

MSA • MASTER SUBSCRIPTION AGREEMENT

Master Subscription Agreement

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Definitions

- **"Affiliate"** means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
- **"including"** (and its variants) means including without limitation.
- **"Input Data"** means any data, information or material from Customer that is necessary for SPREAD to deliver the agreed Service and data processed by the Service in the course of Customer's use of the Service.
- **"Normal Communication Channels"** means the online channels through which SPREAD normally communicates important information to its customers, e.g., SPREAD's Service Desk or Download Center and the email address(es) provided by Customer.
- **"Personal Data"** means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information) is defined by Privacy Laws.
- **"Personal Data Breach"** means a breach of security causing the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
- **"Privacy Laws"** means all laws and regulations regarding data privacy and transmission of Personal Data that apply to SPREAD's provision of the Service to Customer or Customer's or Users' use of the Service.
- **"Service"** means SPREAD's SaaS offerings ordered by Customer according to a specific SOW.
- **"User(s)"** means Customer's Affiliates, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service.
- **"SPREAD Technology"** means all of SPREAD's and its licensors' proprietary technology that SPREAD makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, knowhow, techniques, designs and other tangible or intangible technical material or information).

1. Contract Structure and Order-of-Precedence

This Master Subscription Agreement ("MSA" or "Master Terms") is entered into between SPREAD GmbH ("SPREAD") and customer ("Customer") identified on the corresponding mutually executed statement of work/order document ("SOW") between Customer and SPREAD that references this MSA. If Customer purchases Services from SPREAD, the Parties must enter into a statement of work ("SOW") describing those

Services. This MSA together with a specific SOW (collectively, the "Agreement") govern Customer's access to and use of SPREAD's Service. In the event of any conflicts between this MSA and any SOW, the following order-of-precedence applies: SOW takes precedence and prevails over this MSA solely with respect to its subject matter. If there is an express conflict between the Agreement and any DPA entered into by Customer and SPREAD, the Agreement takes precedence over the DPA. Customer and SPREAD may be referred to in the Agreement individually as a "Party" and collectively as the "Parties."

2. Ownership of Service and SPREAD Technology

2.1 Ownership of the Service. The Service and SPREAD Technology are the property of SPREAD and its licensors, and is protected by copyright, patent, trade secret and other intellectual property laws. SPREAD and its licensors retain any and all rights, title and interest in and to the Service and SPREAD Technology (including all intellectual property rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Service and SPREAD Technology is limited to the rights expressly granted in this MSA and the applicable SOW. All rights not expressly granted to Customer are reserved and retained by SPREAD and its licensors.

2.2 Ownership and Use of Input Data. As between Customer and SPREAD all Input Data is the property of Customer. SPREAD may store, access and process Input Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other SPREAD offerings.

2.3 Usage Data. Customer acknowledges that SPREAD may automatically collect and process technical and usage data generated through Customer's and its Users' interaction with the Service ("Usage Data") for the purposes of operating, maintaining, analyzing, improving, and securing the Service and other SPREAD offerings. SPREAD collects and processes Usage Data by default. Customer may disable such analytics collection by notifying SPREAD in writing. Disabling analytics may limit SPREAD's ability to monitor, diagnose, and improve the Service.

3. Grant of Access

Subject to the terms and conditions of this MSA, SPREAD hereby grants to Customer the non-exclusive, non-transferable right to access and use the Service and SPREAD Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable SOWs (e.g., any usage volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein) ("License"). The number of Licenses to which Customer is entitled to, will be agreed upon, in the respective SOW.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription or licenses, SPREAD may (i) require Customer to acquire additional licenses or upgrade the subscription; or (ii) terminate all applicable Order Forms for cause in accordance with Section 8 below.

4. Implementation Support

To provide flexibility and meet the diverse needs of our Customers, SPREAD offers three distinct hosting options for the implementation of the SPREAD solution. These options cater to different security requirements, technical preferences, and operational environments.

4.1 Hosting in the SPREAD cloud. This option involves deploying the solution on SPREAD's secure, scalable cloud infrastructure. With this setup, clients benefit from high availability, performance, and managed support from SPREAD's cloud services team.

4.2 Hosting in the Customer's cloud. For Customers who prefer to manage their own cloud environments, this option allows the solution to be deployed on the Customer's preferred cloud platform (e.g., AWS, Azure, Google Cloud). SPREAD will work closely with the Customer to ensure the successful configuration and deployment of the solution within the Customer's cloud, meaning (i) Infrastructure Setup Support: SPREAD will assist in setting up the necessary infrastructure within the Customer's cloud environment. This includes guidance on provisioning the required compute resources, storage, and networking configurations to ensure optimal performance and scalability of the solution; (ii) Software Configuration & Deployment: Once the infrastructure is in place, SPREAD will configure and deploy the software, ensuring it is properly installed and ready for use. SPREAD's team will work with the Customer's cloud team to validate the setup and ensure that all components are correctly configured to meet the solution's operational requirements; (iii) Support: After deployment, SPREAD will provide continued support according to the agreed SLA (section 5 below) to ensure that the system runs smoothly.

