DOT

MASTER SERVICE AGREEMENT

ORDER FORM

Service: Dot is a chat agent (built on Large Language Models) to enable non-technical users to get answers to data questions using natural language.	

Service Fees: Service Fee of Free Tier	**Initial Service Terms:** Initial Service Terms Free Tier
Service Capacity: Service capacity of Free Tier	Free Tier described here: https://www.getdot.ai/pricing

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services").

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into as of the date the user signs up for the Service (the "Effective Date") by and between Snowboard Software GmbH with a place of business at Steingasse 13, 73547 Lorch, Germany ("Company"), and the customer signing up for the Service with a valid company email address ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Snowboard Software GmbH:

By: *Theo Tortorici*   12/05/2023

Name: Theo Tortorici

Title: Co-Founder and Managing Director

1

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1   Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2   Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.]**.** Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   The parties undertake to use all Confidential Information exclusively for the performance of services under this Agreement, to treat it confidentially and to exercise the same care as they exercise with regard to their own Confidential Information, but at least a reasonable degree of care and not to make it accessible to third parties. "Confidential Information" shall mean all information and data made available to one Party in connection with this Agreement, by or on behalf of the other Party orally, in writing, electronically or in any other manner, unless, based on reasonable business judgment, there is no legitimate economic interest in keeping the information or data confidential. Confidential information is in particular business and trade secrets, e.g. key financial figures, sales and advertising methods, customer and supplier data, prices and conditions as well as calculations. "Third parties" shall not include affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act), subcontractors as well as employees of the Receiving Party, its affiliated companies and subcontractors who require the Confidential Information for the performance of the contract. The Receiving Party shall ensure that these information recipients are bound to a confidentiality equivalent to this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any Information Recipient.

3.2   The obligations of confidentiality shall not apply to Confidential Information that (i) was or becomes already lawfully known to the Receiving Party without an obligation of confidentiality, provided that, to the knowledge of the Receiving Party, the Disclosing Party is not in breach of its own obligation of confidentiality, that (ii) is or becomes publicly known through no fault of the Receiving Party, that (iii) the Receiving Party independently develops, that (iv) the disclosing Party releases in writing, or that (v) the receiving Party is obligated to disclose pursuant to a governmental or judicial order or mandatory legal requirement, provided that the receiving Party promptly notifies the disclosing Party thereof and does what it reasonably can to ensure that the Confidential. Customer shall own all right, title and interest in and to the Customer Data[, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services]**.** Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in anonymized form in connection with its business and an analysis of personal data does not take place. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower may result in immediate termination of Service. The contracting parties are responsible for their own taxes. In principle, a proper invoice must be issued with the stated net gross values.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of 1 year unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement without notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. For clarity, for as long as the obstacle obtains, Company is not entitled to demand respective agreed remuneration nor any additional expenses incurred by the obstacle. However, Company is entitled to demand payment on account for partial performance that is still possible or has already been performed. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT LIABILITY FOR DATA PROTECTION BREACHES CAUSED BY COMPANY.

8.   MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement and the associated annexes is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Germany without regard to its conflict of laws provisions.

EXHIBIT A

Statement of Work for Customer Success

None

EXHIBIT B

Service Level Terms

The Services shall be available 95%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Customer may initiate a helpdesk ticket at any time by emailing [hi@sled,so]. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. When a Support ticket has been created, Company reserves the right to review and reassign the priority level based on the definitions specified in section 2 of this policy. Company will respond within the applicable Initial Response Time (IRT) based on the SLAs specified below and will subsequently communicate with the Customer using email, chat or conference calls - whichever channel is determined most appropriate.

Priority	Description	Best effort (IRT)
P1 - Urgent	Any Software problem resulting in complete outage or loss of service or functionality in production systems which is not fixed after restarting the service.	**2 Business days**
P2 - High	Any Software problem that significantly impacts the service or functionality in production systems, or causes instability with regular interruptions of service, but does not cause a complete outage.	**3 Business days**
P3 - Normal	Any Software problem impacting non-critical functionality in production or non-production systems, or a time-sensitive issue impacting performance or deliverables requiring resolution.	**5 Business days**
P4 - Low	Any cosmetic or non-functional issues, questions around processes or documentation, or product enhancement and new feature requests (which can be triaged here but will be tracked to completion elsewhere).	**10 Business days**