SaaS SUBSCRIPTION TERMS

a)   Subject Matter.

    i.   Subject to Subscriber's and its Users' compliance with the terms and conditions of the Master Agreement and these SaaS Subscription Terms (including any SaaS Agreement(s) thereof), Syntax hereby grants Subscriber: (A) a limited, non-exclusive, fully revocable and non-transferable right to access and use the Syntax SaaS Services solely for the specific usage purpose which shall be described and set forth in an SaaS Agreement(s), during the term of this SaaS Agreement and within the geographical location (the "Territory") specified herewith, where applicable; (B) a limited, revocable, non-exclusive, non-sublicensable (except to Subscriber's Affiliates and for permitted use by permitted Users), non-transferable license during the applicable Term (defined in this SaaS Agreement) to: (i) access and use the Syntax API for the purpose of facilitating the transfer of information from Subscriber to the Syntax SaaS Services and give effect to the Subscriber's business purposes; and (C) revocable, non-exclusive, non-sublicensable (except for permitted use by permitted Users), non-transferable, limited license during the applicable Term of this SaaS Agreement to use Syntax materials, documentation and reports solely for the purpose of use and receipt of the Syntax SaaS Services.

    ii.   Under no circumstances shall the Syntax SaaS Services be used for the purpose of creating any derivative works whatsoever, except, as may be the case, to the extent expressly set forth in an applicable SaaS Agreement(s). The Syntax SaaS Services may be accessed, viewed and used only by Subscriber's User Group under this SaaS Agreement, or any successor User Group thereto within Subscriber of similar purpose and composition (the "Group"). Subscriber shall not permit any other individuals, whether or not Subscriber employees or agents, to access, view, or use the Syntax SaaS Services. The Syntax SaaS Services and any component thereof may not be sold, distributed or made available by Subscriber to others as part of any commercial product or any product for use by any Party, including without limitation other Subscriber employees who are not part of the User Group.

b)   SaaS Agreement

Syntax shall permit Subscriber to access and/or use the Syntax SaaS Services described in this SaaS Agreement in accordance with the terms and conditions of this SaaS Agreement. Use of the Syntax SaaS Services is subject to any restrictions set forth in this SaaS Agreement. This SaaS Agreement is defined to include all attachments and/or exhibits attached thereto. Subscriber may add more Syntax services if Syntax and Subscriber each execute additional SaaS Agreements or CRs/COs. In the event of any conflict between the terms of the Master Services Agreement and the terms of this SaaS Agreement, the terms of the latter shall govern.

c)   Responsibilities and Exclusions

    i.   Subscriber shall acquire, install, operate and maintain at Subscriber's expense all communications lines, equipment, services and related technology necessary to use the Syntax SaaS Services. In the event the Subscriber requests that hardware or software other than the Syntax SaaS Services be acquired on its behalf by Syntax, the same, including additional fees, will be itemized in an additional SaaS Agreement. Subscriber is responsible for maintaining in place, at its expense, any hardware and software maintenance or support agreements with such third-party vendor/licensor, and for all user fees, license fees, and other licensor fees related to such hardware and software. Notwithstanding anything to the contrary in this SaaS Agreement and/or in the Master Agreement, Syntax will have no liability to the Subscriber for any failure of the Syntax SaaS Services to perform as expected which results directly or indirectly from Subscriber's failure to comply with its obligations under this SaaS Agreement and/or the Master Agreement.

    ii.   Subscriber will provide any remote connectivity and credentials for the relevant Syntax personnel consultants to provide the Syntax SaaS Services or any Service Support.

    iii.   Syntax takes no responsibility for the nature and type of information and content stored by Subscriber.

    iv.   Syntax is excluded from any liability for damages of any kind that may be due to access to and/or use of the service by the Subscriber against the provisions of this SaaS Agreement and/or the Master Agreement.

d) Adjustment

The Parties expressly acknowledge and agree that Syntax may adjust the prices or fees for Services with effect from the beginning of each calendar year (the "Annual Adjustment"). Syntax shall communicate such Annual Adjustment by means of a written declaration to Subscriber at its discretion in compliance with the following principles:

    i.   Syntax may adjust the prices and fees based on the changes in the general Consumer Price Index (the "CPI") in the previous twelve (12) months, which is published by the bodies listed below or whatever body may supersede it.

