



Master Services Agreement

This Master Services Agreement is a binding contract between you (“Customer”, “you”, or “your”) and Pinnacle AI, Inc. (“Pinnacle AI”, “we”, “our”, or “us”). This Agreement governs your access to and use of Digital Services or Professional Services provided by Pinnacle AI. Pinnacle AI and Customer may be referred to individually each as a “Party” and collectively as the “Parties.”

1. Definitions.

a. “Affiliate” means any entity controlling, controlled by, or under common control with a Party, where the term “control” and its correlative meanings, “controlling,” “controlled by,” and “under common control with,” means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

b. “Agreement” means, in relation to each Order, such Order, this Digital Services Agreement and any applicable Product Policy.

c. “Authorized User” means Customer and Customer’s (or as applicable, an End User Customer’s) employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Digital Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Digital Services has been purchased hereunder.

d. “Business Contact Information” or “BCI” means business contact data (including, but not limited to, data processed in CRM databases and data that may be used to identify Authorized Users) containing personal and/or private information relating to business contact information (mainly first name, last name, business phone numbers, business email and business address) of Customer, its agents, employees or any Authorized

User of the Digital Services (including third-party consultants, contractors, partners, and End User Customers with whom Customer has a contractual relationship) and whose use, processing or transfer is regulated by law or regulation as “personal data.” Business Contact Information does not include Customer Data.

e. “Confidential Information” means non-public information disclosed between the Parties, including: (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; and (b) information containing the disclosing Party’s customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations. The terms of this Agreement are also deemed Confidential Information of Pinnacle AI. Information is not deemed Confidential Information if it: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

f. “Customer Data” means information, data, and other content, in any form or medium, that is stored, submitted, posted, or otherwise transmitted by or on behalf of Customer, Customer’s end user (as applicable) or any other Authorized User through the Digital Services, but excluding any Business Contact Information.

g. “Documentation” means Pinnacle AI’s then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Digital Service which is made available to Customer.

h. “Digital Services” means the digital products or services, provided either on-demand or as part of a subscription, by Pinnacle AI under this Agreement that are reflected in Customer’s Order or Statement of Work.

i. “Effective Date” means the date designated in the Order as the effective date or if there is no date designated in the Order, then the date on which the Digital Service is provided, unless otherwise agreed to by the Parties in writing.

j. “End User Customer” means an entity that is receiving Digital Service(s) as an end user of an Pinnacle AI customer through a reseller arrangement as described in Section 3(g).

k. “Fees” means the fees and charges under this Agreement including any recurring charges (e.g., monthly recurring charges, (“MRCs”), non-recurring charges (“NRCs”) and usage fees for Digital Services charged to Customer by Pinnacle AI, exclusive of Taxes.

l. “Intellectual Property Rights” means any intellectual property in any jurisdiction throughout the world, including any (i) trademarks, service marks, Internet domain names, logos, trade dress, trade names, and any other indicia of source, and all goodwill associated therewith and symbolized thereby; (ii) patents, patent applications and patent disclosures, and

inventions and discoveries (whether patentable or not); (iii) processes, technologies, trade secrets, and know-how; (iv) copyrights and copyrightable works, moral rights, and mask works; (v) software and software systems (including data, source code, object code, databases and related items such as documentation); and (vi) registrations and applications for any of the foregoing.

m. "Order" means any order for Digital Service which may be made via offline documentation, via an API, via an online portal, e-mail or phone and which will be effective only after Pinnacle AI accepts it in accordance with Pinnacle AI's applicable procedures or Pinnacle AI begins providing the Digital Services ordered.

o. "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into, accessible through or available to purchase with, the Digital Services.

p. "Professional Services" Means the work performed or output produced by Pinnacle AI, defined by a specific project and outside of physical products or standard service offerings provided by Pinnacle AI. These services include but are not limited to: Consulting, Project Management, Data analytics, Solution Design, Staff Augmentation, Migration, or Implementation services, Managed Services, etc.

q. "Statement of Work (SOW)" refers to the document that accompanies a Professions Services engagement and outlines the scope, timeline, and cost of a project between Pinnacle AI and the customer.

