

# Verisq AI Master Subscription Agreement v1.1

Version 1.1

Last Updated: November 16, 2025

This Master Subscription Agreement (“**Agreement**”) is entered into by and between Verisq Inc. (“**Verisq AI**”) and the customer identified in an Order Form or Purchase Schedule (“**Customer**”) that incorporates this Agreement by reference. This Agreement governs Customer’s access to and use of the Services (as defined below).

By executing an Order Form or Purchase Schedule that references this Agreement, each Party agrees to be bound by this Agreement.

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## 1. Definitions

Capitalized terms not defined in this Section have the meaning given elsewhere in this Agreement.

- “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than 50% of the voting interests of the entity.
- “**Agreement**” means this Master Subscription Agreement, together with all Order Forms, Purchase Schedules, Statements of Work, the CET, the DPA, the Security Addendum, and any addenda or schedules expressly incorporated by reference.
- “**Applicable Law**” means all laws, regulations, and governmental orders that apply to a Party’s performance of its obligations under this Agreement.
- “**Authorized User**” means any individual who is authorized by Customer to use the Services on Customer’s behalf and who is supplied a user account or credentials by Customer or by Verisq AI at Customer’s request.
- “**CET**” means Verisq AI’s Contracting Entities Table, as incorporated by reference into this Agreement and referenced in applicable Order Forms or Purchase Schedules, which specifies the Verisq contracting entity, governing law, and venue applicable to a given transaction.

- **“Cloud Services”** means the Verisq AI hosted software-as-a-service solutions identified in an Order Form or Purchase Schedule, including associated dashboards, APIs, and modules, but excluding Professional Services.
- **“Confidential Information”** has the meaning set out in Section 8 (Confidentiality).
- **“Customer Data”** means any data, content, or information submitted or provided by or on behalf of Customer or its Authorized Users to the Cloud Services, including personal data as defined in the DPA.
- **“DPA”** means the Verisq AI Data Processing Addendum, as updated from time to time in accordance with its terms, which is incorporated by reference into this Agreement.
- **“Data Protection Claim”** means any claim, action, demand, or proceeding arising out of or relating to Verisq AI’s processing of personal data on behalf of Customer, including any Privacy Breach (as defined in the DPA), or alleged violation of Applicable Data Protection Law by Verisq AI in connection with the Cloud Services.
- **“Initial Subscription Term”** means, for each Cloud Service, the initial fixed subscription period specified in the applicable Order Form or Purchase Schedule. If no initial subscription term is specified, the Initial Subscription Term will be a period of three (3) years commencing on the effective date of such Order Form or Purchase Schedule.
- **“Order Form”** means an ordering document executed by the Parties (including any Purchase Schedule designated as an Order Form) that incorporates this Agreement by reference and specifies the Cloud Services and/or Professional Services to be provided by Verisq AI, along with the applicable fees and Subscription Term.
- **“Party”** means Verisq AI or Customer, and **“Parties”** means both of them.
- **“Professional Services”** means configuration, implementation, integration, consulting, training, advisory, or other professional services performed by Verisq AI as described in a Statement of Work or similar document, but excluding the provision of Cloud Services.
- **“Purchase Schedule”** means a document executed by the Parties that sets out commercial terms for Cloud Services (and, as applicable, bundled support) and is incorporated into this Agreement. A Purchase Schedule may be an Order Form or be attached to an Order Form.

- **“Security Addendum”** means any Verisq AI security standards or security addendum identified in an Order Form or published by Verisq AI and incorporated by reference into this Agreement.
- **“Services”** means the Cloud Services and any Professional Services provided by Verisq AI under this Agreement.
- **“Statement of Work”** or **“SOW”** means a statement of work or similar document executed by the Parties that describes Professional Services to be provided by Verisq AI under this Agreement.
- **“Subscription Term”** means, for each Cloud Service, the period commencing on the effective date of the applicable Order Form or Purchase Schedule and continuing through the end of the Initial Subscription Term and any Renewal Subscription Terms for such Cloud Service.
- **“Renewal Subscription Term”** means any renewal term for a Cloud Service following the Initial Subscription Term, as set out in the applicable Order Form or Purchase Schedule or, if not specified, each successive twelve (12) month period for which the Subscription Term is renewed.
- **“Verisq AI Technology”** means the Cloud Services, underlying platform, software, code, technology, algorithms, data models, templates, workflows, documentation, user interface designs, and all enhancements, modifications, and derivative works thereof; and any tools, scripts, know-how, methodologies, and materials used to provide the Services.

