

SAAS AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY: THIS SAAS AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN O3 INSIGHT, INC. (“COMPANY”) AND YOU OR THE ENTITY THAT YOU REPRESENT (YOU OR ANY SUCH ENTITY, “CUSTOMER”). BY USING OR ACCESSING THE SERVICES (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT ACCESS OR USE THE SERVICES IN ANY WAY. THIS AGREEMENT GOVERNS YOUR INITIAL PURCHASE OF THE SERVICES AND RELATED SUPPORT SERVICES, AS WELL AS ANY FUTURE PURCHASES MADE BY YOU THAT REFERENCE THIS AGREEMENT. COMPANY, with its principal place of business located at 1500 1ST AVENUE NORTH, UNIT #14, BIRMINGHAM, AL 35203, is willing to grant you access to the Services on the condition that you accept all the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SAAS AND SUPPORT

1.1 Subject to the terms of this Agreement and the applicable ordering document (the “Order Form”) and/or Statement of Work (“SOW”), Company grants Customer a nonexclusive, royalty-free, nontransferable right, solely during the Service Term to access and use the Services solely for Customer’s internal business purposes. Company will use commercially reasonable efforts (a) to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company will give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Company’s reasonable control, including, for example, Force Majeure Events; and (b) to provide support services in accordance with Company’s support terms. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account.

1.2 Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Company with respect to future functionality or features.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly (i) 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 its underlying software; (ii) modify, copy, display, republish, translate, or create derivative works based on the Services or the underlying software (except to the extent expressly permitted by Company or authorized within the Services); (iii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iv) remove any proprietary notices or labels from the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.3 Customer represents, covenants, and warrants that Customer will use the Services in compliance with this Agreement and all applicable laws and regulations. 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.



2.4 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 Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose confidential and proprietary information, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all order forms and Statements of Work hereunder), the Services, Company's security information, audits and reports, and each Party's respective business and marketing plans, technology and technical information, product designs, and business processes (hereinafter referred to as "Proprietary Information"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data submitted by or on behalf of Customer to the Services ("Customer Data"). The Receiving Party will use at least the same level of care to prevent unauthorized use of the Proprietary Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party may disclose Confidential Information to its and its Affiliates' personnel, auditors, accountants, attorneys, or advisors who have a need to know in order to exercise Receiving Party's rights or perform Receiving Party's obligations under this Agreement and who are subject to confidentiality obligations at least as protective as those herein. The confidentiality obligations contained in this Section 3 supersede and replace any prior non-disclosure agreement between the Parties regarding the subject matter covered by this Agreement. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, provided that the Receiving Party shall exercise diligent efforts to seek protective or confidential treatment of any such disclosure.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Documentation, and all improvements, enhancements or modifications thereto, whether arising out of support calls or Customer suggestions or otherwise, (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 about the provision, use and performance of various aspects of the Services and related systems and technologies based on Customer's use of the Services ("Usage Data"), 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 aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. In addition, Customer and its Users may, but are not required to, give Company suggestions, enhancement requests, recommendations, comments or other feedback relating to the features, functionality or operation of the Services or any implementation services ("Feedback"). Company may use all Feedback freely without restriction or obligation. Feedback and Usage Data will not include Customer Data, and Company will not identify Customer or its Users as the source of Feedback or Usage Data.

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 Service 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 by Company 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, plus all expenses of collection and may result in immediate termination of Service.

4.3 **Taxes.** Fees are exclusive of all taxes and similar assessments, including, but not limited to, any applicable sales, excise, and use taxes, of any kind imposed by any federal, state, or local governmental or regulatory authority ("Taxes"). Customer shall pay any Taxes directly or to Company, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Company with a valid tax exemption certificate.

5. TERM AND TERMINATION

5.1 In addition to any other remedies it may have, either Party may terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), 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. WARRANTIES AND DISCLAIMERS

6.1 Each party represents that it has validly entered into this Agreement and has the legal power to do so. Company warrants that during the Service Term: (a) the Services will perform materially in accordance with Company's then-current online user guides, as updated from time to time, and as made accessible from within the Services (the "Documentation"); and (b) it will perform the Implementation Services in a professional and workmanlike manner.

6.2 Customer's exclusive remedy and Company's entire liability for a breach of the warranty set forth in Section 6.1(a) will be for Company to correct any material reproducible impairments to the features and functionality in the Services so that it materially conforms to the warranty, and if Company is unable to provide such Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable Order Form and receive a refund of any prepaid fees applicable to the remaining portion of the Service Term following the effective date of termination. Customer's exclusive remedy and Company's entire liability for a breach of the warranty set forth in Section 6.1(b) will be for Company to re-perform the applicable Implementation Services, and if Company is unable to perform such Implementation Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable SOW and recover the portion of the fees paid for the nonconforming Implementation Services.

