

MASTER SUBSCRIPTION AGREEMENT (MSA)

This Master Subscription Agreement (this “**Agreement**”) between **Octai, Inc.**, a Delaware corporation, with its principal place of business located at 16192 Coastal Hwy, Lewes, Delaware 19958, County of Sussex (“**Octai**” and “**Company**”) and the customer (“**Customer**”). This Agreement is effective as of the date that the Customer sign up (“**Subscription**”) for any Service online or submits an Order form (“**Order**”) that references this Agreement. (the “**Effective Date**”).

By accepting this Agreement (“**Agreement**”), either by clicking a box indicating the acceptance, executing an Order or other document that references this Agreement, by using (or making any payment for) the Services, or by otherwise indicating Customer’s acceptance of this Agreement.

1. DEFINITIONS

Affiliate means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where “**control**” means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

Customer Data means all data stored by or on behalf of Customer or at Customer’s direction in the Services. Company sometimes may refer to “User Content” in its policies and documentation. To the extent User Content is stored in or transferred into a Customer used Services, such User Content shall be considered Customer Data.

Company Software: shall mean any software, application, or intellectual property which is owned, developed by, or developed for the Company.

User: shall mean a natural and/or legal person permitted to use the Company Software under this Agreement.

Support: assisting Users in understanding and effectively using the Services and Company Software. This may involve answering inquiries, troubleshooting problems, and providing guidance on the functionalities and features of the Company Software and Services.

Order means each order and Order Form for the purchase of software or Services including the Subscription Plans, subject to approval by the Octai.

Order Form means any ordering documentation or online sign-up or subscription pages, regardless of form, agreed to between the parties which sets forth the Services accessed by the Customer and any relevant pricing. Multiple Order Forms may be entered into under this Agreement.

Services means the Octai’s online software as a service (“**SaaS**”) platform, services and features products stated in the Order including all additions and modifications made by Octai from time to time in accordance with this Agreement and Subscription Plans.

Subscription Term means the period of Customer’s subscription to the Services that is stated in the Order.

Subscription Plans means the different service tiers offered by the Company, each featuring a unique array of features, usage limits, and prices. These plans are specifically detailed in the associated Order Form. The Subscription Plan chosen by the Customer dictates the specific Services the Customer is entitled to, along with their respective costs during the Subscription Term. The terms, conditions, and restrictions of the chosen Subscription Plan, as included in the Order Form, govern the Customer's use of the Services.

2. SERVICES

- 2.1. Customer may subscribe to Services by either executing an Order Form or either by clicking a box indicating the acceptance. Unless otherwise specified, all Order Forms shall be governed by this Agreement. In the event of a conflict between this Agreement and an Order Form, the Order Form shall apply.
- 2.2. The Customers grants access to the Services pursuant to Subscriptions. Subscriptions will be for the Subscription Term agreed to in the applicable Order Form. Unless otherwise provided for in an Order Form, each Order Form shall automatically renew for a period equal in duration to the then expiring Subscription Term unless either Party notifies the other in writing of its intent not to renew the applicable Order Form at least sixty (60) days prior to the end of the then-current Subscription Term.
- 2.3. Subject to the terms of this Agreement and Customer's payment of all Subscription Fees shall and compliance with this Agreement, The Company grants to Customer, for the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use the Services for the Customer's internal business use and the purpose of the Services. The Customer is responsible for its employees, agents and independent contractors and its Authorized Users.
- 2.4. Additionally, The Company may offer consultancy or other services, subject to mutually agreed-upon terms and conditions. These services may be detailed in separate service agreements or addendums and will be supplementary to this Agreement. Any conflict between the terms of this Agreement and those specified in the custom consultancy or other services agreements shall be resolved in favor of the specific agreements related to those services.
- 2.5. Furthermore, The Company retains all rights, title, and interest in the Services and any related materials, including but not limited to intellectual property rights, proprietary information, and trade secrets. The Customer shall not reproduce, modify, distribute, display, or create derivative works based on the Services or any part thereof unless expressly permitted in writing by The Company.
- 2.6. Any additional features, functionalities, or modifications to the Services requested by the Customer that are beyond the scope of the standard offering may be subject to additional fees and will be outlined in a separate agreement between The Company and the Customer.
- 2.7. This clause shall be an integral part of the existing Agreement between the Customer and The Company and shall be effective as of the date of incorporation into the Agreement.