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## **2. Structure; Separation of Cloud Services and Professional Services**

### **2.1 Agreement Structure**

This Agreement sets forth the general terms and conditions under which Customer may purchase and use the Services. Specific details of Customer’s purchases (including applicable fees, Cloud Services, Subscription Terms, and any Professional Services) will be set forth in one or more Order Forms, Purchase Schedules, and/or SOWs executed by the Parties.

### **2.2 Separation of Cloud Services and Professional Services**

Cloud Services and Professional Services are distinct offerings:

- The Subscription Term, non-cancellable fee commitments, billing convenience, acceleration, discount, and true-up provisions in this Agreement apply **only to Cloud Services**, unless a SOW expressly states otherwise.
- Termination or expiry of any SOW for Professional Services does **not** affect the Subscription Term or Customer's fee obligations for any Cloud Services.
- Termination or expiry of any Cloud Services does **not** by itself terminate any SOW for Professional Services, which will continue in accordance with their terms unless terminated separately under this Agreement or the applicable SOW.

Where this Agreement distinguishes between Cloud Services and Professional Services, the relevant provisions apply only to the specified type of Service.

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### **3. Access to and Use of the Cloud Services**

#### **3.1 Subscription Rights**

Subject to Customer's compliance with this Agreement and payment of all applicable fees, Verisq AI grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 13.3), non-sublicensable right during the applicable Subscription Term to access and use the Cloud Services solely for Customer's internal business purposes and in accordance with the documentation and this Agreement.

#### **3.2 Authorized Users**

Customer is responsible for:

- identifying and authorizing all Authorized Users;
- maintaining the confidentiality and security of all user accounts and credentials; and
- all activities that occur under its Authorized Users' accounts.

Customer shall promptly notify Verisq AI of any actual or suspected unauthorized access to or use of the Cloud Services or any credentials.

#### **3.3 Customer Responsibilities and Restrictions**

Customer shall not, and shall ensure its Authorized Users do not:

- use the Cloud Services in violation of any Applicable Law or any acceptable use restrictions provided by Verisq AI;

- copy, modify, or create derivative works of the Cloud Services or Verisq AI Technology;
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, or algorithms of the Cloud Services (except to the extent such restrictions are prohibited by law);
- circumvent or attempt to circumvent any security or access controls;
- use the Cloud Services to store or transmit malicious code; or
- use the Cloud Services for competitive analysis or to build a competing product or service.

### 3.4 Customer Data

Customer is solely responsible for:

- the accuracy, quality, and legality of Customer Data;
- ensuring it has a lawful basis and all necessary notices and consents to submit Customer Data (including personal data) to the Services; and
- any configuration of the Cloud Services by or on behalf of Customer.

Verisq AI will Process Customer Data as described in the DPA and this Agreement.

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## 4. Professional Services

### 4.1 Statements of Work

Any Professional Services to be provided by Verisq AI shall be described in a SOW executed by the Parties. Each SOW is incorporated into and governed by this Agreement.

### 4.2 SOW Term

Unless otherwise specified in a SOW:

- The term of the SOW begins on the SOW effective date and continues until the earlier of (a) completion of the Professional Services described therein, or (b) termination of the SOW in accordance with this Agreement.
- The term of a SOW does **not** modify the Initial Subscription Term or Subscription Term of any Cloud Services, which are governed by the applicable Order Forms or Purchase Schedules.

### 4.3 Professional Services Fees

Fees for Professional Services:

- are as set out in the applicable SOW or Order Form;
- are separate from and in addition to fees for Cloud Services; and
- unless expressly stated otherwise in the SOW, are non-refundable and payable according to the billing schedule set out in the SOW.

### 4.4 Acceptance of Deliverables

Unless otherwise specified in the SOW:

- Verisq AI will submit each deliverable to Customer upon completion.
- Customer has fifteen (15) days from delivery (the “**Review Period**”) to either:
  - accept the deliverable in writing; or
  - provide written notice of rejection specifying in reasonable detail any material non-conformity with the SOW’s acceptance criteria.
- If Customer does not provide such notice within the Review Period, the deliverable is deemed accepted.
- If Customer timely rejects a deliverable, Verisq AI will use commercially reasonable efforts to remedy the non-conformity and resubmit the deliverable; the Parties will repeat this process up to two (2) times.
- If, after two resubmissions, Verisq AI is unable to remedy a material non-conformity, Customer may terminate the SOW with respect to the non-conforming deliverable and receive a refund of fees paid for that deliverable as Customer’s sole and exclusive remedy.