        1.   For **the United States**, published by the US Department of Labor, as located at https://www.bls.gov/cpi/

        2.   For **Germany**, published by German Federal Statistical Office ("Statistisches Bundesamt") - Genesis Online Index No. 62361-0016, code WZ08-62, as located at https://www-genesis.destatis.de/datenbank/online/url/f7e59aec

        3.   For **Canada**, published by Statistics Canada, as located at https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes

        4.   For **Spain**, published by the Instituto Nacional de Estadísitca, as located at (https://www.ine.es/dyngs/IPC/es/index.htm?cid=1425

    ii.   The Annual Adjustment will be effective as from the beginning of every calendar year. If the CPI is published with delay, then the Parties expressly acknowledge and agree that the prices or fees for Services will be adjusted retroactively once the CPI has been published. For the avoidance of doubt, any delay in notifying the Annual Adjustment, will not be understood as a waiver or loss of the right of Syntax to adjust the prices and fees in accordance with this clause.

    iii.   The Parties expressly agree that: (i) successive Annual Adjustments will be cumulative and (ii) the Annual Adjustment will only be applied in case the CPI is positive and therefore, no negative adjustment will be applicable regardless of the CPI being negative.

    iv.   In the event that the CPI is no longer published, the index published by the bodies listed above or any superseding body which most closely reflects the development of average price index shall form the basis for the determination of the changed framework.

e) Term and Termination

    i.   This SaaS Agreement may be terminated as follows: (a) if Subscriber commits a fundamental breach of a provision of this SaaS Agreement and/or the Master Agreement and fails to remedy such breach within thirty (30) business days of receiving written notice thereof by Syntax ("Notice of Breach"); or (b) if a receiver is appointed over any assets of either Party or if either Party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. A fundamental provision of this Agreement shall be the payment terms, subject to the Master Agreement and the Usage Restrictions subject to Section f) below as well as AWS' terms of use.

    ii.   Upon any expiration or termination of this SaaS Agreement, Subscriber shall (i) immediately terminate all access to the Syntax SaaS Service, and/or (ii) where applicable, immediately delete any code lines and/or in general any Syntax IP (as defined under the relevant section in the Master Agreement), then in its possession or stored on any device within Subscriber's control; except if: (i) required to be retained by applicable law, rule or regulation or for audit purposes; or (ii) it has been created pursuant to automatic archiving or back-up procedures and which cannot be reasonably deleted; provided that Subscriber shall not disclose, access or use any such computer records or files following the date on which Subscriber would have otherwise destroyed them.

f) Usage Restrictions

    i.   Prohibited usage activities include, without limitation, any use of the Syntax SaaS Services in a manner that, in Syntax's reasonable judgment, involves, facilitates, or attempts any of the following:

i. Copying, in whole or in part, modifying, adapting, tampering with, translating or creating derivative works from Syntax SaaS Service.

ii. Except as expressly set forth in this SaaS Agreement, reverse engineering, selling, redistributing internally, licensing to any third parties the Syntax SaaS Service, or any part thereof, nor including the same or any part thereof in any commercial product or service of the Subscriber, nor publishing performance or benchmark tests or analysis relating to the Syntax SaaS Services, unless stated in separate SaaS Agreement and/or authorized in writing by Syntax.

iii. Creating an internal or external product or service similar to or which may in any way compete in capabilities with and or create a functional substitute of the Syntax SaaS Services.

iv. Using the Syntax SaaS Service as a component in any other software system unless specifically authorized by Syntax. Subscriber agrees to indemnify and reimburse Syntax for any damage to the operations of Syntax that may be caused by violation of this provision.

v. Violating any law of any applicable jurisdiction.

vi. Except with Syntax's prior written permission, publishing performance or benchmark tests or analyses relating to the Syntax SaaS Services.

vii. Sending of unsolicited or unauthorized advertising, promotional materials, junk e-mails, chain letters or spam to individuals or lists of individuals who have not requested or consented thereto.

viii. Falsifying any material originating from or belonging to Syntax.

ix. Using the Syntax SaaS Services or Syntax SaaS Services' content in any way to create or send misleading or false information.

ii. Any other uses of the Syntax SaaS Service outside those expressly granted under this SaaS Agreement require the prior written consent of Syntax. In the event that the Subscriber performs, threatens to perform or attempts to perform any of the actions described in points under section i) above, Syntax may temporarily block the provision of the affected Syntax SaaS Services to Subscriber.

iii. Moreover, as between Syntax and Subscriber, Subscriber acknowledges that the Syntax SaaS Services and all components thereof are Syntax's property and are subject to modification by Syntax. Where possible, Syntax shall provide to the Subscriber reasonable advance notice of any change including changing the functionality of Syntax SaaS Services. Syntax may, at its sole discretion from time-to-time issue new versions of the Syntax SaaS Services. Subscriber agrees to, as directed by Syntax, release documentation, accept such updates and perform required update procedures.