6.3 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. INDEMNIFICATION

7.1 Indemnification by Company. Company will defend Customer, at Company’s expense, against any claim, demand, suit or proceeding (each, a “Claim”) made or brought against Customer by a third party alleging that the use of the Services as authorized hereunder infringes a third party’s U.S. patent, copyright, or trademark, and Company will indemnify and hold Customer harmless against all damages, attorneys’ fees and costs finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Company, as a result of such Claims. Upon receiving notice of a Claim, Customer will (a) give Company prompt written notice of the Claim; (b) give Company sole control of the defense and settlement of the Claim (provided that Company may not settle any claim unless it unconditionally releases Customer of all liability); and (c) provide to Company, at Company’s expense, all reasonable assistance in the defense or settlement of such Claim. Company’s indemnification obligation will be offset to the extent its ability to defend or settle a claim is prejudiced by Customer’s failure to comply with the preceding sentence. Company will have no indemnification obligation for Claims arising from (x) the combination of the Services with any services, hardware, software, interface, data or processes not provided by Company if the Services or use thereof would not infringe without such combination; (y) use of the Services by Customer other than in accordance with this Agreement and the applicable Order Form or SOW; or (z) Customer Data. If the Services are held or likely to be held infringing, Company may, in its sole discretion, at no cost to Customer: (i) replace or modify the Services so that they are no longer claimed to infringe, (ii) obtain a license for Customer to continue using the Services in accordance with the Agreement, (iii) replace the Services with a functionally equivalent service; or (iv) terminate Customer’s subscription to the applicable Services and refund any prepaid, unused fees applicable to the remaining portion of the Service Term of the applicable Services following the effective date of termination. This Section 7.1 states Company’s entire liability and Customer’s exclusive remedy for any claim of intellectual property infringement.

7.2 Indemnification by Customer. Customer will defend Company, at Customer’s expense, against any Claims made or brought against Company by a third party alleging that the Customer Data, or Customer’s use of the Services in violation of this Agreement, infringes or otherwise violates a third party’s property or privacy rights, or infringes a U.S. patent, copyright, or trademark of a third party, and Customer will indemnify and hold Company harmless against all damages, attorneys’ fees and costs finally awarded against Company by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, as a result of such Claims. Upon receiving notice of a Claim, Company will (a) give Customer prompt written notice of the Claim; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Company of all liability); and (c) provide to Customer, at Customer’s expense, all reasonable assistance in the defense or settlement of such Claim. Customer’s indemnification obligation will be offset to the extent its ability to defend or settle a claim is prejudiced by Company’s failure to comply with the preceding sentence.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. EXCEPT FOR CUSTOMER’S PAYMENT OBLIGATIONS PURSUANT TO SECTION 4, CUSTOMER’S BREACH OF SECTION 2, OR EITHER PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, IN NO EVENT WILL EITHER PARTY’S OR ITS LICENSORS’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.



8.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS LICENSORS FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. NOTICES

Company may give general notices related to the Services that are applicable to all customers by email or through the Services. All other notices required to be sent hereunder will be in writing and will be effective upon (i) personal delivery, or (ii) five business days after mailing, in each case addressed as follows: if to Company at its principal office indicated above to the attention of Finance Department, and, if to Customer, to Customer's address on record in Company's account information, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

10. DISPUTE RESOLUTION.

10.1 Negotiation. Prior to initiating any court proceeding pursuant to Section 10.3, if any dispute arises between the Parties in respect of this Agreement, a Party must: (a) issue a written notice to the other Party notifying such other Party of the existence of a dispute; and (b) use good faith efforts to resolve the dispute through negotiation. Notwithstanding the timeframes set forth below, it is the intent of the Parties to work in good faith to resolve the matter as soon as possible.

10.2 Escalation Procedures. Further, prior to initiating any court proceeding pursuant to Section 10.3, any dispute, controversy, or claim arising out of or relating to this Agreement which cannot be resolved within fifteen (15) business days between the Company's project manager and the Customer project manager shall be referred to each Parties' executive leadership teams for good faith discussion and resolution. If such dispute, controversy or claim cannot be resolved by such good faith discussions within thirty (30) business days of joint review by the Parties' executive leadership teams, each Party shall have the right to pursue all other rights and remedies available to them by law.

10.3 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. In any action or proceeding to enforce rights under this Agreement, each Party will be responsible for its own costs and attorneys' fees.

10.4 Injunctive Relief. Notwithstanding the foregoing, if either Party breaches, or threatens to breach the provisions of this Agreement concerning confidentiality, data privacy or intellectual property rights, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages, in any court having jurisdiction.

11. MISCELLANEOUS

11.1 Severability. 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.



11.2 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.3 Entire Agreement. This Agreement 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. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. Company reserves the right to modify the terms and conditions of this Agreement, at its sole discretion, effective upon the commencement of any renewal Service Term. Customer is responsible for regularly reviewing this Agreement. CONTINUED USE OF THE SERVICES AFTER ANY SUCH CHANGES SHALL CONSTITUTE CUSTOMER'S CONSENT TO SUCH CHANGES. If Company modifies this Agreement during Customer's Service Term, and Customer objects to the updated agreement, as Customer's exclusive remedy, Customer may choose to terminate this Agreement and cease using the Services. No terms or conditions set forth on any purchase order or in any vendor on-boarding process shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

11.4 Relationship of the Parties; No Third-Party Beneficiaries. 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. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5 Force Majeure. Neither party will be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control, and denial of service attacks (each a "Force Majeure Event"). The party affected will be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof), it being understood that a Force Majeure Event will not excuse any obligation of Customer to pay invoices due in accordance with the provisions hereof. The party affected will promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event with reasonable dispatch. Either party may terminate this Agreement in the event the Force Majeure Event continues for more than forty five (45) days.

Last updated: November 2025