Customer Responsibilities: To ensure a successful deployment, it is essential that the Customer grants SPREAD the necessary (admin) roles, access permissions, and privileges to their cloud environment. Specifically, SPREAD will require access and cloud services:

AWS: EKS (Elastic Kubernetes Service); RDS (Relational Database Service); ElastiCache; S3 (Simple Storage Service); IAM (Identity and Access Management); EC2 (Elastic Compute Cloud); VPC networks (Virtual Private Cloud); Secret Manager or Parameter Store; CloudWatch; KMS (Key Management Service).

Microsoft Azure: AKS (Azure Kubernetes Service); Azure Database; Azure Cache; Azure Blob Storage; Identity & Access; Azure Virtual Machines; Azure Virtual Network (VNet); Azure Key Vault; Azure Monitor.

Important Note: The timely provision of these access permissions is essential for SPREAD to carry out the implementation effectively. Any delays in granting the required permissions may result in delays to the deployment timeline or potential issues with the configuration of the solution.

4.3 Offline Hosting (available for Defense Customers only). This option is designed for Customers in highly sensitive sectors, such as defense or government, where data security and isolation from the internet are paramount. The solution is hosted on-premises or in a secure, isolated network, with no external connectivity.

Customer Responsibilities: To ensure a successful deployment, it is essential that the Customer grants SPREAD the necessary roles, access permissions, hardware requirements and privileges:

A single production environment meeting the following minimum specifications:

- At least 256 GB of RAM
- 32 logical CPU cores
- NVIDIA GPU with CUDA Compute Capability ≥ 8.0 and at least 24 GB of VRAM
- 2 TB SSD storage
- Kubernetes cluster (v1.30+) or a VM capable of running k3s with the above specs

Operational Requirements:

- VPN access to the hardware where the SPREAD application will be deployed;
- Admin access to the installation target where Kubernetes Cluster is installed;
- Firewall access rules enabling management and integration with the required data sources;
- The Customer must provision a DNS entry for the primary domain to be used for accessing the application.

5. SPREAD Availability and Support

5.1 Availability of software. SPREAD makes commercially reasonable efforts to ensure that the software (excluding third-party applications) is available at the Customer's premises during core working hours

(Monday to Friday, 9 a.m. to 5 p.m. CET) and for at least 97% of the time, except in the following circumstances: (i) during planned downtimes outside of business hours, provided the Customer is notified 24 hours in advance; (ii) in the event of an overload caused by high user frequency that leads to the interruption of operations due to the Customer exceeding the agreed capacity; (iii) if, for any reason, SPREAD cannot contact the Customer to resolve an availability issue, time will not continue until SPREAD can reach the Customer to begin addressing the issue; (iv) if the Customer's infrastructure does not ensure availability and the hosting instances are the cause of the availability issue; (v) if problems arise from the Customer's failure to comply with agreed procedures or from unauthorized changes made to the services by the Customer; (vi) in the event of a material breach of the terms of the agreement by the Customer and (vii) in the event of force majeure (see below).

5.2 Support and Service Levels. The Customer will receive free updates and standard support services during the agreed Response times. Customer may purchase extended support services separately as an additional package.

5.3 Support Levels for Software. As part of the software license, SPREAD provides the following service levels to ensure high availability, performance, and support for the software:

Support Channels — Customers may submit software support requests through <https://spread.ai/servicedesk>. SPREAD will monitor these channels during business hours to ensure responses within the timeframes agreed below.

Severity 1 — Definition: SPREAD is not functioning at all or is stopped or severely impacted so that Customer cannot reasonably continue use of SPREAD and no workaround is possible. Response time: One business day. Next steps: SPREAD will verify the issue, and will engage development staff during the support hours until a workaround is achieved, no later than 12 hours after the issue has been verified.

Severity 2 — Definition: SPREAD is functioning inconsistently causing significantly impaired customer usage and productivity, such as periodic stoppages and/or feature crashes. Response time: One business day. Next steps: SPREAD will verify the issue, and will engage development staff during the support hours until a workaround is achieved, no later than 24 hours after the issue has been verified.

Severity 3 — Definition: SPREAD is functioning inconsistently, causing slightly impaired usage and/or productivity, but customer can work around the inconsistency and/or impairment. Response time: Two business days. Next steps: SPREAD will verify the issue, and will consider a workaround or an enhancement if appropriate in SPREAD's sole discretion. SPREAD will consider enhancements for any such issue in a subsequent release.