g) Audits and Inspections

No more than once per year, for the purpose of verifying compliance with the terms and conditions of this SaaS Agreement, Syntax (and Syntax authorized representatives) shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Subscriber's business and subject to Subscriber's security and other policies pertinent to audits, to audit and inspect Subscriber's offices, books and records relevant to this SaaS Agreement and to observe the use made of the Syntax SaaS Services and the manner in which the Syntax SaaS Services are accessed. For the avoidance of doubts, Syntax audits rights shall specifically extend to confirmation of Subscriber's deletion of any SYTNAX code lines and/or in general any Syntax IP in its possession or stored on any device within Subscriber's control, in line with Section e) point ii) above. Moreover, Subscriber acknowledges and agrees that the Syntax SaaS Services may contain internal controls to verify the proper use of the same in compliance with this SaaS Agreement, and which may prevent the Syntax SaaS Services from working properly if the granted usage limitation is exceeded.

h) Syntax GenAI Services' Rider

If the performance of Syntax SaaS Services implies the provision of Syntax GenAI Services, then the following dedicated terms shall apply and coexist with the relevant terms of this SaaS Agreement and the Master Agreement:

i. Limitation of Liability. Syntax makes no guarantees, representations or warranties with respect to the suitability, accuracy, quality, security, legality and reliability of Syntax GenAI Services, including any AI Outputs. Subscriber acknowledges that AI Outputs may contain errors and misstatements and may be incomplete or inaccurate. Before leveraging any AI Outputs, which are provided "AS IS," Subscriber and its users are responsible for making their own determinations that the AI Outputs are suitable, and SUBSCRIBER is solely responsible for any reliance on the accuracy, completeness, or usefulness of any AI

Outputs. Under no circumstances will Syntax be liable in any way for any AI Outputs or for any loss or damage of any kind incurred as a result of Subscriber's interaction with and/or use of Syntax GenAI Services. Moreover, the control and responsibility for data and its deletion remain with Subscriber. Syntax is not responsible for how the AI model is trained, as no training or fine-tuning of LLMs will occur. The solution is designed to utilize pre-existing LLMs.

ii. <u>Ownership of Subscriber Data</u>. As between Syntax and Subscriber, Subscriber owns all right, title, and interest, including all Intellectual Property Rights, in and to the Subscriber Data. For the avoidance of doubt, Subscriber Data means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Subscriber or Subscriber's Users through the Syntax GenAI Services, including such information collected from Users. Subscriber hereby grants to Syntax a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Subscriber Data and perform all acts with respect to the Subscriber Data as needed for Syntax to provide the Syntax GenAI Services.

iii. <u>Ownership of Inputs/Prompts and AI Outputs</u>. As between the Parties, and to the extent permitted by applicable laws, rules and regulations, if Subscriber provides inputs or prompts to the Syntax GenAI Services, then SUBSCRIBER shall maintain its ownership rights over that inputs or prompts (including Subscriber Data) as well as on AI Outputs, including any work product or deliverable created from those AI Outputs. Furthermore, SUBSCRIBER shall monitor the input and output where applicable, as Syntax does not assume liability for AI outputs.

iv. <u>Syntax GenAI Services Representations and Warrants</u>. Where Syntax relies on a third-party's technology or AI Models (hereinafter the "Third Party AI Technology") for the provision of Syntax GenAI Services, Syntax represents and warrants to Subscriber that i) it has the right to use the Third Party AI Technology through a license, ii) it complies with all use restrictions under that license, and iii) it has full power and authority to grant the rights under this Agreement to the Subscriber.

v. <u>Syntax GenAI Services Usage Limitation and Regulatory Compliance</u>.

   i. Syntax declares that Syntax GenAI Services and the technologies that comprise them comply with all regulatory compliance requirements that are legally binding under the European Regulation (EU) 2024/1689 ("AI Act"). Likewise, specifically, Syntax GenAI Services comply with the highest quality standards required by law, as well as ethical and social standards in accordance with AI Act and the principles of universal rights that protect and safeguard the fair and peaceful coexistence between people.
   ii. The scope of application and use of Syntax GenAI Services shall be that stipulated and detailed in the corresponding SaaS Agreement. Syntax GenAI Services are not designed nor authorized in any way (explicitly or tacitly) for any use that is not within the scope of application provided for in the SaaS Agreement agreed between the Parties and of which this Agreement forms an inseparable part. Syntax shall not be liable in any way, directly or indirectly, for any use outside this scope.
   iii. In relation to everything mentioned in the previous clauses, the purpose and scope of use of Syntax GenAI Services shall always be aligned with the uses legally permitted by the SaaS Agreement, the AI Act and any other applicable regulations. Any other use outside that scope is highly reproached and rejected by Syntax, and therefore, Syntax is not responsible for any malicious misuse that may be made of Syntax GenAI Services and the results that may accrue from it.

