# MASTER SUBSCRIPTION AGREEMENT ("MSA")

THIS MASTER SUBSCRIPTION AGREEMENT ("MSA") (IN THE VERSION DATED 2026-09-30) GOVERNS THE USE BY ANY PERSON OR ENTITY ("CUSTOMER") OF THE SERVICES (AS DEFINED BELOW) PROVIDED BY ADVERITY INC ("ADVERITY"). BY ENTERING A COMMERCIAL AGREEMENT (AS DEFINED BELOW) THAT REFERENCES THIS MSA, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS MSA.

Customer and Adverity may be referred to herein individually as a "Party" and collectively as the "Parties". The MSA shall enter into force upon conclusion of the Commercial Agreement.

The plain language descriptions in this MSA are for reference purposes only, and shall not in any way define, limit, or extend the scope of this Agreement.

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# Business Matters

| *Our MSA in plain language* | *Talk legal to me - here is the full text of our MSA* |
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## I. Adverity Connect Description and Subscription

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*Adverity Connect is a SaaS solution that streamlines data integration and governance processes.*

**1. Adverity Connect Description**

Adverity Connect is a SaaS (Software-as-a-Service) data Platform for connecting, managing, and using data at scale. Adverity automates complex data integration and governance processes, before transferring data to the destination selected by the Customer.

Adverity only processes the following personal data by default on behalf of the Customer: login credentials (name, email, IP-address and time-stamp) belonging to the User(s) of Adverity.

*Access to Adverity Connect is obtained through Subscriptions. Services and features can be added during the Term upon mutual Agreement.*

**2. Adverity Connect Subscription**

Adverity will provide Customer with access to the Adverity Connect as per this Master Subscription Agreement ("MSA") and the terms outlined in the Commercial Agreement for each Subscription Term.

Unless otherwise specified in the Commercial Agreement:

a. Adverity Connect is Subscription-based;
b. additional Services can be added during the applicable Subscription Term, subject to mutual Agreement.
c. any added Services will terminate on the same date as the pre-existing Subscriptions, unless agreed otherwise.

## II. The Parties' Roles and Responsibilities

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*Adverity aims for 24/7 availability, except for planned downtime and uncontrollable events, and will provide support as needed during the Subscription Term. Issues reported by Customer are resolved within timeframes as specified in the Commercial Agreement.*

**1. Adverity's Responsibilities**

a. Adverity's obligations include the following:
   i. Providing Customer Technical and User Support for Adverity Connect at no extra cost, or upgraded support if purchased.
   ii. Use commercially reasonable efforts to ensure the Adverity Connect is available 24/7, except for planned downtime or unavailability due to circumstances beyond Adverity's reasonable control, such as acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, pandemic or widespread illness as identified by the World Health Organization, strikes or other labor problems, failures, downtime or delays by an Internet service provider, hosting provider, or third-party platform, or "denial of service attacks".

b. Technical and User Support:
   i. Adverity will provide Technical and User Support as defined in the Commercial Agreement during the Subscription Term. Issues reported by Customer will be resolved within the restoration time specified in the Commercial Agreement, starting from Adverity's awareness of the issue.
   ii. Customer Support does not cover Implementation/Professional Services/Managed Services / Premium Services, programming, detailed or specialized maintenance, provision of enhancements, or support in different components that are not part of Adverity Connect.

*Here are some Do's and Don'ts to ensure Customer's full enjoyment of our Services:*

*Do's:*
- *Follow the Agreement and applicable laws.*
- *Verify data legality before sharing.*
- *Restrict access to authorized Users.*

*Don'ts:*
- *Allow unauthorized access.*
- *Sell our Services.*
- *Share illegal or malicious content.*
- *Interfere or disrupt our Services.*
- *Copy, modify, reverse-engineer our Services*

*If necessary, Adverity may check if Customer is following the terms at Adverity's expense.*

**2. Customer Responsibilities**

a. Customer is responsible for:
   i. Complying with the Agreement.
   ii. Ensuring the accuracy, quality, and legality of Customer Data and how it is obtained and shared with Adverity.
   iii. Using all reasonable efforts to prevent unauthorized access to /or use of Adverity Connect and promptly notifying Adverity of any such incidents.
   iv. Using Adverity Connect in line with the Documentation and applicable laws and regulations.
   v. Ensuring that each registration and User-Account is used exclusively by one User; sharing or transferring accounts is forbidden.

b. Customer must not:
   i. Make Adverity Connect available to anyone other than its employees or contractors who are authorized by Customer to use them.
   ii. Sell, resell, rent, or lease Adverity Connect or the right to use them.
   iii. Modify, reverse engineer, or use Adverity Connect to build competitive products.
   iv. Use Adverity Connect to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights.
   v. Use Adverity Connect to store or transmit Malicious Code.
   vi. Interfere with or disrupt the integrity or performance of Adverity Connect or third-party data contained therein.
   vii. Attempt to gain unauthorized access to Adverity Connect.
   viii. Use Adverity Connect beyond the scope permitted in writing

c. Adverity may verify Customer's compliance at its own cost. If Customer breaches any provision of this section, Adverity may, in addition to any other rights that Adverity may have under this MSA or by law, suspend Customer's access to Adverity Connect.

