

## MAIRA's Master Services Agreement

Last updated: 8 August 2025

### 1. Background

This master services agreement (the "MSA") is entered into between Maira Labs, Co. and Subscriber (as defined below) by (i) clicking a box to confirm acceptance; (ii) execution of a Service Order Form, referencing this MSA, duly signed by Maira Labs and Subscriber, or (iii) by accepting the terms of this MSA by using free versions of the Services. The acceptance of the MSA will, together with its referenced appendices and the Service Order Form (if applicable), form the entire agreement between the Parties (the "Agreement"). Such acceptance of the Agreement will constitute the effective date of the Agreement between the Parties (the "Effective Date").

Both Maira Labs and the Subscriber are hereinafter jointly referred to as the "Parties," each being a "Party".

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### 2. Definitions

The following definitions apply in this Agreement:

- **"Affiliate"** means, in relation to a specified Person, any other Person directly or indirectly Controlled by, or Controlling, or under direct or indirect common Control with, such specified Person;
- **"Agreement"** has the meaning given to it in the background of this MSA;
- **"Control"** or **"Controlling"** means, in relation to a specified person, where a Person (or Persons acting in concert) (i) has, acquires or agrees to acquire direct or indirect control of more than fifty (50) per cent of the total voting rights conferred by all the issued shares of that specified Person which are ordinarily exercisable in a general meeting of the shareholders, (ii) has the right to nominate for election a majority of the board of directors/managers of a specified Person, or (iii) otherwise has, acquires or agrees to acquire the direct or indirect control of that specified Person (in each case whether pursuant to relevant constitutional documents, contract or otherwise). For these purposes, "persons acting in concert", in relation to a specified Person, are persons who actively co-operate pursuant to an agreement or understanding (whether formal or informal), with a view to obtaining or consolidating Control of that Person;
- **"Effective Date"** has the meaning given to it in the background of this Agreement;
- **"External Content"** means information, resources or links to websites obtained by Maira Labs from publicly available sources or its third-party content providers and made available to Subscriber through the Services or pursuant to a Service Order Form;
- **"Free Services"** means Services that Maira Labs makes available to Subscribers free of charge. Free Services exclude Services offered as a Purchased Pilot and Purchased Services;
- **"Insolvency Event"** means an event where:
  - (a) either Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts or (being a partnership) has any partner to whom any of the foregoing apply;

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- (b) either Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors, other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of either Party (being a company, limited liability partnership or partnership);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over either Party (being a company);
- (e) the holder of a qualifying floating charge over the assets of either Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of either Party or a receiver is appointed over the assets of either Party;
- (g) a creditor or encumbrancer of either Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the either Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (h) any event occurs, or proceeding is taken, with respect to either Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); and/or
- (i) either Party suspends or ceases, carrying on all or a substantial part of its business;
- **"Intellectual Property Rights"** means trademarks, database rights, service marks, trade names, domain names, get-up, logos, patents, inventions (whether or not patentable), registered and unregistered design rights, copyrights and neighboring rights, database rights, knowhow, underlying algorithms, models, data inputs, and processing methodologies as well as modifications, updates and upgrades thereof and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;
- **"Interaction Data"** means any data, which is not Subscriber Data, whereby the Subscriber or its Users interact or engage with the Services of Maira Labs, such as but not limited to, user behavior metrics, usage logs, feedback submissions, and ratings, provided that such data does not include Subscriber Data, Personal Data or Confidential Information, and is anonymized and aggregated, such that it does not directly identify the Subscriber, its Users, or any other individual;
- **"MAIRA"** means the suite of AI-powered services provided by Maira Labs, including MAIRA Agents, MAIRA Companion, MAIRA Knowledge Base, and MAIRA Radar;
- **"Maira Labs"** (also referred to as "we" and "our") means Maira Labs, Co., a corporation incorporated under the laws of Delaware with its principal place of business in the United States;
- **"Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, disrupt, or gain unauthorized access to systems, data, or software, including viruses, worms, time bombs, Trojan horses, ransomware, spyware, and other harmful or malicious software;
- **"MSA"** means this master services agreement, as defined in the background of this Agreement;
- **"Non-Maira Services"** means third party providers, products, software or services and implementation, provided by Subscriber or a third party and that interoperates with the Services provided by Maira Labs;

