TERMS AND CONDITIONS

OF

SOFTWARE AS A SERVICE AGREEMENT

Last Updated: v.2026.09

In consideration of the mutual covenants, terms, and conditions set forth herein and on the Order Form, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of a majority of the voting interests of such entity.

(b) "**Aggregated Statistics**" means data and information related to Customer's use of the Services and Customer Data that is used by Provider in an aggregate and anonymized manner, including to compile statistical, benchmarking and performance information related to the provision and operation of the Services. Aggregated Statistics are combined with similar data from other customers or sources such that the original Customer Data cannot be reconstructed

(c) "**AI Customer Input**" means any data, content, prompts, instructions, or other information submitted by or on behalf of Customer to the AI Features of the Platform.

(d) "**AI Customer Output**" means any data, content, or other information generated by the AI Features of Services in response to AI Customer Input.

(e) "**AI Features**" means any features of the Services that incorporate artificial intelligence, machine learning, or similar technologies, including but not limited to automated quality scoring, intent classification, sentiment analysis, summarization, and insights and signals generation.

(f) "**Authorized User**" means Customer's and its Affiliates' employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(g) "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer, its Affiliate, or an Authorized User through the Services, but excludes Aggregated Statistics. Customer Data includes audio recordings.

(h) "**Documentation**" means Provider's end user documentation relating to the Services.

(i) "**Interaction**" means a single Transcript and its associated metadata comprising the exchange of Turns between two or more Participants. An Interaction contains a maximum of 100 Turns. Where a continuous exchange between Participants exceeds 100 Turns, each successive block of up to 100 Turns constitutes a separate Interaction for billing purposes.

(j) "**Participant**" means any distinct party contributing to an Interaction, whether directly or through input processed by the Platform. Participants may include, but are not limited to, human users, automated systems, or AI-powered agents. Each Participant is identified within a Transcript by a unique participant identified assigned by the Platform.

(k) "**Provider IP**" means the Services, the Documentation, and any and all intellectual

property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(l) "**Sensitive Personal Information**" means any Customer Data or other data classified as sensitive, special category, or requiring enhanced protection under applicable data protection laws, including but not limited to: Social Security numbers, financial account numbers, health information, biometric data, and precise geolocation data.

(m) "**Services**" means the software-as-a-service offering and any related implementation, optimization, or support services described in the applicable Order Form.

(n) "**Supported Input Types**" means audio recordings, chat/messaging conversations, CRM records, and e-mail.

(o) "**Transcript**" means the text representation of an Interaction, generated by the Platform's transcription or conversion of Supported Input Types into written form. A Transcript is composed of sequential Turns.

(p) "**Turn**" means a discrete unit of text attributed to a single Participant within an Interaction. A new Turn is created when (a) a different Participant contributes text, or (b) a single Participant's continuous text contribution exceeds 1,000 characters, in which case the text is segmented into multiple Turns.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's or its Affiliate's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Customer shall be responsible for its Authorized Users use of the Platform and any Services. Customer's access is subject to fair and reasonable use. Automated access via APIs, bots, or scripts that materially exceeds normal business usage patterns may result in access being reduced or restricted, or additional charges as agreed upon by the Parties.

(b) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vi) access or use the Services, Documentation, or AI Customer Output for the development, provision, or training of a competing software service, product, or artificial intelligence model. Notwithstanding the foregoing, Customer may conduct internal comparative evaluations and benchmarking of the Services against other products, provided that Customer shall not publicly disclose or publish the results of any such evaluation without Provider's prior written consent.

(c) Sensitive Personal Data Restriction. Customer is solely responsible for ensuring Customer Data complies with applicable data protection and other laws, and Customer shall take reasonable precautions to prevent or limit the Sensitive Personal Information shared with Provider. Customer acknowledges that certain Customer Data, particularly audio recordings, may contain Sensitive Personal Information that Customer cannot prevent at the point of collection. Customer represents and warrants that it has obtained all consents and provided all notices required by applicable law to record, transmit, process, and analyze the interactions comprising Customer Data, including under wiretapping, eavesdropping, two-party or all-party consent, biometric privacy, and employee or applicant monitoring and automated-decision disclosure laws. If Customer requires Provider to perform data redaction services, the Parties shall execute a Data Redaction Addendum specifying scope, obligations, and fees.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) 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 Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Updates to Services. Provider may update, modify, or enhance the Services from time to time, provided that such changes do not materially diminish the core functionality of the Services as described in the Order Form. Provider will use commercially reasonable efforts to notify Customer of material changes in advance.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer, Customer Data, or Customer's Confidential Information.