### 4.5 Changes to Professional Services

Any changes to the scope, assumptions, deliverables, timeline, or fees under a SOW must be documented in a written change order signed by both Parties (“**Change Order**”). Verisq AI has no obligation to perform any changes unless and until a Change Order has been executed.

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## 5. Fees, Discounts, Billing Convenience, and True-Up (Cloud Services)

### 5.1 Fees; Non-Cancellable Commitment

For each Cloud Service:

- Customer's payment obligations for all fees due for the applicable Subscription Term are **non-cancellable**.
- All fees for the entire Subscription Term for a Cloud Service are **deemed earned and due as of the effective date** of the applicable Order Form or Purchase Schedule.

### 5.2 Installment Invoicing as Billing Convenience

Any annual, periodic, or installment invoicing schedule set out in an Order Form or Purchase Schedule is provided solely as a **billing convenience** for Customer and does not limit or postpone Customer's obligation to pay all fees for the applicable Subscription Term.

Verisq AI may, at any time and for any or no reason, in its sole discretion:

- withdraw such billing convenience;
- modify the installment schedule; and/or
- invoice Customer for any or all fees not yet invoiced for the then-current Subscription Term.

### 5.3 No Withholding or Set-Off

Customer shall pay all fees:

- in the currency and to the account specified by Verisq AI; and
- **without any deduction, withholding, reduction, or set-off of any kind**, except to the limited extent expressly required by Applicable Law or by a final, non-appealable order of a court of competent jurisdiction.

Customer shall not delay, withhold, or condition payment of any fees on the resolution of any dispute, claim, or counterclaim.

### 5.4 Payment Terms

Unless otherwise specified in the applicable Order Form or Purchase Schedule, fees are due within thirty (30) days from the invoice date.

### 5.5 Taxes

Fees are exclusive of all taxes, levies, and duties. Customer is responsible for all such amounts (excluding taxes on Verisq AI's net income) and shall pay or reimburse Verisq AI for any such taxes assessed, unless Customer provides valid tax exemption documentation.

### **5.6 Payment Default**

Any failure by Customer to pay any fees when due under this Agreement constitutes a **material breach** of this Agreement.

### **5.7 Conditional Discounts; Marketing and Referral Obligations**

From time to time, Verisq AI may agree to grant discounts, credits, or other preferential commercial terms (collectively, "**Discounts**") in an Order Form or Purchase Schedule:

- in exchange for Customer's commitment to participate in specified marketing activities (for example, case studies, logo usage, joint press releases, or reference calls); and/or
- in exchange for Customer's commitment to provide referrals or introductions, as expressly stated in the Order Form, Purchase Schedule, or a separate written agreement between the Parties.

If Customer fails to perform any such marketing or referral obligations within the timeframes, or to the extent, expressly set out in the Agreement, Order Form, Purchase Schedule, or separate written agreement, then, without limiting any other rights or remedies:

- Verisq AI may, upon written notice to Customer, revoke the applicable Discount(s); and
- Verisq AI may re-rate the fees for the affected Cloud Services to Verisq AI's standard list pricing in effect as of the effective date of the applicable Order Form or Purchase Schedule, and
- Verisq AI may, at its option:
  - apply such re-rated fees prospectively for the remainder of the then-current Subscription Term; and/or
  - invoice Customer for the difference between the discounted fees previously invoiced and the re-rated fees that would have applied from the start of the Subscription Term.

Customer shall pay any such invoiced amounts in accordance with the payment terms in this Agreement.

### **5.8 Automatic True-Up and Overages**

Order Forms and Purchase Schedules may specify:

- license quantities;
- usage-based capacity ranges (for example, number of employees, vendors, DSAR volumes, or other usage metrics); or
- other defined units of measure for the Cloud Services (collectively, “**Usage Metrics**”).