*Customer subscribes to Adverity Connect for their own use. However, sharing Adverity Connect-generated data with third parties through Adverity Connect features created to that effect may be allowed with mutual written consent.*

**3. Transfer of Adverity Connect**

a. Customer subscribes to Adverity Connect for its own use and shall not enable access to any third party (e.g. Customer's Clients, Customer's Affiliates, etc.), either against payment or free of charge. For such purposes, a separate Commercial Agreement or an extension of the Subscription is necessary and can be provided.
b. However, nothing in this MSA shall prevent the Customer from making any data and information obtained from Adverity Connect available to third parties via the data provisioning features or the dashboard sharing and export functionalities of Adverity Connect, if this is mutually agreed by the Parties in writing. Additional Fees may apply.

## III. Use of Artificial Intelligence

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*AI is built in, but optional. You can ask us in writing to switch it off, but then some AI features won't be available.*

*We follow the AI laws. Our AI is minimal to limited risk; we make reasonable efforts to comply with applicable AI*

**1. General**

Adverity incorporates Artificial Intelligence ("AI") and machine learning ("ML") technologies into Adverity Connect and related services. Customers may elect in writing to disable AI functionalities. Disabling AI features will restrict access to AI-powered functionalities, introduced during the term. Adverity bears no liability for any resulting limitations in platform functionality.

**2. Applicable AI Legislation**

Adverity Connect AI Functionalities are designed and operated as a minimal to limited risk AI system under applicable AI legislation. Adverity will use commercially reasonable efforts to maintain compliance with applicable AI legislation, including transparency and human oversight requirements. Customer is responsible for their own obligations under applicable AI legislation, including ensuring Customer's use of AI is not for prohibited purposes, if any.

*laws. Using it, you're responsible for your own obligations — mainly not using it for anything the law bans.*

*Third-party AI is third party`s responsibility. Some suppliers use their own AI; we don't control it, so it's your call whether it's suitable, and their terms apply.*

*Don't blindly trust output. AI can get things wrong — have a person check anything important. Our liability for AI output is capped.*

*Beta = use at your own risk. Experimental, not for critical work; we can change or withdraw it anytime, with no support or service guarantees.*

### 3. Third-Party AI

Third-party providers engaged by Adverity may independently utilise AI technologies in the delivery of their own services. Adverity does not monitor, control, or assume liability for such third-party AI. Customer is solely responsible for assessing the suitability, risks, and regulatory implications of any third-party AI in the context of its intended use. Any such use is subject to the relevant third-party provider's own terms and policies.

### 4. AI Output Liability

AI and ML technologies may produce inaccurate or unexpected outputs. Customer must not rely exclusively on AI-generated outputs for decisions of material significance without independent human verification. Adverity's total liability in connection with AI or ML outputs is subject to the limitations set out in Section IX of this Agreement.

### 5. Beta features

Beta features are provided on an "as is" and "as available" basis. Beta features must not be used for production or business-critical operations. Customer must actively monitor, validate, and control all outputs and activities of Beta Features, including any AI agent activities across third-party platforms authorised by the Customer. Adverity may modify, suspend, or discontinue any Beta Feature at any time without prior notice or liability. Beta Features are not covered by Adverity's standard support or service level commitments.

## IV. Fees and Payment

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*Customer is responsible for paying specified Fees based on Services purchased. Fees may increase annually, and Queries exceeding limits may incur higher Fees.*

### 1. Service Fees

Customer is responsible for paying the Fees specified in the Commercial Agreement. Except as otherwise specified in the Commercial Agreement, Fees are based on the Services purchased and not actual usage. The Services purchased cannot be decreased during the relevant Subscription Term.

If a discounted Subscription Fee is agreed for an initial Subscription Term, the List Price applies thereafter. Additional Services purchased separately during the initial Subscription Term are billed separately and are not part of the List Price.

### 2. Price Increase

At any time after the initial 12 months, maximum once per calendar year, Adverity may, at its own discretion, increase the Fees by either 7% or the official inflation rate (based on the Consumer Price Index published in the United States by U.S. Bureau of Labor Statistics in the month preceding Adverity's notice of increase), whichever is higher, to

support Adverity's continual efforts to expand and enhance Adverity Connect. Adverity will notify the Customer about an increase in Fees 60 days in advance.

**3. Query Limit**

The number of Queries allowed for each calendar month is subject to Adverity's Fair Use Limit, which is calculated at 50 times the monthly Subscription Fee, translated into Queries (for example, EUR/GBP/USD 3000 monthly Subscription Fee = up to 150k Queries). If Customer exceeds the said monthly Fair Use Limit, Adverity will not immediately increase Customer's Subscription Fee or limit access to Adverity Connect. Adverity will evaluate Customer's requirements and assess Customer´s specific needs regularly and reserves the right to increase Fees in case of consistent overuse.