(h) Audit. No more than once per 12 month period, Provider may: (i) upon 10 days' written notice, request Customer to certify in writing that its use of the Services complies with this Agreement, and Customer shall provide such certification with such period; and (ii) upon 30 days' written notice,

audit Customer's use of the Services at Provider's expense; provided that if such audit reveals underpayment or usage exceeding reported volumes by more than 5% for the audited period, Customer shall reimburse Provider's reasonable audit costs and promptly pay any underpaid amounts plus interest at 1.0% per month (or, if lower, the highest rate permitted under applicable law).

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b) Security. Provider's current security practices, certifications (if any), and subprocessor information are available at spearfish.ai/legal. Provider shall maintain this page and update it as its security posture evolves. Upon Customer's reasonable request, the Parties shall negotiate in good faith and execute a Data Processing Addendum. In the event Provider becomes aware of a confirmed unauthorized access to, acquisition of, disclosure of, or use of Customer Data in Provider's possession or control that compromises the security, confidentiality, or integrity of such Customer Data (a "Security Incident"), Provider shall notify Customer without undue delay, and in any event within seventy-two (72) hours after confirming the Security Incident, and shall provide such information about the Security Incident as is reasonably available to Provider at that time, with updates as material new information becomes available.

(c) Support. Provider will provide reasonable technical support for the Services during Provider's normal business hours. Support may be provided via email, documentation, or other channels determined by Provider. Provider may update its support offerings from time to time..

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the date that is 30 days from Customer's receipt of Provider's invoice, unless the Order Form lists a different due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all out-of-pocket costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more (other than a limited in Section 5(b) below), Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Monthly Fees are non-refundable once a billing period has commenced, except as expressly provided in this Agreement for service credits or material breach.

(b) Fee Disputes. If Customer disputes any charge on an invoice in good faith, Customer shall pay all undisputed amounts when due and deliver written notice to Provider describing the basis of the dispute and the amount withheld, on or before the invoice due date. The Parties shall work in good faith to resolve the dispute within 60 days. Provider shall not suspend Services or charge late fees on

disputed amounts during such resolution period, provided Customer has paid all other undisputed amounts. If the dispute is not resolved within 60 days, either Party may pursue remedies available under this Agreement.

(c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(d) Volume Limits, Auto-Upgrade, and Batch Suspension. Customer's use of the Services is subject to the Monthly Volume Target set forth on the applicable Order Form. Provider grants a fair-use grace period allowing Customer to exceed the Monthly Volume Target by up to ten percent (10%) in a single billing month without additional charge.

Auto-Upgrade: If Customer's actual Interactions exceed the Monthly Volume Target by more than ten percent (10%) in any single month, or exceed the base Monthly Volume Target for two (2) consecutive billing months, Provider will automatically upgrade Customer's Monthly Volume Target to match the highest actual volume reached. The Monthly Platform Fee will be increased on a mathematically pro-rata basis corresponding to the new Monthly Volume Target, effective on the following billing cycle for the remainder of the Term. The Monthly Volume Target as increased under this Section 5(d) applies only for the remainder of the then-current Term; at each renewal, the Monthly Volume Target will reset to the level set forth in the applicable Order Form unless the Parties agree in writing to a different Monthly Volume Target for the renewal Term.

Batch Suspension and Queuing: Customer acknowledges that the Services operate primarily on a batch-processing basis. To protect platform stability and infrastructure costs, if Customer's Interaction volume exceeds one hundred and ten percent (110%) of their current Monthly Volume Target in any single billing month, Provider will notify Customer, and the Parties will promptly discuss in good faith an appropriate Monthly Volume Target or other resolution; if the Parties are unable to agree within five (5) business days of such notice, Provider may pause or suspend the processing of any additional Interactions for the remainder of that month. Such a pause only affects the processing timeline and does not result in data rejection or data loss; all unprocessed Interactions will be securely queued. Provider may retroactively process queued Interactions upon the commencement of the next billing cycle under the upgraded tier, or upon mutual agreement of the Parties.

