Terms and conditions

Osavul, Inc.

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Software-as-a-Service (SaaS) Agreement (Public Offer)

Introduction: This Software-as-a-Service Agreement (the "Agreement") is a legally binding public offer by the Provider (a Delaware corporation) to any Customer who uses the Provider's SaaS product or service ("SaaS Product"). By accessing or using the SaaS Product, or by paying any fees for it, you (the "Customer") acknowledge that you have read and agree to be bound by this Agreement. If you do not agree to these terms, you must not use the SaaS Product.

1. Description of the SaaS Service

The Provider's SaaS Product is a cloud-based data access platform that allows the Customer to retrieve and interact with information from multiple sources in a unified manner. Key features and capabilities of the SaaS Product include:

- Access to Data: Ability to query and retrieve data from various supported data sources for specified time periods, providing comprehensive access to available information.
- Unified Format: Data from different platforms is delivered through a single, unified interface, so that content from multiple sources can be queried and obtained in a consistent format.
- Multiple Data Types: Support for multiple types of content, such as posts, comments, messages, articles, and videos, all accessible through one service.

Supported Platforms: The SaaS Product can integrate with and retrieve content from several third-party platforms.

2. Access and Use of the SaaS Product

- License Grant: Subject to this Agreement, the Provider grants the Customer a non-exclusive, non-transferable right to access and use the SaaS Product for the Customer's internal business operations. This license permits use only by the authorized

number of users (each, a “User”) as determined by the Customer’s subscription plan or as agreed in a service order.

· Authorized Users: The Customer may designate its employees, agents, or contractors to use the SaaS Product as authorized Users. The Customer is responsible for ensuring that all Users are aware of and comply with the terms of this Agreement. Any use of the SaaS Product by a User is deemed use by the Customer, and any User’s breach of this Agreement will be treated as a breach by the Customer.

· User Accounts and Security: The Provider will provide the Customer with credentials or an interface to create and manage User accounts. The Customer is responsible for maintaining the confidentiality and security of all User login credentials.

· Account Security: The Customer must promptly notify the Provider of any unauthorized access or use of the SaaS Product or any compromise of account credentials. The Customer is liable for all activities that occur under its User accounts (except to the extent caused by the Provider’s breach of security).

· Usage Limits: The Customer agrees to abide by any usage limits (for example, limits on data volume, API calls, or number of Users) specified in the Customer’s subscription plan or service order. The Provider may monitor the Customer’s usage of the SaaS Product to ensure compliance with such limits and the terms of this Agreement. If the Customer requires additional capacity or Users beyond the agreed limits, it must obtain the Provider’s approval (which may involve additional fees as described in Section 3). Exceeding agreed usage limits without approval may result in additional fees and/or suspension of service until compliance is restored.

· Acceptable Use and Restrictions: The Customer shall use the SaaS Product only for lawful purposes and in compliance with all applicable laws and regulations.

· Prohibited Activities: The Customer and its Users shall not: (a) attempt to gain unauthorized access to any part of the SaaS Product or its underlying systems or networks; (b) interfere with or disrupt the integrity or proper functioning of the SaaS Product; or © use the SaaS Product to store or transmit any content that is unlawful, defamatory, or

infringes third-party rights. The Customer shall promptly notify the Provider of any actual or suspected unauthorized use of the SaaS Product. The Provider reserves the right to suspend or terminate access for violations of this section, in addition to any other remedies.

· Updates and Maintenance: The Provider may, at its discretion, develop and deploy updates, upgrades, bug fixes, or new features for the SaaS Product. The Provider will use reasonable efforts to schedule maintenance so as not to unreasonably disrupt the Customer's use of the service. The Customer agrees to implement or use the latest updates provided by the Provider to ensure optimal functionality and security. The Provider will also provide technical support and maintenance services during the term of this Agreement, in a manner consistent with the Provider's standard support practices (or as otherwise agreed). Support may include responding to Customer queries, addressing technical issues, and providing guidance on usage of the SaaS Product.