**4. Expenses**

*Adverity provides its Services remotely. In the event that Customer requests Adverity's consultants to be on-site, Customer will have to reimburse Adverity for all the travel and out-of-pocket expenses.*

Customer must reimburse Adverity for reasonable travel and other expenses related to Implementation Services, Professional Services, Managed Services or Premium Services. Travel costs shall be agreed with the Customer in advance.

**5. Invoicing and Payment**

*Adverity invoices the Customer for all Services with payment as agreed in the Commercial Agreement. Late payments may incur interest and debt collection costs, and suspension of Services may occur if payments are 30 days overdue.*

Adverity will invoice Customer for all Services in the Commercial Agreement for the initial Subscription Term and renewals as specified in the Commercial Agreement. Customer is responsible for providing complete and accurate billing and contact information to Adverity and notifying Adverity of any changes to such information.

**6. Overdue Charges**

If any amounts invoiced are not received by Adverity by the due date, then, without limiting Adverity's rights or remedies,

a. such charges may accrue late interest at the statutory commercial interest rate;
b. Adverity is entitled to a no-fault and no-damage lump-sum compensation of 40 EUR/GBP/USD for reimbursement of debt collection costs for each outstanding debt; and
c. Adverity may condition future Subscription renewals and Commercial Agreements on payment terms different than those specified in Section IV.5.

**7. Suspension and Acceleration**

If Customer is 30 days or more overdue on any payments, Adverity may, without limiting Adverity's other rights and remedies, accelerate unpaid Fees and suspend Services until payment is received. Customer will receive at least 7 days' notice before Services are suspended.

**8. Payment Disputes**

Adverity will not exercise its rights under Sections IV.6. and IV.7. if Customer is disputing charges reasonably and in good faith and cooperating to resolve the dispute. However, Customer is not entitled to offset its claims against any claim of Adverity under this MSA (or to claim any right of retention) unless Customer's counterclaim is:

a. undisputed by Adverity; or
b. confirmed by a binding court decision that cannot be appealed.

**9. Litigation Costs**

In case of litigation regarding overdue charges, the prevailing Party is entitled to reasonable legal fees and court costs.

Unless otherwise stated, *Adverity's Fees don't include taxes. Customer is responsible for paying all relevant taxes.*

*Sales and Use tax may be charged by Adverity as per applicable jurisdiction.*

**10. Taxes**

a. Unless otherwise stated, Adverity's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes").
b. Adverity will charge Sales and Use Taxes to the Customer on the provision of taxable products and services, based on Sales and Use Tax rules applicable in the jurisdiction(s) of the state(s) according to the Customer's billing address.
c. If the Customer's business activities result in the application of tax-related jurisdiction(s) of another state(s), Customer must inform Adverity thereof and provide the information and documents necessary to charge Sales and Use Taxes accordingly. Should the Customer fail to provide to Adverity with such information, Adverity will charge Sales and Use Taxes to the Customer based on the jurisdiction of the Customer's billing address.
d. Notwithstanding anything herein to the contrary, Customer hereby agrees to defend, indemnify, and hold harmless Adverity and its officers, directors, managers, employees, and agents from any and all liabilities, costs, and expenses (including reasonable attorneys' fees) in connection with any Sales and Use Taxes and related costs, interest, and penalties paid or payable by Adverity on behalf of Customer.
e. If Customer is exempt from Sales and Use Taxes in any given jurisdiction, then the Customer must provide a valid and executed exemption certificate, direct pay permit, or other such jurisdiction-approved documentation in good faith to Adverity.

## V. Term and Termination

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*The Agreement's duration depends on the Subscription Term agreed in the Commercial Agreement.*

**1. Term of Agreement**

The Term of the Agreement is governed by the Subscription granted by the Commercial Agreement. The Agreement commences on the Effective Date and remains in effect until all Subscriptions granted under the Commercial Agreement have either expired or been terminated ("Term").

*The Agreement automatically renews for equal periods unless either Party provides at least 90 days' notice before the end of a Subscription Term.*

**2. Term of Subscriptions**

Subscriptions for Adverity Connect start on the specified Subscription Start Date in the relevant Commercial Agreement and continue for the specified Subscription Term. Unless stated otherwise in the Commercial Agreement, all Subscriptions automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is longer), unless either Party gives the other notice of non-renewal at least 90 days before the end of the relevant Subscription Term.
If the Customer continually uses and pays for Adverity Connect Subscription in the absence of an automatic renewal clause, Adverity deems the Subscription to have been factually renewed as per the conditions of this Section.

*The Agreement can be terminated for cause at any time upon 30 days written notice.*

**3. Termination for Cause**

Either Party can terminate the Agreement for cause at any time, in particular:

a. upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or
b. if the assets of the other Party become the subject of a petition in bankruptcy or any other similar proceeding.