3. AUTHORIZED USERS

3.1. Customer may permit its employees, agents and independent contractors (“**Authorized Users**”) to use the Services for the same purposes permitted for Customer under Section 2.3 provided that:

- a) only Customer may bring actions against Octai for any losses, damage or liabilities suffered or incurred by any Affiliate or Authorised User and Customer shall procure that no Affiliate or Authorised User commences or maintains any claim against Octai for any matter arising in connection with this Agreement (whether founded on breach of contract or tort or any other legal theory); and
- b) Customer shall procure that all Authorized Users comply with the terms of this Agreement and shall remain liable for all acts and omissions of its Affiliates or Authorized Users.

4. RESTRICTIONS ON USE

4.1. Except as expressly permitted in this Agreement, Customer shall not, and shall not permit any third party to, except as permitted under this Agreement:

- a) License, sub-license, sell, transfer, distribute, share, rent, lease, or otherwise permit third parties to use Services,
- b) use the Services other than in accordance with the Subscription Plan and Order Form,
- c) attempt to copy (other than for backup purposes where this is not an agreement for SaaS), modify, create derivative works from, or distribute any part of the Services,
- d) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Services (except to the extent this restriction is prohibited by applicable law,
- e) access any part of the Services in order to build a competing product or service; use the Services to provide services to third parties;
- f) use the Services to transmit any content that is offensive, harassing, libelous, abusive, threatening, harmful, or otherwise objectionable,
- g) use the Services in a manner that violates or attempts to circumvent applicable law,
- h) license, lease, transfer, assign, disclose, or otherwise commercially exploit the Services; or,
- i) modify any proprietary rights notices that appear in the Services.

5. SUPPORT AND AVAILABILITY

5.1. The method and means of providing the Services shall be under the exclusive control, management, and supervision of the Company. The Company will comply with all laws

applicable to the Company's role as a SaaS provider. The Company may modify or update the Services from time to time in its sole discretion.

- 5.2. Each entity Party solely manages and maintains its own IT infrastructure, encompassing computing devices, servers, software solutions, databases, digital systems (including those for managing databases), and networks, regardless of whether these are directly operated by the entity itself or via third-party services.
- 5.3. Subject to payment of all Subscription Fees and compliance with this Agreement, The Company will provide technical support to the Customer via electronic in working hours, 5 days a week. You may initiate by messaging in the support team within the application, or any time by emailing support@octai.com.

6. INTELLECTUAL PROPERTY RIGHTS AND LICENCE GRANT

- 6.1. The Company and its licensors retain all right, title, interest and ownership of the documentation, API, usage data, the Company's websites, Services, and all deliverables created by the Company and delivered to Customer, including all Intellectual Property Rights therein (the "**Company IP**"). No ownership rights in the Company IP are transferred to Customer by this Agreement. Customer does not have any rights in or to the Company IP except for the limited express rights granted in this Agreement.
- 6.2. Customer and its licensors own the Customer Data, including all intellectual property rights therein. No ownership rights in the Customer Data are transferred to the Company by this Agreement. Customer hereby grants Company a worldwide, non-exclusive, irrevocable, royalty-free, fully-paid, sublicensable (to Octai's third-party service providers) license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data in connection with its provision of the Services to Customer.
- 6.3. The Customer grants Octai the right to use its logo and company name for marketing and promotional purposes on Octai's website, marketing materials, and other promotional channels during the term of this Agreement.
- 6.4. The Customer agrees that Octai may, in order to provide the Software Services and perform its other obligations with respect to a Subscription, store, transform, transmit and otherwise use both the Input Data and the Output Data on a non-exclusive basis.
- 6.5. The Customer further agrees that Octai may: (a) create Aggregated Data (providing that Octai must ensure that the Aggregated Data does not include any Customer Personal Data and does not contain any information enabling the identification of the Customer); and (b) use Aggregated Data for the purpose of providing information and/or services to the Customer and to third parties, and distribute, adapt, publish and otherwise use, and permit third parties to use, the Aggregated Data as Octai sees fit without restriction.

