure.

15.5. **Ownership and Destruction of Confidential Information.** As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm the return/destruction in writing; provided, however, that the Recipient may retain electronic



copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to those electronic backup copies for so long as the Confidential Information is retained.

15.6. **Confidentiality Period.** Recipient's obligations with respect to Discloser's Confidential Information under Section 15 will remain in effect for the term of this Agreement for 3 years thereafter provided, however, that Recipient's obligations under this Agreement will continue to apply to Confidential Information that qualifies as a trade secret under applicable law for as long as it so qualifies.

## 16. GENERAL

16.1. **Governing Law and Dispute Resolution.** This Agreement is governed by California law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Other than with respect to seeking injunctive relief under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing notice.

16.2. **Assignment & Other Transfers.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and/or SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Auditoria.AI, Auditoria.AI will have the right to terminate this Agreement, including all associated Order Forms and/or SOW in which case Auditoria.AI will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and/or SOW then in effect that are unused as of the termination date.

16.3. **Export.** Each Party also specifically agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals.

16.4. **Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control including, without limitation, war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of the Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

16.5. **Marketing.** Auditoria.AI may not use Customer's name without Customer's prior written approval; provided, however, that Auditoria.AI may use Customer's name and logo on Auditoria.AI's website and marketing materials solely to identify Customer as a Auditoria.AI customer (without revealing any Customer Confidential Information or details about the Parties' relationship or this Agreement). If Customer has any issues with any use by Auditoria.AI of Customer's name, Auditoria.AI and Customer will cooperate to promptly resolve the issue.

16.6. **Insurance.** Each Party will maintain sufficient insurance coverage to adequately cover its respective obligations under this Agreement. Upon request, each Party will provide to the other Party a copy of its current certificate of insurance evidencing coverage.

16.7. **Independent Contractors.** The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship.

16.8. **Notices.** All notices required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Auditoria.AI at [notices@Auditoria.AI](mailto:notices@Auditoria.AI), and Auditoria.AI may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

16.9. **Anti-Corruption.** Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any Auditoria.AI employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify Auditoria.AI at [legal@Auditoria.AI](mailto:legal@Auditoria.AI) if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

16.10. **Government Users.** If Customer is a U.S. government entity, or this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that the Service constitutes software and documentation provided as "Commercial Items" under 48 C.F.R. 2.101 and developed solely at private expense, and are being licensed made accessible to U.S. government Users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

16.11. **Execution.** This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

16.12. **Entire Agreement.** This Agreement, together with any applicable Order Forms and/or SOW (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Auditoria.AI regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding its subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

## 17. DEFINITIONS

As used in this Agreement:

17.1. **"Affiliate"** means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

17.2. **"Auditoria.AI Technology"** means all of Auditoria.AI's and its licensors' proprietary technology that Auditoria.AI makes available to Customer as part of or in connection with the Service (including, without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

17.3. **"Customer Data"** means any data, information or material received by the Service from Customer or Customer's Users in the course of accessing or using the Service;

17.4. **"Personal Data"** means information relating to a natural person as the term is defined by the applicable Privacy Laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR);

17.5. **"Privacy Laws"** means all laws and regulations regarding Personal Data that apply to Auditoria.AI's provision of the Service to Customer;

17.6. **"Service"** means (i) the Auditoria.AI@ SaaS service for subscription relationship management, accessible via <https://www.Auditoria.AI> and/or another Web site or IP address designated by Auditoria.AI. "Service" also includes, without limitation, all other components of the applicable Service and Auditoria.AI Technology;

17.7. **"SOW"** means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Auditoria.AI provides its Professional Services;

17.8. **"Tenant"** means a single, discrete operational environment within Auditoria.AI's SaaS environment in which Customer may use the Service. **"Production Tenant"** means a Tenant that Customer is permitted to use to process live Customer Data for production use in accordance with the applicable Order Form;

17.9. **"User(s)"** means Customer's customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service.