**4. Refund or Payment upon Termination**

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| | Upon Termination for Cause by Customer, Adverity refunds prepaid Fees covering the remainder of the Term after the Effective Date of Termination. Upon Termination for Cause by Adverity, Customer must pay unpaid Fees covering the remainder of the Term of all Commercial Agreements after the Effective Date of Termination. Termination never exempts Customer from paying Fees incurred before Termination. |
| | **5. Return of Customer Data**<br><br>For 30 days after Termination, Customer Data remains in Adverity Connect. After 30 days, Adverity will delete Customer Data and destroy any corresponding documents under its control unless required by law to keep the data. |
| | **6. Surviving Provisions**<br><br>Sections IV (Fees and Payment), V.4 (Refund or Payment upon Termination), V.5 (Return of Customer Data), V.6 (Surviving Provisions), VI (Intellectual Proprietary Rights), ), VII (Warranties), VIII (Indemnification), IX (Liability), XI (Mutual Confidentiality Clauses) and XII (Miscellaneous) continue in effect after termination or expiration of this MSA. |

# Legal Matters

| *Our MSA in plain language* | *Talk legal to me - here is the full text of our MSA* |
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## VI. Intellectual Property Rights

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| *Adverity Connect and any improvements to Adverity Connect belong to Adverity.* | **1. Adverity IP**<br><br>Adverity reserves all rights, title, and interest in and to Adverity Connect, including all related intellectual property rights. In addition, Adverity owns all rights, title, and interest, including all intellectual property rights, in and to any improvements to Adverity Connect or any new programs, upgrades, modifications or enhancements developed by Adverity in connection with rendering Adverity Connect to Customer, even when refinements and improvements result from Customer's request or suggestion.<br>Except for the limited rights expressly granted herein, Adverity does not transfer to Customer any proprietary right or interest in the Services. All rights not expressly granted to Customer in the Agreement are reserved to Adverity. |
| *Customer Data and reports generated from Customer Data belong to Customer.* | **2. Customer IP**<br><br>Customer owns Customer Data, including all reports, statistics, and other data to the extent generated solely from Customer Data, and all intellectual property rights therein. Notwithstanding the foregoing, Adverity shall have the right to collect and use Customer Data in relation to the provision of the Services to Customer, including in order to improve and enhance the Services.<br>Adverity may use aggregated Customer Data for commercial purposes. Aggregated Customer Data will never include personal data or company-specific data. |
| *Adverity can acknowledge Customer in lists (incl. website and press releases) as a customer. Adverity can use Customer's trademarks for the provision of Services.* | **3. Publicity; Trademarks**<br><br>During the Term, Adverity may include the name and logo of the Customer in lists (including on its website and press releases) of customers per Customers` standard logo and/or trademark usage guidelines. In addition, Adverity may use the trademarks and trade names of Customer solely in connection with its authorized provision of the Services. Except as set forth herein, neither Party may use the trademarks and trade names of the other Party without the prior written consent of the other Party. |

## VII. Warranties

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| | **1. Representations**<br><br>Each Party represents that it has validly entered into this MSA and has the legal power to do so, that the signatory of the Commercial Agreement that references this MSA has the authority to bind the applicable organization, and the Agreement constitutes the legal, valid, and binding obligation of each Party, enforceable under its terms. |
| *Adverity promises that the Services work as Adverity says they will, and there is no Malicious Code in the Services.* | 2. **Adverity Warranties**<br><br>Adverity warrants that:<br>a. Adverity Connect shall perform materially following the Documentation and as outlined in the Commercial Agreement; and<br>b. Adverity will not transmit Malicious Code to Customer, provided that Adverity is not in breach of this subpart b. if Customer uploads a file containing Malicious Code into Adverity Connect and later downloads that file containing Malicious Code.<br><br>For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Sections V.3, V.4, and V.5 above. |
| *Customer promises that the data they give Adverity is legit and Customer is not going to do anything illegal.* | **3. Customer Warranties**<br><br>Customer represents and warrants that:<br>a. Customer Data shall not infringe on any copyright, patent, trade secret, or other proprietary right held by any third party; and<br>b. Customer shall not use Adverity Connect in a manner that violates any applicable legislation or any regulation relating to individual privacy. |
| *The reports generated are based on the data Customer provides, and it's for Customer's reference only. If Customer makes any business decision based on the reports, they are still responsible for their own decisions.* | **4. Disclaimer**<br><br>a. Any (optimization) recommendations, suggestions, or forecasts created by Adverity Connect and based on the data provided by Customer are not guaranteed to be correct. Adverity makes no warranties or representations, express, implied, or otherwise regarding the accuracy, completeness, or performance of the provided information. Customer acknowledges that Adverity cannot be held liable at any time for any losses due to decisions or transactions made based on this information.<br>b. Except as expressly provided in this MSA, Adverity makes no representations, warranties, terms, conditions, or statements, express or implied, statutory or otherwise regarding any matter, including the merchantability, suitability, or fitness for a particular use or purpose, or that the operations of Adverity Connect will be uninterrupted or error-free.<br>c. Customer acknowledges that their purchases are not dependent on future features or functionality and are not influenced by any public statements, written or oral, made by Adverity regarding future features or functionality. |

