

Software as a Service Agreement

This SOFTWARE-AS-A-SERVICE AGREEMENT (this “**Agreement**”) is made and entered into by and between Sedai Inc, a Delaware corporation (“**Provider**”) and _____, a _____ (“**Customer**”). The parties agree as follows:

1. **Definitions.** In addition to defined terms elsewhere in this Agreement, the following definitions will apply to this Agreement:

(a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

(b) “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services;

(c) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with” means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 50 % of the voting securities of a Person;

(d) “**Authorized Users**” means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) whose access to the Services has been purchased or otherwise permitted hereunder;

(e) “**Customer Data**” means information, data, materials and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services, including any personally identifiable information or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User;

(f) “**Customer Systems**” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services through which the Services will be accessed and used;

(g) “**Documentation**” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof;

(h) “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement;

(i) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world;

(j) “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction;

(k) “**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;

(l) “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity;

(m) “**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content; “**Processing**” and “**Processed**” have correlative meanings;

(n) “**Provider Materials**” means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data;

(o) “**Provider Systems**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

(p) “**Representatives**” means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

(q) “**Resultant Data**” means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(r) “**Services**” means the software-as-a-service offering with such specifications as set forth and described in **Exhibit A**.

(s) “**Specifications**” means any specifications for the Services set forth in **Exhibit B**.

(t) “**Third-Party Materials**” means materials and information, in any form or medium, of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.7) 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 internal use. Provider shall provide to Customer the Access Credentials within a reasonable time following the Effective Date. The total number of Authorized Users will be as set forth in the Schedule attached hereto as **Exhibit B**.

2.2 Documentation License. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.7) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and (b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Service Management. Each party shall designate in the Order set out in **Exhibit B**, a service manager within its organization to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement.

2.5 Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitiveness of Provider's services; (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing, changes to the Services, including a request by Customer to increase the number of Authorized Users, devices or add more locations. The parties shall evaluate and, if agreed, implement such requested changes as per mutually agreed terms. Any customizations to the Services that are not generally offered or provided to its customers by Provider ("**Customization**") may be provided at an additional charge to Customer to the extent mutually agreed. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.6 Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.7 Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any unlawful

activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.8 does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or, any information or materials that are unlawful, infringing, libelous, or otherwise objectionable, unlawful, tortious or injurious, or contain, transmit, or activate any Harmful Code; (f) damage, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof; (h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law; (h) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or (i) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under this Section 3.1.

3.2 Service Usage and Data Storage. Parties may agree and set forth designated levels of usage and data storage, if applicable, in **Exhibit B** (each a “**Service Allocation**”). Provider will notify Customer in writing if Customer's usage exceeds the applicable Service Allocation and Customer may increase its Service Allocation and corresponding Fee obligations on mutually agreed terms. Customer acknowledges that exceeding its then-current Service Allocation, if applicable, may result in service degradation for Customer and other Provider customers and agrees that: (a) Provider has no obligation to permit Customer to exceed its then-current Service Allocation; and (b) Customer is not entitled to any Service Level Credits for periods during which Customer exceeds its then current Service Allocation, regardless of whether the Services fail to meet the Availability Requirement during such period.

4. Customer Obligations. Customer shall at all times during the Term: (a) be responsible to maintain, and operate all Customer Systems in good repair and compatible with the Services; (b) provide Provider, including its designated employees, agents, or independent contractors, such access to Customer's premises and Customer Systems as is necessary for Provider to perform the Services in accordance with this Agreement; (c) If it becomes aware of any actual or threatened activity prohibited by Section 3.1, take all reasonable and lawful measures necessary to stop the activity or threatened activity and to mitigate its effects; and (d) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a “**Customer Failure**”).

5. Service Levels and Credits.

5.1 Service Support. The Services include Provider's standard customer support services including on call support as set forth in **Exhibit C** ("**Support Services**").

