SOFTWARE AS A SERVICE AGREEMENT

(SAAS COMMERCIAL VERSION 1.0)

This Software as a Service Agreement ("**SaaS Agreement**" or "**Agreement**"), effective as of the date specified on the Order Form, is entered into between Word Exploration Technologies, Inc. a Delaware corporation ("**WordX**"), **Customer** WordX and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS WordX provides access to the SaaS Services and certain support services to its customers; and

WHEREAS Customer desires to access the SaaS Services

WHEREAS WordX desires to provide Customer access to the SaaS Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WordX and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed hereunder.

1. DEFINITIONS

"**Administrator User**" means each Customer employee, consultant, contractor, and agent designated by Customer in the Order Form to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by WordX.

"**Authorized User**" means each Customer employee, consultant, contractor, and agent listed in the Order Form who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

"**Completion Tokens**" equate to words produced.

"**Conversations**" equate to a series of questions and answers where the history/context of the prior questions asked are maintained to provide contextual based responses. The initial navigation to the

site starts a conversation. Each time the Trash icon is selected, the history of the conversation is cleared, and a new conversation begins.

"Customer Content" means all data and materials provided or uploaded by Customer to WordX for use in connection with the SaaS Services, including, without limitation, customer applications, data files, and graphics.

"**Host**" means the computer equipment on which the Software is installed, which is owned and operated by WordX or its subcontractors, or Customer.

"Order Form" means the purchase order mutually executed by the Parties attaching or incorporating this SaaS Agreement by reference and containing the pricing and other key terms.

"Prompt tokens" equate to question length. 100 prompt tokens equate to approximately 75 words (on average).

Schedule" means the SaaS Offering & Price Schedule incorporated in the Order Form or executed separately by WordX and Customer for the purpose of purchasing SaaS Services under the terms and conditions of this SaaS Agreement.

"**Software**" means the object code version of any software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

"**SaaS Services**" refer to the specific WordX internet-accessible service identified in the Schedule that provides a license to use of WordX's Accelerated and Reduced Cost Proposal Development Software that is hosted by WordX or its services provider and made available to Customer over a network on a term-use basis.

"**Subscription Term**" shall mean that period specified in the Order Form during which Customer will have on-line access and use of the Software through WordX's SaaS Services.

"**Work Product**" means the product artifacts made available or generated by WordX to Customer through the use or operation of the SaaS Services.

2. SAAS SERVICES

2.1   During the Subscription Term, WordX hereby grants Customer a nonexclusive, non-assignable, non-transferable, non-sublicensable, royalty free, license and right to access and use the SaaS Services and related WordX user manuals, handbooks, and guides relating to the SaaS Services provided by WordX to Customer either electronically or in hard copy form/end user documentation relating to the SaaS Services ("Documentation") solely for Customer's internal business operations subject to the terms of this Agreement subject to any limit on the number of proposals identified in the Order Form .

2.2   Customer acknowledges that this Agreement is a SaaS agreement, and WordX will not be delivering copies of the Software to Customer as part of the SaaS Services, but the Documentation may be delivered in one or both of hardcopy and electronic format.

3. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than Authorized Users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify, adapt, or create derivative works based upon the SaaS Services or Work Products, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Work Products, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive any portion of the source code of the Software used to provide the SaaS Services, (vii) access the SaaS Services or use the Work Products in order to build a similar product or competitive product or to enhance an existing product, or (viii) offer, sell, resell, transfer, sub-license to third party. Subject to the limited licenses granted herein, WordX shall own all right, title, and interest in and to the Software and SaaS Services provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works, and Customer feedback related thereto and intellectual property rights therein. Customer hereby assigns, and agrees to execute any necessary documents to, assign all right, title, and interest it may have in the foregoing to WordX.

4. CUSTOMER RESPONSIBILITIES

4.1   <u>Assistance.</u> Customer shall provide commercially reasonable information and assistance to WordX to enable WordX to deliver the SaaS Services. Upon request from WordX, Customer shall promptly deliver Customer Content to WordX in an electronic file format specified and accessible by WordX. Customer acknowledges that WordX's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2   <u>Compliance with Laws.</u> Customer shall comply with all applicable laws in connection with its use of the SaaS Services. Customer acknowledges that WordX exercises no control over the content of the information transmitted by Customer or the Authorized Users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any

information, software or other material protected by copyright, confidentiality provisions, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights, and obtaining such permission is the sole responsibility of Customer.

4.3   Unauthorized Use; False Information. Customer shall: (a) notify WordX immediately of any unauthorized use of any password or user identification ("**ID**") or any other known or suspected breach of security, (b) report to WordX immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any Authorized User, and (c) not provide false identity information to gain access to or use the SaaS Services.