· Third-Party Services: The SaaS Product may include integrations or interoperability with third-party services or platforms (such as those listed above). Use of any third-party services may be subject to the third party's terms and conditions. The Provider is not responsible for the content or services provided by third parties, and makes no warranty regarding third-party services. The Customer is responsible for complying with any third-party terms when using the SaaS Product's integrations.

· Customer Customizations: If the Customer requests any custom features, modifications, or development (beyond the standard functionality of the SaaS Product), the parties must mutually agree in writing on the scope, fees, and timeline for such work. Any such customizations, if implemented, will be owned by the Provider (or its licensors) unless otherwise expressly agreed, and may be subject to additional fees.

· Beta Features: From time to time, the Provider may make available beta, trial, or pre-release features of the SaaS Product (clearly designated as "beta", "preview", or similar). Such beta features are provided "as is" for evaluation purposes and without any warranty of any kind. The Customer acknowledges that beta features may be incomplete or contain bugs, and may not be reliable or suitable for production use. The Provider may modify or discontinue beta features at any time without notice.

3. Fees and Payment

· Fees and Pricing: The SaaS Product is a commercial service offered for a fee (it is not free). The specific pricing, subscription fees, rates, and other commercial terms for the service will be communicated to the Customer separately, for example in an order form, subscription plan description, or invoice (collectively, a "Service Order"). By accepting this Agreement and using the SaaS Product, the Customer agrees to pay all applicable fees as set forth in the Service Order. All fees are in U.S. Dollars unless otherwise specified.

· Invoicing and Payment Terms: The Provider will invoice the Customer for subscription fees and any other applicable charges according to the billing frequency or schedule specified in the Service Order (e.g., annually or monthly in advance, or as otherwise stated). Unless otherwise agreed in writing, payment is due within ten (10) days from the invoice date. The Customer is responsible for providing accurate billing contact information and shall promptly notify the Provider of any changes to that information. Payments shall be made in the manner specified by the Provider (such as by bank transfer or online payment). If any invoice is not paid when due, the Provider may apply interest on the overdue amount at the rate allowed by law or a fixed rate (e.g., 1.5% per month) until paid, and the Customer will be responsible for all reasonable costs of collection.

· Taxes: All fees are exclusive of any sales, use, value-added, withholding, or similar taxes or duties. The Customer is responsible for all applicable taxes and governmental charges associated with its subscription or use of the SaaS Product, except for taxes based on the Provider's net income or corporate franchise. If the Provider is required to collect or pay any taxes for which the Customer is responsible, the Provider will invoice the Customer for such amounts unless the Customer provides a valid tax exemption certificate.

· Fee Disputes: If the Customer disputes any invoiced charge in good faith, the Customer must notify the Provider in writing within ten (10) days of the invoice date, specifying the nature of the dispute and the amount in question. The parties will negotiate in good faith to resolve the dispute. The Customer agrees to pay any undisputed portion of the invoice by the due date. Neither party shall exercise remedies for non-payment of the

disputed amounts while a dispute is pending, provided such dispute is resolved within a reasonable time. Once the dispute is resolved, any agreed adjustments will be reflected on a subsequent invoice or refunded if necessary.

· No Refunds: Except as expressly provided in this Agreement, fees are non-cancellable and non-refundable. This means that once the Customer has paid for a subscription term or other service period, the Customer is not entitled to a refund or credit for any unused portion of that term if it decides to stop using the service early. (For example, partial months of service or unused user licenses will not be refunded.) The foregoing does not limit any remedies the Customer may have under Section 4 (Termination) if the Provider breaches or terminates without cause.

· Suspension for Non-Payment: If the Customer fails to pay any undisputed fees when due, and does not cure such non-payment within a reasonable period after receiving a written past-due notice from the Provider, the Provider reserves the right to suspend the Customer's access to the SaaS Product. The Provider will provide at least ten (10) days' prior notice (e.g. by email) to the Customer before suspending services for non-payment. Suspension of service does not relieve the Customer of its obligation to pay the amounts due. Once the Customer pays all outstanding fees (and any applicable late charges), the Provider will promptly restore access to the service.