7. USAGE DATA

- 7.1. The Company is permitted to:

- a. collect, analyze, and utilize Usage Data for internal business purposes such as security, analytics, service improvement, and other related developmental purposes linked to the Services or other Company offerings, and
- b. disclose Usage Data only in an aggregate or anonymized form that does not reveal the identity of the Customer or any of its Users.

8. FEES, PAYMENT AND TAXES

- 8.1. The relevant Subscription Fees for Customers' subscription are determined as per the details in the Order Form. Unless otherwise specified in an Order Form, the Subscription Fees applicable to any renewal Subscription Term shall be the Company's standard Subscription Fees for the applicable Subscription Plan in effect at the time such subsequent Subscription Term commences.
- 8.2. Except in instances of uncured material breach of this Agreement by the Company, all Subscriptions are non-cancellable and Subscription Fees are non-refundable. The Customer acknowledges and consents that exceeding the usage allowed by their Subscription and Subscription Plan may result in: (i) the necessity to upgrade their Subscription Plan or procure additional usage to continue accessing and utilizing such feature(s); and (ii) the Company having the right to disable or degrade performance of such features.
- 8.3. Unless otherwise noted in an Order Form, Subscription Fees are due in full at the point of purchase. In the event of non-payment or late payment of any Subscription Fees, the Company reserves the right to: (i) suspend the Customer's access to the Services; (ii) terminate this Agreement or the relevant Order Form; or, (iii) continue providing the Services for a duration solely determined by the Company, expecting full and timely payment by the Customer.
- 8.4. The Customer is accountable for all taxes linked to their subscription, unless otherwise stated. Subscription Fees quoted do not include any taxes, fees, or levies, including value-added and withholding taxes. If legally obliged, the Company will invoice the Customer for these taxes, unless a valid tax exemption certificate is provided by the Customer. The Customer is not responsible for any taxes levied on the Company's income.

9. CONFIDENTIALITY & PRIVACY

- 9.1. Each party in the role of recipient agrees to take adequate measures to safeguard the Discloser's Confidential Information, and pledges not to use (except as expressly allowed by this Agreement) or disclose to any third party any Confidential Information. Notwithstanding any clause in this Agreement, the Recipient may share the Discloser's Confidential Information, in part or whole, (i) with its employees, officers, directors, consultants, and professional advisors (such as attorneys, auditors, financial advisors, accountants and other professional representatives) who are bound by legal or ethical duties to maintain confidentiality consistent with this Agreement, and (ii) when mandated by law. If a legal requirement to disclose arises, and where permitted by law, the Recipient will (a) inform the Discloser in writing beforehand, (b) allow Discloser the opportunity to challenge such disclosure, and (c) make reasonable efforts to limit the scope of the disclosure. Recipient assumes responsibility and liability for its employees'

and representatives' adherence to this Section 6, as though their actions or omissions were the Recipient's own. This obligation will cease to apply to any Confidential Information seven years following its disclosure (or, with regard to trade secrets, once such Confidential Information is no longer classified as a trade secret under relevant law).

9.2. This Agreement incorporates Octai's Data Processing Agreement ("**DPA**") when Data Protection Law applies to your use of the Services to process Customer Data.

10. WARRANTIES

10.1. Octai warrants that the during the applicable Subscription Term:

- a) the Services will function substantially in accordance with this Agreement and Subscription Plans;
- b) this Agreement, the Order Form, and the Subscription Plans will provide an accurate description of the relevant administrative, physical, and technical safeguards for the security, confidentiality, and integrity of Customer Data in all material respects.