2. Affiliate Adoption & Order Construction. A Customer Affiliate and/or a Pinnacle AI Affiliate may adopt the terms of this Agreement by entering into a separate contract by agreeing to an Order which references this Agreement. The Parties agree that the Customer Affiliate and/or Pinnacle AI Affiliate entering into an Order adopt the terms of this Agreement, if applicable, as if they were the original contracting parties thereto. Each Order that is governed by this Agreement is a separate contract and is only binding upon the Customer (or Customer Affiliate) and Pinnacle AI (or Pinnacle AI Affiliate) that are actually signatories to it (each an "Order Signatory"), and not upon any other Affiliate of Pinnacle AI or Affiliate of the Customer. For avoidance of doubt, all references to a Party, Pinnacle AI or Customer under this Agreement, shall in the context of an Order be interpreted only to mean the applicable Order Signatory and aside from each Order Signatory no other Affiliate of Pinnacle AI or Affiliate of the Customer is required to agree to any of the terms and conditions set forth in that Order. The Pinnacle AI entity that enters into an Order with Customer is responsible for performing its obligations under this Agreement and no other Affiliate of Pinnacle AI shall be jointly or severally liable with such Pinnacle AI entity.

3. Access and Use.

- a. **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all the terms and conditions of this Agreement, unless otherwise specified herein, Pinnacle AI hereby grants you a revocable, nonexclusive, non-transferable, non-sublicensable, limited right to access and use the Digital Services during the Term solely for internal business operations by Authorized Users in accordance with the terms and conditions herein.
- b. **Documentation License.** Subject to the terms and conditions contained in this Agreement, Pinnacle AI hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Digital Services.
- c. **Downloadable Software.** Use of the Digital Services may require or include use of downloadable software. Pinnacle AI grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Digital Services. Such downloadable software may be subject to additional terms and conditions. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 4(d).
- d. **Use Restrictions.** You shall not, and shall not permit any Authorized Users to, use the Digital Services, any software component of the Digital Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. Except to the extent permitted by applicable law which is incapable of exclusion by agreement by the parties, you 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 Digital Services, any software component of the Digital Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Digital Services or Documentation except as expressly permitted under this Agreement; (iii) remove any proprietary notices from the Digital Services or Documentation; (iv) use the Digital 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, regulation, or rule or could cause reputational harm to Pinnacle AI; (v) interfere with or disrupt the integrity or performance of the Digital Service; (vi) access the Digital Services in order to build a competitive product or service or to copy any features, functions or graphics thereof; or (vii) use the Digital Services to store or transmit libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

- e. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Pinnacle AI may monitor Customer's use of the Digital Services and collect and compile data and information related to Customer's use of the Digital Services to be used by Pinnacle AI in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Digital Services ("Aggregated Statistics"). As between Pinnacle AI and you, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Pinnacle AI. For the avoidance of doubt, Aggregated Statistics shall not include Customer Data.
- f. **Reservation of Rights.** Pinnacle AI 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 Digital Services or Documentation provided by Pinnacle AI.
- g. **Resale.** Notwithstanding Section 3(a), if Digital Services are available for resale, Customer may resell and provide access to the Digital Services during the Term to its End User Customers. Customer shall at all times remain Pinnacle AI's only customer of record and Pinnacle AI shall have no obligation related to Customer's End User Customers. Such resale is only permitted if (i) the terms and conditions of such resale are no less restrictive than this Agreement and the applicable Product Policies; (ii) Customer does not act or purport to act on behalf of Pinnacle AI; and (iii) Pinnacle AI has no liability to any End User Customer. No End User Customer shall further resell any Digital Service. Customer may not resell any Third-Party Products unless expressly allowed to do so directly by such Third-Party Product provider. Notwithstanding any resale arrangement, Customer remains responsible to Pinnacle AI for the performance of all obligations under this Agreement including the payment of all amounts owed under this Agreement and all actions of Customer's, and End User Customer's, Authorized Users.

