

Point Sigma Master Subscription Agreement

These terms govern Customer's use of Point Sigma's Services.

1 Definitions

- 1.1 "Agreement" means (a) the agreement of which these terms form a part, (b) any data sharing agreement made between the parties expressed to be a part of this Agreement and (c) any Order Form.
- 1.2 "User" is defined in the section titled "Users".
- 1.3 "Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.
- 1.4 "Customer Data" means any information transferred to Point Sigma in the course of the supply of the Services, including data loaded by the Services as a result of Customer configuring, or instructing Point Sigma to configure the Services to load such data.
- 1.5 "Data Protection Law" means any law for the protection of information about individuals, including the European Union's General Data Protection Regulation, the UK's General Data Protection Regulation and the California Consumer Privacy Act.
- 1.6 "Emergency Maintenance" means any period for which Point Sigma makes the Services unavailable where it is reasonably necessary to do so and it would not have been practical to have carried out maintenance at a scheduled time.
- 1.7 "Free Trial Period" means a period during which no fees are payable as more fully explained in the section titled "Free Trial".
- 1.8 "Order Form" means a form supplied by Point Sigma referring to these terms that has been signed by both Parties.
- 1.9 "Planned Downtime" means any period for which the Services are unavailable, where either (a) Point Sigma has given 24 hours' notice in advance that the service will be unavailable; or (b) where any service provider, such as Salesforce, on which Point Sigma relies for the provision of the Services has made their service unavailable for a pre-arranged period of time, whether as advertised publicly or by notice to its customers.

- 1.10 "Point Sigma" means Point Sigma Limited, a company registered in England and Wales with Registered Number: 12324324 and registered office: 71-75 Shelton Street, London, WC2H 9JQ, United Kingdom.
- 1.11 "Services" means hosted software applications, programming interfaces, software, mobile applications, websites and documentation, and (where applicable) support, made available by Point Sigma under this Agreement.
- 1.12 "Paid Subscription" means a subscription for use of the Services for which Customer pays a fee.
- 1.13 "Subscription Plan" means a set of conditions on the use of the Services set out in Schedule A.

2 General

- 2.1 **Acceptance of These Terms.** These terms shall come into effect when accepted by a Customer, whether by acceptance of terms presented online, by signing an Order Form or otherwise.
- 2.2 **Relationship with Order Forms.** If a Customer signs an Order Form and either (a) these terms are already in effect, or (b) the Customer subsequently indicates their acceptance of these terms (in addition to their acceptance by means of the Order Form); then if there is any contradiction between the Order Form (together with any other terms attached to it) and these terms, the Order Form shall prevail.

3 Provision of the Services

- 3.1 **License.** Subject to the terms and conditions of this Agreement, Point Sigma hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license to access and use the Services during the term of this Agreement, solely for the internal business purposes of Customer.
- 3.2 **Changes to the Services.** Point Sigma may, in its sole discretion, make changes to the Services. Where any such changes materially reduce previously documented functionality on which Customer has reasonably relied, Customer may, within 30 days of being informed of the change, terminate this Agreement early and Point Sigma shall refund, on a pro rata basis, any fees payable for the remainder of the Agreement.
- 3.3 **Future Functionality.** Customer agrees that purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Point Sigma regarding future functionality or features.

4 Free Trial.

- 4.1 **Duration of the Free Trail.** A Free Trial Period begins where the Customer obtains access to the Services and ends after 14 days unless terminated earlier by either party, which may be done by either party informing the other without advance notice.
- 4.2 **As Is.** During the Free Trial Period the Services are made available entirely on an "as is" basis with no obligation on Point Sigma to supply them and hence Point Sigma makes no promises as to availability or reliability of the Services.
- 4.3 **Multiple Trials.** If Customer terminates and then restarts a Free Trial Period, the total length of all Free Trial Periods may not exceed 14 days. Any data Customer enters into the Services, and any customizations made to the Services by or for Customer, during Customer's free trial will be permanently lost unless Customer purchases a Paid Subscription before the end of the Free Trial Period.