10.2. These warranties under this Section 9.1 will not apply if the Customer fails to notify the Company in writing within thirty (30) days upon discovering any such breach. In case of a breach of the warranty in Section 9.1 by the Company, the Company will either: (1) adjust the Services to enable them to perform substantially according to the Documentation at its own expense; or (2) terminate this Agreement and refund to the Customer any Subscription Fees paid for unprovided Services. This is the sole remedy for the Customer and the only liability for the Company. The Customer represents and warrants to the Company that: (1) the Customer has the required and proper rights and consents to effectively authorize and permit the Company to use and process the Customer Data according to this Agreement, and such use by the Company of Customer Data does not and will not infringe or violate any third-party right, including any Intellectual Property Right or privacy right; and (2) the Customer will use the Services in compliance with the Documentation and applicable law.

11. INDEMNIFICATION

11.1. The Company will defend and indemnify the Customer against any claim that the Services infringe third party Intellectual Property Rights (a "Claim"), and also cover costs awarded against the Customer due to such a Claim. The Company may modify the Services, secure a license, or replace the Services to resolve any infringement issue. If these are not viable, the Company may end this Agreement and refund Subscription Fees for Services not provided.

11.2. The Company's liability under Section 10.1 does not apply to any Claim resulting from the Customer's breach of this Agreement, continued use of infringing Services after notice, use of the Services with other non-recommended products, specific requirements from the Customer, breach of this Agreement, or unauthorized modifications to the Services.

11.3. The Customer will defend and indemnify the Company from any losses due to (1) the Customer's infringing use of the Services, excluding Claims under Sections 10.1 and 10.2; (2) legal or privacy violations related to Customer Data; (3) the Company's

processing of Customer Data, unless this processing breaches this Agreement; and (4) any claim related to Customer Data.

11.4. Each party's obligations under Section 10 are valid only if the party seeking indemnification: notifies the indemnifying party of a claim promptly, lets the indemnifying party control the defense, and provides reasonable assistance for the defense.

11.5. Neither party may settle a claim that implies liability for the indemnified party without the indemnified party's written consent.

12. LIMITATION OF LIABILITY

12.1. Neither the Company nor its suppliers, officers, affiliates, representatives, contractors, or employees shall be liable to the Customer for any consequential, incidental, special, or exemplary damages arising from or related to this Agreement. This includes, but is not limited to, lost profits, business loss, or data loss, even if the Company has been advised of the possibility of such damages.

12.2. The Company's total liability arising from or related to this Agreement, irrespective of the cause (including warranty claims), whether based on contract, tort, or any other legal theory, will not exceed the Subscription Fees paid by the Customer to the Company in the twelve (12) months preceding the event that gave rise to the claim. Multiple claims will not expand this limit.

12.3. Basis of the Bargain. Each clause of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This risk allocation is reflected in the pricing offered by the Company to the Customer and is an essential aspect of the agreement between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement. The limitations in this Section 11 will apply regardless of the failure of the essential purpose of any limited remedy in this Agreement.

12.4. Applicability. In jurisdictions where exclusion or limitation of damages is not permitted, this Section 11 will apply to the Customer only to the extent allowed by applicable law.

13. NOTICES

13.1. All notices required to be given under this Agreement shall be in writing and delivered by hand, email, first class prepaid mail or recorded delivery mail.

a) Notices for Octai shall be sent to legal@octai.com or Octai Inc., 16192 Coastal Hwy, Lewes, Delaware 19958, County of Sussex

b) Notices for Customer shall be sent to the bill to address on the Order or address at the top of this Agreement.

13.2. Notice will be deemed given (i) when received, if delivered by hand or email; or (ii) the next business day after it is sent, if sent by first class prepaid mail or recorded delivery; (iii) five business days following postage if sent internationally.