4. Customer Obligations

- a. **Acceptable Use.** Customer acknowledges and agrees that Pinnacle AI is not obligated to monitor or police communications, Customer Data or any other data transmitted through the Digital Service and that Pinnacle AI will not be responsible for the content of any such communications or transmissions. Customer and its Authorized Users will use the Digital Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer will keep confidential and not disclose to any third parties and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers and account profiles.
- b. **Account Use.** Unless otherwise agreed, you are responsible and liable for all uses of the Digital Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are 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 you will be deemed a breach of this Agreement by you. You 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 Digital Services and shall cause Authorized Users to comply with such provisions. With respect to resale, as described in Sections 3(g) you are responsible and liable for all use of the Digital Service by you or any End User Customer you are providing services to or that you have resold Digital Services to
- c. **Passwords and Access Credentials.** You are responsible for keeping passwords and access credentials associated with the Digital Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials. Customer understands and agrees that (i) Pinnacle AI assumes no responsibility for the supervision, management or control of Customer's or Authorized User's passwords and access credentials; (ii) Pinnacle AI assumes no responsibility for any fraudulent or unauthorized use of any portion of the Digital Services through Customer's account; and (iii) Pinnacle AI disclaims all liability arising out of any use of or failure to protect passwords or access credentials or any fraudulent or unauthorized access to or use of any portion of the Digital Service through Customer's account.
- d. **Third-Party Products.** The Digital Services may permit access to or purchase of Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and are not part of this Agreement. Such terms and conditions may be presented to Customer for acceptance within the Digital Services by website link or otherwise or Customer may have agreed to such terms and conditions separately directly with the Third-Party Product Provider. Customer represents and warrants that it is using such Third-Party Products in compliance with its agreement with such Third-Party Product Provider. In the event that Customer is reselling Digital Services, Customer represents and warrants that its End User Customer is using such Third-Party Products in compliance with this section

and with any Third-Party Product Provider agreement and will indemnify Pinnacle AI for all losses, claims or damages for End User Customer's failure to do so.

- e. Customer's Responsibilities. Customer will: (a) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and any End User Customer Data, (c) prevent unauthorized access to or use of the Digital Services under its account, and notify Pinnacle AI promptly of any such unauthorized access or use, and (d) provide and keep valid contact information for each Digital Service that includes phone number(s) and email address(es) for both a primary contact and an operational/technical contact (e.g., network engineer or routing engineer) and providing Pinnacle AI with technical configuration details upon request. If Customer fails to perform any of its obligations under this Agreement or Pinnacle AI is prevented, delayed or otherwise unable to perform any of its obligations due to any other act or omission of Customer ("Customer Default") then, in addition to any other rights and remedies under other provisions of this Agreement or at law, including the right to claim damages in the event of a Customer Default, Pinnacle AI shall be entitled to rely on such Customer Default as relieving it from the performance of any of its obligations and/or invoice Customer for Fees for the Digital Service rendered notwithstanding the Customer Default.

6. Fees and Payment.

a. Fees will accrue from the Order's Effective Date and Customer will be liable for Fees for the full term specified in each Order. Customer will pay in full all invoices from Pinnacle AI in the currency stipulated in the Order on the due date set forth on the invoice. Interest shall be charged on past due amounts at the lower of (i) one and a half percent (1.5%) per month; or (ii) the highest rate permitted by applicable law. Unless otherwise specified, Pinnacle AI will invoice monthly. Customer may, in good faith, dispute any invoice or any part thereof (a "Disputed Amount") by submitting a written notice of such dispute along with reasonable supporting documentation within thirty (30) days of the date of the initial invoice on which the Disputed Amount appears, failing which Customer waives all rights to dispute such Disputed Amount and to file any claim. The Parties will work together in good faith to resolve the Disputed Amount within thirty (30) days after receipt of Customer's notice.

b. In addition to the Fees, each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. "Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, sales and transactions taxes. Pinnacle AI may charge and Customer will pay applicable Indirect Taxes that Pinnacle AI is legally obligated or authorized to collect. Customer will provide such information to Pinnacle AI as reasonably required to determine whether Pinnacle AI is obligated to collect Indirect Taxes. Pinnacle AI will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes a properly completed exemption certificate or a direct payment permit certificate for which Pinnacle AI may claim an available exemption from such Indirect Tax.