(e) Annual Minimum Commitment. If an Annual Minimum Commitment is specified on the applicable Order Form, Customer agrees to utilize Services generating Fees equal to or greater than such commitment during the applicable 12-month period. If, at the end of such period, or upon earlier termination of this Agreement, the total Fees incurred are less than the Annual Minimum Commitment, Provider will invoice Customer for the shortfall.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, agents, and advisors who have a need to know the Confidential Information for the receiving Party to exercise

its rights or perform its obligations hereunder and who are bound by written confidentiality obligations at least as protective as those set forth herein. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective

as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP. All work product, tools, integrations, and intellectual property created by Provider in connection with Professional Services or implementation shall remain Provider IP, unless otherwise specified in writing on the applicable Order Form.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer grants to Provider a non-exclusive, royalty-free, worldwide right and license to use, copy, transmit, modify, and create derivative works of Customer Data solely as necessary for Provider to provide and support the Services to Customer under this Agreement, to compile Aggregated Statistics as described in Section 2(g), and to improve the Services as described in Section 7(c), which right and license Provider may sublicense to its subcontractors and subprocessors solely for that purpose.

(c) AI Training and Related Use. Provider shall not use Customer Data to (i) train, retrain, fine-tune, or improve any artificial intelligence or machine learning model that is used to provide services to other customers; (ii) develop or enhance any generalized or cross-customer artificial intelligence/machine learning capabilities; or (iii) provide insights, benchmarks, or learnings derived from Customer Data to other customers in any form that could be attributable to Customer. Provider uses third-party AI/LLM services (such as OpenAI and Anthropic) to deliver certain AI Features. Provider shall configure its use of such third-party services such that Customer Data is not used to train or improve such third parties' foundation models. Provider may use insights from Customer's use of the Services to improve prompting strategies, data processing workflows, and service delivery. Such improvements do not involve injecting Customer intellectual property or Customer Data into models, and are consistent with standard software product development practices. If Provider offers Customer-specific model training or fine-tuning in the future, such services shall be offered only under a separate written agreement specifying scope, data use, and restrictions.

(d) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby grants to Provider a royalty-free, worldwide, sublicensable, irrevocable,

perpetual license to use, incorporate into the Provider IP, and otherwise exploit, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Marketing and Reference. Provider may identify Customer as a user of the Services and use Customer's name and logo on Provider's website and in standard promotional materials. Customer hereby grants Provider a non-exclusive, royalty-free license to use Customer's name and logo for such purposes, provided that such use complies with any trademark usage guidelines provided by Customer. Customer may revoke this license at any time upon thirty (30) days' prior written notice to Provider.

9. Limited Warranty and Warranty Disclaimer

(a) Provider warrants that the Services will conform in all material respects to the Documentation. Provider further warrants that the Services have been tested for viruses, worms, time bombs, Trojan horses, and other similar harmful or malicious code prior to release. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**. In the event of a breach of the limited warranty set forth in this Section 8(a), Provider shall, at its option and expense: (i) repair or otherwise correct the non-conforming Services; (ii) replace the non-conforming portion of the Services; or (iii) if Provider determines in its reasonable judgment that neither (i) nor (ii) is commercially practicable, terminate the affected Services and issue Customer a pro-rated refund of the Fees paid by Customer for the non-conforming portion of the Services for the period during which such Services were non-conforming. The foregoing remedies are Customer's sole and exclusive remedies and Provider's sole liability and obligation under the limited warranty set forth in this Section 8(a).