5 Paid Subscriptions

- 5.1 **Paid Subscriptions.** Customer may purchase a Paid Subscription either (a) through the Salesforce AppExchange or (b) by Point Sigma and Customer both signing an Order Form. In case (a) the Subscription shall start on the date when purchase is made through the Salesforce AppExchange; in case (b) on the date specified in the Order Form.
- 5.2 **Duration of Paid Subscriptions.** A Paid Subscription shall expire after one year, unless otherwise specified in an Order Form. After a Paid Subscription has expired, it will automatically renew for a period equal to the length of the expiring subscription or one year (whichever is shorter), unless either party gives the other written notice at least 30 days before the renewal takes place. Renewal of promotional or one-time priced subscriptions will be at Point Sigma's applicable list price in effect at the time of the applicable renewal.
- 5.3 **Availability.** Where Customer has a Paid Subscription, Point Sigma shall use reasonable endeavours to make the Services available to Customer but cannot guarantee that the Services will be continually available or uninterrupted. Services may be unavailable due to Planned Downtime or Emergency Maintenance.
- 5.4 **Support.** Where Customer has a Paid Subscription, Point Sigma shall provide Customer with such technical advice as may be appropriate and necessary to resolve Customer's reasonable difficulties and queries in setting up and using the Services covered by this Agreement. Support

excludes providing assistance on problems relating to Customer's computer hardware, operating systems, network, software used to access the Services (e.g., an internet browser) and assistance that is beyond the scope of the Services' intended functionality. The method and response time of support for each Subscription Plan are set forth in the section titled "Support" in Schedule A.

6 Users

- 6.1 **Users and Seats.** Each Subscription Plan permits Customer to use a number of "seats". Customer may assign each "seat" to a single individual at a time, but may from time to time re-assign a seat to a different individual. An individual to whom a seat is assigned is known as a "User".
- 6.2 **User Security.** Users are uniquely identified by a username and may access the Services using a combination of their username and a password. Customer shall ensure that (a) no two individuals share access to the Services using the same seat; (b) no User reveals their password to anyone else.
- 6.3 **User Conduct.** Customer shall be responsible for the conduct of Users and, in particular, shall ensure that their use of the Services does not put Customer in breach of any term of this Agreement (or would put the Customer in breach if it had taken an action taken by a User).
- 6.4 **Keeping Point Sigma Informed.** If Customer becomes aware of or suspects any misconduct by Users, including any action that it is supposed to prevent under the sections titled "User Security" and "User Conduct" above, then it shall notify Point Sigma promptly of that misconduct (or suspected misconduct) and shall comply with all reasonable requests by Customer in relation to the misconduct, including the supply of all relevant information to Point Sigma concerning such misconduct.
- 6.5 **Suspension.** If Point Sigma believes that any seat is being used by more than one individual at a time, or otherwise in breach of this Agreement, it may, without prejudice to any other remedy it may have under this Agreement, suspend the use of that seat until it is satisfied that permitting its use will no longer result in misuse.

7 Customer Data

- 7.1 **Security.** Point Sigma will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 7.2 **Information Contrary to Law.** Customer shall ensure that Customer Data does not contain any information that, if processed as envisaged by

this Agreement (including any use made of it by Point Sigma) would be in breach of any applicable law.

- 7.3 **Personal Data.** Customer shall ensure that Customer Data does not contain any data protected by applicable Data Protection Law, unless Customer signs a separate agreement that specifies and governs the use of such data between Customer and Point Sigma.
- 7.4 **Deletion of Offending Data.** Point Sigma may (but is under no obligation to), if it reasonable believes any Customer Data has been transferred to it in breach of the provisions of the sections titled "Information Contrary to Law" and "Personal Data" above or paragraphs (c) or (d) under "Usage Restrictions" below, delete any or all of such data without giving prior notice to Customer. Where any data is deleted under this section, Point Sigma shall, to the extent it is permitted to do so by applicable law, promptly inform Customer of the nature of, and reason for, the deletion.

8 Use of the Services

- 8.1 **Customer Responsibilities.** Customer shall be responsible for the accuracy, quality and legality of Customer Data; the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services.
- 8.2 **Backup.** It is Customer's sole responsibility to back-up Customer Data. Point Sigma has no obligation to retain or give Customer access to Customer Data through the Services following the expiration or termination of this Agreement.
- 8.3 **Usage Limits.** In addition to any other restrictions set out in this Agreement, Services are subject to usage limits depending on the selected Subscription Plan, as specified in the section titled "Limits" in Schedule A.
- 8.4 **Usage Restrictions.** Customer shall not (a) make the Services available to anyone other than Users, or use the Services for the benefit of anyone other than Customer, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, or include the Services in an outsourcing offering, (c) use Services to store or transmit material so as to infringe any third party's rights, or material that is is defamatory, or otherwise unlawful or tortious, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services or data contained therein, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, or use the Services to

access or use any of Point Sigma intellectual property except as permitted under this Agreement, (h) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (i) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, (j) modify, translate, or create derivative works based on the Services; (k) modify, remove or obstruct any proprietary notices or labels; or (l) use the Services in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with the Services.

- 8.5 **Prohibited Use.** The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Point Sigma's direct competitors are prohibited from accessing the Services, except with Point Sigma's prior written consent.

