SUBSCRIPTION AGREEMENT – CUSTOMER HOSTED

This Subscription Agreement (this "**Agreement**") between Instabase, Inc., a Delaware corporation, with its registered address at 3500 South DuPont Hwy., Dover, Delaware 19901 ("**Instabase**") and Customer, as defined in the Order Form, is effective as of the last date signed on the Order Form (the "**Agreement Effective Date**"). Capitalized terms are defined in Section 18 (Definitions), unless otherwise defined in a relevant section.

1. ORDERING AND LICENSE GRANT

1.1 This Agreement governs Customer's licensing and use of Instabase's Software and Services, pursuant to one or more Order Forms. Each Order will create a separate contract between the parties which will be subject to the terms of this Agreement.

1.2 Subject to the terms of this Agreement and any applicable Order, including payment of any applicable Fees, Instabase grants to Customer during the Subscription Term:

(a) _License to Software_: a non-exclusive, non-sublicensable, non-transferable license to install, execute and use the Software for its internal business purposes, in accordance with the applicable Documentation, and only for the specific set of instances, features, and applications set forth in the Order.

(b) _License to Models_: a non-exclusive, non-sublicensable, non-transferable license to (i) execute and use the Models provided by Instabase for its internal business purposes in conjunction with the Software; and (ii) modify the Baseline Models to create Private Models for its internal business purposes.

2. PROPRIETARY RIGHTS, RESTRICTIONS ON USE

2.1 As between the parties, Instabase owns all right, title, and interest in and to the Software and all derivatives thereof, and any intellectual property rights associated therewith. Instabase reserves all rights in and to the Software that it does not expressly grant to Customer in this Agreement. Customer agrees that the Instabase Software, Services and Models are provided on a non-exclusive basis and that no transfer of ownership of intellectual property rights will occur. Customer further acknowledges and agrees that portions of the Instabase Software and Services, including but not limited to its Software components, and the specific design and structure of individual modules or programs, constitute or contain trade secrets and other intellectual property rights of Instabase and its licensors.

2.2 As between the parties, Instabase will own the intellectual property rights in anything provided or created by it in the performance of any Professional Services unless otherwise expressly specified in an Order.

2.3 Customer retains all right, title and interest in and to any Customer Data. Subject to your compliance with the terms herein, Instabase hereby assigns you all its right, title and interest in and to the Output.

2.4 Customer agrees it shall not, nor permit any third party to: (a) assert any intellectual property rights in any Software, including Private Models, against Instabase, any Instabase customer, development partner, channel partner, service partner, or other Instabase ecosystem participant; (b) sublicense, sell, rent, lease, transfer, assign, disclose, or distribute the Software to third parties; (c) host or use the Software to provide services to third parties except as expressly authorized in an Order; (d) except for Authorized Users, disclose or permit third parties to access the Software; (e) disassemble, reverse compile, decompile, translate, or otherwise reverse engineer the Software, its components or Models, or attempt to derive or gain improper access to any of its source code or underlying components of Models, algorithms and systems of the Software, in whole or in part, except to the extent the law in Customer's jurisdiction expressly permits this notwithstanding such prohibition; (f) modify, translate or create derivative works of the Software, in whole or in part, use output from the Software to develop derivative models, or merge the Software with other software except (1) as required for the intended operation of the Software in accordance with the Documentation or (2) to modify the Models as expressly permitted under this Agreement; (g) modify, obscure or delete any proprietary rights notices that appear in or on the Software; (h) interfere with, or disrupt the integrity or performance of, the Software or otherwise use the Software or Models in a manner not expressly permitted by this Agreement, including using the Software beyond the applicable Subscription Term; (i) use any automated or programmatic method to extract data or output from the Software, including scraping, web harvesting, or web data extraction; (j) represent that Output from the Software was human-generated when it is not; (k) buy, sell, or transfer access to the Software or API keys without our prior written consent; or (l) otherwise violate Usage Policies available at: https://instabase.com/legal/usage-policy.

2.5 Certain features and functionalities within the Software may allow Customer and its Authorized Users to interface with or interact with, access or use compatible third-party services, products, technology and content (collectively, "**Third-Party Services**") through the Software. Instabase does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Software or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto.

Customer is wholly responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for using the Third-Party Services in connection with the Software.

