

SaaS SERVICES AGREEMENT

SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of February 1, 2026, by and between DataStream Analytics Inc., a Delaware corporation with principal offices at 800 Technology Parkway, Austin, TX 78701 ("Provider"), and GlobalRetail Corp., a New York corporation ("Client").

RECITALS

Provider offers a cloud-based business intelligence and analytics platform ("Platform"), and Client desires to subscribe to the Platform subject to the terms and conditions set forth herein.

1. DEFINITIONS

- 1.1 "Authorized Users" means Client's employees, contractors, and agents who are authorized to access and use the Platform under this Agreement.
- 1.2 "Client Data" means all data, information, and content uploaded, submitted, or generated by Client or its Authorized Users through the Platform.
- 1.3 "Documentation" means the user guides, technical manuals, and online help resources provided by Provider for the Platform.
- 1.4 "Service Level Agreement" or "SLA" means the service availability and performance guarantees set forth in Exhibit A.
- 1.5 "Subscription Term" means the period during which Client has access to the Platform as specified in the Order Form.

2. SUBSCRIPTION AND ACCESS

- 2.1 Grant of License: Subject to the terms of this Agreement, Provider grants Client a non-exclusive, non-transferable, limited right to access and use the Platform during the Subscription Term for Client's internal business purposes.
- 2.2 Authorized Users: Client may designate up to 250 Authorized Users during the Initial Term. Additional users may be added at \$50 per user per month, prorated for the remaining Subscription Term.
- 2.3 Usage Limits: The subscription includes: (a) up to 500 GB of data storage, (b) unlimited dashboard creation, (c) 10,000 API calls per day, (d) real-time data processing up to 100 concurrent streams, and (e) automated report generation (up to 500 reports per month).
- 2.4 Platform Availability: Provider shall make the Platform available 99.9% of the time during each calendar month, excluding scheduled maintenance windows (Saturdays 2:00 AM - 6:00 AM ET).

3. FEES AND PAYMENT

- 3.1 Subscription Fees: Client shall pay an annual subscription fee of \$180,000, payable in equal monthly installments of \$15,000.
- 3.2 Implementation Fees: A one-time implementation and onboarding fee of \$35,000 shall be due upon execution of this Agreement, covering data migration, custom dashboard configuration, API integration setup,

and training for up to 20 users.

3.3 Overage Charges: Usage exceeding the limits set forth in Section 2.3 shall be billed at the following rates:

(a) Additional storage: \$0.15 per GB per month, (b) Additional API calls: \$0.005 per call, (c) Additional report generation: \$2 per report.

3.4 Annual Increase: Subscription fees shall increase by no more than 5% per year upon renewal.

3.5 Payment Terms: All invoices are due within thirty (30) days of invoice date. Late payments shall incur interest at 1.5% per month. Provider may suspend access if payment is more than fifteen (15) days overdue after written notice.

4. DATA OWNERSHIP AND PRIVACY

4.1 Client Data Ownership: Client retains all right, title, and interest in and to Client Data. Provider acquires no ownership rights in Client Data.

4.2 Data Processing: Provider shall process Client Data solely for the purpose of providing the Platform services and as directed by Client. Provider shall not use Client Data for any other purpose, including advertising, analytics for third parties, or training machine learning models.

4.3 Data Privacy Compliance: Provider shall comply with all applicable data protection laws, including GDPR, CCPA, and any other applicable privacy regulations. Provider shall maintain appropriate technical and organizational measures to protect Client Data.

4.4 Data Location: Client Data shall be stored and processed exclusively within the United States and the European Union, unless otherwise agreed in writing.

4.5 Data Portability: Upon request, Provider shall export Client Data in industry-standard formats (CSV, JSON, Parquet) within five (5) business days.

4.6 Data Retention and Deletion: Upon termination of this Agreement, Provider shall retain Client Data for a period of ninety (90) days, during which Client may request export. After ninety (90) days, Provider shall permanently delete all Client Data and certify such deletion in writing.

4.7 Sub-Processors: Provider shall maintain a list of sub-processors and notify Client at least thirty (30) days before engaging any new sub-processor. Client may object to any new sub-processor on reasonable grounds.

5. SECURITY

5.1 Security Standards: Provider shall maintain information security practices consistent with SOC 2 Type II certification, ISO 27001, and NIST Cybersecurity Framework.

5.2 Encryption: All Client Data shall be encrypted at rest (AES-256) and in transit (TLS 1.3).

5.3 Access Controls: Provider shall implement role-based access controls, multi-factor authentication, and detailed audit logging for all access to Client Data.

5.4 Security Audits: Client may conduct or commission a security audit of Provider's systems and practices once per calendar year, upon thirty (30) days' written notice, at Client's expense.