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- **"Party"** or **"Parties"** has the meaning given to it in the background of this Agreement;
- **"Person"** means any individual, corporation, company, partnership, limited liability company, trust, unincorporated organization, association, or other entity;
- **"Pilot"** means a free trial where the Subscriber or an Affiliate registered for a trial of the Services. Maira Labs will make the applicable Services available to the Subscriber on a trial basis until the earlier of (i) the end of the trial period as indicated in the Service Order Form; (ii) the start date of any Purchased Service subscriptions order by the Subscriber for such Services; or (iii) termination by Maira Labs in its sole discretion;
- **"Pilot Term"** means the period from the start date to the end date of a Free Pilot or Purchased Pilot, as stated in a Service Order Form;
- **"Policies"** means the applicable compliance documentation, usage guides and policies, as updated from time to time, available at <https://maira.dk> and/or <https://maira.dk>, including the Acceptable Use Policy;
- **"Professional Services"** means work performed by Maira Labs, its Affiliates, or its or their respective permitted subcontractors under a Statement of Work ("SOW") or which is incorporated into a Service Order Form, including the provision of any deliverables specified in such SOW or Service Order Form;
- **"Purchased Pilot"** means a trial subscription period where the Subscriber or an Affiliate registered for an auto-converting trial of the Services. Maira Labs will make the applicable Services available to the Subscriber on a trial basis until the earlier of (i) the termination of the Purchased Pilot by Subscriber as indicated in the Service Order Form; (ii) the start date of any Purchased Service subscriptions order by the Subscriber for such Services; or (iii) termination by Maira Labs in its sole discretion;
- **"Purchased Services"** means Services that Subscriber or Subscriber's Affiliate purchases under a Service Order Form or online purchasing portal, as distinguished from Free Services or those provided during a Free Pilot. Purchased Services may include a Purchased Pilot, if applicable;
- **"Renewal Term"** means a subscription period equivalent to the length of the Service Term excluding any Pilot Term (if applicable), unless another period is specified as Renewal Term in the Service Order Form or in the online purchasing portal;
- **"Security Measures"** means the administrative, physical and technical safeguards maintained by Maira Labs for the protection of security, integrity and confidentiality of the Services and Subscriber Data, consistent with industry-standard practices and pursuant to our Policies and the DPA. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Subscriber Data (other than by Subscriber or Users);
- **"Services"** means the MAIRA products and services that are ordered by the Subscriber under a Service Order Form or online purchasing portal, or provided to the Subscriber free of charge as Free Services (as applicable) or under a Pilot. "Services" exclude Non-Maira Services and External Content;
- **"Service Capacity"** means the usage limits of the Services as specified in the online purchasing portal or Service Order Forms;
- **"Service Term"** means the subscription term of each Service subscription as specified in the applicable Service Order Form or as ordered in the online purchasing portal;
- **"Service Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and Maira Labs or any of their Affiliates, including any addenda and supplements thereto. By entering into a Service Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto;



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- **"Subscriber"** (also referred to as "you" and "your") means in the case of an individual accepting this.
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### 3. Free Pilots and Free Services

#### 3.1 Use of the Services during Free Pilots

Use of the Services during Free Pilots is subject to the terms of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Pilots also include the "Early Adopters Program," which features an enhanced feedback process and is scheduled to occur in Q3-Q4 2025 prior to the official launch of the MAIRA product. Free Pilots are provided to Subscriber for the Pilot Term up to certain limits as described in the Service Order Form. Usage over these limits requires Subscriber's purchase of additional resources or services. Subscriber agrees that Maira Labs, in its sole discretion and for any or no reason, may terminate Subscriber's access to the Free Pilot or any part thereof. Subscriber agrees that any termination of Subscriber's access to the Free Pilot may be without prior notice, and Subscriber agrees that Maira Labs will not be liable to Subscriber or any third party for such termination. Subscriber is solely responsible for exporting Subscriber Data from the Free Pilot prior to termination of Subscriber's access to the Free Pilot for any reason, provided that if Maira Labs terminates Subscriber's account, except as required by law Maira Labs will provide Subscriber a reasonable opportunity to retrieve its Subscriber Data.

#### 3.2 Free Services

##### 3.2.1 Disclaimer for Free Services

Notwithstanding the "representations, warranties, exclusive remedies and disclaimers" section and "indemnification by Maira Labs" section below and unless specified otherwise in the Service Order Form, the Free Pilots are provided **"as-is"** without any warranty and Maira Labs shall have no indemnification obligations nor liability of any type with respect to the Free Pilot, including any obligation or liability with respect to Subscriber Data, unless such exclusion of liability is not enforceable under Applicable Law in which case Maira Labs's liability with respect to the Free Services shall not exceed \$800 USD. Without limiting the foregoing, Maira Labs and its affiliates and its licensors do not represent or warrant to Subscriber that: (a) Subscriber's use of the Free Pilot will meet Subscriber's requirements, (b) Subscriber's use of the Free Pilot will be uninterrupted, timely, secure or free from error, and (c) Interaction Data provided through the Free Pilot will be accurate. Notwithstanding anything to the contrary in the "limitation of liability" section below, Subscriber shall be fully liable under this Agreement to Maira Labs and its Affiliates for any damages arising out of Subscriber's use of the Free Pilot, any breach by Subscriber of this Agreement and any of Subscriber's indemnification obligations hereunder.

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### **4. Maira Labs' Obligations**

#### **4.1 Provision of Services**

**4.1.1** Maira Labs shall (i) provide the Services agreed upon in the Agreement, the applicable Service Order Forms and the Policies to the Subscriber; (ii) provide applicable support services, upgraded support or Professional Services for the Purchased Services to Subscriber, if included in the relevant Service Order Form; (iii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for (a) interruptions due to support, maintenance and planned downtime, and (b) any unavailability caused by circumstances beyond Maira Labs' reasonable control, including force majeure events, as further specified in the Service Level Agreement ("SLA"). The SLA does not apply to Free Tiers, Testing Tiers, or Alpha and Beta versions of the Services. and (iv) provide the Services in accordance with laws and governmental regulations applicable to Maira Labs's provision of the Services (i.e. without regard to Subscriber's particular use of the Services). Maira Labs shall have no liability with respect to Free Tiers, Testing Tiers, or Alpha and Beta versions of the Services.

**4.1.2** Maira Labs's obligations under this section 4 are subject to Subscriber's and Users' use of the Services in accordance with this Agreement and the applicable Service Order Form.

**4.1.3** Maira Labs reserves the right, in its sole discretion, at any time to make improvements, additions, modifications (including removing functionalities), and to correct any errors or defects in the Services, notwithstanding that such measures may temporarily impair your access to or use of the Services. Notwithstanding the aforementioned, such modifications shall not materially and substantially impair the core functionality of the Services.