(b) The Services, including the AI Features, utilize artificial intelligence, machine learning, and analytical technologies that may produce varying outputs from the same or similar inputs. While Provider designs its systems to minimize inaccuracies, Provider cannot guarantee their elimination. Customer acknowledges that: (i) outputs generated by the AI Features, including insights, coaching recommendations, and automated scoring, may contain errors, inaccuracies, or incomplete information; (ii) the quality and accuracy of such outputs depend substantially on factors outside Provider's control, including the accuracy and completeness of Customer Data and the quality of third-party data sources; (iii) outputs of the Services are provided as decision-support tools only, are not a substitute for professional advice, and do not constitute legal, compliance, regulatory, human resources, or other professional advice; (iv) Customer is responsible for independently reviewing and validating any actions taken based on outputs of the Services, and acknowledges it is responsible for its own compliance with applicable laws, including any laws governing automated decision-making or algorithmic discrimination; and (v) Customer shall not use outputs of the Services relating to an individual as the sole basis for any decision that has a legal or material employment-related effect on such individual, including but not limited to hiring, termination, promotion, or disciplinary action, without independent human review. Provider shall have no liability for any Losses arising from Customer's reliance on, or actions taken based on, the AI Features, scoring, or insights generated by the Services.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER IP AND ANY AI CUSTOMER OUTPUT IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND (WITH RESPECT TO AI CUSTOMER OUTPUT) NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY AI CUSTOMER OUTPUT OR THE USE THEREOF,

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.

(d) Beta/Trial Services. To the extent the Order Form designates Services are "Beta" or "Trial" Services, the following terms shall apply. Any beta, pilot, trial, or proof-of-concept services ("**Beta Services**") are provided "as-is" without warranty of any kind. Notwithstanding anything in this Agreement to the contrary, Provider shall have no liability arising out of or in connection with Beta Services. Customer's use of Beta Services is at Customer's sole risk. Beta Services may be discontinued at any time without notice.

10. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer and its Affiliates from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("**Losses**") incurred by Customer or its Affiliates resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. In the event of such termination, Provider shall refund to Customer a pro-rated portion of any prepaid, unused fees covering the remainder of the then-current Term for the terminated Services.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data or AI Customer Input; (D) AI Customer Output; (E) any use of the Services not expressly permitted under this Agreement or the Documentation; (F) Customer's failure to implement updates or upgrades to the Services made available by Provider, if the Claim would have been avoided had such update or upgrade been implemented; or (G) any Trial or Beta Services.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, AI Customer Input, or any use of the same in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, or that such Customer Data, AI Customer Input, or use of the same was collected, obtained, or provided to Provider in violation of applicable law or without all rights, consents, or notices required for Provider's collection, use, or processing of the same and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services or AI Customer Output in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv)

modifications to the Services not made by Provider; or (v) Customer's or any Authorized User's failure to obtain any consent, or provide any notice, required by applicable law (including wiretapping, eavesdropping, two-party or all-party consent, biometric privacy, or employee or applicant monitoring and disclosure laws) to record, transmit, process, or analyze the interactions comprising Customer Data, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability. EXCEPT FOR A BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR THE EXCLUDED CLAIMS SET FORTH BELOW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING CAP WILL NOT APPLY TO (THE "EXCLUDED CLAIMS"): (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (iii) A PARTY'S WILLFUL MISCONDUCT, FRAUD, OR FRAUDULENT MISREPRESENTATION.

12. Term and Termination.

(a) Term. The term of this Agreement (the "**Term**") begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue for a period of one (1) year (unless a different initial Term is listed on the Order Form), at which point this Agreement shall automatically renew for consecutive periods of one (1) year unless either Party gives the other Party written notice of non-renewal at least 45 days prior to the date of the upcoming renewal date. Provider reserves the right to increase the Monthly Platform Fee and applicable volume rates by the greater of five percent (5%) or the increase in the U.S. Consumer Price Index (All Urban Consumers) over the prior twelve (12) months for any renewal Term, automatically and without further notice to Customer, effective as of the first day of such renewal Term. Provider may increase the Monthly Platform Fee or applicable volume rates for a renewal Term by more than the foregoing amount only by providing written notice of such increase to Customer at least forty-five (45) days prior to the expiration of the then-current Term. If Provider gives such notice, Customer may give written notice of non-renewal at any time up to thirty (30) days prior to the expiration of the then-current Term, notwithstanding the forty-five (45) day non-renewal notice period set forth above. Notwithstanding the foregoing, any Services designated as Pilot or Trial Services on the applicable Order Form shall not automatically renew into Production Services; transitioning from Pilot or Trial Services to Production Services requires the mutual execution of a new or amended Order Form. In the event of any conflict or inconsistency between the commercial terms set forth in this Section 11 and the commercial terms