5.5 Breach Notification: In the event of a security breach affecting Client Data, Provider shall: (a) notify Client within twenty-four (24) hours of discovery, (b) provide a detailed incident report within seventy-two (72) hours, (c) cooperate fully with Client's investigation, and (d) take all reasonable steps to mitigate the breach and prevent recurrence.

5.6 Vulnerability Management: Provider shall maintain a vulnerability management program including regular penetration testing (at least quarterly) and timely patching of known vulnerabilities (critical vulnerabilities within 48 hours).

6. SERVICE LEVELS AND SUPPORT

6.1 Uptime Guarantee: Provider guarantees 99.9% uptime availability per calendar month.

6.2 SLA Credits: If uptime falls below the guaranteed level, Client shall receive service credits as follows:

99.0% - 99.9%: 10% credit of monthly fees

95.0% - 98.99%: 25% credit of monthly fees

Below 95.0%: 50% credit of monthly fees

6.3 Maximum Credits: Total SLA credits shall not exceed 50% of monthly fees in any given month.

6.4 Support Tiers:

Standard Support: Email support with 24-hour response time, available Monday-Friday 8 AM-6 PM ET.

Priority Support (included): Phone and email support with 4-hour response time for critical issues, available 24/7.

Dedicated Account Manager: Assigned account manager with quarterly business reviews.

6.5 Maintenance: Scheduled maintenance windows shall be communicated at least five (5) business days in advance. Emergency maintenance may be performed without advance notice.

7. INTELLECTUAL PROPERTY

7.1 Provider IP: Provider retains all right, title, and interest in and to the Platform, including all software, algorithms, user interfaces, documentation, and related intellectual property.

7.2 Feedback: If Client provides suggestions, feedback, or ideas regarding the Platform, Provider may use such feedback without restriction or obligation to Client.

7.3 Client IP: Nothing in this Agreement grants Provider any rights to Client's trademarks, trade names, or other intellectual property.

8. WARRANTIES AND DISCLAIMERS

8.1 Provider Warranties: Provider warrants that: (a) the Platform will perform materially in accordance with the Documentation, (b) Provider has the right to enter into this Agreement, (c) the Platform will not infringe any third-party intellectual property rights, and (d) Provider will comply with all applicable laws.

8.2 Disclaimer: EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

9.2 PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9.3 The foregoing limitations shall not apply to: (a) Provider's indemnification obligations, (b) breaches of confidentiality or data privacy obligations, or (c) willful misconduct.

10. TERM AND TERMINATION

10.1 Initial Term: This Agreement shall have an initial term of thirty-six (36) months commencing on February 1, 2026.

10.2 Renewal: This Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

10.3 Termination for Cause: Either party may terminate this Agreement upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within thirty (30) days, or (b) becomes insolvent, files for bankruptcy, or ceases operations.

10.4 Termination for Convenience: Client may terminate this Agreement for convenience after the Initial Term upon sixty (60) days' written notice. Early termination during the Initial Term requires payment of 50% of remaining subscription fees.

10.5 Effect of Termination: Upon termination, Client's access to the Platform shall cease, and the provisions of Sections 4.6 (Data Retention), 5 (Security), 7 (IP), 8 (Warranties), 9 (Limitation of Liability), and 11 (Confidentiality) shall survive.

11. CONFIDENTIALITY

11.1 Both parties shall maintain the confidentiality of all non-public information received from the other party during the term of this Agreement.

11.2 Confidential Information shall not include information that: (a) is publicly available, (b) was known to the receiving party before disclosure, (c) is independently developed by the receiving party, or (d) is disclosed with the prior written consent of the disclosing party.

11.3 Confidentiality obligations shall survive termination for three (3) years.

12. INDEMNIFICATION

12.1 Provider Indemnification: Provider shall indemnify, defend, and hold harmless Client from any third-party claims arising from: (a) infringement of intellectual property rights by the Platform, (b) violation of applicable laws by Provider, or (c) breach of data privacy obligations.

12.2 Client Indemnification: Client shall indemnify Provider from third-party claims arising from: (a) Client's use of the Platform in violation of this Agreement, or (b) Client Data that infringes third-party rights.

13. MISCELLANEOUS

13.1 Governing Law: This Agreement shall be governed by the laws of the State of Texas.

13.2 Dispute Resolution: Disputes shall first be submitted to good faith mediation. If unresolved within sixty (60) days, disputes shall be submitted to binding arbitration in Austin, Texas.

13.3 Force Majeure: Neither party shall be liable for delays or failures due to circumstances beyond their reasonable control.

13.4 Entire Agreement: This Agreement, together with all exhibits and order forms, constitutes the entire agreement between the parties.

13.5 Notices: All notices shall be in writing and delivered to the addresses specified in the Order Form.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PROVIDER: DataStream Analytics Inc.

By: _____ Date: _____

Name: Michael Torres

Title: Chief Revenue Officer

CLIENT: GlobalRetail Corp.

By: _____ Date: _____

Name: Amanda Reynolds

Title: VP of Business Intelligence