3. AUTHORIZED USERS

Customer may permit its employees, authorized agents, authorized contractors, and authorized end users ("**Authorized Users**") to use the Software for the same purposes as permitted under Section 1.2 and subject to the terms and conditions of this Agreement, provided Customer remains liable for Authorized Users' compliance with the terms and conditions of this Agreement and any applicable Order.

4. DELIVERY OF SOFTWARE

4.1 Upon commencement of the applicable Subscription Term, Instabase will make the Software, including available Models, available to the Customer along with any associated services set forth in the Order Form.

4.2 Customer is responsible for (a) implementing reasonable and appropriate measures designed to secure Customer's access to the Software, including maintaining the confidentiality of the user names and passwords that are being used to access the Software; and (b) any activity that takes place using the Authorized Users' login credentials.

5. SUPPORT, UPDATES, AND PROFESSIONAL SERVICES

5.1 Instabase will provide Updates for the Software during the Subscription Term as described in the Instabase Support Policy. Technical support will be provided in accordance with the Support Policy if included in an Order.

5.2 Customer may elect to purchase Professional Services as agreed in an Order.

(a) Instabase grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use any training and other informational materials provided through the Professional Services to the extent necessary to enable Customer's use of the Software and Models in accordance with the terms of this Agreement.
(b) Customer shall provide reasonable access, cooperation and information as necessary to permit Instabase to perform the Professional Services. While on Customer's premises, Instabase personnel shall comply with any rules or policies of Customer that are made available to them in writing.

6. FEES, PAYMENT AND TAXES

6.1 Customer will be invoiced for the Fees (including any applicable taxes) annually in advance unless otherwise set forth in the Order. Customer agrees to pay all invoices within thirty (30) days of the date of invoice. Amounts payable are not refundable except as set forth in Section 11.2 (Warranties).

6.2 Customer is solely responsible for all taxes, fees, duties and government assessments (except for taxes based on Instabase's net income) that are imposed or become due in connection with the subject matter of this Agreement.

6.3 All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding.

6.4 Instabase reserves the right to charge Customer interest on past due amounts at 1.5% per month or the highest interest rate allowed by law, whichever is less, and to additionally charge for all expenses of recovery. Following no less than 14 days' written notice, Instabase may terminate this Agreement, and Customer's rights under this Agreement, if payments are not received within 60 days of the date of invoice (which invoice has not been the subject of a good faith dispute).

6.5 The payment terms set forth in this Section 6 are applicable if Customer is purchasing directly from Instabase. In the event Customer is purchasing through an Instabase Partner, payment terms and associated obligations will be between such Instabase Partner and the Customer.

7. EXPORT AND COMPLIANCE WITH LAWS

7.1 Each party will comply with applicable laws and regulations governing the export, re-export, transfer of the Software and Models, and will obtain all required local and extraterritorial authorizations, permits or licenses.

7.2 Each party will comply with all laws and regulations applicable to their respective obligations under this Agreement and, in Customer's case, its use of the Software.

8. TERM AND TERMINATION

8.1 This Agreement starts on the Agreement Effective Date and, unless terminated in accordance with this Section 8, will continue for an initial period set forth in the Order Form ("**Initial Term**"), and will thereafter automatically renew for additional one (1) year periods (each, a "**Renewal Term**"). Either party can terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with at least thirty (30) days prior written notice.

8.2 Each Order shall continue for the Subscription Term set forth therein unless terminated earlier in accordance with the terms of this Agreement. Each new Order shall be signed by an authorized signatory of both parties.

8.3 Either party shall be entitled to terminate this Agreement and any or all Orders: (a) for any material breach not cured within 30 days following written notice of the breach; or (b) immediately upon written notice if the other party becomes the subject of any bankruptcy proceeding or any other proceedings relating to

insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

8.4 Instabase shall be entitled to immediately terminate this Agreement and any or all Orders and/or suspend Customer's access to the Software or Services upon written notice upon Customer's breach of Section 2 (Proprietary Rights and Restrictions on Use) or Section 9.2 or 9.3 (Security and Data).

8.5 When this Agreement terminates or expires: (a) the Subscription Term for any Software in Customer's possession will immediately terminate; (b) all licenses granted under this Agreement will immediately terminate and Customer shall immediately cease using the Software; (c) Customer shall immediately pay any Fees due and owing prior to termination or expiration; (d) Customer will destroy all copies of the Software in its possession or control, and certify in writing that it has done so; and (e) each party will promptly return to the other (or, if requested by the other party, destroy) all Confidential Information belonging to the other party.

