

# VAiyu Master Services Agreement

Effective Date: October 15, 2025

## Parties & Scope

This Master Services Agreement (“Agreement”) governs the provision and use of VAiyu’s Services by the customer identified in an Order Form (“Customer”). The Agreement is effective as of the date specified on the applicable Order Form.

## Orders & Subscription Term

Customer will purchase subscriptions via Order Forms specifying the Services, term, and fees. Unless otherwise stated, subscriptions auto-renew for successive terms at then-current rates, subject to any price cap set forth in the Order Form.

## Customer Responsibilities

- Maintain the security of Customer accounts and credentials.
- Ensure content entered into the Services does not violate law or third-party rights.
- Promptly notify VAiyu of any unauthorized use or breach.

## VAiyu Responsibilities

VAiyu will provide the Services with reasonable skill and care; implement commercially reasonable security measures; and provide support consistent with the Service Level Agreement (SLA).

## Fees & Payment

Fees are invoiced as stated on the Order Form and are payable in the currency indicated, net of taxes. Late amounts may accrue interest at the lower of 1.5% per month or the maximum permitted by law.

## Intellectual Property

VAiyu retains all rights, title, and interest in and to the Services and related IP. Customer retains all rights in Customer Data. Subject to this Agreement, Customer grants VAiyu a limited license to process Customer Data for the purpose of providing the Services.

## Confidentiality

Each party agrees to protect the other party's non-public information with the same degree of care it uses to protect its own, and not less than a reasonable degree of care.

## **Warranties & Disclaimers**

THE SERVICES ARE PROVIDED "AS IS" EXCEPT AS EXPRESSLY STATED. VAiyu disclaims all other warranties to the fullest extent permitted by law.

## **Limitation of Liability**

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR FOR WILLFUL MISCONDUCT, EACH PARTY'S AGGREGATE LIABILITY IS LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE 12 MONTHS PRECEDING THE CLAIM.

## **Term & Termination**

Either party may terminate for material breach not cured within thirty (30) days of notice. Upon termination, Customer will cease use of the Services and pay any outstanding amounts.

## **Governing Law**

Governing law and venue are set forth on the Order Form. The parties agree to the exclusive jurisdiction of the specified courts.