· Upgrades and Downgrades: The Customer may elect to upgrade or downgrade its subscription plan or adjust the number of authorized Users (if applicable) by arrangement with the Provider. For any mid-term upgrade (e.g., adding Users or moving to a higher tier of service), the Provider will charge a pro-rated additional fee for the remainder of the current subscription term, unless otherwise agreed. For any mid-term downgrade (reducing Users or service level), the change will typically become effective at the start of the next billing period, and fees for the current term will not be reduced or refunded (unless the Provider, at its discretion, agrees to an earlier adjustment). The Provider will inform the Customer of any fee adjustments resulting from a change in plan, and the parties will document the change (for example, via an updated Service Order or email confirmation).

· Audit of Usage and Fees: The Provider reserves the right to audit the Customer's use of the SaaS Product (including number of Users, data volume, or other usage metrics) to

ensure compliance with the terms of this Agreement and the Customer's subscribed service limits. Any such audit will be conducted upon reasonable notice to the Customer and in a manner that does not unreasonably interfere with the Customer's business operations. If an audit reveals that the Customer has exceeded the permitted usage or owes additional fees, the Provider will notify the Customer and may invoice for the excess usage at the applicable rate. The Customer agrees to pay any underpaid fees promptly upon receipt of an invoice and to reimburse the Provider for the reasonable cost of the audit if the audit reveals a material shortfall in payment (e.g., underpayment of more than 5% of the fees due for the audited period).

4. Term and Termination

· Term of Service: The initial subscription term for the SaaS Product will be as specified in the Service Order (for example, a 12-month annual subscription, or month-to-month, etc.), commencing on the date the Customer first gains access to the SaaS Product or as otherwise stated ("Effective Date"). Unless otherwise specified, subscriptions are for a fixed term and will automatically renew for successive renewal terms equal in duration to the initial term (e.g., another 12 months for an annual plan) at the end of each term unless either party gives notice of non-renewal at least 30 days before the end of the then-current term. The Provider will inform the Customer of any changes in subscription fees or terms for a renewal term in advance, and if the Customer does not agree to such changes, the Customer must give timely notice of non-renewal to avoid automatic renewal.

· Termination for Convenience (Non-Renewal): Either party may elect not to renew the subscription at the end of the then-current term by providing at least thirty (30) days' advance written notice to the other party. In addition, the Provider may terminate this Agreement (and the Customer's access to the SaaS Product) for its convenience at any time by providing at least thirty (30) days' written notice to the Customer. If the Provider terminates for convenience mid-term (i.e. not due to the Customer's breach), the Provider will refund any prepaid fees covering the period after the termination effective date. The Customer acknowledges that the SaaS Product is provided on a subscription basis, and the Customer is responsible for all fees for the full subscription term even if the Customer terminates use early (subject to any termination rights for breach as described below).

· Termination for Breach: Either party may terminate this Agreement for cause upon written notice to the other party if the other party materially breaches this Agreement and (if the breach is curable) fails to cure such breach within thirty (30) days after receiving a written notice describing the breach. If the Customer is the breaching party, the Provider may terminate the Agreement immediately (or suspend service) if the breach is not curable or if curative steps are not being diligently pursued. In particular, the Provider may terminate this Agreement or suspend the Customer's access to the service immediately if the Customer breaches Section 2 (Access and Use) in a manner that jeopardizes the security or lawful use of the service, or if the Customer fails to pay fees that are overdue as described in Section 3. Termination for breach shall not preclude the terminating party from pursuing other remedies available to it.

· Effect of Termination: Upon expiration or termination of this Agreement for any reason, the Customer's right to access and use the SaaS Product will cease as of the effective date of termination. The Customer remains liable for any unpaid fees or charges that accrued prior to termination. No Refunds for Customer's Early Termination: If the Customer terminates this Agreement (or cancels its subscription) before the end of a paid term without cause (i.e., not due to Provider's breach), the Customer will not receive a refund for any fees paid in advance for the remaining portion of the term, and if any fees are outstanding, the Customer must immediately pay all amounts due for the entire term. Refund in Case of Provider Termination: If the Provider terminates this Agreement without cause (and not due to Customer's breach) before the end of a term, the Provider will refund to the Customer a pro-rata portion of any prepaid fees corresponding to the period after the termination effective date.