9 Payment and Fees

- 9.1 **Fees.** Customer shall pay all fees for their selected Subscription Plan as specified in the section titled "Fees" in Schedule A. Fees are based on the purchased seats and not actual usage. Fees shall be payable in US dollars. Payment obligations are non-cancellable and fees paid are non-refundable. Quantities purchased cannot be decreased during the subscription term. Customer may upgrade their Subscription Plan, or purchase additional seats (if allowed by their Subscription Plan), which will be charged pro-rated for the remainder of the then-current subscription. Point Sigma may increase its advertised fees from time to time. Any change will take effect only at the start or renewal of a Paid Subscription if, and only if Point Sigma has notified that increase to Customer at least three months in advance.
- 9.2 **Invoicing and Payment.** Customer shall make all payments via credit card unless Point Sigma has agreed that Customer may submit a valid purchase order or alternative document acceptable to Point Sigma. Customer is responsible for providing complete and accurate billing and contact information to Point Sigma and notifying Point Sigma of any changes to such information.
- 9.3 **Payment by Card.** Where Customer is to pay by credit card, it shall provide Point Sigma with valid and up to date credit card information and it authorizes Point Sigma to charge such credit card for the Services in advance for the initial subscription term and any renewal subscription term(s). If Point Sigma is unable to obtain payment by use of Customer's credit card information (whether valid or not and for whatever reason),

Point Sigma may invoice Customer for the payment of any unpaid Fees and Customer shall pay on receipt of the invoice.

- 9.4 **Payment by Other Method.** If Point Sigma has agreed that Customer may submit a purchase order (or equivalent), then, Point Sigma shall invoice Customer in advance. Invoiced fees are due 30 days from the invoice date.
- 9.5 **Suspension of Service.** If any charge owing by Customer under this agreement is 30 days or more overdue, Point Sigma may suspend the Services until such amounts are paid in full.
- 9.6 **Payment Disputes.** Point Sigma shall not exercise its rights under the "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 9.7 **Taxes.** Point Sigma's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Point Sigma has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Point Sigma will invoice Customer and Customer will pay that amount unless Customer provides Point Sigma with a valid tax exemption certificate authorized by the appropriate taxing authority.

10 Confidentiality

- 10.1 **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is either (a) designated as confidential or (b) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Point Sigma includes the Services, the terms and conditions of this Agreement, and pricing and related metrics. Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was

independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Point Sigma services.

- 10.2 **Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for the purpose of carrying out their obligations or enjoying their rights under this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.
- 10.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 that Confidential Information.
- 10.4 **Existing Confidentiality Agreements.** Where the Parties have entered into one or more existing agreements relating to confidentiality of information, the terms of this Agreement relating to confidentiality shall prevail in relation only to any disclosure of information by either Party to the other in the course of the provision or enjoyment of the Services, unless any such existing agreements specifies otherwise.

11 Proprietary Rights

- 11.1 **Ownership.** Customer shall own all right, title and interest in and to Customer Data, whether in raw form or, transformed to other representations, including, for example, graphs, recommendations or summaries. Point Sigma shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, (c) all intellectual

property and proprietary rights in and related to any of the foregoing; anything developed under the section titled "Use of Customer Data" below for Point Sigma's own use.

- 11.2 **Use of Customer Data.** Customer hereby grants to Point Sigma an irrevocable, non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit Customer Data: (a) to provide the Services to Customer during the subscription term; and (b) to monitor and improve the Services, develop new Services or any other lawful purpose, both during and after the subscription term. Where Point Sigma uses Customer Data under (b) for its own purposes it shall render such data to a form not reasonably associated or linked to Customer or any other identifiable individual person or entity.
- 11.3 **License by Customer to Use Feedback.** Customer grants to Point Sigma a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.
- 11.4 **No Other Rights.** No rights or licenses are granted except as expressly set forth herein.

12 Termination

- 12.1 **Term of Agreement.** Unless earlier terminated by one of the Parties, this Agreement shall continue until the Free Trial and all Paid Subscriptions have expired and no further Paid Subscription is due to come into force under the provisions of this Agreement (for example as to automatic renewal).
- 12.2 **Termination.** A party may terminate this Agreement for cause (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 other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.3 **Effect of Termination.** Upon termination of the Agreement, Customer shall immediately cease all use of, and all access to, the Services and Point Sigma shall immediately cease providing the Services.
- 12.4 **Surviving Provisions.** The sections titled "Proprietary Rights" "Confidentiality", "Payment and Fees", "Disclaimers", "Indemnification", "Warranties and Liability", "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "**Security**" will survive any termination or expiration of this

Agreement for so long as Point Sigma retains possession of Customer Data.

