

SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS

These Software-as-a-Service Free Trial Terms and Conditions (the “**Free Trial Terms**”) are entered into by and between [Vema Data Inc.] and each of its wholly-owned subsidiaries (collectively, “**Provider**”) and the organization or individuals (“**Customer**”) that has registered for a limited trial license to access and use the software-as-a-service product provided by Provider (“**SAAS Software**”).

These Free Trial Terms are effective on the date on which Customer registers for the trial, accepts these terms by clicking to agree, or otherwise accesses the SAAS Software (the “**Effective Date**”).

1. SCOPE OF LICENSE; RESTRICTIONS.

1.1 Access; License. Subject to these Free Trial Terms, Provider grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the SAAS Software and any associated documentation for evaluation purposes only during the Trial Period. Customer agrees not to use the SAAS Software for any commercial purposes beyond such internal evaluation.

1.2 End Users. Customer is responsible and liable for all uses of the SAAS Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Free Trial Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its End Users, and any act or omission by an End User that would constitute a breach of these Free Trial Terms if taken by Customer will be deemed a breach of these Free Trial Terms by Customer. Customer shall use reasonable efforts to make all End Users aware of the provisions of these Free Trial Terms, as applicable to such End User’s use of the SAAS Software, and shall cause all End Users to comply with such provisions.

1.3 Use Restrictions. Except as otherwise provided in these Free Trial Terms or the applicable Purchase Order, Customer shall not itself, or through any third party, and shall cause End Users to not:

- (a) decompile, disassemble, reverse engineer or otherwise attempt to discover the source code for the SAAS Software or determine how the SAAS Software is provided;
- (b) modify, transform or otherwise prepare a derivative work of the SAAS Software;
- (c) sell, distribute, sublicense, rent, lease, assign, pledge or otherwise make the SAAS Software available to or grant any rights in the SAAS Software to any unauthorized third party;

- (d) remove or modify any confidentiality or proprietary rights notices contained in or on the SAAS Software or the accompanying documentation for the SAAS Software;
- (e) attempt to gain access to areas of the SAAS Software which it has not been granted access to or unauthorized access to related systems or networks or breach any security measure;
- (f) use the SAAS Software in a manner that would be reasonably anticipated to interfere with, degrade or disrupt the integrity or performance of Provider’s technologies, services, systems or offerings;
- (g) develop a competitive product or service using ideas, features, functions or graphics that are the same as or similar to those contained in the SAAS Software; or
- (h) otherwise use the SAAS Software in a manner that is not contemplated by the Free Trial Terms, including in a manner not contemplated by the accompanying Documentation for the SAAS Software or in a manner that violates any applicable laws or third-party rights.

1.4 Suspension. Provider may temporarily suspend Customer’s or any End User’s access to any portion or all of the SAAS Software, if: (a) Provider reasonably determines that (i) there is a threat or attack on any of the SAAS Software; (ii) Customer’s or any End User’s use of the SAAS Software disrupts or poses a security risk to the SAAS Software or to any other Customer of Provider; or (iii) Customer, or any End User, is using the SAAS Software for fraudulent or illegal activities; (b) Customer or any End User is in breach of these Free Trial Terms; or (c) any vendor of Provider has suspended or terminated Provider’s access to or use of any third-party services or products required to enable Customer to access the SAAS Software. Provider shall use commercially

reasonable efforts to provide written notice of any such suspension to Customer following such suspension. Provider shall use commercially reasonable efforts to resume providing access to the SAAS Software as soon as reasonably possible after the event giving rise to the suspension is cured.

1.5 Right to Modify or Discontinue. Provider reserves the right to add or modify any feature, functionality, or other tool, within the SAAS Software at its own discretion and with or without prior notice to Customer. Provider shall provide Customer written notice prior to discontinuing any material feature or functionality within the SAAS Software.

2. AVAILABILITY; SUPPORT.

2.1 SAAS Software Availability. Provider may offer limited support during the Trial Period, at its sole discretion. Provider makes no commitments regarding uptime or feature availability during the Free Trial.

3. PAYMENT.

3.1 Fees. The Free Trial is provided at no cost to Customer. No fees or charges shall apply during the Trial Period.

4. TERM AND TERMINATION.

4.1 Term. These Free Trial Terms shall remain in effect only during the Trial Period. Upon expiration or earlier termination, Customer must immediately discontinue all use of the SAAS Software and delete any related documentation or confidential information.

4.2 Trial Period. The Free Trial shall begin on the Effective Date and continue for thirty (30) days unless earlier terminated by Provider at its sole discretion.