Customer shall use the Cloud Services within the applicable Usage Metrics. If, at any time during a Subscription Term:

- Customer’s actual usage exceeds the contracted Usage Metrics; or
- Customer’s user base, vendor population, or other tracked measure grows beyond the capacity range or tier specified in the applicable Order Form or Purchase Schedule,

then, without limiting any other rights or remedies:

- Verisq AI may automatically adjust Customer’s subscription to the appropriate higher tier or capacity band;
- Verisq AI may invoice Customer for:
  - the incremental fees associated with the higher tier or capacity band for the remainder of the then-current Subscription Term; and
  - any prorated additional fees for the period beginning on the date the overage first occurred; and
- such adjustments and invoices do not require execution of a new Order Form, though Verisq AI may elect to issue an updated Purchase Schedule or Order Form reflecting the true-up.

Customer shall pay any true-up invoices in accordance with this Agreement.

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## **6. Term; Renewal; Suspension; Termination**

### **6.1 Agreement Term**

This Agreement begins on the effective date of the first Order Form or Purchase Schedule referencing this Agreement and continues until all Subscription Terms and SOWs have expired or been terminated in accordance with this Agreement.

### **6.2 Subscription Term and Renewals (Cloud Services)**

Unless otherwise set out in an Order Form or Purchase Schedule:

- The Initial Subscription Term for each Cloud Service will automatically renew for successive Renewal Subscription Terms of twelve (12) months each, unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term.
- Where an Order Form or Purchase Schedule specifies a different renewal period, notice period, or fee-increase cap, that document governs for the Cloud Services covered by it.

### **6.3 Suspension of Services**

Verisq AI may suspend Customer's or any Authorized User's access to the Cloud Services, in whole or in part, if:

- any fees under this Agreement are more than thirty (30) days past due;
- Customer or its Authorized Users materially breach this Agreement, any acceptable use restrictions, the Security Addendum, or usage limitations;
- Verisq AI reasonably determines that Customer's use of the Cloud Services poses a security risk to the Services, Verisq AI's systems, or any third party, or may subject Verisq AI or any third party to liability; or
- Verisq AI is required to do so by Applicable Law or governmental authority.

Verisq AI will use commercially reasonable efforts to give Customer advance notice of any suspension and to limit suspension to the minimum scope and duration necessary to address the relevant issue. Suspension does not relieve Customer of its obligation to pay fees for the Services.

### **6.4 Termination for Cause**

Either Party may terminate this Agreement or any affected Services for cause by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach

in reasonable detail. If a breach is not capable of cure, the non-breaching Party may terminate immediately upon written notice.

### **6.5 Automatic Acceleration on Any Termination (Cloud Services)**

Without limiting any other rights or remedies available to it, upon any termination or expiry of this Agreement or any Cloud Services, by either Party and for any reason:

- all fees for the entire then-current Subscription Term for the affected Cloud Services that have not yet been paid shall **automatically become immediately due and payable in full**; and
- Verisq AI may invoice Customer for such amounts at any time following such termination or expiry.

This automatic acceleration is in addition to any fees that became due prior to termination or expiry.

### **6.6 Effect of Termination**

Termination or expiry of this Agreement or any Services:

- does **not** relieve Customer of its obligation to pay (a) any fees that have accrued or are otherwise owed as of the effective date of termination or expiry, and (b) all remaining fees that would have become due for the then-current Subscription Term for the affected Cloud Services; and
- except as expressly provided in this Agreement, does **not** entitle Customer to any refund of prepaid fees.

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## **7. Data Protection & Security**

### **7.1 DPA and Security Addendum**

The DPA and the Security Addendum are incorporated by reference into this Agreement and govern Verisq AI's processing and protection of personal data on behalf of Customer.

In the event of any conflict between this Agreement (including any Order Form, SOW, or CET) and the DPA with respect to the processing of personal data, the DPA controls to the extent of such conflict. In all other respects, this Agreement controls.

### **7.2 Privacy Breaches**

Verisq AI will handle Privacy Breaches in accordance with the DPA.

### 7.3 Customer Data Export and Deletion

After termination or expiry of the applicable Subscription Term, Customer may export Customer Data in accordance with the DPA. Thereafter, Verisq AI may delete or anonymize Customer Data in accordance with the DPA and its data retention policies.

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## 8. Confidentiality

### 8.1 Confidential Information

“**Confidential Information**” means any information disclosed by one Party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans and designs, financial information, and Customer Data.

Confidential Information does not include information that:

- is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- was known to the Receiving Party prior to its disclosure by the Disclosing Party;
- is received from a third party without breach of any obligation owed to the Disclosing Party; or
- was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

### 8.2 Protection of Confidential Information

The Receiving Party shall:

- use the same degree of care that it uses to protect its own confidential information of a similar nature (but in no event less than reasonable care) to protect the Disclosing Party’s Confidential Information;
- not use any Confidential Information for any purpose outside the scope of this Agreement; and
- limit access to Confidential Information to its employees, contractors, and advisors who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations no less protective than those herein.