· Post-Termination Assistance: Upon any termination or expiration of the Agreement, the Provider will, upon the Customer's request, provide reasonable assistance to facilitate the orderly wind-down of services. In particular, for a period of up to 30 days after termination (the "Transition Period"), the Provider will make available to the Customer a copy of the Customer's data stored in the SaaS Product (if any) in a commonly used electronic format, so that the Customer can retrieve its data. After such Transition Period, the Provider may permanently delete or disable access to any Customer data remaining on the SaaS Product, unless legally required to retain it. The Customer is responsible for

downloading or requesting its data within the Transition Period. The Provider's obligation to provide termination assistance is conditioned on the Customer having paid all outstanding fees.

· Surviving Provisions: Any term of this Agreement which by its nature should survive termination or expiration (including but not limited to provisions regarding fees owed, confidentiality, intellectual property, warranty disclaimers, indemnities, and limitations of liability) shall survive according to their terms.

5. Disclaimer of Warranties

THE SAAS PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE," TO THE MAXIMUM EXTENT PERMITTED BY LAW. The Provider disclaims all warranties and representations, whether express, implied, or statutory, not expressly stated in this Agreement, including (without limitation) any warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from course of dealing or trade usage. The Provider does not warrant that the SaaS Product will be uninterrupted, error-free, or completely secure. The Customer acknowledges that it has relied on no warranties other than those expressly provided in this Agreement. No advice or information obtained from the Provider or elsewhere shall create any warranty not expressly stated in this Agreement.

6. Limitation of Liability

· Limitation of Liability Amount: In no event will the Provider's total liability to the Customer for all claims arising out of or related to this Agreement or the use of the SaaS Product exceed the total amount of fees paid by the Customer to the Provider in the twelve (12) months immediately preceding the event giving rise to the claim. If no fee was paid, the Provider's liability is limited to US \$100. This limitation applies collectively to the Provider and its officers, directors, employees, agents, contractors, and affiliates.

· No Indirect Damages: To the fullest extent permitted by law, the Provider will not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages of

any kind, under any theory of liability, whether in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages. This exclusion includes any loss of profits, loss of revenue, loss of data, loss of business opportunities, business interruption, or procurement of substitute services. The Customer agrees that such damages are excluded even if a remedy fails for its essential purpose.

· Scope of Liability: The limitations and exclusions of liability in this section apply to all causes of action or grounds of liability, regardless of the form of action (including breach of contract, tort, negligence, strict liability, misrepresentation, or any other legal theory). The parties agree that these limitations of liability represent a reasonable allocation of risk and form an essential part of the basis of the bargain between the Provider and the Customer.

· Exceptions: Nothing in this Agreement is intended to exclude or limit liability for: (a) the Provider's gross negligence or willful misconduct; (b) death or personal injury caused by the Provider's negligence; © fraud or fraudulent misrepresentation; or (d) any liability that cannot be limited by law.

· Third-Party Claims and Data: The Provider shall not be liable for any claims, damages, or losses arising out of or related to the Customer's use of any third-party services, products, or content accessed or used through the SaaS Product (including third-party integrations as described in Section 2), nor for any unauthorized access to or alteration of the Customer's data by third parties (for example, through illegal hacking), provided that the Provider has implemented and maintained reasonable security measures as described in Section 9. The Customer acknowledges that no software or service can be guaranteed to be completely secure or error-free, and the Customer agrees that the Provider will not be liable for any damages that result from security breaches or errors beyond the Provider's control.

· Enforcement and Survival: The limitations of liability and exclusions of damages set forth in this section shall apply even if any remedy provided to the Customer fails of its essential purpose. These limitations shall survive the termination or expiration of this Agreement.