5.2 Service Levels. The Services will meet or exceed the minimum Service Availability set out in **Exhibit C** (Service Levels) excluding unavailability as a result of any of the Exceptions described below in this Section 5.1 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement which the Provider is unable to resolve within the resolution times set forth in **Exhibit C**. "**Service Availability**" means the Services being available for access and use by Customer and its Authorized Users over the Internet and operating without material functional errors or degradation. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Services will be considered unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User/access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer Failure; (c) Force Majeure Event; (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to this Agreement including the Customer's or its Authorized User's Internet connectivity; (e) Scheduled Downtime as provided in Exhibit C; or (f) suspension, or termination of the Services pursuant to Section 2.8.

5.3 Service Level Failures. In the event of a Service Level Failure, Provider may provide Customer, service level credit(s), as may be mutually agreed and set forth in **Exhibit C** ("**Service Credit**"), subject to the following: (a) Provider has no obligation to issue any Service Credit unless: (i) Customer reports the Service Failure to Provider immediately on becoming aware of it; and (ii) requests such Service Credit in writing within 5 business days of the Service Level Failure; and (b) in no event will a Service Level Credit for any month exceed the total Fees that would have been payable for that Month had there been no Service Level Failure. This Section 5.3 sets forth Provider's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

6. Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. The Provider Systems may perform routine data backups as set out in Provider's backup policy in effect from time to time (the "**Backup Policy**") a copy of which may be provided to Customer upon request. Provider will deliver to Customer, upon request, its then most current back-ups of Customer Data retained in accordance with the Backup Policy.

7. Security. Provider will employ security measures in accordance with Provider's data privacy and security policy as amended from time to time, a current copy of which may be made available to Customer, upon request. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing

by the Services and obtaining required rights and consents to use such Customer Data in connection with Customer's use of the Services.

8. Fees and Payment.

8.1 Fees. Customer shall pay Provider the fees set forth in **Exhibit B** (“Fees”) in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, 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.

8.3 Payment and Late Payment. Provider will invoice the Fees and any reimbursable expenses (if applicable) in accordance with Exhibit B and Customer shall pay all such invoices within the time period set forth in **Exhibit B**. Customer shall make all payments hereunder in US dollars by such payment method as Provider may specify in writing from time to time, and in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding except as agreed mutually by parties. If Customer fails to make any payment when due then, in addition to all other remedies that may be available: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 30 days following written notice thereof, Provider may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

8.4 Fee Increases. Provider may, at its discretion, review and increase Fees on a yearly basis, and FEES in **Exhibit B** will be deemed amended accordingly. Notwithstanding the foregoing, any yearly increase in Fees will not exceed, and will be limited to, an amount equivalent to twenty percent (20%) of the Fees in the immediately preceding year.

8.5 Audits. During the Term and for three years thereafter, Customer will keep current, complete, and accurate records regarding the use of the Services and Provider Material. Customer will certify that the Services and Provider Material are being used pursuant to the terms of the Agreement and that it has paid all amounts, including the Fees, required under this Agreement within five (5) business days of a written request from Provider, so long as no more than two requests are made each year. Customer will, upon reasonable prior notice from Provider, provide Provider reasonable access to Customer's premises, books, records and accounts so that Provider may verify Customer's compliance with this Agreement. If an audit reveals any reproduction, use, or distribution of the Services or Provider Material that is not compliant with this Agreement, Customer will promptly comply with this Agreement. If an audit reveals that Customer has failed properly to account for and pay any amounts due and payable to Provider hereunder (an “Underpayment”), Customer shall promptly pay such amounts, plus interest at the rate specified in Section 8.3. If the amount of any such Underpayment is five (5%) percent or greater, Customer will promptly reimburse Provider for its reasonable costs and expenses incurred in conducting the audit.

9. Confidentiality.

9.1 Definition of Confidential Information. Confidential information means all information disclosed by a party (“**Discloser**”) to the other party (“**Recipient**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“**Confidential Information**”). Without limiting the foregoing: all Provider Materials and the terms of this Agreement are the Confidential Information of Provider.