13 Indemnification

- 13.1 **Indemnification by Point Sigma.** Point sigma shall have no indemnification obligations under this Agreement.
- 13.2 **Indemnification by Customer.** Customer will defend Point Sigma against any claim, demand, suit or proceeding made or brought against Point Sigma by a third party: (a) alleging that any Customer Data or Customer's use of Customer Data with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Services in an unlawful manner or in violation of the Agreement (each a "Claim Against Point Sigma"), and will indemnify Point Sigma from any damages, legal fees and costs finally awarded against Point Sigma as a result of, or for any amounts paid by Point Sigma under a settlement approved by Customer in writing of, a Claim Against Point Sigma, provided Point Sigma (a) promptly gives Customer written notice of the Claim Against Point Sigma, (b) gives Customer sole control of the defence and settlement of the Claim Against Point Sigma (except that Customer may not settle any Claim Against Point Sigma unless it unconditionally releases Point Sigma of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Point Sigma arises from Point Sigma's breach of this Agreement.
- 13.3 **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

14 Warranties and Liability

- 14.1 **Customer's Risk.** Any use or reliance upon the Services is solely at Customer's risk. Services may contain errors, bugs and inaccuracies. Accordingly, Point Sigma shall not be responsible for any losses suffered by it as a result of Customer's use of, or reliance upon the Services or any derived results, including, for example, graphs, summaries or reports. Point Sigma does not represent the Services as providing all insights that may be desirable or required by Customer.
- 14.2 **Customer's Use.** Point Sigma does not represent or warrant to customer that: (a) Customer's use of the services will meet Customer's requirements, (b) Customer's use of the services will be uninterrupted, timely, secure or free from error, and (c) data and insights provided through the services will be accurate.

- 14.3 **Disclaimers.** Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. The services are provided “as is” and are available exclusive of any warranty whatsoever.
- 14.4 **Limitation of Liability.** In no event shall the aggregate liability of each party, whether in contract, tort or otherwise (but not including any obligation by the Customer to pay any sum to Point Sigma), arising out of or related to this agreement exceed the total amount paid by Customer for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.
- 14.5 **Maximum Liability.** In any event, Point Sigma’s liability under this Agreement shall not exceed GBP1,000.00.
- 14.6 **Exclusion of Consequential and Related Damages.** To the extent permitted by law, in no event will either party have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages or if a party’s remedy otherwise fails of its essential purpose.

15 General Provisions

- 15.1 **Governing Law and Jurisdiction.** The Agreement is governed by the laws of England and the English courts shall have exclusive jurisdiction to resolve any disputes arising as a result of or in connection with it.
- 15.2 **Subcontracting.** Customer agrees that Point Sigma may subcontract the performance of any part of this Agreement.
- 15.3 **Notices.** All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email). All notices to Customer will be addressed to the relevant Services administrator designated by Customer. All communications will be deemed to have been received on the date actually received.
- 15.4 **Publicity.** Point Sigma may identify Customer as a customer of Point Sigma and use Customer’s logo and trademark in Point Sigma’s promotional materials. Notwithstanding any other obligation of confidence under this Agreement, Point Sigma may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

- 15.5 **Assignment.** Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Point Sigma may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third party technology provider that provides features or functionality in connection with the Services shall not be deemed a sublicensee under this Agreement.
- 15.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all the counterparts shall together constitute the one agreement.
- 15.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 15.8 **Entire Agreement.** This Agreement, including any Order Forms and data sharing agreement, if applicable, constitutes the entire agreement between Point Sigma and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Titles and headings of sections of this Agreement are for convenience and cross-referencing only and shall not affect the construction of any provision of this Agreement.
- 15.9 **Events Beyond Point Sigma's Control.** Point Sigma shall not be liable for any failure of it to perform any obligation under this Agreement due to circumstances beyond Point Sigma's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other labour problem, Internet service provider failure or delay, or denial of service attack.

Schedule A: Subscription Plans

There are two Subscription Plans (“Lite” and “Standard”), described in the remainder of this Schedule.

1. Limits

The following limits apply:

Subscription Plan	Lite	Standard
Number of insights per field	5	Unlimited
Number of data sources	2	5
Number of seats	5	5 or more (a monthly fee applies to each seat above 5)
Data stored with the services	1 GB	5 GB
Data refresh frequency	Daily	Hourly
API requests	100,000 per month	1,000,000 per month

2. Support

Subscription Plan	Lite	Standard
Support	Email and Video Call, 24-hour response	Email and Video Call, 8 hour response

Support is provided between 9:00 and 17:00 UK time, Monday-Friday except England Bank Holidays.

3. Fees

Subscription Plan	Lite	Standard
Price per month	USD 100.00	USD 500.00
Price per additional seat per month	Not Available	USD 100.00