STANDARD SOFTWARE AS A SERVICE AGREEMENT

This Software-as-a-Service Agreement ("Agreement") for the ImpresaAI+ Application Suite is entered into by and between Impresa.ai Inc., a California corporation with principal offices at 47000 Warm Springs Blvd., Ste. 1, 251 Fremont, CA 94539 ("Licensor" or "Impresa"), and [CUSTOMER NAME], with principal offices at [CUSTOMER ADDRESS] ("Customer" or "Licensee"). Licensor and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The Subscription Certificate, issued upon Customer's successful order of Services, shall be effective as of the date specified therein (the "Effective Date"). By accessing or using the hosted ImpresaAI+ services (including any Updates, Upgrades or newer versions), Customer unconditionally accepts the terms of this Agreement. If Customer does not agree to these terms, Customer must not access, download, or use the Services.

WHEREAS:

A. Licensor owns and operates the proprietary, web-based ImpresaAI+ Application Suite (the "Services").
B. Customer wishes to subscribe to the Services on the terms set forth herein.
C. Licensor is willing to grant Customer a subscription license to access and use the Services in consideration for the Fees and compliance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

1. **DEFINITIONS**

"Administrator" means an employee, representative, agent or consultant of Customer expressly authorized to manage Customer's account, Users and the Services.

"Affiliate" means an entity that controls, is controlled by, or is under common control with a Party. "Control" means the power to direct management or policies, by ownership, contract or otherwise.

"Applicable Law" means all laws, regulations, rules, codes, standards and judicial or administrative orders applicable to the Services or Customer's use thereof.

"Customer Data" means all data, text, images, audio, video or other content uploaded, submitted or generated by Customer or its Users through the Services.

"Documentation" means the online user manuals, help files and other descriptive materials made available by Licensor to Customer.

"Subscription Certificate" means the document delivered by Licensor identifying the Services subscribed, licensed units (if any), Subscription Term, Fees, and other specifics of Customer's subscription.

"Services" means the hosted ImpresaAI+ software applications and related online services made available by Licensor to Customer under this Agreement.

"Subscription Term" means the period set forth in the Subscription Certificate during which Customer is entitled to access and use the Services.

"User" means an individual Customer or Administrator authorizes to access the Services.

2. GRANT OF SUBSCRIPTION; PROVISION OF SERVICES

2.1 **Subscription License**. Subject to payment of all Fees and compliance with this Agreement, Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable subscription right, during the applicable Subscription Term, to access and use the Services solely for Customer's internal business purposes. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users compliance with this Agreement and Customer's applicable Order or SOW.

2.2 **Hosting and Access**. Licensor will host, maintain, manage and operate the Services and make them available via the internet to Customer's Administrators and Users. Access credentials will be provided by Licensor.

2.3 **Updates and Upgrades**. Licensor may, at its discretion, provide Updates, Upgrades, bug-fixes or enhancements to the Services, all of which shall be deemed part of the Services and be subject to the terms of this Agreement.

3. USE OF SERVICES; RESTRICTIONS

3.1 **Authorized Use**. Customer shall use the Services and any data generated thereof only for the purposes agreed with Licensor and not for personal, family or household use.

3.2 **Restrictions**. Customer shall not, and shall not permit any third party to:
(a) copy, modify, create derivative works of, or reverse engineer the Services;
(b) sublicense, sell, lease, rent, distribute or otherwise make the Services available to third parties (including on a service-bureau, cloud, or SaaS basis);
(c) remove or obscure Licensor's proprietary notices;
(d) bypass or breach any security mechanisms;
(e) use the Services in violation of any Applicable Law or third-party rights;
(f) upload or transmit any unlawful, infringing or harmful content; or
(g) otherwise use the Services beyond the scope of this Agreement.

3.3 In addition to the above, Customer may not, and may not cause, aid, abet or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk

mail, spam or chain letters; infringe property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose any performance or vulnerability testing of the Services without Impresa's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services.

3.4 **Third-Party Services**. Certain features may integrate with third-party hardware or software. Customer shall procure and maintain such third-party services at its own expense.

3.5 **Usage Monitoring**. Licensor may monitor Customer's usage to verify compliance with any usage limits set forth in the Subscription Certificate.

3.6 In addition to other rights that Impresa has in this Agreement and Customer Order, Impresa has the right to take remedial action if any of he above is violated, and such remedial action may include, without limitation, removing or disabling access to material that violates the policy and/or terminating the Customer's Services.

3.7 **HIPAA**. Unless otherwise specified in Customer's Estimate/Order Form, Customer agrees that: (i) Impresa is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Cloud Service may not be used to store, maintain, process or transmit protected health information ("PHI"); and (iii) the Cloud Service will not be used in any manner that would require Impresa or the Cloud Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

4. HOSTING; IMPLEMENTATION

4.1 **Licensor Responsibility**. Licensor shall host, secure, back up and maintain the Services; Customer shall not be responsible for on-premises installation of software.