5. REPRESENTATIONS AND WARRANTIES.

5.1 DISCLAIMER OF WARRANTIES.

THE SAAS SOFTWARE AND DOCUMENTATION AND ANY SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED HEREIN AND ANY WARRANTIES EXPRESSLY PROVIDED IN SEPARATE WARRANTY DOCUMENTATION PROVIDED BY PROVIDER APPLICABLE TO THE SAAS SOFTWARE, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SAAS SOFTWARE OR THE SERVICES WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

6. INTELLECTUAL PROPERTY.

6.1 Provider Intellectual Property. Provider, its third-party licensors, and their respective successors and assigns shall retain all right, title, and interest in and to all Intellectual Property Rights used to create or develop, embodied in, used in, or otherwise relating to the SAAS Software, Documentation, and components thereof. These Free Trial Terms do not constitute a sale of any Intellectual Property Rights embodied in the SAAS Software, the Documentation, or any component thereof (or any copy, derivative work, upgrade, improvement, or modification thereof). Except for the limited rights expressly granted herein, Customer and its End Users are not granted any right, title or interest in or to any of the foregoing. To the extent any right, title or interest in or to any Intellectual Property Rights of Provider vests in Customer or its End Users, Customer, on behalf of itself and its End Users, hereby assigns to Provider all such right, title and interest. Customer acknowledges and agrees that any goodwill derived from its use of Provider's Intellectual Property Rights inures to the benefit of Provider or its licensors, as applicable. All rights not expressly granted under these Free Trial Terms are reserved by Provider. There are no implied rights. For clarity, no customization or alteration to any SAAS Software or any accompanying Documentation shall constitute a transfer of Intellectual Property Rights in such SAAS Software or Documentation.

6.2 Prohibited Acts. Customer shall not: (a) take any action that interferes with any of Provider's Intellectual Property Rights, including Provider's ownership or exercise thereof; (b) challenge any right, title or interest of Provider in or to Provider's Intellectual Property Rights; (c) make any claim or take any action adverse to Provider's ownership of Provider's Intellectual Property Rights; (d) engage in any action that tends to disparage, dilute the value of,

or reflect negatively on the SAAS Software or Provider itself; and (e) alter, obscure or remove any of Provider's proprietary rights notices, including any patent markings or copyright notices, placed on the SAAS Software.

6.3 Feedback. Customer or any End User may provide Provider with comments, ideas, suggested changes, improvements, problems, defects and other feedback relating to the operation of the SAAS Software (collectively, "**Feedback**"). To the extent Customer or any End User provides any Feedback, Customer, on behalf of itself and its End Users, hereby assigns to Provider all right, title and interest therein and thereto, including all associated Intellectual Property Rights.

7. DATA.

7.1 Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all information, data and other content provided to Provider by or on behalf of Customer or its End Users through the SAAS Software (collectively, the "**Customer Data**"). Customer grants Provider the right to host, use, process, display and transmit Customer Data to provide the SAAS Software pursuant to and in accordance with these Free Trial Terms and the applicable Purchase Order. Customer (a) has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and (b) represents and warrants that it has obtained all rights related to Customer Data required by Provider to provide the SAAS Software.

7.2 Data Security. In the provision of the SAAS Software, Provider shall implement and maintain industry-standard administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, or loss.

7.3 De-Identified Data. Customer grants to Provider a non-exclusive, perpetual, royalty-free, assignable, transferrable, sublicensable license to reproduce, distribute, display, create derivative works of, and otherwise exploit the Customer Data solely for the purposes of providing the SAAS Software to Customer and creating the De-Identified Data. Provider and its licensors may use the De-Identified Data for any lawful purposes, including for the purposes of improving and further developing the SAAS Software. "**De-Identified Data**" means all data derived by Provider through processing or analyzing the Customer Data and otherwise through the operation

of the SAAS Software, provided that the De-Identified Data will not be in a form that could be used to identify Customer or its End Users.

7.4 Privacy Policy. Personal information collected during the Free Trial is handled in accordance with Provider's Private Policy, available at <https://www.vemadata.com/private-policy>

8. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING FROM OR RELATING TO THE FREE TRIAL TERMS, EVEN IF THAT PARTY KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR (A) CUSTOMER'S PAYMENT OBLIGATIONS; (B) ANY MISUSE OF PROVIDER'S INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER; (C) EACH PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8; AND (D) BREACHES OF ANY CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10 BY EITHER PARTY, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING FROM OR RELATING TO THESE FREE TRIAL TERMS WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. CONFIDENTIALITY.

9.1 Defined. "**Confidential Information**" means all non-public confidential or proprietary information and materials of any nature of or relating to a party which the other party receives or otherwise becomes aware of in connection with the Free Trial Terms. The Confidential Information of Provider includes the non-public elements of the SAAS Software. The Confidential Information of Customer includes Customer Data. The parties will endeavor to conspicuously mark all such information as confidential if in tangible form (or identify it as such if disclosed orally or in other intangible form), but information need not be marked or identified as confidential to be deemed Confidential Information under the Free Trial Terms if, under the circumstances of disclosure, such information is, or ought to be, reasonably understood to be confidential.