9.2 Protection of Confidential Information. The Recipient: (i) will not disclose the Confidential Information of the Discloser to any third party; (ii) will use the Confidential Information of the Discloser only as authorized under this Agreement; and (iii) will use the same degree of care to protect the Confidential Information of the Discloser that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. The Recipient will limit access to Confidential Information of Discloser to those of its Representatives who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Recipient can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Recipient; (b) was known by the recipient or in the Recipient’s possession prior to receipt of the Discloser’s Confidential Information as shown by the Recipient’s business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Discloser; (d) was independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information and provided that the Recipient can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Recipient from a source other than the Discloser without breach of this Agreement by the Recipient and otherwise not in violation of the Discloser’s rights.

9.3 Disclosure Required by Law. If Recipient is required to disclose Discloser’s Confidential Information pursuant to an order from a court of competent jurisdiction or applicable Law, Recipient shall provide prompt written notice to the Discloser so that the Discloser may seek a protective order or other remedy opposing such disclosure. In the event such a protective order is not obtained by the Discloser, the Recipient will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose.

9.4 Return. Upon the Discloser’s written request, the Recipient will promptly return or destroy, at the Discloser’s option, all tangible copies of the Discloser’s Confidential Information.

10. Intellectual Property Rights.

10.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data and Consent to Use. 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 Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted hereinafter. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Provider and its Subcontractors to enforce this Agreement and exercise Provider’s and its Subcontractors’ rights and perform Provider’s and its Subcontractors’ obligations hereunder.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its term; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

11.2 Additional Provider Representations, Warranties, and Covenants. Provider represents, warrants, and covenants to Customer that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

11.3 Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND SECTION 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED “AS IS.” PROVIDER SPECIFICALLY DISCLAIMS ALL 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 FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF 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, ERRORS OR BUGS FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11.5 Acknowledgements. The Customer acknowledges that the Services are designed to be compatible only with that software and those systems specified as compatible in this Agreement and/or the Documentation; and Provider does not warrant or represent that the Services will be compatible with any other software or systems. Subject to Section 12.1, the Customer acknowledges Provider does not warrant or represent that the Services or the use of the Services by the Customer will not give rise to any legal liability on the part of the Customer or any other Person.

12. Indemnification.

12.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors, and permitted assigns (each, a “**Customer Indemnatee**”) from and against any and all Losses incurred by Customer Indemnatee resulting from any Action and by a third party (other than an Affiliate of a Customer Indemnatee) that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with

this Agreement (including the Documentation) infringes or misappropriates such third party's valid US patents or copyrights. The foregoing obligation does not apply to the extent that the alleged infringement arises from: (a) Third-Party Materials or Customer Data; (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer's use in the Documentation; (b) modification of the Provider Materials other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification; (c) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; or (d) act, omission, or other matter described in Section 12.2, **Error! Bookmark not defined.****Error! Reference source not found.**, Section 12.2, or Section 12.2, whether or not the same results in any Action against or Losses by any Provider Indemnitee.

12.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement; (b) Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (c) negligence or willful misconduct by Customer, any Authorized User, or any third party on behalf of Customer in connection with this Agreement.

12.3 Indemnification Procedure. Each party's indemnification obligation under this Section 12 is subject to (i) receiving prompt written notice of the existence of an Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be; (ii) receiving reasonable cooperation at the expense of the indemnifying party ("**Indemnitor**" from the party seeking indemnification ("**Indemnitee**") in the defense of the claim (iii) Indemnitee granting the Indemnitor sole control of the defense and settlement of the claim provided the Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.

12.4 Mitigation. If the Services or the Provider Material hereunder become, or in Provider's opinion, are likely to become the subject of a claim for infringement or otherwise infringing of any third-party Intellectual Property Right, Provider may, at its option: (i) procure for Customer the right to continue to use the Services or Provider Material with all material functionality as contemplated by this Agreement; (ii) replace or modify the Services or Provider Materials, in whole or in part, to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or (iii) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Provider Materials, require Customer to immediately cease any use thereof and refund any Fees prepaid for such Services for the remainder of the term of the then-current Term.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND PROVIDER'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES, OTHER THAN AS SPECIFICALLY PROVIDED IN THIS AGREEMENT; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWICE THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to Provider's obligations under Section 12 or liability for Provider's gross negligence or willful misconduct.