4.4   Acceptable Use. Users will be prompter to accept a banner upon login, which serves as the acceptable use policy. This ensures users understand and acknowledge their role in handling potentially sensitive data, including Controlled Unclassified Information (CUI).

4.5   Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. WordX shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

4.6   Customer Input. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, confidentiality, trademark or other intellectual property right of any third party, (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious, or (iii) contain any Federal Government classified information   IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ENSURE THAT ALL CUSTOMER CONTENT IS PERMITTED TO BE TRANSFERRED OR DISSEMINATED TO WORDX AND DOES NOT VIOLATE ANY RULES RELATED TO DISTRIBUTION OF OR ACCESS TO INFORMATION. Customer shall: (i) notify WordX immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security, (ii) report to WordX immediately and use reasonable efforts to stop any unauthorized use of the SaaS Service that is known or suspected by Customer or any Authorized User, and (iii) not provide false identity information to gain access to or use the SaaS Service.

4.7   License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to WordX a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content as necessary to provide the SaaS Services to Customer and to allow WordX to make changes to or improve their SaaS Services and Work Products.

4.8   Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. WordX or its licensors retain all ownership and intellectual property rights to the SaaS Services and Software programs. Customer understands that WordX's Pwin.ai products and SaaS Services may utilize Adobe's third party pdf extraction API. Information placed through this third party's tool will be subject to the third party's licensing rules: Adobe Legal Terms. Customer will not hold WordX responsible or liable for any third party's treatment and protection of Customer's data while in their system.

4.9   Suggestions. Pursuant to Section 3, WordX shall own all right, title, and interests in any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Administrator and Authorized Users, relating to the SaaS Services and any possible improvements to the functionality, operation, or use of the SaaS Services.

4.10   Reliance on SaaS Services. Customer shall be solely responsible for reviewing Customer Content and WordX reports for completeness, accuracy, and compliance and to validate the results, metrics, and data generate or identified by the SaaS Services. Customer acknowledges that the SaaS Services are not intended to be a substitute for human review of the terms or any solicitation or proposal.

4.11   Recordkeeping. Customer agrees to maintain records of Authorized Users and to notify WordX if the number of Authorized Users under the SaaS Agreement had been exceeded. WordX may audit such records upon providing reasonable notice to Customer.

5. ORDERS AND PAYMENT

5.1   Orders. Customer shall order SaaS Services as specified in an Order Form. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and any standard or printed terms contained in any Customer purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by WordX. In the event of a conflict between the purchasing terms of the Order Form and this SaaS Agreement, the terms of the Order Form shall take precedence.

5.2   Invoicing and Payment. Unless otherwise provided in an Order Form, WordX shall invoice Customer for all fees on the SaaS Agreement effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to WordX in United States Dollars.

5.3   Expenses. Customer will reimburse WordX for its reasonable, out-of-pocket travel and related expenses incurred in performing any services to support this SaaS Agreement. WordX shall notify Customer prior to incurring any such expense. WordX shall comply with Customer's travel and expense policy if made available to WordX prior to the required travel.

5.4   Taxes. WordX shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the SaaS Services. Customer shall not be liable for taxes based on WordX's net income, capital, or corporate franchise.

6. TERM AND TERMINATION

6.1   Term of SaaS Agreement. The term of this SaaS Agreement shall be specified in an Order Form.

6.2   Termination. Either Party may terminate this SaaS Agreement immediately upon a breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach.

6.3   Suspension for Non-Payment. WordX reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to WordX under this SaaS Agreement, but only after WordX notifies Customer in writing of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that WordX shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

6.4   Suspension for Ongoing Harm. WordX reserves the right to suspend delivery of the SaaS Services if WordX reasonably concludes that Customer or an Authorized User's use of the SaaS Services is causing immediate and ongoing harm to the rights of WordX or others. In the extraordinary case that WordX must suspend delivery of the SaaS Services, WordX shall immediately notify Customer in writing of the suspension and the Parties shall diligently attempt to resolve the issue. WordX shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit WordX's rights under Section 6.5 below.

6.5   Effect of Termination.
(a) Upon termination of this SaaS Agreement, WordX shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate. WordX will dispose of all Customer Content within thirty (30) calendar days post-termination.

(b) If WordX terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to WordX all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by WordX, then WordX shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(c) Upon termination of this SaaS Agreement, the receiving Party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving Party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the Parties.

(d) If termination of this SaaS Agreement takes effect during a billing cycle, billing will be prorated based on the number of days the Agreement was active during the cycle.

7. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement ("**SLA**") for the SaaS Services is set forth below. The SLA sets forth Customer's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

a) WordX relies on the backing services provided by Adobe and Microsoft Azure.

b) WordX will strive for an 99.9% unplanned outage SLA but does not assume liability toward that SLA given the capacity issues currently being addressed by the underlying providers.

c) Upon Customer submission of Flight Plan and the draft generation, or upon submission of gold team report generation, WordX will strive for a 24-hour turnaround time on the Response Generation.

d) WordX will provide monthly access reports to Customer.

e) WordX's Disaster Recovery Plan will be made available to the customer during the onboarding and delivery process. WordX's Recovery Point Objective is seven (7) calendar days. WordX's Recovery Time Objective is 24 hours.

8. WARRANTIES

8.1   Limited Warranty. WordX represents and warrants that any professional or support services will be provided in a professional manner consistent with general industry standards. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2   THE SOFTWARE IS PROVIDED "AS IS" AND WordX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WordX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. FURTHER, WordX CANNOT GUARANTEE THAT THE DATA RECEIVED FROM THE CUSTOMER WILL BE COMPLETE AND COMPREHENSIVE AND CANNOT ASSERT THAT ANY WORK PRODUCTS DELIVERED TO THE CUSTOMER IS ALL ENCOMPASSING, ACCURATE,OR WILL GUARANTEE THE CUSTOMER RECEIVES ANY RESULTS INCLUDING A FAVORABLE PROPOSAL OUTCOME. THE FINAL ASSESSMENT OF ACCURACY OF THE CUSTOMER CONTENT PROVIDED RESIDES WITH THE CUSTOMER. NEITHER WordX NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL WordX OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR

UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF WordX) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The foregoing limitations shall not apply to the Parties' obligations (or any breach thereof) under Sections entitled "Restriction," "Indemnification," or "Confidentiality."

10. INDEMNIFICATION

10.1   Indemnification by WordX. WordX shall defend, Customer at WordX's expense from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") sought from incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, and WordX shall pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any Third-Party Claim or as agreed to by WordX in a settlement agreement signed by WordX. WordX shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by WordX, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement, or (d) services provided by a third party. WordX may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date if WordX in its sole judgment determines that the SaaS Services are or are likely to become subject to a Third-Party Claim.

10.2   Indemnification by Customer. If a third party makes a claim against WordX that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend WordX and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against WordX or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

10.3   Conditions for Indemnification. A Party seeking indemnification under this section shall (a)

promptly notify the other Party of the claim, (b) give the other Party sole control of the defense and settlement of the claim, and (c) provide, at the other Party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other Party in the defense and settlement of the claim. The indemnified party may assist in the defense if it chooses at its own expense.

11. CONFIDENTIALITY

11.1   Definition. "Confidential Information" means any information disclosed by a Party to the other Party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving Party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing Party under an obligation of confidentiality.   Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. WordX software and Documentation are deemed Confidential Information of WordX.

11.2   Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter, each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. Neither Party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information, and which are provided to the Party hereunder. Each Party may disclose Confidential Information of the other Party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving Party.

11.3   Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving Party, (b) is known to the receiving Party, without restriction, at the time of disclosure or becomes known to the receiving Party, without restriction, from a source other than the disclosing Party not bound by confidentiality obligations to the disclosing Party, or (c) is independently developed by the receiving Party without use of the Confidential Information as demonstrated by the written records of the receiving Party. The receiving Party may disclose Confidential Information of the other Party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving Party shall use reasonable efforts to promptly notify the other Party prior to such disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Each Party may disclose the existence of this SaaS Agreement and the relationship of the Parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each Party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12. GENERAL PROVISIONS

12.1   Non-Exclusive Service.   Customer acknowledges that SaaS Services and Work Products are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict WordX's ability to provide the SaaS Services and Work Products or other technology, including any features or functionality first developed for Customer, to other parties.

12.2   WordX Personal Data Obligations. In performing the SaaS Services, WordX will comply with the *pWin Security and Privacy Policy* available at https://www.pwin.ai/. The *pWin Security and Privacy Policy* is subject to change at WordX's discretion; however, WordX policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services.

12.3   Assignment. Neither Party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided however, that either Party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such Party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns. Either Party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such Party shall not be relieved of any obligation under this SaaS Agreement.

12.4   Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other Party at the address set forth on the cover page of this SaaS Agreement.