7. Confidential Information.

a. Neither Party will use or disclose Confidential Information from the disclosing Party without its prior written consent, except where: (i) the disclosure is required by applicable law or regulation (including securities laws regarding public disclosure of business information) or by an order of a court or other governmental body having jurisdiction after taking steps to maintain its confidentiality where practicable; (ii) it is reasonably necessary to be disclosed to that Party's, or its Affiliates', employees, officers, directors, attorneys, accountants and other advisors; or (iii) it is necessary for a Party to exercise its rights and perform its obligations under this Agreement. In any case, the disclosing Party shall ensure that disclosure shall not be broader than necessary, and that the recipient agrees prior to receipt to keep the information confidential to the same extent as under this Agreement (except that such agreement need not be obtained for disclosures to a court, regulator or arbitrator). For the avoidance of doubt, the mere transfer of information via a Digital Service does not constitute disclosure of such information to Pinnacle AI.

b. Neither Party grants the other Party the right to use its trademarks, service marks, trade names, copyrights, other Intellectual Property Rights or other designations in any promotion, publication or press release without the prior written consent of the other Party in each case. Notwithstanding this Section 7, either Party may publicly use the other Party's name and logo to refer to the other Party as a vendor or customer as the case may be, such use to comply with any applicable usage guidelines that are published or made available by the other Party upon request.

8. Intellectual Property Ownership; Feedback. As between Customer and Pinnacle AI, (a) Pinnacle AI owns all right, title, and interest, including all Intellectual Property Rights, in and to the Digital Service and Documentation, related knowledge or processes, and any derivative works thereof and (b) Customer owns all right, title, and interest, including all Intellectual Property Rights, in and

to Customer Data. If Customer or any of Customer's employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Digital Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), all such Feedback is and will be treated as non-confidential. Customer hereby assigns to Pinnacle AI, and shall cause its employees, contractors, and agents to assign, all right, title, and interest in, and Pinnacle AI is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Pinnacle AI is not required to use any Feedback.

9. Limited Warranty and Warranty Disclaimer.

a. Pinnacle AI Warranty. Pinnacle AI warrants that it provides Digital Services and Professional Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PINNACLE AI STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. Pinnacle AI does not make any representations regarding uptime or availability of the Digital Services unless specifically identified in the applicable Product Policy. The remedies set forth in the applicable Product Policy are Customer's sole remedies and Pinnacle AI's sole liability under the limited warranty set forth in this Section 9(a). This limited warranty does not apply if Customer is receiving Digital Services on a free or trial basis.

b. Customer Warranty. You warrant that you own all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data, and that both the Customer Data and your use of the Digital Services are in compliance with this Agreement.

c. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, THE DIGITAL SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PINNACLE AI SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PINNACLE AI 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. PINNACLE AI MAKES NO WARRANTY OF ANY KIND THAT THE DIGITAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERRORFREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification

a. Pinnacle AI Indemnification.

i. Pinnacle AI shall defend Customer against any claims brought against Customer by any third party alleging that Customer's use of the Digital Services in accordance with the terms of this Agreement infringes or misappropriates such third party's patent claim, copyright, or trade secret ("Third-Party Claim"), provided that Customer promptly notifies Pinnacle AI in writing of the Third-Party Claim, cooperates with Pinnacle AI, and allows Pinnacle AI sole authority to control the defense and settlement of such Third-Party Claim. Pinnacle AI will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Pinnacle AI enters into with respect to these claims).

ii. Pinnacle AI will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's breach of the Agreement, (b) Customer's modification, alteration or addition made to the Digital Services or any use thereof, including any combination of the Digital Services with other materials not provided or authorized by Pinnacle AI, (c) Customer's failure to use any corrections or modifications made available by Pinnacle AI that would not result in any material loss of functionality, or (d) use of the Digital Services in a manner or in connection with a product or data not contemplated by this Agreement. Pinnacle AI also disclaims any liability for settlements entered into by Customer or costs incurred by Customer in relation to an infringement claim that are not pre-approved by Pinnacle AI in writing.

iii. If such a Third-Party Claim is made or Pinnacle AI reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Pinnacle AI, at Pinnacle AI's sole discretion, to (A) modify or replace the Digital Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Pinnacle AI determines that neither alternative is reasonably available, Pinnacle AI may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(a) sets forth your sole remedies and Pinnacle AI's sole liability and obligation for any actual, threatened, or alleged Third-Party Claims.

iv. This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Customer's breach of this Agreement, Customer Data or Third-Party Products

b. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Pinnacle AI's option, defend Pinnacle AI and its Affiliates from and against any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses)

for third party claims related to (i) Customer Data and End User Customer Data; (ii) Customer's or any Authorized User's negligence or willful misconduct or use of the Digital Services in a manner not authorized by this Agreement or (iii) Customer's use of any Third-Party Products in violation of any applicable third party terms and conditions; provided that Customer may not settle any such claim against Pinnacle AI unless Pinnacle AI consents to such settlement, and further provided that Pinnacle AI will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability.