7. Intellectual Property Rights

· Ownership of the SaaS Product: All rights, title, and interest in and to the SaaS Product, including all software, code, technology, inventions, algorithms, databases, user interfaces, know-how, and all intellectual property rights (including copyrights, trademarks, trade secrets, patents, and any improvements or modifications to the foregoing), are and shall remain the exclusive property of the Provider (and/or its licensors). The Customer is granted a limited right to use the SaaS Product under the terms of this Agreement, but does not acquire any ownership or proprietary interest in the SaaS Product or any intellectual property of the Provider. Any feedback, suggestions, or ideas provided by the Customer regarding the SaaS Product may be used by the Provider without obligation or compensation, and will not be treated as confidential information.

· License Restrictions: The Customer shall not, and shall not permit any User or third party to, reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying trade secrets of the SaaS Product, except to the limited extent (if any) such restriction is prohibited by applicable law. The Customer shall not modify, create derivative works based upon, or copy (other than standard backups) the SaaS Product.

· No Resale or Sublicense: The Customer may not rent, lease, lend, sell, sublicense, or otherwise redistribute or transfer the SaaS Product or any of the Customer's rights under this Agreement to any other person or entity, except as expressly permitted by the Provider in writing. All rights not expressly granted to the Customer are reserved by the Provider.

8. Confidentiality

· Confidential Information: In the course of using the SaaS Product or performing this Agreement, either party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain non-public or proprietary information, whether oral, written, or electronic, that is identified as confidential or that should reasonably be understood to be confidential given the nature of the information and the context of disclosure ("Confidential Information"). Confidential Information of the Customer may include, for example, the Customer's business or technical data, customer data stored in the SaaS

Product, and any materials provided by the Customer to the Provider that are marked as confidential. Confidential Information of the Provider includes the SaaS Product (including its software, source code, algorithms, documentation, and any non-public features or performance information), the pricing and commercial terms offered to the Customer, and any other proprietary information or technology of the Provider. Confidential Information also includes the terms of this Agreement and any Service Order between the parties, as well as any information that a reasonable person would understand to be confidential in context.

· Confidentiality Obligations: The Receiving Party agrees to use the Disclosing Party's Confidential Information only for the purpose of performing under this Agreement or exercising its rights hereunder, and not for any other purpose. The Receiving Party shall not disclose or make available the Disclosing Party's Confidential Information to any third party, except to its own employees or contractors who need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those herein. The Receiving Party shall protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any unauthorized disclosure or use of the Disclosing Party's Confidential Information.

· Exclusions: Information will not be considered "Confidential Information" to the extent that the Receiving Party can prove by written records that such information: (a) is or becomes publicly available without breach of this Agreement by the Receiving Party; (b) was already known to the Receiving Party, free of any confidentiality obligations, before disclosure by the Disclosing Party; © is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is lawfully obtained by the Receiving Party from a third party who has the right to disclose it without restriction.

· Required Disclosure: If the Receiving Party is legally compelled by court order, law, or governmental authority to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permitted, give prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other appropriate

remedy. The Receiving Party shall disclose only that portion of Confidential Information which it is legally required to disclose.

· Duration of Confidentiality: The obligations in this Section 8 will commence on the Effective Date and continue for a period of three (3) years after the termination or expiration of this Agreement. However, to the extent that any Confidential Information constitutes a trade secret under applicable law, the Receiving Party shall protect such information for as long as it remains a trade secret. The expiration of the confidentiality period shall not relieve the Receiving Party from its obligation to continue protecting any personal data under Section 9 (Data Protection) or any other information that is subject to a separate privacy or data protection obligation.

9. Data Protection and Security

· Personal Data Processing: To the extent the Provider processes any personal data (personal information) on behalf of the Customer in providing the SaaS Product, the Provider shall do so in compliance with applicable data protection and privacy laws, including (where applicable) the EU General Data Protection Regulation (GDPR) and other similar laws. The Customer is responsible for ensuring that it has all necessary rights and consents to provide any personal data to the Provider for processing under the Agreement. The Provider will use such personal data only for the purposes of performing its obligations and providing the service in accordance with this Agreement and the Customer's instructions.