8.6 Section 2 (Proprietary Rights, Restrictions), Section 6 (Fees, Payment and Taxes), Sections 8.5 and 8.6 (Term and Termination), Section 10 (Confidentiality), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 15 (Entire Agreement), Section 17 (General), and Section 18 (Definitions) will survive the termination or expiration of this Agreement for any reason.

8.7 Termination or expiry of a specific Order shall not affect the validity of any other Orders or this Agreement unless mutually agreed by the parties in writing.

9. SECURITY AND DATA

9.1 Instabase has implemented the Security Measures detailed at https://instabase.com/trust/security to secure Customer Data in connection with Customer's use of the Software. For further detail, please visit the Instabase Trust Center located at https://instabase.com/trust.

9.2 Customer represents and warrants that it has obtained all necessary rights and authorizations to submit Customer Data, including personal data relating to identifiable individuals, to Instabase for the purposes contemplated by the Agreement, and has provided notice to individuals and obtained any necessary consents as required under applicable data protection laws. Customer is solely responsible for the accuracy, content and legality of Customer Data, and Instabase does not assume any obligations with respect to Customer Data other than as expressly set forth in the Agreement or as required by applicable law.

9.3 Customer agrees that it shall not submit any Customer Data to Instabase that (a) contains any worm, virus or other malicious code which is designed to destroy, disable, harm, disrupt the operation of, enable unauthorized access to, erase, destroy or modify any software, hardware, network or technology; or (b) violates

applicable laws or any third-party intellectual property, privacy, publicity or other rights.

9.4 Customer shall not submit any Customer Data to Instabase that contains (i) cardholder data as defined under the Payment Card Industry Data Security Standard ("**cardholder data**") or (ii) protected health information as defined under the Health Insurance Portability and Accountability Act ("**PHI**") unless Customer has entered into an Order that explicitly permits the submission of such Customer Data.

9.5 Instabase will access, process, and use Customer Data in connection with Customer's use of the Software in accordance with applicable privacy and data protection laws. Instabase's Data Protection Addendum ("**DPA**"), available at https://instabase.com/trust/DPA, is incorporated by reference and applies to the extent that Customer Data provided by or on behalf of Customer to Instabase includes any personal data that is subject to the General Data Protection Regulation 2016/679 or applicable data protection laws of the United Kingdom or Switzerland.

9.6 No more than once each quarter, Customer agrees to provide Instabase with a periodic screenshot of the license page to verify consumption data. The screenshot should clearly display the relevant license information, including the total number of pages used or any other relevant usage metrics agreed upon between the parties. The screenshots shall be provided to Instabase within five (5) business days following the end of each reporting period.

9.7 Instabase shall be permitted to delete any Customer Data which may be in its possession and suspend Customer's access to the Software, if: (i) Customer is in breach of Section 7 or this Section 9; (ii) removal or blocking of the Customer Data is necessary to protect the security of the Software, Instabase or any third party; or (iii) required to comply with a governmental mandate.

10. CONFIDENTIALITY

10.1 "**Confidential Information**" means all information of a party ("**Discloser**") disclosed to the other party ("**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure. For purposes of this Agreement, Instabase Software and Documentation, and any copies of them, will be deemed to be Instabase Confidential Information, regardless of whether they are marked as such, and Customer Data will be deemed Customer's Confidential Information, regardless of whether they are marked as such.

10.2 Neither party will use the other party's Confidential Information except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information

3

of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, legal and financial advisors (collectively, "**Representatives**") who (a) have a need to know such information and (b) who are parties to appropriate agreements sufficient to comply with this Section 10. Each party will be responsible for all acts and omissions of its Representatives.

10.3 The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to a court order or requirement of a governmental body, provided that the party required to make the disclosure gives reasonable notice to the other party to enable them to contest such order or requirement.

10.4 The restrictions set forth in Section 10.2 will not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no fault of the Recipient; (b) was rightfully known or becomes rightfully known to the Recipient without confidential restriction from a source other than the Discloser who has a right to disclose it; (c) is approved by the Discloser for disclosure without restriction in a written document signed by an authorized representative of the Discloser; or (d) is independently developed by or for the Recipient without the use of the other party's Confidential Information.

10.5 The Recipient acknowledges that unauthorized disclosure of the Discloser's Confidential Information could cause substantial harm to the Discloser for which damages may not be an adequate remedy.