14. Term and Termination.

14.1 Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the term end date provided in Exhibit B (the "**Term**"). The Term may be extended by the parties as mutually agreed in writing.

14.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement, Provider may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 30 days after Provider's delivery of written notice thereof. 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: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for 30 days after the non-breaching party provides the breaching party with written notice of such breach.

14.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Provider shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) within 30 days of termination, return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's

Confidential Information from all systems Provider directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section do not apply to any Resultant Data;

(c) Customer shall immediately cease all use of any Services or Provider Materials and (i) promptly return to Provider, or at Provider's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or Provider's Confidential Information; and (ii) permanently erase all Provider Materials and Provider's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to Provider in a signed written instrument that it has complied with the requirements of this Section 14.3(c);

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Recipient may retain the Discloser's Confidential Information; and (ii) Provider may retain Customer Data; (iii) Customer may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii) in its then current state and solely to the extent and for so long as required by applicable Law; (iv) Provider may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials retained as described in this Section 14.3(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) Provider may disable all Customer and Authorized User access to the Provider Materials;

(f) if Provider terminates this Agreement pursuant to Section 14.2, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Provider's invoice therefor; and

(g) for a period of thirty (30) days following termination, upon request, Provider will cooperate with Customer solely to export or otherwise deliver the most recent version of the Customer Data maintained by Provider to the Customer, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for Provider's services in transferring such Customer Data.

14.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 11.5, Section 12, Section 13, this Section 14.4, and Section 15.

15. Miscellaneous.

15.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent

of the other party, which consent shall not be unreasonably withheld, provided, however, that Provider may, without Customer's consent, include Customer's name and other indicia in its lists of Provider's current or former customers of Provider in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party to the addresses set forth in the signature page to this Agreement or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4. Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.6 Entire Agreement. This Agreement, its exhibits, together with any other documents incorporated herein by reference, 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, representations, and warranties, both written and oral, with respect to such subject matter.

15.7 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.8 Force Majeure. In no event will Provider be liable or responsible to Customer or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control (a "**Force Majeure Event**"), including, without limitation, (i) acts of God; (ii) flood, fire, earthquake, epidemic, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances.

15.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, 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; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall 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 hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties 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.

15.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in San Francisco County, California, in connection with any legal suit, action, or proceeding arising out of or in connection with this Agreement.

15.13 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

15.14 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 9 or Section 3.1 would cause Provider/ irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Provider 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.

15.15 Attorneys' Fees. If any Action is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.16 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.

[SIGNATURE PAGE FOLLOWS]

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

PROVIDER
SEDAI INC.

CUSTOMER
[NAME]

BY:
ITS:

ADDRESS:

BY:
ITS:

ADDRESS:

EXHIBIT A

SERVICES

S.Watch

Offers multi-cloud discovery and smart insights to improve availability, efficiency and compliance. S.Watch infers application and infrastructure topology using its intelligent discovery techniques.

Key features

- Multi-cloud discovery and site topology
- Real-time status of applications and infrastructure
- PaaS, traffic management systems discovery and introspection
- Smart Application Catalog
- Predictive data fill

S.Run

Offers autonomous cloud reliability, availability, and efficiency features for applications running on hybrid and multi-cloud platforms. It includes autonomous site remediations with closed loop learning and state of the art AI/ML techniques with safe remediation strategies, as well as our patent-pending in-production throughput analysis to ensure right-sizing product fleets.

Key features:

- Identifies availability issues and infers optimal strategies for detection
- Closed-loop learning ensures safe remediations
- Configurable actions and metrics
- Ensures Serverless applications run at optimal efficiency while maintaining the highest availability.