#### **4.2 Personnel and Performance**

Maira Labs shall be responsible for the performance of its personnel (including employees, contractors and subcontractors) and their compliance with the Agreement, except as otherwise specified in this Agreement.

#### **4.3 Security Measures and Data Protection**

**4.3.1** Maira Labs shall implement and maintain Security Measures as described in the Policies.

**4.3.2** Maira Labs will store, process, transmit and disclose electronic data and configurations submitted to the Services at the direction of or on behalf of Subscriber only according to the Agreement. Data processing operations are conducted through Microsoft Azure infrastructure.

**4.3.3** Each Party is responsible for ensuring compliance with applicable data protection laws. The terms of the data processing addendum, available in MAIRA's DPA, (the "DPA") posted as of the



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Effective Date are hereby incorporated to this Agreement by reference. Maira Labs will process personal data in accordance with the instructions set out in the DPA.

**4.3.4** Maira Labs will also, upon account creation with Maira Labs, collect personal data for its own purposes, in the capacity of an independent data controller, in accordance with Maira Labs's Privacy Notice. To the extent applicable, Subscriber shall ensure that information regarding Maira Labs's data processing is forwarded to all Users.

**4.3.5** Upon request by Subscriber made within thirty (30) days after the effective date of termination or expiration of this Agreement, Maira Labs will make Subscriber Data available to Subscriber for export or download as provided in the Policies. After such 30-day period, Maira Labs will have no obligation to maintain or provide any Subscriber Data, and as provided in the Policies will thereafter delete or destroy all copies of Subscriber Data in its systems or otherwise in its possession or control, unless legally prohibited.

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## **5. Subscriber's use of the Services**

In order for Maira Labs to be able to perform its obligations under the Agreement, Subscriber is responsible for the obligations set out in this section.

### **5.1 Subscriptions**

Unless otherwise provided in the applicable Service Order Form or Policies, (a) Purchased Services are purchased as subscriptions for the Service Term or Renewal Term, (b) subscriptions for Purchased Services may be added during a subscription term through a new Service Order Form at the same pricing as the underlying subscription pricing, prorated for the portion of that Service Term or Renewal Term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

### **5.2 Service Capacity**

**5.2.1** Services are subject to the Service Capacity as stated in Service Order Forms or in the online purchasing portal. If Subscriber exceeds a contractual Service Capacity, Maira Labs may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the Service Capacity. If, notwithstanding Maira Labs's efforts, Subscriber is unable or unwilling to abide by a contractual Service Capacity, Subscriber will (i) promptly execute a Service Order Form for additional quantities of the applicable Services upon Maira Labs's request, and/or (ii) pay any invoice for excess usage based on the stated unit price in the Service Order Form in accordance with Section 7.1.2 and Section 7.2 (Invoicing and Payment Terms).

**5.2.2** Any upgrades to the Service Capacity are made by a change request to Maira Labs. Maira Labs will confirm the changes by sending a Service Order Form which shall be executed by the Subscriber. The Service Order Form with the increased Service Capacity will then constitute a part of the Agreement.



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### 5.3 Subscriber Obligations

Subscriber shall:

- a) ensure compliance and its personnel, its Affiliates' personnel (including employees and contractors) and its Users compliance with this Agreement, any applicable Service Order Forms, all applicable laws and governmental regulations for the Services. The Subscriber accepts and shall ensure that all Users comply with the Policies. Subscriber is responsible for all Users' acts, omissions and use of the Services, including ensuring that the use of the Services does not violate any terms of service of any Non-Maira Services with which Subscriber uses the Services.
- b) not, and shall ensure that its Users do not:
  - (a) use Malicious Code with the Services or otherwise interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein;
  - (b) permit direct or indirect access to or use of the Services in a way that circumvents the Service Capacity of the Services;
  - (c) use the Services to access or use any of Maira Labs's Intellectual Property Rights except as permitted under this Agreement; or
  - (d) sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services except as integrated with its own offerings that provide additional functionality to its Users.
- c) specify the Users that are authorized to use the Services by inviting them to the Service. Subscriber will be provided with administrative privileges to assigned staff ("Administrators") to manage one or several access credentials (user ID and password) for the Subscriber's use of the Services. Access credentials shall only be given to Users within the relevant organization (including Subscriber Affiliates, if any) and the Administrator may be able to: (a) add, remove, and suspend Users' access to Services; (b) access, share, and remove Subscriber Data; and (c) access logging and information about Users' use of the Services.
- d) implement reasonable and appropriate measures designed to help secure access to and use of the Services and ensure that access credentials, security methods, and other information provided by Maira Labs for access to the Services are handled confidentially in accordance with Section 8 (Confidentiality). If a person is no longer authorized to use the Services, Subscriber shall immediately remove their access. Maira Labs takes no responsibility for the continued use of the Services by such a person with unauthorized access to the Services. Subscriber must notify Maira Labs immediately and provide details of any suspected or confirmed vulnerabilities or breaches of security or unauthorized access to or use of the Services.
- e) be responsible for the communication between Subscriber and the point or points where Maira Labs connects the Services to Subscriber's end points;
- f) be responsible for (i) obtaining and maintaining, at its own expense, all necessary equipment, hardware, software, internet connectivity and firewalls that are required for the use of the Services and (ii) the proper functioning of such equipment, software, internet connectivity and firewalls.
- g) be responsible for faults and defects in Subscriber's software and the subsequent non-availability of the Services.
- h) ensure that (i) Subscriber Data is in a format compatible with the Services; and (ii) that Subscriber's Data cannot, in any other way, damage or interfere with Maira Labs's system or the Services as further described in the Policies.