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND UNLESS PROHIBITED FROM DOING SO BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF REVENUES (EXCEPT THAT CUSTOMER SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO PINNACLE AI UNDER THIS AGREEMENT); (IV) ANY LOSSES ARISING FROM OR CAUSED BY THE LOSS, INTERRUPTION OR CORRUPTION OF DATA; (V) ANY CONSEQUENTIAL OR INDIRECT DAMAGES; OR (VI) ANY INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES (IF APPLICABLE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PINNACLE AI'S (OR ITS AFFILIATE'S) MAXIMUM AGGREGATE LIABILITY WILL NOT EXCEED THE FEES PAID (AS INDICATED ON A SPECIFIC ORDER FORM) FOR THE APPLICABLE DIGITAL SERVICE DIRECTLY CAUSING THE DAMAGE GIVING RISE TO CUSTOMER'S CLAIM OR CAUSE OF ACTION FOR THE SIX (6) MONTHS PRIOR TO THE CLAIM OR CAUSE OF ACTION.

c. THE LIMITATIONS SET FORTH IN THIS SECTION 0 WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY

d. The Parties each waive the right to bring a claim against the other arising out of or in any way relating to an Order or this Agreement more than one (1) year after the date of the event giving rise to such claim. Each Party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in this Agreement are materially bargained for by the Parties.

e. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

12. Term and Termination.

a. Term. This Digital Services Agreement commences on the date Customer accepts it online or the date the Parties last sign below and shall continue during any time(s) Pinnacle AI continues to provide Digital Services to Customer unless terminated earlier as otherwise provided for in this Agreement. The "Term" of an Order begins on the date specified in the applicable Order and will continue for the agreed initial term. Upon the expiry of the initial Term the Order will automatically renew for the same term length unless otherwise agreed or either Party terminates the Order by providing thirty (30) days prior written notice of non-renewal to the other Party, with the exception of Orders with a one month Term in which case no notice of non-renewal is required. If at renewal Customer elects a shorter term length, applicable Fees may increase accordingly.

i. Either Party may terminate this Agreement or an applicable Order by giving written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of a failure to pay Fees) after receipt of such notice. If Customer fails to cure a monetary breach, Customer will be responsible for all collections costs including reasonable attorneys' fees. If the breach (other than where Customer has failed to pay Fees) cannot be cured within thirty (30) days, the breaching Party shall be given a reasonable period of time, but not to exceed an additional thirty (30) days, to cure the breach, provided that the breaching Party acts promptly and diligently to cure such breach.

ii. Either Party may terminate this Agreement immediately upon giving written notice to the other if the other Party becomes, as applicable under local law, unable to pay its debts as they become due, ceases to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.

b. Effect of Termination. Upon termination of this Agreement or applicable Order, Customer's right to use the Digital Services and Documentation shall end. No termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due prior to such termination

c. Suspension.

i. Without limiting any other right Pinnacle AI may have, Pinnacle AI may suspend Customer's and any other Authorized User's access to any portion or all of Digital Services or Professional Services if:

1. Pinnacle AI reasonably determines that (A) there is a threat or attack on any of the Digital Service; (B) Customer's or any other Authorized User's use of the Digital Service disrupts or poses a security risk to Pinnacle AI, the Digital Service or to any other customer or vendor of Pinnacle AI; (C) Customer or any other Authorized User is using the Digital Service for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, is unable to pay its debts as they become due, 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; (E) Pinnacle AI's provision of the Digital Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is in violation of the use restrictions set forth in this Agreement.