set forth in the applicable Order Form, the Order Form shall control. Notwithstanding any notice period stated in this Section 11(a), where applicable law requires additional or different notice in connection with the automatic renewal of this Agreement or any fee increase, Provider will provide notice in accordance with such law.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 15 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. Notwithstanding the foregoing, if Customer terminates this Agreement for Provider's uncured material breach, Provider shall refund to Customer a pro-rated portion of any prepaid, unused fees covering the remainder of the then-current Term. Upon expiration or termination, Provider shall make Customer Data available for export for a period of 30 days following the effective date of termination. After such period, Provider shall delete or render inaccessible all remaining Customer Data in its possession or control, in accordance with Provider's data retention and deletion policies and applicable law, except for copies retained for legal, regulatory, audit, or routine backup purposes, which shall remain subject to Provider's confidentiality obligations under this Agreement.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the

following order of precedence governs: (i) first, this Agreement and the Order Form, excluding its Exhibits; provided, however, that in the event of any conflict or inconsistency between the commercial terms set forth in the body of this Agreement and the commercial terms set forth in the Order Form, the Order Form shall control as set forth in Section 11; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference. For the avoidance of doubt, any preprinted, online, or standard terms and conditions contained in a Customer purchase order, procurement portal, or similar document shall have no force or effect, even if referenced in or attached to an Order Form.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, global or regional pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, disruptions or changes to third-party services (including AI/LLM providers) upon which the Services depend, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the County of Franklin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. No claim, regardless of form, arising out of or relating to this Agreement may be

brought by either Party more than twelve (12) months after the cause of action accrued.

(g) Assignment. Neither Party may assign this Agreement or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Agreement without the other Party's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, except that Customer may not assign this Agreement to a direct competitor of Provider without Provider's prior written consent. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. If, following an assignment permitted under this Section, the assignee's use of the Services materially exceeds the volume or scope contemplated by the applicable Order Form, Provider may equitably adjust the Fees or, at its option, terminate the affected Order Form on written notice to the assignee.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[END OF TERMS AND CONDITIONS]

EXHIBIT A

SERVICE LEVELS

Definitions

"Available" means Provider's ingestion endpoints, APIs, processing engines, and dashboards are operational and able to accept, process, and display Customer Data.

"Availability Percentage" means: (Total minutes in measurement period minus Downtime minutes) divided by Total minutes in measurement period, multiplied by 100.

"Downtime" means the Services are not Available. Downtime excludes: (a) scheduled maintenance; (b) failures of Customer's systems, internet connectivity, or third-party data sources; and (c) outages caused by Customer's acts or omissions.

Service Level Terms

Availability Target: Provider will use commercially reasonable efforts to maintain 99.5% Availability during each calendar month. Failure to achieve the Availability target shall result in Provider applying a credit to the next month's Platform fee as set forth in the table below.

Status Page: Provider maintains a status page at status.spearfish.ai as the system of record for availability, incidents, and maintenance notifications. Customer is responsible for subscribing to notifications. Provider is not obligated to generate or deliver separate SLA reports.

Backups: Customer is responsible for maintaining backups of Customer Data. Provider is not liable for loss of Customer Data except as expressly provided in the Agreement.

Maintenance: Provider may perform scheduled maintenance with 4 hours advance notice on status page. Emergency maintenance may be performed without advance notice.

Batch Processing Acknowledgment: Customer acknowledges that the Services operate primarily on a batch-processing basis. Service levels apply to the Platform availability and do not guarantee the timeliness or availability of data from Customer's third-party integrations.

Service Credit Table

Monthly Availability	Credit (% of Monthly Platform Fees)
>= 99.5%	No credit
99.0% - 99.49%	5%
98.0% - 98.99%	10%
95.0% - 97.99%	15%
< 95.0%	20%

Maximum total credits in any calendar month: 25% of monthly Platform fees for that month. Service credits are Customer's sole and exclusive remedy for failure to meet Availability target.