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### **5.4 Subscriber Data**

**5.4.1** Subscriber is solely responsible for the Subscriber Data and the accuracy, quality and legality of the Subscriber Data and for compliance with all applicable laws and governmental regulations pertaining to the Subscriber Data, including, but not limited to, laws requiring Subscriber to obtain the consent of a third-party to use the Subscriber Data and to provide appropriate notices of third-party rights. Subscriber represents and warrants that Subscriber owns or has the right to upload the Subscriber Data to the Services and that such use does not violate or infringe on any rights of any third-party.

**5.4.2** Maira Labs responds to notices of alleged Intellectual Property Rights infringement and may after reasonable discussions with Subscriber block access to the applicable Service while investigating the alleged Intellectual Property Rights infringement.

**5.4.3** Except as explicitly stated in this Agreement, will Maira Labs under no circumstances be liable in any way for any (a) Subscriber Data that is transmitted or viewed while using the Services, (b) errors or omissions in the Subscriber Data, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Subscriber Data. Although Maira Labs is not responsible for any Subscriber Data, Maira Labs may delete any Subscriber Data, at any time without notice to Subscriber, if Maira Labs becomes aware that it violates any provision of this Agreement, or any law, and damages or is intended to damage Maira Labs's products or Services.

### **5.5 External Content and Non-Maira Services**

**5.5.1** The Services may include External Content, upon search or instructions from Subscriber, and Maira Labs does not endorse and is not responsible or liable for the accuracy, availability, content, products, services or anything else as it pertains to External Content. Subscriber is solely responsible for the use of any such External Content.

**5.5.2** Subscriber may choose to use Non-Maira Services with the Services and in doing so grants Maira Labs permission to interoperate with the Non-Maira Services as directed by Subscriber or the third party providing such Non-Maira Services.

**5.5.3** Any acquisition and licensing by Subscriber of such Non-Maira Services, and any exchange of data between Subscriber and any Non-Maira Service is solely between Subscriber and the applicable Non-Maira Service. Unless specified otherwise in the Agreement: (a) Maira Labs does not warrant or support Non-Maira Services, and (b) as between Maira Labs and Subscriber, Subscriber assumes all responsibility for the Non-Maira Services and any disclosure, modification, or deletion of Subscriber Data by the Non-Maira Services.

**5.5.4** The Services may contain features designed to interoperate with Non-Maira Services. Maira Labs shall have no liability for and cannot guarantee the continued availability of such Service features, and may cease to provide them, without relieving Subscriber of any obligations under the Agreement or entitling Subscriber to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Maira Service ceases to make the Non-Maira Service





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available for interoperation with the corresponding Service features in a manner acceptable to Maira Labs. Maira Labs will use reasonable endeavors to notify Subscriber before any integrations are removed by Maira Labs pursuant to this section.

**5.5.5** If Subscriber receives notice, including from Maira Labs, that External Content provided or a Non-Maira Service must be removed, modified, or disabled to comply with applicable laws, governmental regulations, third-party rights, or the Policies, Subscriber shall promptly take the required action, including deleting any downloaded External Content. Subscriber shall upon Maira Labs's request confirm in writing the deletion or discontinuation of use and Maira Labs may share this confirmation with third parties or authorities, if required. Maira Labs may (i) if Subscriber fails to act after receiving notice; or (ii) if Maira Labs is required by a third-party rights holder or governmental authority to do so; disable the relevant External Content, Services, or Non-Maira Services.

### **5.6 Service Notices**

**5.6.1** If Maira Labs becomes aware that Subscriber has violated Subscriber's obligations under this Section 5 (Subscriber's Obligations), which in Maira Labs's judgment threatens the confidentiality, integrity or availability of the Services, Maira Labs will use commercially reasonable efforts under the circumstance to notify Subscriber by email (the "Service Notice") and request Subscriber to take reasonably appropriate action, including ceasing problematic usage.

## **6. Term and Termination**

### **6.1 Term**

**6.1.1** Unless another date is specified in the Agreement, the Agreement commences on the Contract Effective Date and shall thereafter be valid and in force until all subscriptions hereunder have expired or have been terminated. The term of each subscription shall be the Service Term or Renewal Term, as applicable.

**6.1.2** Except if stated otherwise in the Service Order Form, the Agreement shall automatically renew for a Renewal Term, unless terminated by either Party with at least ninety (90) days written notice before the expiry of the relevant subscription term.

### **6.2 Termination for Cause**

In addition to Maira Labs' right to terminate the entire Agreement under Section 5.6 (Service Notices), either Party may terminate the entire Agreement for cause with immediate effect if one or more of the following events occurs:

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- a) either Party commits a material breach of this Agreement (being respectively a single event or a series of events which together amount to a material breach) which:
  - i) is capable of being cured but, upon thirty (30) days written notice to the other Party is not cured, at the expiration of the notice period; or
  - ii) is not capable of being cured;
- b) an Insolvency Event occurs with respect to the other Party.