2. any vendor of Pinnacle AI has suspended or terminated Pinnacle AI's access to or use of any thirdparty services or products required to enable Customer to access the Digital Services; or

3. if Customer fails to cure any monetary breach of this Agreement within ten (10) days after notice of the same (or upon written notice if Customer's account is past due on two (2) or more occasions during a six (6) month period) (any such suspension described in Section 12(c)(i)(1-3), a "Service Suspension").

ii. Pinnacle AI 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 Digital Services following any Service Suspension. Pinnacle AI shall use commercially reasonable efforts to resume providing access to the Digital Services as soon as reasonably possible after the event giving rise to the Digital Services Suspension is cured. Pinnacle AI will have no liability for any damage, liabilities, losses (including any loss of profits or data), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

13. Modifications. Except where otherwise expressly stated herein, this Master Agreement for Digital Services and Professional Services may be amended only by the written agreement of both Parties.

14. Export Regulation. The Digital Services utilize software and technology that may be subject to export control laws of various countries, including the laws of the United States. Customer will not submit the Digital Service or Documentation to any government agency for licensing consideration or other regulatory approval and will not export the Digital Service or Documentation to countries, persons or entities if prohibited by export laws.

15. Business Contact Information

a. Customer acknowledges that Pinnacle AI and Pinnacle AI Affiliates will, by virtue of the performance of the Agreement, come into possession of BCI as a Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws). Customer acknowledges and agrees that Pinnacle AI and Pinnacle AI Affiliates may use, process and/or transfer BCI (i) in connection with the provision of Digital Services; (ii) to incorporate BCI into databases controlled by Pinnacle AI and Pinnacle AI Affiliates for the purpose of account administration, billing and reconciliation; operational maintenance and support activities; security, fraud detection and prevention; and, subject to BCI being previously anonymized, customer and market analysis and reporting; and (iii) to communicate to Customer by voice, letter, fax or email regarding products and services of Pinnacle AI or Pinnacle AI Affiliates. Customer may withdraw consent for the use, processing, or transfer of BCI as set out in (iii) above upon written notice to Pinnacle AI. Customer acknowledges that it has the right to access BCI upon written notice and have any agreed errors in such BCI rectified or deleted, or to request additional information on the use, processing, and/or transfer of its BCI

b. Where BCI is to be transferred by Pinnacle AI and Pinnacle AI Affiliates from one country to another (including intragroup transfers to the United States or to any countries located within or outside the European Economic Area (EEA)) for the purposes set out above under this clause, Pinnacle AI shall ensure that all appropriate legitimization measures as required under applicable data protection and privacy laws such as (i) the entry into appropriate inter-company data transfer agreements based on the European Standard Contractual Clauses; (ii) the implementation of Binding Corporate Rules as defined under European regulations; and/or (iii) equivalent means of compliance, are in place to afford such transfer of BCI an adequate level of protection.

c. For the avoidance of doubt, Customer acknowledges that (i) the provision by Pinnacle AI of Digital Services in accordance with the Agreement does not involve any access by Pinnacle AI, or use, processing, monitoring, or performance of any operation of, or on, Customer Data and that (ii) as a result, Pinnacle AI does not act as Data Processor or Data Controller (as defined under European laws and regulations or its equivalent under any local data protection and privacy laws), with respect to such Customer Data, unless otherwise agreed to in writing by the Parties

d. Customer undertakes to inform its agents, employees or any Authorized Person of the Digital Services such as its consultants, contractors or partners (i) that their BCI may be collected, used, processed and transferred by virtue of the performance of, and in

accordance with, the Agreement; and (ii) of their rights regarding the processing of their BCI in accordance with this clause, and where applicable.

16. Subcontracting and Transfer. Pinnacle AI may permit any other Pinnacle AI Affiliate, independent contractor or other third party, to perform any of Pinnacle AI's obligations hereunder, provided that Pinnacle AI remains primarily liable for the performance of its obligations. Pinnacle AI may transfer this Agreement or any of its rights and obligations hereunder without notice to Customer. Customer may transfer this Agreement or any of its rights and obligations hereunder to an Affiliate or to an entity which is acquiring all or substantially all of Customer's business or assets with prior notice to Pinnacle AI, and in all such events the person or entity to whom this Agreement is assigned by Customer must agree in writing to be bound by all of the terms of this Agreement. This Agreement will be binding upon and inure to the benefit of all successors and permitted transferees of the Parties, who will be bound by all of the obligations of their predecessors or transferors