11. WARRANTIES

11.1 Instabase warrants that: (a) for ninety (90) days from the date the Software is made available for download, the unmodified Software will substantially conform to the functionality described in the then-current Documentation; (b) the unmodified Software, at the time it is made available for download, Instabase will employ commercially reasonable efforts in accordance with industry standards to prevent the transmission of malware, viruses or worms (otherwise known as computer code or technology specifically designed to disrupt, disable, or harm Customer's software, hardware, computer system, or network); and (c) any Services will be performed in a good and workmanlike manner by appropriately qualified personnel. Instabase does not warrant that Customer's use of the Software will be uninterrupted or that operation or output of the Software will be error-free.

11.2 In the event of a breach of the limited warranties set forth in Section 11.1, Customer's sole and exclusive remedy will be, at Instabase's option and expense, to (a) repair the Software; (b) replace the Software; or (c) terminate the Agreement with respect to the defective Software and promptly provide a pro-rata refund of the Fees that Customer paid in advance for the remainder of the Subscription Term, calculated from the date of termination.

11.3 The warranty in Section 11.1(a) will not apply to the extent any non-conformance is caused by: (a) Customer using the Software with an application or in an environment other than as described in the Documentation; or (b) modifications made to the Software that were not made by Instabase, authorized representatives of Instabase or with the express written authorization of Instabase.

11.4 THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE ONLY WARRANTIES MADE WITH RESPECT TO THE SOFTWARE AND SERVICES. ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF A COURSE OF DEALING OR USAGE OR TRADE.

12. INDEMNIFICATION

12.1 Subject to Section 12.3, Instabase agrees to defend or settle, at Instabase's option and expense, any third-party claim brought against Customer to the extent such claim asserts that the Software infringes a U.S. patent or worldwide copyright or misappropriates a trade secret of such third party (each, a "**Claim**") and Instabase shall pay all costs (including reasonable legal fees) and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim.

12.2 If the use of the Software is, or in Instabase's reasonable opinion likely to become subject to a Claim under Section 12.1, Instabase may, at its sole option and expense (and in addition to the indemnity obligations in Section 12.1): (a) obtain a license for Customer's continued use of the applicable Software; (b) replace or modify the applicable Software so that it is non-infringing and substantially equivalent in function to the original Software; or (c) if options (a) and (b) are not commercially practicable in Instabase's reasonable estimation, Instabase may terminate this Agreement or the license to the infringing Software and provide a pro-rata refund of the Fees that have been paid in advance for the remainder of the Subscription Term for the applicable Software, calculated from the date of termination.

12.3 Instabase will have no indemnification obligation for any Claim arising out of: (a) modification of the Software, unless Instabase or its designee made the modification; (b) use of the Software other than as authorized by this Agreement and the Documentation; (c) failure to use updated or modified Software that Instabase makes available to Customer without additional charge that would have helped avoid or mitigate the Claim; (d) failure to stop using the Software after receiving written notice to do so from Instabase in order to avoid further infringement

or misappropriation; (e) combination, operation or use of the Software with applications, data, code, software, systems or products not supplied by Instabase; (f) third party Models; or (g) use of Customer Data with the Software where such Customer Data infringes or misappropriates a third party's intellectual property rights and the Claim would not have occurred but for such use of Customer Data (subsections (a)-(g) may be referred to collectively as "**Indemnity Exclusions**").

12.4 THIS SECTION 12 SETS FORTH INSTABASE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12.5 Customer agrees to defend, at its cost, Instabase against any third-party claim arising from Customer's breach of the Instabase Usage Policy or Sections 9.2 or 9.3. Customer shall pay all costs (including reasonable legal fees) and damages finally awarded against Instabase by a court of competent jurisdiction as a result of any such claim.

12.6 An indemnifying party's obligations under this Section 12 only apply if: (a) the party seeking indemnification ("**Indemnitee**") notifies the indemnifying party of the indemnification claim in writing as soon as possible once Indemnitee becomes aware of the claim; (b) the Indemnitee makes no admission of liability or fault; (c) the indemnifying party is given sole control over the defense of the claim and settlement of it; and (d) the Indemnitee provides all reasonable assistance to the indemnifying party.