### 6.3 Consequences of Termination

**6.3.1** In the event of termination or expiry (in whole or in part) of this Agreement:

- a) If Subscriber terminates this Agreement without cause prior to the end of the Service Term or Renewal Term, Subscriber shall pay all charges valid and due from the Subscriber under Clause 7 (Fees and Payment);
- b) If Subscriber terminates the Agreement in accordance with Section 6.2 (Termination for Cause), Maira Labs will refund any prepaid fees covering the remainder of the Service Term or Renewal Term, as applicable, after the effective date of termination.
- c) If the Agreement is terminated by Maira Labs in accordance with Section 6.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the Service Term or Renewal Term, as applicable.

**6.3.2** Expiry or termination of this Agreement shall not:

- a) release the Parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either Party in respect of any act or omission prior to such expiry or termination; or
- b) affect the coming into force or the continuance in force of any provision of this Agreement, including Sections 5.3 (f) and (h) (under Subscriber's Obligations), Section 7.1 (Fees), Section 6.3.1 (relating to refund or payment upon termination), Section 8 (Confidentiality), Section 9 (Licenses and Proprietary Rights), Section 12 (Limitation of Liability), and Section 11 (Indemnification), which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

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## 7. FEES AND PAYMENT

### 7.1 FEES

**7.1.1** Subscriber shall pay all fees specified in Service Order Forms or in the online purchasing portal. Except as otherwise specified herein, in the online purchasing portal or in a Service Order Forms, fees are (a) based on Services purchased and not actual usage; (b) payment obligations are non-cancelable and fees are non-refundable, (c) quantities purchased cannot be decreased during the relevant subscription term, (d) not contingent on the delivery of any future functionality or features; and (e) not dependent on statements not explicitly specified in the Agreement.

**7.1.2** If usage exceeds the Service Capacity stated in the Agreement, Maira Labs may, subject to Section 5.2.1, charge the overage on a quarterly basis based on the stated unit price in the Agreement. For clarity, the unit price will be the Service Fee (as specified in the Service Order



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Form), gross of any discounts, divided by the Service Capacity and divided by the Service Term or Renewal Term, as applicable.

**7.1.3** The fees payable under the Agreement shall be paid in the currency specified in the online purchasing portal or Service Order Forms. If no currency is specified, the fees shall be paid in United States Dollars (USD).

**7.1.4** Maira Labs reserves the right to annually increase its list price for the Services, however, in no event shall such annual fee increase exceed 7.5%. For the avoidance of doubt Subscriptions for Renewal Terms, including renewals of promotional or one-time priced subscriptions, will be subject to Maira Labs's list price at the time of the renewal, unless otherwise agreed in the Service Order Form.

## **7.2 INVOICING AND PAYMENT TERMS**

**7.2.1** If Subscriber is paying for Services by credit card, Subscriber will provide Maira Labs's authorized payment processor with accurate, valid and updated credit card information, and promptly notify Maira Labs's authorized payment processor of any changes necessary to charge the credit card. By providing credit card information, Subscriber authorizes Maira Labs, through its authorized payment processor, to charge the credit card for all Purchased Services listed in the Service Order Form for the Service Term and any applicable Renewal Term, as outlined in Section 6.1 "Term" above. Such charges shall be made in advance, either monthly, annually or in accordance with any different billing frequency stated in the online purchasing portal. Subscriber acknowledges that Maira Labs will not have access to Subscriber's credit card information, which will remain with the authorized payment processor.

**7.2.2** If the Service Order Form specifies that payment will be by a method other than a credit card, Subscriber will provide Maira Labs with a valid purchase order or alternate document reasonably acceptable to Maira Labs, such as but not limited to, a written confirmation to issue an invoice or a request for Maira Labs to be registered as a vendor. Maira Labs will invoice Subscriber annually in advance and otherwise in accordance with the relevant Service Order Form. Unless otherwise stated in the Service Order Form, invoiced fees are due net thirty (30) days from the invoice date.

**7.2.3** Subscriber is responsible for providing complete and accurate billing and contact information to Maira Labs and notifying Maira Labs of any changes to such information.

## **7.3 OVERDUE CHARGES**

If any invoiced amount is not received by Maira Labs by the due date, then without limiting Maira Labs' rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month.



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### 7.4 SUSPENSION OF SERVICE

If any amount owed by Subscriber is thirty (30) or more days overdue (or fifteen (15) or more days overdue in the case of amounts the Subscriber has authorized Maira Labs' payment processor to charge to the Subscriber's credit card), Maira Labs may, without limiting any rights and remedies, suspend the provision of Services to Subscriber until the overdue amounts are paid in full. Maira Labs will give Subscriber at least ten (10) days prior notice that its account is overdue, in accordance with Section 14.9 (Notices), before suspending Services to Subscriber, other than for Subscriber's paying by credit card or direct debit whose payment has been declined.

### 7.5 PAYMENT DISPUTES

Maira Labs will not exercise any rights to suspend Services, impose late charges or change payment terms under Section 7.2 (Payment Terms) and Section 7.4 (Suspension of Service and Acceleration) with respect to an overdue amount for so long as Subscriber is disputing the overdue amount in good faith. The Parties agree to cooperate diligently and in good faith to resolve the dispute within thirty (30) days before exercising any rights under this Agreement.

### 7.6 TAXES

Fees for Services are exclusive of Taxes. Subscriber is responsible for paying all Taxes associated with its purchases under the Agreement. If Maira Labs is obligated by law to pay or collect Taxes for which Subscriber is responsible, Maira Labs will invoice Subscriber the corresponding amount and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate tax authority. Subscriber will provide Maira Labs any information Maira Labs reasonably requests to determine whether Maira Labs is obligated to collect Taxes. Maira Labs is solely responsible for Taxes assessable against its income, property, and employees.