4.2 **Customer Support**. Any implementation, configuration or custom development requested by Customer shall be provided under a separate professional services agreement at Licensor's then-current rates.

5. DATA PROTECTION & COMPLIANCE

Customer shall comply with GDPR, CCPA and all applicable data protection laws. Licensor shall implement reasonable technical and organizational measures to protect Customer Data in accordance with Licensor's published security policy.

6. **FEES, PAYMENT AND AUDITS**

6.1 **Fees and Taxes**. Customer shall pay Licensor the subscription fees specified in the Subscription Certificate ("Fees"). Unless otherwise stated, Fees are payable in advance and non-refundable. Impresa fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Impresa's net income.

6.2 **Payment Terms**. All invoices are due thirty (30) days from invoice date. Customer shall bear all taxes (other than Licensor's income taxes).

6.3 **Fee Increases**. Licensor may increase Fees upon thirty (30) days' prior notice to Customer.

6.4 **Audit Rights**. Licensor may audit Customer's usage of the Services to confirm compliance with licensed units and usage terms. If Customer's actual usage exceeds the licensed units, Customer shall pay for the excess at Licensor's then-current rates.

7. **TERM AND TERMINATION**

7.1 **Term**. This Agreement is valid for the Order (including SOWs) which this Agreement accompanies. The initial service period of the Services procured by Customer shall continue for the Term applicable to such Services specified in the applicable Order. In the event that all of Customer's Orders for Services placed under this Agreement expire or terminate, this Agreement shall similarly expire or terminate. If Customer has not entered into an Order with Impresa regarding renewal of Customer's Services prior to the expiration of the initial Term or then-current renewal Term of such Services, then the subscription term for such Services shall be automatically renewed for the same term as the initial order or then-current renewal Term unless either party provides written notice of non-renewal to the other at least thirty (30) days before expiration of the applicable initial Term or then-current renewal Term.

7.2 **Suspension.**
7.2.1 **Suspension for Delinquent Account**. Impresa reserves the right to suspend Customer's access to and/or use of the Services if any payment is due but unpaid.
7.2.2 **Suspension for Ongoing Harm**. Impresa may suspend Customer's or Users' access to, or use of, the Services if Impresa believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Customer or Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Impresa will provide Customer with advance notice of any such suspension. Impresa will use reasonable efforts to re-establish the Services promptly after Impresa determines that the issue causing the suspension has been resolved. During any suspension period, Impresa will make Customer Data (as it existed on the suspension date) available to Customer. Any suspension under this Section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

7.3 **Termination for Cause**. If either Customer or Impresa breaches a material term of this Agreement or any Order or SOW and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any Order or SOW, the Order and any applicable SOW under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and all Orders and SOWs that have been placed under the Agreement. If Impresa terminates any Orders as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Orders and SOWs plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if it is in breach under this Agreement, Customer may not use those Services ordered.

7.4 **Effect of Termination**. Upon termination or expiration: (a) Customer's access to the Services shall cease; (b) all unpaid Fees shall become immediately due; and (c) Customer shall return or destroy all copies of Licensor's Confidential Information.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 **Reservation of Rights**. Licensor retains all right, title and interest in and to the Services, Documentation and all Provider IP. No rights are granted to Customer except the subscription rights expressly set forth herein. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by Impresa) and anything developed or delivered by or on behalf of Impresa under this Agreement (including without limitation Deliverables) are owned exclusively by Impresa or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Customer grants Impresa a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Services. Any rights in the Services or Impresa's intellectual property not expressly granted herein by Impresa are reserved by Impresa.

8.2 **Feedback**. Customer hereby grants Licensor a perpetual, irrevocable, royalty-free, worldwide license to use any suggestions or feedback provided by Customer.

9.   TERMS OF SERVICE

9.1 **Accuracy of Customer's Contact Information**. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

9.2 **Notice**. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Impresa or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: 47000, Warm Springs, Bvld., Ste1, 251 Fremont, CA - 94539, Attention: General Counsel, Legal Department.

9.3. **Users:** Passwords, Access and Notification. Customer shall authorize access to the Cloud Service and may assign or select unique passwords and user names as applicable. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Cloud Service or under Customer's account. Impresa will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Service and shall promptly notify Impresa of any unauthorized access or use of the Cloud Service and any loss or theft or unauthorized use of any User's password or name and/or Cloud Service account numbers.

9.4. **Transmission of Data**. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Cloud Service. Customer is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to utilize the Cloud Service. Customer expressly consents to Impresa's interception and storage of Electronic Communications and/or Customer Data as needed to provide the Services hereunder, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Impresa. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting Impresa's applicable obligations under the Security or Confidentiality Sections of this Agreement, Impresa is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Impresa, including, but not limited to, the Internet and Customer's local network.

9.5 **Third-Party Applications**.