vi. Syntax GenAI Services may include AI models, technologies or features licensed from third parties ("Third-Party Components") that require Syntax to pass through additional terms. Specific terms applicable to Third-Party Components are available in this location: https://www.syntax.com/third-party-policies/ (collectively, the "Third-Party Terms"). For the avoidance of doubt:
   i. If new Third-Party Components are added from time to time or if any of the applicable Third-Party Terms are modified, such new or updated terms will be accessible via the above-mentioned link.
   ii. Insofar as the customer has agreed to terms and conditions directly with the provider of such Third-Party Components, such agreed terms shall take precedence over the Third-Party Terms in their area of application.
   iii. Syntax reserves the right to add, remove, or exchange Third-Party Components at any time, in its sole and absolute discretion.

iv. If Third-Party Components become unavailable, cease to function or are suspended for any reason (the "Affected AI"), Syntax will make commercially reasonable efforts to replace such Affected AI with another of similar specifications in due course. If no replacement is possible, Syntax may either reduce the scope of use or remove the Affected AI altogether.

v. Subscriber acknowledges and agrees that the Third-Party Components, and any accompanying documentation, are provided on an "as is", "as available" basis at Subscriber's own risk. Syntax does not make any and hereby explicitly disclaims all representations, endorsements, guarantees, conditions, undertakings, or warranties, express or implied, including, without limitation, any of merchantability, fitness for a particular purpose, title, or non-infringement of IP rights or any warranties concerning the Third-Party Components being error free or that they will operate without interruption.

vi. Under no circumstances shall Syntax be liable to Subscriber for any indirect, consequential, special, incidental, punitive or exemplary damages, including, without limitation, lost profits, lost data, lost savings and lost revenues, whether or not characterized in negligence, contract, or other theory of liability, arising from the access or use by Subscriber of any Third-Party Components.

i) Miscellaneous

i. Assignment. Subscriber may not assign its rights and obligations under this SaaS Agreement without the prior written consent of Syntax, which Syntax will not unreasonably withhold.

ii. Place of performance, service transfer point. The place of performance at which Syntax is to perform the service activities is the applicable registered office of Syntax unless otherwise agreed in this SaaS Agreement. This SaaS Agreement may indicate service transfer points. At such transfer points the responsibility of Syntax for the provision of the Services ends and the performance risk passes to the Subscriber. Unless otherwise agreed in this SaaS Agreement, the service transfer points shall be the network interface or the entry point of Syntax's computer center into the Internet.

iii. Export and Import Control. The Parties are aware that Syntax SaaS Services may be subject to export and import restrictions. In particular, there may be licensing obligations, or the use of the software and associated technologies abroad may be subject to restrictions. Syntax's performance of this SaaS Agreement is subject to the provision that there are no obstacles to such performance due to national and international regulations of export and import law or any other statutory regulations. The Parties will comply with the applicable export and import control regulations of Germany, the European Union, and the United States of America as well as all other relevant regulations.

iv. Anti-corruption. Each Party confirms that it understands the importance of anti-corruption and will comply and procure that its employees comply with all relevant and applicable anti-corruption and anti-bribery laws, rules, and regulations. For the purposes of this Agreement, "bribery" includes, but is not limited to promising or granting to the other Party, or to any of its employees involved in the award or execution of this Agreement, nor to any third party, any kind of bonuses or services, tangible or intangible, to secure a contract or an agreement or gain an important advantage. If either Party becomes aware of any conduct by one of the other Party's employees, subcontractors, independent advisors or consultants or agents that constitutes bribery or corruption in accordance with this Section, or if there is any specific suspicion of such conduct, it shall immediately inform the other Party of such knowledge and information. Each Party confirms that, any act of bribery (as defined above) or any breach of national, EU, or other relevant anti-corruption laws, rules and regulations, will be considered as a serious breach of this SaaS Agreement and the Master Agreement, entitling the other Party to terminate the latter and/or claim compensation and/or such other remedies as are available to it.

v. Severability Clause. If any provision of this SaaS Agreement is unlawful, void, or unenforceable, the Parties shall reform it to the extent necessary to correct the unenforceable provision and the remaining provisions shall remain in full force and effect.