## 8. CONFIDENTIALITY

### 8.1 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 designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential. Subscriber's Confidential Information includes the Subscriber Data; Maira Labs's Confidential Information includes any information received or obtained, such as proprietary methods, documentation or technology, relating to the Services; and Confidential Information of each Party includes but is not limited to the terms and conditions of the Agreement and all Service Order Forms, including pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each Party in connection with the Agreement. Confidential Information does not include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of

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Receiving Party; (b) was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party; (c) is disclosed to Receiving Party by a third-party who did not directly or indirectly obtain the information subject to any confidentiality obligation, or (d) is at any time independently developed by Receiving Party without the use of Disclosing Party's Confidential Information as proven by records of 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 Maira Labs services.

### **8.2 PROTECTION OF CONFIDENTIAL INFORMATION**

As between the parties, each party retains all ownership rights in and to its Confidential Information. Except as provided in Section 8.3 (Compelled Disclosure) Receiving Party shall not disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents, subcontractors, and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less protective than those in the Agreement. Each Party shall (x) safeguard all Confidential Information of the other Party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information and (y) not use any Confidential Information of the other Party for any purpose outside the scope of the Agreement. Neither party will disclose the terms of this Agreement or any Service Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

### **8.3 COMPELLED DISCLOSURE**

If Receiving Party is compelled by applicable law, stock exchange regulations, by order of a court or a government agency or authority to disclose Confidential Information of Disclosing Party, then to the extent legally permitted, Receiving Party shall provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required and shall be subject to confidentiality protections to the extent practicable. If Receiving Party is compelled by law to disclose Disclosing Party's Confidential Information as part of a civil proceeding to which Disclosing Party is a Party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

### **8.4 GENERAL KNOW-HOW**

Maira Labs shall not be prevented or restricted from developing and using any techniques, ideas, concepts, information or know-how relating to methods or processes of general application which



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can be recalled only from the unaided memories of Maira Labs Personnel provided that in doing so there is no infringement of the Intellectual Property Rights of Subscriber and provided such use does not constitute a breach of this Section 8 (Confidentiality).

### **8.5 REMEDY**

The Parties acknowledge that damages may not be an adequate remedy for any breach of this Section. Each party shall be entitled to seek any legal or equitable relief, including an injunction, upon the breach (or reasonably anticipated breach) of this Section 8.

## **9. Licenses and Intellectual Property Rights**

### **9.1 Reservation of Intellectual Property Rights**

**9.1.1** No rights are granted to either Party except as expressly set forth in the Agreement.

**9.1.2** The Services, including their underlying technology, features, and functionalities are the proprietary information of Maira Labs. Subject to the limited rights expressly granted in the Agreement, Maira Labs, its Affiliates and licensors reserve all Intellectual Property Rights in and to the Services. Nothing in this Agreement shall be considered a transfer or license to those Intellectual Property Rights, except for your limited right to use the Services during the relevant subscription term pursuant to Section 9.5 (License by Maira Labs to Subscriber). Any enhancements, modifications, or improvements made by you to the Services, or made by Maira Labs using Interaction Data, shall be the exclusive property of Maira Labs.

**9.1.3** Subscriber Data is the proprietary information of the Subscriber and subject to the limited license set forth in this Section 9, Maira Labs acquires no right, title, or interest from Subscriber under the Agreement in or to Subscriber Data, Non-Maira Services or such program code.

**9.1.4** Subscriber may not copy, change or in any other way handle software belonging to the Services, and neither transfer nor make available the rights to such software or material to a third-party unless agreed in writing with Maira Labs.

### **9.2 Warranties for Third Party Intellectual Property Rights**

**9.2.1** Maira Labs represents and warrants that the Services, and Subscriber's use thereof in compliance with this Agreement, does not and will not infringe, violate, or misappropriate the Intellectual Property Rights of any third party.

**9.2.2** Subscriber represents and warrants that the use of Subscriber Data within the Services does not and will not infringe, violate or misappropriate on any rights of any third-party.





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### **9.3 License by Subscriber to Maira Labs**

**9.3.1** Subscriber grants Maira Labs a worldwide, non-exclusive, revocable, and limited license for the term of the Agreement to store, copy, transmit, and display any Subscriber Data and to interoperate with any Non-Maira Services as necessary and for the sole purpose for Maira Labs to provide and ensure proper operation of the Services to the Subscriber and associated systems in accordance with the Agreement. If Subscriber chooses to use a Non-Maira Service with the Services, Subscriber grants Maira Labs permission to allow the Non-Maira Services to access Subscriber Data and information about Subscriber's usage of the Non-Maira Services as appropriate for the interoperation of that Non-Maira Service with the Services.

### **9.4 License to use feedback and Interaction Data**

**9.4.1** Subscriber grants to Maira Labs and its Affiliates a worldwide, perpetual, irrevocable, royalty-free and fully paid up permission to without restrictions or compensation use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber or Users relating to the operation of Maira Labs's or its Affiliate's services.

**9.4.2** Maira Labs may collect, use and analyze any aggregated and anonymized Interaction Data derived from Users' use of the Services to improve the performance, functionality, and overall user experience of the Services, including to improve the Services by training algorithms for the purposes of improving search results ranking, user experience and application infrastructure, provided that such Interaction Data cannot identify any Confidential Information. For the avoidance of doubt, Interaction Data is not Subscriber Data and Maira Labs does not use Subscriber Data to train algorithms or generative AI models.