· Data Security Measures: The Provider will implement and maintain commercially reasonable administrative, technical, and physical security measures designed to protect the confidentiality, integrity, and availability of Customer data (including personal data) stored on the SaaS Product. These security measures include access controls, encryption or pseudonymization of data where appropriate, regular data backups, and other industry-standard practices to prevent unauthorized access or disclosure of data. The Customer understands that, despite these measures, no cloud service or data transmission can be guaranteed to be 100% secure, and therefore the Customer will also take

appropriate steps to secure its account (such as protecting login credentials as described in Section 2).

· Data Subject Rights and Cooperation: If the Customer is subject to data protection laws that grant individuals certain rights with respect to their personal data (for example, rights to access, correct, or delete personal information), the Provider will reasonably assist the Customer in fulfilling its obligations to respond to such data subject requests, to the extent the Provider has access to the relevant personal data. For instance, the Provider may assist by providing tools or functionality within the SaaS Product for the Customer to retrieve or delete specific data, or by processing a documented request from the Customer to export or remove data associated with a particular data subject. The Customer is responsible for verifying the requester's identity and authority for any data subject request and for determining what actions to take.

· Data Processing Addendum: If required by law or upon the Customer's request, the parties shall enter into a separate Data Processing Addendum (DPA) or similar agreement that outlines each party's obligations regarding the processing and protection of personal data in connection with the SaaS Product. In the event of a conflict between this Agreement and an executed DPA, the DPA will control with respect to the handling of personal data.

10. Force Majeure

· No Liability for Force Majeure Events: Neither party will be liable for any failure or delay in performing its obligations (except for payment obligations) due to causes beyond its reasonable control. Events beyond a party's reasonable control ("Force Majeure" events) include, but are not limited to: natural disasters (e.g., earthquakes, floods, hurricanes), acts of war or terrorism, civil unrest, strikes or labor disputes not involving the party's own workforce, governmental regulations or orders, epidemics or pandemics, power or internet service interruptions not caused by the party, or other events of a magnitude or type for which precautions are not reasonably practicable. The affected party shall not be deemed in breach of this Agreement to the extent its performance is prevented or delayed by a Force Majeure event, provided that the party complies with the following:

· Notice and Duty to Mitigate: The party affected by a Force Majeure event shall give prompt notice to the other party (when feasible) describing the nature and expected duration of the event and its impact on performance. The affected party shall use diligent efforts to mitigate the effects of the Force Majeure event and to resume full performance as soon as reasonably possible.

· Extended Force Majeure: If a Force Majeure event continues for an uninterrupted period exceeding thirty (30) days, either party may terminate this Agreement by giving written notice to the other party, without liability (except that the Customer will remain responsible for payment of any fees for services provided up to the effective date of termination).

11. Governing Law and Dispute Resolution

· Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL) does not apply to this Agreement.

· Jurisdiction and Venue: The parties agree that any legal action or proceeding arising out of or related to this Agreement or the use of the SaaS Product shall be brought exclusively in the state or federal courts located in the State of Delaware. Each party consents to the exclusive jurisdiction of such courts and waives any objection (such as inconvenient forum) to the venue of any such action. Notwithstanding the foregoing, the Provider may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

· Dispute Resolution and Mediation: In the event of any dispute, claim, or controversy between the parties arising out of or relating to this Agreement or the SaaS Product, the parties agree to first attempt to resolve the dispute informally through good-faith negotiations. If the dispute is not resolved through negotiation within a reasonable time (for example, within 30 days from the initial notice of dispute), either party may request to engage in mediation to facilitate a resolution. Mediation shall be conducted by a neutral

third-party mediator mutually acceptable to both parties. The mediation will take place in a mutually agreed location (or virtually) and in the English language. The parties agree to participate in the mediation in good faith and share the costs of mediation equally. If the dispute is not resolved through mediation within a reasonable time, either party may pursue any remedies available to it under law, including litigation.

· Costs of Dispute Resolution: Each party shall bear its own legal fees and costs in connection with any dispute resolution proceedings, including negotiation, mediation, and litigation, except as may be otherwise awarded by a court or agreed in a settlement. This means that each party is responsible for its attorneys' fees, expert fees, and other expenses, regardless of who is the prevailing party, unless a law specifically provides for an award of fees or the parties have agreed differently.