### 8.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information if it is required to do so by law, regulation, or court order, provided that (to the extent legally permitted) it gives the Disclosing Party prompt notice of the request and reasonably cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

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## 9. Intellectual Property; Feedback

### 9.1 Ownership

As between the Parties:

- Verisq AI and its licensors own all right, title, and interest in and to the Verisq AI Technology and all related intellectual property rights; and
- Customer owns all right, title, and interest in and to Customer Data and any non-software deliverables expressly identified as “Customer Work Product” in an Order Form or SOW (“**Customer Deliverables**”).

This Agreement does not transfer any intellectual property rights from one Party to the other except as expressly set forth herein.

### 9.2 License to Cloud Services

Subject to Customer’s continued compliance with this Agreement and payment of all applicable fees, Verisq AI grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 13.3), non-sublicensable license during the applicable Subscription Term to access and use the Cloud Services and associated documentation solely for Customer’s internal business purposes.

### 9.3 Professional Services Deliverables

Unless otherwise expressly stated in the applicable Order Form or SOW:

- Customer owns Customer Deliverables, excluding any Verisq AI Technology embedded therein;
- Verisq AI retains all right, title, and interest in and to any Verisq AI Technology embedded in or used to develop Customer Deliverables; and
- Verisq AI grants to Customer a perpetual, worldwide, non-exclusive, non-transferable (except as permitted under Section 13.3), royalty-free license to use, reproduce, display, and internally distribute any Verisq AI Technology solely as

incorporated in the Customer Deliverables, for Customer's internal business purposes.

#### **9.4 Feedback**

Verisq AI may use any suggestions, ideas, or feedback provided by Customer or its Authorized Users relating to the Services without restriction or obligation to Customer, provided that Verisq AI does not identify Customer as the source of such feedback without Customer's prior written consent.

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### **10. Warranties; Disclaimers**

#### **10.1 Mutual Warranties**

Each Party represents and warrants that:

- it has the full power and authority to enter into this Agreement; and
- its execution and performance of this Agreement will not conflict with or result in any breach of any other agreement to which it is a party.

#### **10.2 Verisq AI Warranties**

Verisq AI warrants that:

- during the applicable Subscription Term, the Cloud Services will operate materially in accordance with the applicable documentation; and
- any Professional Services will be provided in a professional and workmanlike manner.

Customer's exclusive remedy for breach of the warranties in this Section 10.2 shall be, at Verisq AI's option, to:

- re-perform the non-conforming Services; or
- provide a commercially reasonable workaround.

If Verisq AI is unable to do so within a reasonable period, Customer may terminate the affected Services and receive a refund of prepaid fees for the period following termination for the non-conforming Services.

#### **10.3 Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND VERISQ AI AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. VERISQ AI DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

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## **11. Indemnification**

### **11.1 By Verisq AI**

Verisq AI shall defend Customer against any third-party claim alleging that Customer’s authorized use of the Cloud Services infringes or misappropriates such third party’s intellectual property rights, and shall pay any damages finally awarded against Customer (or any settlement amounts agreed by Verisq AI) in connection with such claim, subject to the limitations in Section 12.

If such a claim is made or appears likely to be made, Verisq AI may, at its option and expense:

- modify the Cloud Services so that they become non-infringing while preserving substantially equivalent functionality;
- replace the Cloud Services with a non-infringing service that provides substantially equivalent functionality; or
- terminate the affected Cloud Services and refund any prepaid fees covering the period following termination for such Cloud Services.

The obligations in this Section 11.1 do not apply to the extent the claim arises from:

- Customer Data;
- any modification of the Cloud Services by anyone other than Verisq AI;
- combination of the Cloud Services with products, services, data, or processes not provided by Verisq AI; or
- Customer’s use of the Cloud Services in violation of this Agreement.

### **11.2 By Customer**

Customer shall defend Verisq AI against any third-party claim arising out of or relating to:

- Customer's use of the Services in violation of this Agreement or Applicable Law; or
- Customer Data (including any allegation that Customer Data infringes or violates the rights of a third party),

and shall pay any damages finally awarded against Verisq AI (or any settlement amounts agreed by Customer) in connection with such claim, subject to the limitations in Section 12.