## VIII. Indemnification

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*Adverity indemnifies Customer for infringement or misappropriation of a third party's IP by Averity Connect.*

**1. Indemnification by Adverity**

Adverity shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of Adverity Connect as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorneys' fees and other costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer:

a. promptly gives Adverity written notice of the Claim Against Customer;
b. gives Adverity sole control of the defense or settlement of the Claim Against Customer (provided that Adverity may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and
c. provides to Adverity reasonable assistance, at Adverity's expense. If Adverity receives information regarding an infringement, misappropriation, or other claim, Adverity may in Adverity's discretion, and at no cost to Customer
    i. modify Adverity Connect, so that they no longer infringe, misappropriate, or give rise to any other claim, without breaching Adverity's warranties under Section VII. above;
    ii. obtain a license for Customer's continued use of Adverity Connect under this MSA; or
    iii. terminate Customer's Subscriptions for Adverity Connect upon 30 days written notice and refund to Customer any prepaid Fees covering the remainder of the Term of the terminated Subscriptions.

Adverity shall have no obligation to indemnify Customer to the extent any Claim Against Customer arises from Customer's breach of the terms of the Agreement.

*Customer indemnifies Adverity for infringement of third-party IP or violation of the law resulting out of the use of Customer Data or misuse of Adverity Connect.*

**2. Indemnification by Customer**

Customer shall defend Adverity against any claim, demand, suit or proceeding made or brought against Adverity by a third party alleging that Customer Data, or Customer's use of the Services in breach of this MSA, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Adverity"), and shall indemnify Adverity for any damages, attorneys' fees and other costs finally awarded against Adverity as a result of, or for any amounts paid by Adverity under a court-approved settlement of, a Claim Against Adverity; provided that Adverity:

a. promptly gives Customer written notice of the Claim Against Adverity;
b. gives Customer sole control of the defense or settlement of the Claim Against Adverity (provided that Customer may not settle any Claim Against Adverity unless the settlement unconditionally releases Adverity of all liability); and
c. provide to Customer all reasonable assistance, at Customer's expense.

**3. Exclusive Remedy**

This Section VIII. defines the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

## IX. Liability

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*Adverity limits its liability to (1) the total of fees you have paid to us in the previous 12 months or (2) EUR/GBP/USD 50,000, whichever is higher.*

**1. Limitation of Liability**

a. General Limitation of Liability: In case of material or pecuniary damages caused by not more than ordinary negligence, Adverity and its assistants shall only be liable for breaches of essential contractual obligations, but limited to an amount of damages which could have been anticipated upon signing and which are typical for the contract.
b. Limitation of Amount of Liability: Irrespective of Section IX.1.a., Adverity's total liability in any contract year under this MSA is limited to the Fees paid by Customer in the preceding 12 months or 50,000 EUR/GBP/USD, whichever is higher.
c. Indirect Damages: Adverity is not liable for indirect, consequential damages, or loss of profit.

*Adverity is not liable for*

**2. Application of Limitations of Liability**

*indirect damages or loss of Data that Customer could have prevented.*

The limitations contained in Section IX.1. do not apply to:

a. contractual guarantees;
b. damages caused by intentional or gross negligence;
c. damages to life or limb;
d. either Party's liability for fraud, fraudulent misrepresentation, or any other liability not excludable or limitable by law.

**3. Loss of Data**

Adverity shall not be liable for any loss of, or damage to, data or programs to the extent that such loss or damage would have been avoided or mitigated by adequate preventative measures of Customer.

**4. Application of Direct Claims**

These limitations also apply to direct damage claims against Adverity's employees or representatives.

*Adverity is adequately covered by insurance.*

**5. Insurance**

Adverity undertakes to maintain adequate insurance cover for potential liability claims that may arise under or in connection with the Agreement.

## X. Subcontractors

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*Adverity may engage subcontractors while providing Services to the Customer either with Customer's consent or a written Agreement safeguarding Customer Data.*

Adverity may use subcontractors to perform the Services if:

a. Customer agrees in advance; or,
b. Adverity has a written Agreement with the subcontractor to protect Customer and Customer Data to the same extent as required by Adverity. Adverity will disclose such subcontractors to Customer upon request.

Adverity is responsible for the subcontractor's actions as if Adverity performed the Services.

## XI. Mutual Confidentiality Clauses

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*This confidentiality section includes a customary definition of Confidential Information, encompassing typical exceptions.*

**1. Definition of Confidential Information**

a. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") that reasonably should be understood to be confidential. Customer Confidential Information shall include Customer Data; Adverity Confidential Information shall include Adverity Connect; and Confidential Information of each Party shall include the terms and conditions of this MSA and all Commercial Agreements.
b. Confidential Information also includes:
    i. technical and business information of any kind, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure;
    ii. any Adverity Connect or product-related information of Adverity Platforms as well as data transferred via the Platforms.
c. Confidential Information shall not include any information that:
    i. is in possession of the Receiving Party prior to receipt from the Disclosing Party;
    ii. is or becomes publicly known, otherwise than as a consequence of a breach of this MSA;
    iii. is developed independently by the Receiving Party;
    iv. is disclosed by the Receiving Party to satisfy a legal demand by a competent court of law or governmental body or by any applicable regulatory authority or security exchange; or
    v. is disclosed to a third party pursuant to written authorization from the Disclosing Party.
    vi. consists of aggregated Customer Data in accordance with Section VI.2, and such aggregated Customer Data shall not be subject to the confidentiality obligations under this Agreement, provided that such aggregated Customer Data does not contain personal data or company-specific data.