### **9.5 License by Maira Labs to Subscriber**

Maira Labs grants Subscriber a worldwide, limited, non-exclusive, non-transferable, non-sublicensable license to use the products specified in the Service Order Form or online purchasing portal solely in connection with the subscribed Services in accordance with the Agreement. Maira Labs shall retain all Intellectual Property Rights, title, and interest to the products specified in the Service Order Form or online purchasing portal.

### **9.6 Professional Services-related deliverables**

Maira Labs hereby grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free and fully paid up license to use for its internal business purposes anything developed by Maira Labs for Subscriber and delivered by Maira Labs to Subscriber in connection with Professional Services ("Deliverables"). Aside from Subscriber's Intellectual Property Rights described in any applicable SOWs and subject to Subscriber's ownership of its proprietary information and Confidential Information disclosed to Maira Labs under Section 8 (Confidentiality), Maira Labs shall retain all ownership rights to the Deliverables. Deliverables that are custom code written by Maira Labs to facilitate Subscriber's use of the Services that include



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any Subscriber Confidential Information shall remain subject to the confidentiality obligations under Section 8 (Confidentiality) and Subscriber shall retain all ownership rights to its Confidential Information.

### **10. Representations, Warranties and Disclaimers**

#### **10.1 Representation**

Each Party represents that it has validly entered into this Agreement and has the legal power to do so, including on behalf of its Affiliates, if applicable.

#### **10.2 Performance Warranty**

**10.2.1** In addition to its obligations under Section 4 (Maira Labs' Obligations), Maira Labs warrants that during the term of the Agreement: (a) the products ordered through the Service Order Form or online purchasing portal will perform materially in accordance with the Agreement if used by the Subscriber in accordance with the Agreement, (b) the overall effectiveness of the Security Measures will not be decreased and (c) subject to the 5.5 "External Content and Non-Maira Services" section above, Maira Labs will not materially decrease the overall functionality of products ordered through the Service Order Form or online purchasing portal ("Performance Warranty").

**10.2.2** With regards to Non-Maira Services and subject to section 5.5 above "External Content and Non-Maira Services", Maira Labs reserves the right to deprecate any end points that facilitate communication and data transfer between the Services and Non-Maira Services, and to request Subscriber to use the new end points within six (6) months of the end point being deprecated.

#### **10.3 Professional Services Warranty**

Any Professional Services specified in the Agreement will be performed in a professional manner, in accordance with generally accepted industry standards ("Professional Services Warranty"). Maira Labs will provide the Professional Services in accordance with its generally published specifications, the Service Level Agreement, and any applicable Service Order Form.

#### **10.4 Remedy**

If Subscriber reports a breach of the Performance Warranty or Professional Services Warranty, Maira Labs will, at no charge, correct or repair the Services so that it conforms to the Performance Warranty or Professional Services Warranty. If Maira Labs does not repair the Services to operate as warranted within fifteen (15) days after Subscriber's notice, then Subscriber may terminate this Agreement for cause under Section 6.2 (Termination for Cause) and 6.3.1 (relating to refund or payment upon termination).



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### 10.5 Disclaimers

Except as expressly provided in this Section 10, the Services are provided on an **"as is"** and **"as available"** basis. To the fullest extent permitted by applicable law, neither Party makes any warranty or guarantee of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all warranties, whether implied, express, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable laws or governmental regulations. Maira Labs disclaims any warranty that the operation of the Services will be error-free or uninterrupted; however, Maira Labs will make commercially reasonable efforts to minimize disruptions and resolve any reported issues promptly.

## 11. Mutual Indemnification

### 11.1 Indemnification by Maira Labs

**11.1.1** Maira Labs will indemnify and defend Subscriber and its Affiliates, including its Affiliates' officers, directors, and employees, against any and all third-party claims, demands, suits or proceedings (each a **"Claim Against Subscriber"**) and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with (i) the gross negligence or wilful misconduct of Maira Labs in the performance of its obligations under this Agreement; (ii) a breach of applicable laws in the provision of the Services to Subscriber, for so long as Subscriber's access or use is in accordance with the Agreement; or (iii) the Services infringe or misappropriate any third-party's Intellectual Property Rights, subject to section 11.3.

**11.1.2** The above defense and indemnification obligations do not apply to the extent a Claim Against Subscriber arises from (i) Subscriber Data, (ii) any combination or use of Non-Maira Services not expressly approved by Maira Labs, (iii) any modification or alteration to the Services not made or approved by Maira Labs, and (iv) Subscriber's continued use of the allegedly infringing portion of the Services after receiving notice from Maira Labs regarding the same.

**11.1.3** If Maira Labs receives information and reasonable evidence about an infringement or misappropriation claim related to the Services, Maira Labs may in its discretion and at no cost to Subscriber (i) modify the Service so that it no longer infringes or misappropriates, without breaching Maira Labs' obligations under Section 4 (Maira Labs' Obligations); (ii) obtain a license for Subscriber's continued use of that service in accordance with the Agreement; or (iii) if strictly required, terminate Subscriber's subscription for the affected portion of the Service upon twenty (20) calendar days written notice and refund Subscriber any prepaid fees covering the remainder of the relevant subscription term for the terminated portion of the Services.