SLO Dashboards

- Manage your service level agreements and error budgets by configuring service level objectives (SLO) measured by service level indicators (SLI). Every configured application or service will have its own SLO dashboard to help identify and avoid service bottlenecks and disruptions before the error budget runs out.
- Sedai will also try to ensure this SLO by performing autonomous remediations when the application crosses configured SLO

Release Readiness

- Release code changes, configuration changes, deployments, etc with confidence. Sedai offers an API you can call when releasing code into production. We'll return a scorecard for that release that you can use to compare both functional and non-functional parameters with prior releases or acceptable thresholds.

Exhibit B

Schedule	
Start Date of Services	_____
Term End Date	_____
Specifications	Number of App Instances: Number of Serverless Functions: Number of Containers:
Total Fees for the Services (including any implementation/one- time set up fees, as may be applicable)	The total Fees for the Services ordered under the Agreement is as set forth below:
Invoicing Schedule	The Total Fees shall be invoiced in accordance with the following schedule:
Invoicing	All invoices are payable within [30] days of receipt by Customer.
Service Managers for each party	

EXHIBIT C
SUPPORT AND MAINTENANCE

1. Support and Maintenance Services. Subject to the terms and conditions of the Agreement to which this Exhibit is attached and conditioned upon Customer's payment of all applicable Fees (as defined in the Agreement) and all other amounts due under it to Provider, Provider will provide the following software support and maintenance services throughout the Term (capitalized terms not defined in this Exhibit have the meanings ascribed to them in the Agreement:

a. Updates. making available and implement upgrades, enhancements, and error corrections in relation to the Services when such upgrades, enhancements and error corrections are generally made available by Provider to its other customers. Such updates will be provided in the same form and manner as the Services are provided to Customer, unless the parties otherwise agree;

c. Bug and Error Corrections. Provider will provide on-call support for the Services on a 24/7 basis via issue management system, email, or phone. If Provider is notified in writing by Customer, of a bug, error or other problem in the Services including a Service Level Failure, and if such problem can be verified, either by reproduction at Provider's facility or through remote access to Customer's facility, Provider will use reasonable efforts to respond and resolve any such reported bug or error as follows:

Severity Level	Definition	Response Time	Resolution Time
P0	[Core functionality is completely blocked or non-functional in a way that renders the Services unusable]	1 hour	12 hours
P1	[Core functionality is down, or Services are inoperable, inaccessible, or unavailable for majority of users/App instances]	4 hours	48 hours
P2	[Services are severely limited or major functions are performing improperly, and the situation is significantly impacting operations or productivity for the majority of App instances]	1 day	7 days
P3/Enhancements	[minor or cosmetic problems with the Services that (i) is causing irritation, affects non-essential functions, or has minimal operations impact, (ii) is localized or has isolated	1 day	Case-by-case determination

Severity Level	Definition	Response Time	Resolution Time
	impact, (iv) results in visual errors, or (v) is otherwise not a P0/P1 or P2 issue but represents a failure of the Services to conform to its specifications.]		

2. Service Levels:

- a. Availability Requirement. Provider will use commercially reasonable efforts to ensure Service Availability during at least 99.9% Percentage of the time as measured over the course of each calendar month (“**Service Period**”) during the Term subject to the exceptions set forth in Section 5.2 and other terms and conditions of the Agreement.
- b. Service Credits. Subject to the conditions set forth in Section 5.3 and other terms and conditions of this Agreement, in the event of a Service Level Failure during two Consecutive Service Periods, Provider shall issue a credit to Customer in the amount of Hundred percent (100%) of Fees attributable to the actual period of time during which the Service Level Failure occurred (each a “**Service Credit**”).
- c. Scheduled Downtime. Provider may schedule downtime for routine maintenance of the Services between the hours of (12:00) p.m. and (12:05) p.m. on Saturdays, United States, Eastern Time and will use commercially reasonable efforts to give Customer at least 48 hours prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).