13. LIMITATION OF LIABILITY

13.1 SUBJECT TO SECTION 13.4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS OR REVENUE; (C) LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM THE USE OF THE SOFTWARE; OR (D) LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 SUBJECT TO SECTIONS 13.1, 13.3 AND 13.4, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO INSTABASE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM GIVING

RISE TO SUCH LIABILITY (THE "**GENERAL CAP**"). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

13.3 SUBJECT TO SECTIONS 13.1 AND 13.4, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTABASE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT WITH RESPECT TO BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 10 (CONFIDENTIALITY) OR BREACH OF ITS SECURITY OBLIGATIONS IN SECTION 9.1, WHERE SUCH BREACH RESULTS IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, SHALL BE LIMITED TO TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO INSTABASE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM (THE "**SUPER CAP**"). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. IN NO EVENT WILL INSTABASE BE LIABLE FOR THE SAME EVENT UNDER THE GENERAL CAP AND THE SUPER CAP, AND THESE CAPS WILL NOT BE CUMULATIVE. IF THERE IS ONE OR MORE CLAIMS SUBJECT TO EACH OF THE GENERAL CAP AND THE SUPER CAP, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE SUPER CAP.

13.4 Nothing in this Agreement will limit or exclude (a) liability that cannot be excluded or limited by applicable laws; (b) death or personal injury caused by negligence of a party; (c) gross negligence or willful misconduct; (d) obligations under Section 12 (Indemnification); (e) in the case of Customer, for (i) breach of Sections 2 (Proprietary Rights, Restrictions on Use) or 9.2 or 9.3 (Customer Data), and (ii) payment of Fees.

14. EVALUATION

14.1 Customer may receive access to the Software as a no-fee, trial, private preview, public preview or early access offering ("**Evaluation Software**"). Unless otherwise agreed, use of the Evaluation Software is only for Customer's internal evaluation for 60 days from the date Customer is first granted access to the Evaluation Software.

14.2 Any Models generated by Customer using the Evaluation Software may only be used to evaluate the features and functions of the Evaluation Software. Upon conclusion of the evaluation, Customer shall cease use of and destroy all such Models unless Customer purchases the Software within one (1) month of access to the Evaluation Software ending.

14.3 Instabase shall be entitled to cancel Customer's access to the Evaluation Software or modify the Evaluation Software at any time. No warranty or support obligations will apply to Evaluation Software.

14.4 Other than for a breach of Section 2 (Proprietary Rights, Restrictions on Use), and subject to Section 13.4 (liability which cannot be excluded), each party's liability

in connection with Customer's use of any Evaluation Software will be $25,000.

15. ENTIRE AGREEMENT

15.1 This Agreement, including each Order, constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all proposals or prior arrangements, understandings or agreements (whether written, oral, click-through or electronic) between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, Instabase may introduce new products, services or features, including without limitation additional LLMs not offered as of the Agreement Effective Date (collectively "**New Products**"). Such New Products may be subject to product-specific terms and conditions as agreed upon between the parties.

15.2 Any modification, change or amendment to this Agreement shall be in writing and signed by an authorized representative of each party to be binding upon the parties.

15.3 If this Agreement conflicts with any of the terms of any Order, then the terms of the Agreement shall take precedence unless the Order (a) expressly states the parties' intent to amend the Agreement and (b) specifically identifies the section of the Agreement to be amended.

16. NOTICES

16.1 All notices required to be given under this Agreement shall be in writing, should reference this Agreement, and will be deemed to be properly given: (a) upon receipt if delivered by hand; (b) upon confirmation of receipt by the intended recipient if delivered by email; (c) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt; or (d) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt.

16.2 Notices for either party shall be sent to the address noted at the top of this Agreement, with the notation "Attention: Legal".

17. GENERAL

17.1 *Waiver*. Any waiver or modification of the provisions of this Agreement will only be effective if signed in writing by authorized representatives of both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.2 *Severability*. If the whole or any part of a provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will be unaffected. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17.3 *Independent Contractors*. Both parties are independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement shall be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the parties, and neither party can bind the other contractually.

17.4 *Assignment*. Neither party may assign this Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed, provided that Instabase may assign this Agreement, upon notice but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided always that the assignee is in a position to discharge the obligations of the assignor.

17.5 *Government Users*. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software and Documentation with only those rights set forth in this Agreement. Any provisions that are not consistent with federal procurement regulations are not enforceable against the U.S. Government.

17.6 *Force Majeure*. Except for the obligation to pay Fees for obligations already performed under the Agreement. neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control including, without limitation, any acts of any government or government agency (each a "**Force Majeure Event**"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 60 days, then either party may terminate the relevant Order by giving written notice to the other party.