### **11.3 Conditions**

Each Party's indemnification obligations are conditioned on the indemnified Party:

- providing prompt written notice of the claim;
- giving sole control of the defense and settlement of the claim to the indemnifying Party (except that the indemnified Party may participate with its own counsel at its own expense); and
- providing reasonable cooperation at the indemnifying Party's expense.

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## **12. Limitation of Liability**

### **12.1 Exclusion of Certain Damages**

To the maximum extent permitted by Applicable Law, neither Party shall be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for any loss of profits, revenue, goodwill, or data (in each case whether direct or indirect), arising out of or relating to this Agreement, even if the Party has been advised of the possibility of such damages or such damages were reasonably foreseeable.

### **12.2 General Cap**

Except for Data Protection Claims and subject to the carve-outs below, each Party's aggregate liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid or payable by Customer for the Services giving rise to the claim during the twelve (12) month period immediately preceding the first event giving rise to such liability.

### **12.3 Data Protection Claims Cap**

Verisq AI's aggregate liability for all Data Protection Claims arising in any twelve (12) month period shall not exceed two (2) times the total fees paid or payable by Customer for the Services giving rise to the Data Protection Claims during that same period.

## **12.4 Carve-Outs**

The limitations and exclusions in this Section 12 do not apply to:

- Customer's obligation to pay fees under this Agreement;
  - either Party's liability for its gross negligence or willful misconduct; or
  - either Party's indemnification obligations for third-party claims under Section 11 (up to the applicable cap).
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## **13. General Provisions**

### **13.1 Order of Precedence**

In the event of any conflict between the documents that form part of this Agreement, and unless expressly stated otherwise in an Order Form or other document, the order of precedence is:

1. the DPA (solely with respect to the processing of personal data);
2. the applicable Order Form or Purchase Schedule (including any schedules or exhibits thereto that are expressly incorporated);
3. this Agreement (Master Subscription Agreement);
4. any applicable SOW; and
5. the CET.

No terms or conditions stated in a Customer purchase order or other ordering documentation (other than an executed Order Form) shall be incorporated into or form any part of this Agreement.

### **13.2 Governing Law; Venue**

Governing law and exclusive venue for any dispute arising out of or relating to this Agreement shall be as specified in the CET for the applicable Verisq contracting entity and Customer region. To the extent the CET does not specify governing law or venue for a particular transaction, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and the Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Wake County, North Carolina.

### **13.3 Assignment**

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without such consent in connection with a merger, reorganization, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates, provided that the assignee is not a direct competitor of the non-assigning Party and agrees in writing to be bound by this Agreement. Any attempted assignment in violation of this Section 13.3 is null and void. Subject to the foregoing, this Agreement binds and benefits the Parties and their respective successors and permitted assigns.

### **13.4 Non-Solicitation**

During the term of this Agreement and for twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment any employee of the other Party who has been materially involved in the performance or receipt of the Services, without the other Party's prior written consent; provided that general solicitations not specifically targeting such employees shall not be prohibited. If a Party hires such an employee in breach of this Section 13.4, the hiring Party shall, upon request, pay to the other Party an amount equal to six (6) months of the employee's then-current base salary as a reasonable estimate of recruitment and training costs.

### **13.5 Notices**

All notices under this Agreement shall be in writing and shall be deemed given when:

- delivered personally;
- sent by certified or registered mail, return receipt requested; or
- sent by nationally recognized overnight courier,

to the addresses specified in the applicable Order Form (or to such other address as a Party designates in writing).

### **13.6 Relationship of the Parties**

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

### **13.7 Force Majeure**

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor actions, or government

actions, provided that such Party uses commercially reasonable efforts to mitigate the impact of such events.

### **13.8 Entire Agreement; Amendments**

This Agreement, together with all Order Forms, Purchase Schedules, SOWs, the CET, the DPA, the Security Addendum, and any addenda expressly incorporated by reference, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, and representations (written or oral). Any amendment or modification of this Agreement must be in writing and signed by both Parties, unless otherwise expressly permitted in this Agreement (for example, as to DPA or Security Addendum updates).

### **13.9 Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions remain in full force and effect, and the provision shall be replaced with a valid, enforceable provision that most closely reflects the Parties' original intent.

### **13.10 Waiver**

No failure or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right. Any waiver must be in writing and signed by the waiving Party.