9.5.1 The Services may enable Customer to link to, transfer Customer Data to, or otherwise access, Third Party Applications. Impresa does not control and is not responsible for Third Party Applications, regardless of whether or not such Third Party Applications are provided by a third party that is a member of an Impresa partner program or otherwise designated by Impresa as "certified," "approved" or "recommended. If Customer installs or enables Third Party Applications for use with the Cloud Service, Customer agrees that Impresa may enable such third party providers to access Customer Data for the interoperation of such Third Party Applications with the Cloud Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications. Customer is solely responsible for complying with the terms of access and use of Third Party Applications, and if Impresa accesses or uses any Third Party Applications on Customer's behalf to facilitate performance of the Cloud Services, Customer is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Customer, is authorized by the terms of access and use for such services. If Customer transfers or causes the transfer of Customer Data from the Cloud Services to a Third Party Application or other location, that transfer constitutes a distribution by Customer and not by Impresa.

9.5.2. Any Third Party Applications Impresa makes accessible are provided on an "as-is" and "as available" basis without any warranty of any kind. Impresa disclaims all liabilities arising from or related to Third Party Applications. Impresa shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Cloud Service.

9.5.3 Security. Impresa shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data.

10. DATA PRIVACY AND SECURITY

Customer Data remains Customer's sole property. Licensor may process Customer Data solely to provide the Services. Licensor shall maintain Customer Data in confidence and only disclose as required by law, promptly notifying Customer when permitted.

11. WARRANTIES

11.1 **Limited Warranty**. Licensor warrants that the Services will materially conform to the Documentation during the Subscription Term. If the Services fail to conform,

Licensor's sole obligation is to correct the non-conformity or, if unsuccessful, terminate the subscription and refund any prepaid, unused Fees.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.3 IMPRESA DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT IMPRESA WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. IMPRESA IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

12. **INDEMNIFICATION**

12.1 If a third party makes a claim against either Customer or Impresa ("Recipient" which may refer to Customer or Impresa depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either Customer or Impresa ("Provider" which may refer to Customer or Impresa depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

b. gives the Provider sole control of the defense and any settlement negotiations; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

12.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property. rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Impresa's ability to meet

obligations under the relevant Order, then Impresa may, upon 30 days prior written notice, terminate the Order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then Impresa may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

12.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or the User Guides; or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Impresa will not indemnify Customer to the extent that an infringement claim is based on a Third Party Application or any Material from a third party portal or other external source that is accessible or made available to Customer within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

12.4 This Section 12 provides the parties' exclusive remedy for any infringement claims or damages.

13.   LIMITATION OF LIABILITY

13.1 **Exclusion of Damages**. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

13.2 **Liability Cap**. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IMPRESA AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S ORDER OR SOW, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER CUSTOMER'S ORDER OR SOW FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

14.   CONFIDENTIALITY

14.1 **Confidential Information**. "Confidential Information" has the meaning set forth in Section 1. Each Party shall maintain the other's Confidential Information in confidence, use it only to perform its obligations, and disclose it only to those with a need to know under similar confidentiality obligations. A party's Confidential Information shall not

include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

14.2 **Permitted Disclosure**. A Party may disclose Confidential Information if required by law, provided it gives prompt notice to the other Party and cooperates to limit disclosure.

14.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Impresa will protect the confidentiality of Customer Data residing in the Cloud Service for as long as such information resides in the Cloud Service. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Impresa will protect the confidentiality of Customer Data residing in the Services in accordance with the Impresa security practices applicable to Customer's Order as described in this Agreement.

14.4 **Return or Destruction.** Upon termination or expiration, each Party shall promptly return or destroy the other's Confidential Information and certify destruction in writing.

15.   MISCELLANEOUS

15.1 **Governing Law and Dispute Resolution**. This Agreement shall be governed by California law. Any dispute shall be resolved by arbitration under the International Centre for Dispute Resolution's International Arbitration Rules, seat in San Francisco, California, in English. Either Party may seek injunctive relief in any court of competent jurisdiction.

15.2 **Export**.
15.2.1. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer and Impresa each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
15.2.2. Customer acknowledges that the Services are designed with capabilities for Customer and Customer Users to access the Services without regard to geographic location

and to transfer or otherwise move Customer Data between the Services and other locations such as User workstations. Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Customer Data.

15.3 **Relationship of Parties**. The Parties are independent contractors. Nothing herein creates a partnership, joint venture, agency or employment relationship.

15.4 **Assignment**. Neither Party may assign this Agreement without the other's prior written consent, except to an acquirer of all or substantially all of its assets or equity.

15.5 **Force Majeure**. Neither party shall be liable for loss, delay, nonperformance (excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Impresa employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

15.6 **Severability**. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach.

15.7 **Entire Agreement**. This Agreement and the Subscription Certificate constitute the entire agreement and supersede all prior agreements relating to the Services.