17.7 *Publicity*. Customer agrees that Instabase may refer to Customer by its trade name and logo as a current customer to current and prospective clients. Any use of Customer's name or logo in advertising or marketing materials or in a press release shall be subject to Customer's prior written consent.

17.8 *Insurance*. Instabase shall maintain, throughout the term of the Agreement and with a reputable insurance provider, insurance coverage that is commercially reasonable relative to its obligations under the Agreement. Upon written request, Instabase shall provide to Customer evidence of such insurance.

17.9 *Feedback*. Customer is under no duty to provide any suggestions, enhancement requests, or other feedback regarding Instabase products or services ("**Feedback**"). If Customer elects to offer Feedback to Instabase, any such Feedback will be treated by Instabase as non-proprietary

to Customer and may be used by Instabase for any purpose without attribution or compensation to Customer. Instabase acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind.

17.10 *Verification*. During the Subscription Term and for a period of twelve (12) months after its expiry or termination, Customer will take reasonable steps to maintain complete and accurate records of Customer's use of the Software sufficient to verify compliance with this Agreement ("**Records**"). In the event Instabase is concerned with underpayment of Fees, then upon reasonable advance notice, and no more than once per twelve (12) month period, Customer will allow Instabase and its auditors access to the Records during normal business hours. If the verification process discloses underpayment of fees, Customer agrees to pay such fees and also pay the reasonable cost of the verification process if the fees owed exceed the amount paid for Fees by more than five percent (5%).

17.11 *Governing Law and Jurisdiction*. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any principles of conflict of laws. Any legal action or proceeding arising under or related to this Agreement will be brought exclusively in the federal and state courts located in San Francisco, California and the parties irrevocably consent to personal jurisdiction and venue in such courts.

18. DEFINITIONS

Defined terms not otherwise defined in the Agreement shall have the meaning set forth below:

"**Baseline Models**" means those Models provided by Instabase as a component of the Software, and any subsequent enhancements or modifications thereto. For avoidance of doubt, Baseline Models do not include LLMs.

"**Customer Data**" means any electronic data or information, including text, sound, video and image files, and input that Customer processes using the Software or that is provided to Instabase by or on behalf of Customer in connection with this Agreement.

"**Documentation**" means any manuals, documentation and other supporting materials related to the Software that Instabase makes generally available to customers. Documentation is considered part of the Software.

"**Fees**" means the fees Customer is required to pay Instabase to use the Software during the applicable Subscription Term, as specified in each applicable Order.

"**Instabase Partner**" means a reseller, distributor or systems integrator expressly licensed and authorized by Instabase to sell Instabase products and services.

"**LLMs**" refers to large-language models made available within Instabase's Software.

"**Models**" means software files that have been trained over large sets of data to recognize certain types of patterns. When used in conjunction with the Software, Models can find patterns, identify data, documents or images, or make predictions from a previously unseen dataset.

"**Order**" or "**Order Form**" means a written or electronic form used to order the Software and any applicable Professional Services. An Order describes applicable pricing, the Subscription Term, and other business terms, and is executed by an authorized signatory of Instabase and Customer.

"**Output**" refers to the output generated and returned by the Software based on the Customer Data submitted or processed by the Software.

"**Private Models**" means (i) Baseline Models that have been further trained or enhanced by Customer, or (ii) new Models developed by Customer and as to each of (i) and (ii) Customer has elected not to contribute such Models to Instabase for the benefit of the Instabase customer community.

"**Professional Services**" means any training, configuration, enablement and/or other professional services provided by Instabase to Customer. "Professional Services" does not include Instabase technical support.

"**Services**" means the technical support services and/or Professional Services provided by Instabase to Customer under an Order Form referencing this Agreement.

"**Software**" means the object-code version of Instabase's proprietary enterprise software application. Software includes Documentation, Updates, and Models. Models are subject to the licensing terms set forth in Section 1.2.

"**Subscription Term**" means the period of Customer's subscription to the Software as stated in the Order.

"**Support Policy**" means the available technical support service plans located at https://instabase.com/support-policy/.

"**Update**" means a Software release that Instabase makes generally available to its customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, generally indicated by a change in the digit to the right of the second decimal point (e.g. a change from version x.x.x to x.x.y); or it may be an enhancement, new feature, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g. x.x.x to x.y.x) or to the left of the first decimal point (e.g. x.x.x to y.x.x).