### 11.2 Indemnification by Subscriber

Subscriber will indemnify and defend Maira Labs and its Affiliates, including its Affiliates' officers, directors, and employees, against any and all third-party claims, demands, suits or proceedings (each a **"Claim Against Maira Labs"**) and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, (i)



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Subscriber Data; (ii) the use of Non-Maira Services not expressly approved by Maira Labs; (iii) use of the Services in violation with applicable laws; or (iv) the gross negligence or willful misconduct of Subscriber in the performance of its obligations under this Agreement. This indemnification obligation is subject to section 11.3.

### 11.3 General

The above defense and indemnification requires that the Indemnified Party (i) promptly gives the Indemnifying Party written notice of the Claim against Indemnified Party; (ii) gives Indemnifying Party sole control of the defense and settlement of the Claim (except that Indemnifying Party may not settle any Claim Against Indemnified Party (i) if it arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability, infringement or wrongdoing on the part of the Indemnified Party; and (ii) unless it unconditionally releases Indemnified Party of all liability related to the Claim Against Indemnified Party); (c) give Indemnifying Party all reasonable assistance in connection with the defense or settlement of such Claim Against Indemnified Party, at Indemnifying Party's expense.

## 12. Limitations of Liability

**12.1** In no event will a Party or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, lost opportunities, goodwill or indirect, special, incidental, or consequential, business interruption or punitive damages or any other indirect damage or loss, regardless of the theory of liability.

**12.2** Except for Excluded Claims (as stated in Section 12.3) and claims subject to the Liability Super Cap (as stated in Section 12.4), will in no event either Party's aggregate liability (together with all of its Affiliates) arising out of or related to the Agreement (regardless of the number of individual incidents giving rise to liability) exceed the total amount actually paid by Subscriber hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose.

**12.3** The above limitations will not limit Subscriber's and its Affiliate's payment obligations under Section 7 (Fees and Payment), either Party's liability under Section 11 (Indemnification) and Section 8 (Confidentiality), either Party's willful misconduct or gross negligence, or either Party's liability that cannot, as a matter of law, be limited or excluded ("Excluded Claims").

**12.4** For any breach of Section 4.3 (Security and Data Protection) each party's aggregate liability shall be subject to a liability super cap which shall not exceed the lower of (i) ten times (10x) the amount actually paid or payable to Maira Labs under this Agreement within the twelve (12) months immediately preceding the event giving rise to liability; or (ii) \$100,000 USD (the "**Liability Super Cap**").

**12.5** Any claims for damages by either Party shall be submitted to the other Party no later than six (6) months from the time such Party became aware, or should have reasonably become aware of the event giving rise to the claim, however, never later than six (6) months from the expiration or termination of the Agreement.

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### **13. Force Majeure**

**13.1** Neither Party will be liable for failure to perform or inadequate performance under the Agreement to the extent caused by a condition that was beyond the Party's reasonable control and which substantially affects the Party's or its sub-suppliers' or subcontractors' performance, including, for example, a natural disaster, epidemic or pandemic, act of war, civil or public disorder or terrorism, riot or civil arrest, labor conditions such as boycott, strike, lock-out, governmental action, disruption of telecommunications, failure or delay of internet services providers or internet disturbance, disruption of power or other essential services.

**13.2** If the performance of the Services in substantial respects is prevented for a period exceeding two (2) months due to a circumstance stated herein, either Party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation.

### **14. Other Provisions**

#### **14.1 Export Compliance**

The Services may be subject to export laws and regulations of the United States and other applicable jurisdictions, and any use or transfer of the Services must be permitted under these laws and regulations. Each Party represents that it is not named on any U.S. or other applicable jurisdiction's government denied-party list (as may be amended from time to time). Subscriber shall not enable the use of the Services in violation of any U.S. or other applicable jurisdiction's export law or regulation.

#### **14.2 Anti-corruption**

Subscriber has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any Maira Labs personnel or agents in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify Maira Labs at [legal@maira.one](mailto:legal@maira.one).

#### **14.3 Publicity**

**14.3.1** Unless stated otherwise in the Service Order Form, each Party consents to the other Party's use of its company logo, company name, trademarks, quotes, and general description of the Parties relationship with each other on websites, in press releases, and in other marketing and sales materials, solely for the purpose of identifying Subscriber as a customer to Maira Labs and Maira Labs as a supplier of Services to Subscriber.

**14.3.2** Subscriber permits Maira Labs, upon reasonable request and with prior written approval from Subscriber, to use Subscriber's logo, company name, and quotes as a reference account for



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marketing purposes and agrees, from time to time, to support Maira Labs by participating in reference phone call(s) and other marketing events including with press, analysts, and Maira Labs' existing or potential investors, or customers.

**14.3.3** Other than as expressly stated herein, neither Party shall use the other Party's logos, company names, trademarks, codes, drawings, or specifications without the prior written consent of the other Party.

### **14.4 Relationship of the Parties**

These Terms do not create a partnership, joint venture, or agency relationship between the Parties or either Parties' Affiliates. Maira Labs and Subscriber are independent parties and neither Party will have the power to bind the other or to incur obligations on the other's behalf without the other Party's prior written consent.

### **14.5 Entire Agreement and Order of Precedence**

The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Any term or condition stated in a Subscriber purchase order or other Subscriber order documents (excluding the Service Order Form in the Agreement) is void. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Service Order Form, (ii) the DPA, (iii) the MSA, (iv), the SLA, and (v) the Policies. Titles and headings of sections of this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

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### **Contact Information:**

Maira Labs, Co.  
Email: [legal@maira.one](mailto:legal@maira.one)