17. Force Majeure. Except for Customer's obligation to pay amounts owed under this Agreement, including Fees, neither Party will be responsible or in any way liable to the other Party, and neither Party will have any termination or other rights, arising out of or relating to a Force Majeure Event. A "Force Majeure Event" is a failure by the other Party to perform any of its obligations under this Agreement if such failure is caused by an event or circumstance beyond its reasonable control, including, but not limited to, acts of God, war, labor strike, terrorist act, riot or civil unrest, fire, flood, earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster, health epidemic or any law, order, regulation or other action of any governing authority or agency

18. Compliance.

a. Applicable Law. Each Party will comply with all applicable laws and regulations in connection with this Agreement.

b. International Security Concerns. Each Party will comply with (and Customer will ensure that any Authorized User or end user comply with) applicable export/re-export, sanctions, import and customs laws and regulations (including U.S. sanctions and export regulations) ("Sanctions Laws"). In addition, Customer will not be listed on, nor owned or controlled by an entity or person which is subject to, nor located in or organized under the laws of a country subject to, U.S. or E.U. embargo. Notwithstanding any other provision in this Agreement, Pinnacle AI reserves the right to terminate this Agreement immediately upon written notice to the Customer if Pinnacle AI reasonably determines that Customer is not in compliance with this Section or is causing Pinnacle AI to be exposed to violations under Sanction Laws.

c. Anti-Money Laundering. Each Party will comply with all applicable anti-money laundering laws. If the bank to which Customer remits payment ("Pinnacle AI Bank") refuses to process a Customer payment for any reason including, but not limited to, a reasonable belief that Customer's payment may be connected to money laundering (a "Suspicious Payment"), Customer will reasonably cooperate with all requests from Pinnacle AI or the Pinnacle AI Bank (e.g., requests for additional information in order to process the Suspicious Payment) or remit payment of any outstanding balance using an alternative payment method within five (5) business days

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement, but nothing in this Section shall limit or exclude a Party's liability for fraud.

20. Conflicts. All Orders are subject to the terms and conditions of this Agreement. In the event of ambiguity, conflict or inconsistency among the documents comprising this Agreement, the documents shall be given a descending order of precedence as follows (i) the Order; (ii) the applicable Product Policy; (iii) Digital Services Agreement, and (iv) Statement of Work (SOW) for a Professional Service engagement.

21. Governing Law and Submission to Jurisdiction. Unless prevented from doing so by local law or regulation, this Agreement will be governed in all respects by the governing laws listed below without regard to conflicts of law provisions. Additionally, the Parties irrevocably agree to the exclusive jurisdiction for resolving disputes listed below and waive any right to bring any action against the other Party in any other jurisdiction, forum or courts. If any legal action is brought by either Party arising from, or related to, the subject matter of this Agreement, the prevailing Party will be entitled to an award of its reasonable attorneys' fees and costs. English language shall be the applicable language and translation of the Agreement and the Order.

22. Notice. Unless expressly stated in the Agreement, all notices required by this Agreement will only be effective if in writing and sent by (i) certified or registered mail, postage prepaid; (ii) overnight delivery requiring a signature upon receipt; or (iii) delivery by hand; to the Parties at the respective addresses in this Agreement or as otherwise designated in writing by the Parties. Notices, consents and approvals under this Agreement will be in writing and shall be presumed to be received five (5) days after mailing if sent by mail, two (2) days after sending if sent by overnight courier or on the date of dispatch if sent electronically.

23. No Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

24. Survival. All provisions of this Agreement which can only be given proper effect upon expiration or termination of the Agreement, including those provisions needed to interpret the same by surviving the termination of this Agreement, shall survive the termination of this Agreement; provided, however obligations related to Confidential Information will survive for three (3) years after termination of this Agreement.

25. General. Except where otherwise expressly stated herein, and subject to the limitations set forth herein, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

26. Relationship. The Parties are independent contractors, and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party may bind the other or incur obligations on the other's behalf without the other's prior written consent.

27. Third Parties. There are no third-party beneficiaries to this Agreement.

Company: _____

Pinnacle AI:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____