*Both parties commit to safeguarding the Confidential Information of the other Party as if it were their own, restricting access to a need-to-know basis and to achieve the purpose of this*

**2. Protection of Confidential Information**

The Receiving Party:

a. shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care);
b. will not disclose, utilize, employ, exploit, or in any other manner use the Confidential Information

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| *Agreement.* | disclosed by the Disclosing Party for any reason or purpose other than to fulfill its (pre-contractual) obligations arising out of cooperation between the Parties;<br>c. except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, and agents who need such access for purposes consistent with this MSA and who have signed agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party shall disclose the terms of this MSA or any Commercial Agreement to any third party, other than its Affiliates and their legal counsel and accountants, without the other Party's prior written consent.<br><br>The obligations under Section XI. of each of the Parties shall continue, even if the contractual relationship between them has ended, without any restriction. Regarding the end of the contractual relationship, reference is made to Section XI.5 below. |
| *Compelled disclosure is explicitly excluded.* | 3. **Compelled Disclosure**<br><br>The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. |
| | **4. Unintentional Disclosure and Remedies**<br><br>a. If the Receiving Party discloses Confidential Information in violation of the Terms of this Section XI., the Disclosing Party shall be promptly notified of such disclosure in writing after such disclosure.<br>b. The Parties each expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and Agreements outlined in this Section XI. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Section XI. or the continuation of any such breach by the Receiving Party.<br>c. Each Party warrants that it has the right to disclose all Confidential Information that it discloses to the other Party. Each Party will indemnify and defend the other from all third-party claims resulting from the negligent or wrongful disclosure by the indemnifying Party of a third party's Confidential Information. |
| *At the request of the Disclosing Party, the Receiving Party will either return or destroy the Confidential Information.* | 5. **Request for Return**<br><br>The Disclosing Party may request in writing at any time that any Confidential Information disclosed to the Receiving Party be returned with a written statement to the effect that upon such return it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information. The Receiving Party shall comply with any such request within thirty (30) days of receipt of such request. If the Receiving Party objects to such request for return, the Confidential Information shall be destroyed upon request by the Disclosing Party. In such case, the Receiving Party shall provide the Disclosing Party with a written statement under oath certifying that the respective Confidential Information has been destroyed. |
| | **6. Proprietary Rights concerning Confidential Information**<br><br>Section VI. shall apply mutatis mutandis. |
| *Additionally, upon request, the Receiving Party will furnish the Disclosing Party with a roster of personnel* | **7. Right to Control**<br><br>The Receiving Party will provide the Disclosing Party upon request with a complete and updated list of those of its |

*who have access to the Confidential Information.*

employees and professional advisors, agents, and consultants who are or will be provided with the Confidential Information.

*Adverity will process the data Customer provides to Adverity in accordance with instructions received from Customer. As instructed, the following sub-processors will be used:*

*AWS or Google or Microsoft for hosting infrastructure; and AI functionalities*
*Snowflake for a cloud-based hosting infrastructure and data warehouse*

*Unless otherwise instructed by Customer in writing, Adverity only processes the following login credentials (name, email, IP-address and time-stamp) belonging to the User by default.*
*If you want a full data processing agreement, please refer to this link: DPA.*

**8. Processing Personal Data**

a. Adverity undertakes to only process Personal Data in accordance with Customer's instructions as detailed in the table hereunder and shall only process Personal Data to the extent necessary to fulfill its obligations under this MSA or US Data Protection Laws:
Purpose: Provide access to and enable use of the additional Services, as agreed between Customer and Adverity.
Categories of Personal Data:
- Email address
- IP Address
- Timestamps
- Name (on a voluntary basis)
- Additional Personal Data categories processed, if any.

Data Subjects:
- Authorized User(s)
- Additional Data Subjects categories processed, if any.

Processing Operations: Collect, store and process personal data to enable access to and use of Adverity Connect.