9.2 Confidentiality Obligations. Each party shall (a) observe complete confidentiality with respect to the disclosing party's Confidential Information and (b) not use or disclose, or permit to be used or disclosed, the disclosing party's Confidential Information for any purpose other than as contemplated in the Free Trial Terms. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to, as applicable, those of its employees and any subcontractors who have a need to know such information to assist the receiving party or act on its behalf pursuant to the Free Trial Terms and who prior to receiving access thereto have signed binding agreements containing confidentiality obligations that are at least as protective of the disclosing party's Confidential Information as those set forth in the Free Trial Terms. Without limiting the generality of the foregoing, each party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care. The obligations of confidence in this Section 10.2 shall not apply to Confidential Information which (i) is known by the receiving party before receipt from the disclosing party, and not impressed already with an obligation of confidentiality to the disclosing party; (ii) is or becomes publicly known without the fault of the receiving party; (iii) is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; or (iv) the receiving party can establish by reasonable proof was substantially and independently developed by the receiving Party or representatives thereof who had no knowledge of such Confidential Information.

9.3 Permitted Disclosures. The receiving party may disclose the disclosing party's Confidential Information (a) to the extent required by law or court order, or the requirement of a governmental authority; provided that the receiving party must provide prompt written notice, if allowed by law, and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict the nature and scope of such disclosure; (b) in privileged communications to such party's agents, attorneys, auditors, insurers and other representatives and only subject to confidentiality obligations at least as protective as those set forth in the Free Trial Terms and (c) in connection with a dispute or proceeding between the parties in accordance with the approval and at the

direction of the mediator or arbitrator conducting such proceeding.

10. MISCELLANEOUS.

10.1 Force Majeure. Provider shall not be held liable or responsible to Customer nor be deemed to have defaulted under or breached these Free Trial Terms for failure or delay in fulfilling or performing any term of these Free Trial Terms when such failure or delay is caused by or results from causes beyond the reasonable control of Provider including, but not limited to, failure, interruption, or outage of any communication facility, web host, or internet service provider; malicious code, tools, or devices designed to disable or disrupt systems, infrastructure, and operations; earthquakes, fire, floods, and other acts of God; embargoes, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances; acts of war or terrorism; epidemics, pandemics, or other public health events; and omissions or delays in acting by any governmental authority or the other party ("**Force Majeure Event**"). Provider shall notify Customer of such Force Majeure Event as soon as reasonably practical. Provider will use commercially reasonable efforts to restore service. If a Force Majeure Event continues for more than sixty (60) consecutive days, then either party may terminate these Free Trial Terms upon written notice to the other party within thirty (30) days after the expiration of the preceding sixty (60) day period.

10.2 Governing Law. These Free Trial Terms will be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflict of laws principles that would require the application of the laws of a different jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of or relating to these Free Trial Terms must be brought solely and exclusively in state and federal courts located in Delaware. The provisions of the United Nations Convention on the International Sale of Goods do not apply to these Free Trial Terms.

10.3 Assignment. Customer may not assign the Free Trial Terms or its respective rights and duties under the Free Trial Terms, without Provider's prior written consent. Any purported assignment in violation of the foregoing will be null and void.

10.4 Independent Parties. The parties are and will act at all times as independent contractors, and nothing contained in the Free Trial Terms will be construed or implied to create an agency, association,

partnership or joint venture between the parties or to obligate either party to deal with the other on an exclusive basis.

10.5 No Third-Party Beneficiaries. Nothing in the Free Trial Terms is intended to, nor will it, create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.

10.6 Waiver; Severability. No waivers will be effective unless in writing and signed by both parties. A party's consent to, or waiver of, enforcement of the Free Trial Terms on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. If a court of competent jurisdiction adjudges any provision of the Free Trial Terms to be illegal, invalid or unenforceable, or if any provision becomes illegal, invalid or unenforceable, the remaining provisions of the Free Trial Terms, if capable of substantial performance, will continue in full force and effect without being impaired or invalidated in any way. The parties agree to reform and replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision that most closely approximates the intent and economic effect of the illegal, invalid or unenforceable provision.

10.7 Publicity. Customer shall not issue or release any publicity or marketing materials relating to the Free Trial Terms or use Provider's name or trademarks without the prior written consent of Provider. Provider may include Customer's name in its list of current and former Customers in promotional and marketing materials.

10.8 Notice. If one party is required or permitted to give notice to the other, such notice will be deemed given when delivery confirmation is received and such notice is delivered by United States certified mail, e-

mail, or a nationally or internationally recognized overnight courier service to the other party's at the address set forth in the Purchase Order. A party may specify new contacts or a new address by providing notice to the other party in accordance with this Section 11.9. Notwithstanding the foregoing, notices of an administrative nature, such as invoice approvals and electronic invoices, may also be communicated via confirmed email and will be deemed given upon acknowledgement of receipt by the recipient.

10.9 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to SAAS Software. Customer and Provider each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from SAAS Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

10.10 Foreign Corrupt Practices Act. Each party represents and warrants that (a) in connection with these Free Trial Terms, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any government or any agency or instrumentality thereof and (b) it will comply in all respects with the Foreign Corrupt Practices Act, UK Bribery Act 2010, or any similar applicable laws.

10.11 Survival. All provisions that by their nature should survive termination of these Free Trial Terms shall survive, including but not limited to Sections 6 (Intellectual Property), 7 (Data), 8 (Limitation of Liability), and 9 (Confidentiality).