14. TERM AND TERMINATION

- 14.1. This Agreement commences on the Effective Date and continues while the Customer maintains an active Subscription to the Services, or until it is otherwise terminated as outlined in this Agreement.
- 14.2. Termination of this Agreement will automatically terminate all active Order Forms, but termination of a single Order Form won't result in termination of this Agreement or any other Order Forms. Upon termination of this Agreement, or an Order Form, all rights and licenses granted by the Company to Customer under this Agreement or the relevant Order Form will cease. Termination of this Agreement by either party is without prejudice to any other remedies available at law or equity and doesn't relieve either party from liability for breaches prior to the effective termination date. Neither party is liable to the other for damages solely resulting from terminating this Agreement per its terms.
- 14.3. Either party may terminate this Agreement or any Order Form upon notice if the other party (i) breaches any material term of this Agreement and fails to remedy the breach within thirty (30) days after receiving notice thereof, (ii) ceases to function as a going concern or to conduct operations in the normal course of business, or (iii) is subject to a petition filed by or against it under any bankruptcy or insolvency laws which has not been dismissed or set aside within sixty (60) days of filing. Termination is not the exclusive remedy for a breach of this Agreement by either party. Unless specified otherwise in this Agreement, all other remedies remain available to the non-breaching party, whether or not it terminates this Agreement due to the other party's breach.
- 14.4. Upon termination of this Agreement, the Company will make all Customer Data available for electronic retrieval by the Customer for a period of thirty (30) days. After this period, the Company may delete all Customer Data, with no further obligation to continue storing such Customer Data. If the Customer terminates this Agreement due to the Company's uncured material breach, the Company will issue a pro rata refund of Subscription Fees for Services not provided. If this Agreement is terminated for any other reason, within ten (10) days after such termination, the Customer will pay the Company all remaining Subscription Fees owed through the end of the Subscription Term under any terminated Order Forms.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to events beyond its reasonable control, including but not limited to acts of God, fire, flood, war, terrorism, governmental actions, labor disputes, or any other force majeure event. The affected party shall promptly notify the other party in writing of the force majeure event and its expected impact on the performance of its obligations under this Agreement. The affected

party shall use all reasonable efforts to mitigate the effects of the force majeure event and resume performance of its obligations as soon as practicable.

17. OTHER PROVISIONS

- 17.1. Waiver. The failure of either party to enforce a breach or default of any of the provisions of this Agreement by the other party shall not be interpreted as a waiver of any subsequent breach of the same or different provisions. Nor shall any delay or omission by either party to exercise or take advantage of any right, power, or privilege that it possesses or may possess under this Agreement function as a waiver of any breach or default by the other party.
- 17.2. Invalidity and Severability. If any clause of this Agreement is deemed invalid or unenforceable by any court or administrative body with relevant jurisdiction, the invalidity or unenforceability of such clause shall not impact the other provisions of this Agreement. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 17.3. Assignment. The Customer is not permitted to transfer this Agreement without prior written approval from the Company, and any attempt to do so will be null and void. Despite this, either party may assign this Agreement to an Affiliate or in the context of a merger, acquisition, corporate reorganization, or sale of all or virtually all of its assets relevant to this Agreement. This is provided that, in the Customer's case, the Customer will be obliged to complete the Company's assignment process. This Agreement is enforceable upon and benefits the permitted successors and assigns of the parties.
- 17.4. Attorneys' Fees. In any legal action or proceeding initiated to enforce the terms of this Agreement, the winning party will be entitled to recover reasonable attorney fees and other expenses incurred in the action or proceeding, in addition to any other relief to which the winning party may be entitled.
- 17.5. Injunctive Relief. If either party breaches Sections 2 (Use of the Services) or 6 (Confidentiality), the other party could endure irreparable harm, and financial damages may not be sufficient to compensate the non-breaching party. Therefore, either party may seek injunctive or other equitable relief in response to any such breach, in addition to any other available remedies.
- 17.6. Independent Contractors. The parties agree that they are independent contractors and that neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.
- 17.7. Counterparts. This Agreement may be executed in any number of duplicates, each of which will be regarded as an original, but all of which together will constitute one single instrument.