Sub-processor(s):

| ***Sub-processor*** | ***Purpose*** |
|---|---|
| **Amazon Web Services** legal entity contracting with US legal entities<br><br>**Google** legal entity contracting with US legal entities<br><br>**Microsoft Corporation**, (One Microsoft Way, Redmond, WA 98052, USA) | Hosting Infrastructure *(applicable if hosting by Data Processor)*<br><br>Enabling Adverity's AI functionalities *(applicable if the Data Controller processes personal data in Adverity Connect and shares it with the AI functionalities)* |
| **Snowflake Inc.,** (Suite 3A, 106 East Babcock Street, Bozeman, Montana 59715, USA) | Cloud-based hosting infrastructure and data warehouse for reporting and analysis *(applicable if the Data Controller processes personal data in Adverity Connect)* |
| **OpenAI Ireland Ltd** (1st Floor, The Liffey Trust Centre, 117-126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland) | Enabling Adverity's AI functionalities *(applicable if the Data Controller processes personal data in Adverity Connect and shares it with the AI functionalities)* |
| **Anthropic, PBC (**548 Market Street, PMB 90375, San Francisco, California 94104, USA) | Enabling Adverity's AI functionalities *(applicable if the Data Controller processes personal data in Adverity Connect and shares it with the AI functionalities)* |

b. Absent Customer's express request, no additional data processing terms will be incorporated in the Commercial Agreement or this MSA. At Customer's request, Adverity's standard data processing agreement will be included and form an integral part of the Commercial Agreement.

c. In the event that the Customer intends to process other categories of Personal Data with Adverity's Application Services, the parties shall agree to separate data processing terms specifically pertaining to

such Personal Data.

d. Adverity shall make available all information necessary to demonstrate compliance with this Section XI.8. and Applicable US Data Protection Laws and shall assist Customer in the performance of audits, if audits are required by Applicable US Data Protection Laws.

e. In addition to the Sub-Processors listed in Section XI.8.a hereinabove, Customer hereby authorizes Adverity to use other companies as Sub-processors, provided that (1) Adverity informs Customer by advance written notice of such Sub-processors' names and the purposes served by such Sub-processors; and (2) such Sub-processors comply with Customer's instructions and other terms contained in this Section XI. Customer at its own discretion may object with good cause to any such changes within 8 weeks after Adverity's notice.

*If you are subject to HIPAA, just ask — we will offer our Business Associate Agreement and handle protected health information in line with HIPAA once all conditions are met and it is signed. Until then, do not put PHI into Adverity Connect.*

9. **HIPAA; Business Associate Agreement**

a. If Customer is a Covered Entity or Business Associate (as defined under HIPAA) and its intended use of Adverity Connect would involve PHI, Customer may request in writing that Adverity enter into a Business Associate Agreement ("BAA"). On such request, Adverity will offer to execute its standard BAA and, from the effective date of that BAA, will handle PHI in compliance with HIPAA in its capacity as a Business Associate, provided that:
   - the Parties have signed the BAA before any PHI is submitted to or processed in Adverity Connect;
   - PHI is submitted only through the features and in the manner agreed in writing, and Customer has enabled any configuration Adverity specifies for HIPAA-compliant use;
   - Customer meets its own HIPAA obligations, including obtaining any required authorizations and limiting PHI to the minimum necessary; and
   - any additional technical requirements notified by Adverity for HIPAA-compliant use are agreed by the Parties.

b. The BAA governs the Parties' respective HIPAA obligations and prevails over this MSA to the extent of any conflict regarding PHI. Until a BAA is signed, Customer must not submit PHI to Adverity Connect and Adverity has no HIPAA obligations.

## XII. Miscellaneous

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1. **Notice**

*All notices will be made in writing (email suffice).*

Except as otherwise specified in this MSA, all notices hereunder shall be in writing (email suffice).
If to Adverity, billing related notices to Adverity shall be addressed to AR@adverity.com and legal notices, such as notices of termination shall be addressed to contracts@adverity.com. All other notices to Adverity shall be addressed to the relevant Account Manager designated by Adverity.

If to Customer, billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer, and legal notices, such as notices of termination or an indemnifiable claim, to Customer shall be addressed to Customer. All other notices to Customer shall be addressed to the relevant Administrator designated by Customer.

2. **Relationship of the Parties**

The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between them.