12.5   Force Majeure. Each Party will be excused from performance for any period during which, and to the extent that, such Party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

12.6   Waiver. No waiver shall be effective unless it is in writing and signed by the waiving Party. The waiver by either Party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.7   Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

12.8   Entire SaaS Agreement. This SaaS Agreement (including the Order Form and exhibits) contains the entire agreement of the Parties and supersedes all previous oral and written communications by the Parties, concerning the subject matter of this SaaS Agreement.   Standard or printed terms contained in Customer's purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by WordX mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

12.9   Modifications. As business evolves, WordX may change this SaaS Agreement. If a material change is made to this SaaS Agreement, WordX will provide Customer with reasonable notice

prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the SaaS Services. Customer can review the most current version of this SaaS Agreement at any time by visiting this page and by visiting the most current versions of the other pages that are referenced herein. Any revised version of this SaaS Agreement will become effective on the date set forth in WordX's notice, and all other changes will become effective upon posting of the change. If Customer (or any Customer user) accesses or uses the SaaS Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions. Except as provided above, this Saas Agreement may be amended or modified only by written agreement executed by both parties.

12.10   Survival. Sections 3, 6, and 8 through 12 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

12.11   Publicity. Customer agrees that WordX may utilize Customer's name and logo on its website and other public domain. Except as explicitly provided hereinbefore, WordX will seek prior written approval from Customer for any press release, case study, or the like that explicitly refers to Customer.

12.12   Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the SaaS Services. Both Parties agree that such export control laws govern Customer's use of the SaaS Services (including technical data) and any Work Products provided under this Agreement, and both Parties agree to comply with all applicable export laws and regulations.   Customer shall comply with all applicable federal laws, regulations, and rules, and be solely responsible to complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SaaS Services or any Customer Data outside the US. Customer acknowledges that non-U.S. citizen employees of WordX may have access to Customer Content, and Customer will not include ITAR or Export-regulated information in their Customer Content. The onus is on the Customer to ensure that the Customer Content and any associated Customer documentation meet this requirement. WordX will not review Customer Content for its applicability to Export Regulations.

12.13   No Third-Party Beneficiaries. This SaaS Agreement is an agreement between the Parties, and confers no rights upon either Party's employees, agents, contractors, partners of customers or upon any other person or entity.

12.14   Independent Contractor. The Parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the Parties will be deemed to place the Parties in any other relationship. Except as provided in this SaaS Agreement, neither Party shall be responsible for the acts or omissions of the other Party or the other Party's personnel.

12.15   Statistical Information.   WordX may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.

12.16   Governing Law. This SaaS Agreement shall be governed by the laws of the State of Delaware, excluding any choice of law rules. For the adjudication of any disputes arising under this Agreement, the Parties hereby consent to personal jurisdiction in the federal and state courts in the State of Delaware and agree and consent to venue exclusively in such courts located in the city of Wilmington in the county of New Castle.

12.17   Compliance with Laws. WordX shall comply with all applicable laws in connection with its delivery of the SaaS Services.

12.18   Dispute Resolution. Customer's satisfaction is an important objective to WordX in performing its

obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the Parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the Parties agree to hold a meeting within fifteen (15) days of written request by either Party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, either Party may protect its interests by any lawful means available to it.

12.19 <u>Signatures</u>. This SaaS Agreement may be executed in multiple counterparts either by execution hereof or execution of an Order Form referencing this SaaS Agreement, each of which will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart signature page of this SaaS Agreement or an Order Form by electronic transmission (including via pdf or via a signature platform such as DocuSign, Adobe, etc.) will be effective as delivery of a manually executed counterpart.

Exhibit A

Allowable Customer Content

Data Type	Approved	Restrictions/Examples
Customer Owned Data	**Yes**	• Includes proprietary technology, Intellectual Property, Business Strategies, Financial Data, team details (qualifications, roles, responsibilities). • General business information, non-sensitive research. • Inventory data, supply chain information, logistics.
Customer PII	Partially	• **Allowed:** Non-sensitive PII, limited to Names, Company Emails, Employee Info/Resumes. • **Not Allowed:** Sensitive PII, such as Social Security Number (SSN), Medical Records, Passwords or PINs etc.
Health Records	No	• Not allowed (e.g., HIPAA or Healthcare-related client information).
Government CUI/FCI/CTI	No	• No confidential/classified client info for commercial or government data including no CUI, FCI, CTI data.
Publicly Disclosed Data	Yes	• Public customer data, Proposals/RFPs; technical proposal aspects (specifications, methodologies). • Public information, marketing materials.
Technical Design/Data	Partially	• **Allowed**: Public designs, diagrams, configurations. • **Not Allowed**: Data marked for security (CUI, CTI), sensitive contract information.

End of Exhibit A