· Waiver of Jury Trial: Each party knowingly and voluntarily waives any right to a trial by jury in any legal action or proceeding relating to this Agreement or the SaaS Product. This waiver is intended to apply to the fullest extent permissible by law.

· Language: This Agreement is written and shall be interpreted in the English language, which the parties acknowledge is the language of their legal relationship. All communications, dispute resolutions, notices, and proceedings related to this Agreement shall be conducted in English. If this Agreement is translated into another language, the English version will control in the event of any discrepancy or interpretation issues.

12. Miscellaneous

· Notices: All notices or communications required or permitted under this Agreement shall be in writing and shall be delivered to the respective parties at the addresses or contact information specified in the Service Order or as otherwise provided by the parties. Notices shall be deemed given: (a) if delivered by hand or courier, when actually received; (b) if sent by registered or certified mail (postage prepaid, return receipt requested), on the date of receipt as indicated by the signed receipt; or © if sent by email, on the date the email is sent provided no bounce-back or similar error message is received, and a copy of the notice is also sent by another method for confirmation. Either party may change its

notice address or contact by giving written notice to the other party in accordance with this section.

· Assignment: The Customer may not assign or transfer this Agreement (in whole or in part) or any of its rights or obligations hereunder to any third party without the prior written consent of the Provider. Any attempted assignment by the Customer without such consent will be null and void. The Provider may assign this Agreement or any of its rights or obligations to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and may subcontract certain obligations (such as hosting or support) to third parties, provided that the Provider remains responsible for the performance of such obligations. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

· Entire Agreement; Amendments: This Agreement (including any Service Orders or addenda incorporated by reference) constitutes the entire agreement between the Provider and the Customer with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, and communications (written or oral) between the parties regarding the same subject matter. The Customer acknowledges that it is not relying on any statement or representation outside of this Agreement (and the documents referenced herein).

· Amendments: The Provider reserves the right to modify or update the terms of this Agreement from time to time. In the event of any material changes, the Provider will notify the Customer by posting the revised Agreement on its website or through other communication (such as email or an in-app notice).

· Continued use of the SaaS Product after the effective date of any updated terms constitutes acceptance of the revised Agreement. Except for updates made by the Provider as described above, any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties.

· Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the

maximum extent permissible to effect the intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect. The parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the intended economic and legal effect of the original provision.

· Waiver: No failure or delay by either party in exercising any right or enforcing any provision of this Agreement shall constitute a waiver of that right or provision, nor will any single or partial exercise of a right preclude any further exercise of that right or any other right. To be effective, any waiver of any provision or right under this Agreement must be made in writing and signed by the party against whom the waiver is asserted. A waiver of one breach or default shall not constitute a waiver of any other or subsequent breach or default.

· Relationship of the Parties: The relationship between the Provider and the Customer is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, franchise, joint venture, fiduciary, or agency relationship between the parties. Neither party has the authority to bind or act on behalf of the other party in any way unless expressly authorized by the other in writing. Each party remains solely responsible for its own expenses, employees, and business operations.

· No Third-Party Beneficiaries: This Agreement is intended for the sole benefit of the Provider and the Customer and their respective permitted successors and assigns. Except as expressly provided herein, no other person or entity shall be considered a third-party beneficiary of this Agreement, and no third party shall have any rights to enforce any term of this Agreement.

· Headings and Interpretation: Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision. Terms such as “including” or “for example” are deemed to include the phrase “without limitation” unless the context clearly dictates otherwise. This Agreement shall not be construed in favor of or against either party by reason of the authorship or origination of any provision.

Acceptance: The Customer acknowledges that by using the SaaS Product or by paying the applicable fees, it has accepted and agreed to this Software-as-a-Service Agreement. This Agreement is effective as of the date of such acceptance and will govern the Customer's use of the SaaS Product henceforth. The Provider welcomes the Customer to the service and looks forward to a successful business relationship under these terms.