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|---|---|
| Governing law will be New York law with a forum in New York, New York The reason is that Adverity is located in New York, and as the service provider, Adverity needs to be well aware of the legal framework applying to its activities. | **3. Agreement to Governing Law and Jurisdiction**<br><br>This MSA as well as the Commercial Agreement shall be governed exclusively by the laws of the State of New York. Each Party hereby submits to the exclusive jurisdiction and venue of the courts located in New York County, New York, and each Party hereby waives any defense and agrees not to make any claim of personal jurisdiction or inconvenient forum. Each Party expressly waives any right to trial by jury. |
| *Adverity complies with all relevant export control and anti-corruption laws.* | **4. Export Control**<br><br>Adverity Connect may be subject to export control laws. Both Parties confirm they are not on any US government or EU denied-party list. Customer must not use Adverity Connect or permit Users to access Adverity Connect in US- or EU-embargoed countries or in violation of export control laws. |
| | **5. Anti-Corruption**<br><br>Adverity commits to complying with all applicable laws, including anti-corruption laws. No illegal bribes, kickbacks, or gifts have been offered to Customer in connection with this MSA. |
| | **6. No Third-Party Beneficiaries**<br><br>There are no third-party beneficiaries to this MSA. |
| | **7. Waiver**<br><br>No failure or delay in exercising any right under this MSA constitutes a waiver of that right. |
| | **8. Severability Clause**<br><br>If any provision of this MSA is or becomes invalid, the other clauses remain unaffected. The Parties will replace the invalid provision with one that aligns with their original intent. This also applies if there is an unintentional contractual gap. |
| *Customer can assign this Agreement to another entity with Adverity's consent. This is important for data protection purposes.* | **9. Assignment**<br><br>Customer can assign its rights or obligations with Adverity's written consent, which shall not be unreasonably withheld. Adverity may assign this Agreement in its entirety without consent to its Affiliate or as part of a merger, acquisition, reorganization, or sale of assets not involving a direct competitor of the other Party. |
| *This MSA and the Commercial Agreement cover the entire Agreement between the Parties.* | **10. Entire Agreement**<br><br>This MSA and connected Commercial Agreements constitute the entire Agreement regarding Customer's use of the Services, replacing all prior Agreements, written or oral. The application of any terms and conditions of Customer deviating from or exceeding these provisions is excluded. This applies even if Adverity accepts a Commercial Agreement which refers to the terms and conditions of Customer and/or the terms and conditions of Customer are attached to the Commercial Agreements, even if Adverity does not explicitly contradict such terms and conditions of Customer. |
| | **11. Amendments**<br><br>No changes to this MSA are effective unless made in writing. |
| | **12. Written Form**<br><br>Statements that must be in writing can be transmitted as scanned, personally signed documents by fax or email attachment, or digitally signed using a system such as DocuSign or equivalent, as well as electronic acceptances through click-through mechanisms in Adverity Connect, provided that such acceptance is clearly attributable to the accepting Party. Either Party may subsequently request a personally signed paper document. |

### 13. Order of Precedence

In the event of any conflicts between the Commercial Agreement and this MSA, the Commercial Agreement prevails unless otherwise required by law.

## XIII. Definitions

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**"Administrator"** means a natural person who is designated by the Customer to administer Adverity Connect on behalf of the Customer, including granting access to Adverity Connect as well as enabling features and functions on the Platform, that could incur additional costs.

**"Adverity Connect"** means a SaaS data Platform for connecting, managing, and using data at scale, which Customer orders based on a Commercial Agreement and Adverity makes available online via a password-protected customer login.

**"Affiliate"** means an affiliated entity that is directly or indirectly, through one or more intermediaries, controlled by, or is under common control with, another person or entity. The term "controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting stock, by contract, or otherwise.

**"Agreement"** means the Commercial Agreement, this Master Subscription Agreement and, if requested by and agreed to by Customer, the Data Processing Agreement (DPA), agreed between the Parties.

**"Commercial Agreement"** means the documents for placing orders for Adverity Connect hereunder that are entered between Customer and Adverity, including addenda and supplements thereto. By entering into a Commercial Agreement, an Affiliate of Customer agrees to be bound by the Terms of this Commercial Agreement as if it was an original Party hereto. This MSA forms an integral part of the Commercial Agreement.

**"Confidential Information"** shall have the meaning set forth in Section XI.

**"Customer Data"** means all electronic data or information submitted by Customer to Adverity Connect.

**"Customer Support"** shall have the meaning set forth in the Commercial Agreement and Section II of this MSA.

**"Documentation"** means online help, training, how-to documents, and explanatory materials that assist Customers in using Adverity Connect (as such materials may be updated from time to time), accessible via log-in to Adverity Connect or otherwise as made available by Adverity.

**"Effective Date"** means the date on which the Commercial Agreement is concluded between the Parties

**"Fees"** means the Fees as specified in the Commercial Agreement.

**"List Price"** means the List Price as specified in the Commercial Agreement.

**"Malicious Code"** means viruses, worms, time bombs, trojan horses, and other harmful or Malicious Code, files, scripts, agents, or programs.

**"Platform"** refers to a specific URL, provided by Adverity, where Adverity Connect is operating.

**"Query"** means a request for data from the Adverity Storage database by different means like Dashboards, Data Explorer, Data Shares, or SQL Interface. Any action that leads to viewing or changing visualized data (such as the addition or removal of a field or the application of a filter) will be deemed as a Query.

**"Services"** means Adverity Connect, Onboarding Support, Customer Support, Managed Services, Premium Services, and Professional Services collectively.

**"Subscription"** means the provision of Adverity Connect from Adverity to Customer via the Platform.

**"Subscription Start Date"** means the date on which Adverity will make Adverity Connect available to Customer as outlined in an applicable Commercial Agreement.

**"Subscription End Date"** means the date on which Adverity will withdraw Adverity Connect from Customer as outlined in an applicable Commercial Agreement.

**"Subscription Term"** means the Subscription period outlined in an applicable Commercial Agreement.

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| **"Term"** shall have the meaning outlined in Section V.1. |
| **"User"** means anyone who is authorized by Customer to use Adverity Connect. |
| **"User-Account"** means the account for the Platform, created by each User to access Adverity Connect. The User-Account is strictly limited to the use by one User. |

*Document Information*

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|---|---|
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