Severity 4 — Definition: SPREAD is functioning consistently, but customer requests minor changes in SPREAD such as documentation updates, addressing cosmetic defects, or additional enhancements. Response time: Two business days. Next steps: SPREAD will consider the enhancement for inclusion in a subsequent release, and may follow up with a request for additional discussions to determine the best path forward.

6. Customer Responsibilities

6.1 Use Restrictions. Customer must not, without SPREAD's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Service or SPREAD Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or SPREAD Technology; (c) reverse engineering of the Service or SPREAD Technology; (d) gaining of unauthorized access to the Service, SPREAD Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, SPREAD Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any

Input Data in connection with the Service or SPREAD Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or SPREAD Technology.

Customer also must use reasonable security measures to access the Service and SPREAD Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or SPREAD Technology. SPREAD also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or SPREAD Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

6.2 Input Data. The Customer shall ensure that (i) the Input Data required by SPREAD for the full operation of the software solution is provided in the formats specified in the Agreement; (ii) SPREAD receives updated versions of the Input Data promptly after any updates are made to the original data; (iii) SPREAD is notified in a timely manner, with a minimum lead time of two weeks, of any changes to the content, format, structure, or transmission channel of the Input Data; (iv) during normal business hours (Monday to Friday, 09:00–17:00, excluding holidays), appropriate contact persons from the relevant specialist and IT departments of the Customer are available to support the necessary input systems and data and in the event of the absence of a contact person, a suitable replacement is designated and available; (v) for the integration of input systems, the Customer provides SPREAD with comprehensive and detailed documentation of the system interfaces in both German and English; (vi) SPREAD is supported in integrating the Customer's system interfaces by providing reference integrations and best practice recommendations, ensuring that the integration and connection (including testing) for each system interface takes no more than 20 person-days; (vii) during the provision of the software solution, the necessary access, roles, authorizations, and any other required equipment for the integration of the Customer's input systems are provided to SPREAD; and (viii) System interfaces that are defined in collaboration with SPREAD are accessible and can be integrated according to the specifications agreed upon by both parties.

6.3 Responsibility of Customer. The Customer provides all necessary cooperation services and supplies all information reasonably required by SPREAD for the delivery of the software. In the event of delays in customer support, SPREAD may adjust agreed schedules or delivery dates accordingly. The Customer is responsible for the provision and maintenance of its network connection, cloud instance, and telecommunications connections, and for any problems, conditions, delays, or delivery failures arising from or related to the Customer's network connection, cloud instance, or telecommunications connections. The Customer is also responsible for obtaining all necessary approvals and permissions required to use the data and within the scope of the services, and the Customer warrants and represents that such approvals and permissions have been obtained for use in its infrastructure.

6.4 Additional Support. If Customer needs support to deliver the required Input Data within the agreed timeframe, SPREAD will provide assistance to ensure the necessary data is processed. However, this additional support will be considered outside the scope of the SaaS offering and will be invoiced separately based on the specific resources and efforts required to address the delay.

7. Data Protection and GDPR Compliance

7.1 Compliance with Data Protection Laws. The Parties agree to comply with all applicable data protection laws, including the EU General Data Protection Regulation (GDPR), where relevant, in connection with the performance of the Agreement. Both Parties acknowledge their respective obligations under the GDPR and will ensure that any processing of personal data is carried out in full compliance with its provisions, including principles of transparency, lawfulness, fairness, and data minimization.

7.2 Roles of the Parties as Data Controllers and Processors. Unless explicitly specified otherwise in the Agreement, each Party will act as an independent "controller" (as defined in Article 4(7) of the GDPR) for any processing of Personal Data in the context of the subject matter of the Agreement. Specifically, SPREAD will act as a "controller" for the processing of Personal Data related to contact persons, authorized users, and other relevant stakeholders of the Customer, solely for purposes related to the setup, administration, and maintenance of user accounts. The Customer acknowledges that, where SPREAD is acting as a controller, it will be responsible for ensuring that any Personal Data it provides to SPREAD is collected, processed, and transferred in compliance with applicable data protection laws. The Customer also acknowledges that any Personal Data processed by SPREAD will be handled in accordance with the privacy notice and policies in place at the time of collection.

7.3 Disclosure of Personal Data. The Customer agrees to disclose personal data to SPREAD only to the extent necessary for the performance of the relevant SOW, unless otherwise explicitly required by SPREAD in writing (including electronic form). The Customer must ensure that any Personal Data disclosed to SPREAD is lawfully collected, and the data subject's consent, where necessary, is obtained.

7.4 Input Data and the Absence of Personal Data. The Parties agree that the Input Data, as defined in this Agreement, will not contain any Personal Data. SPREAD shall not be required to process or store any Personal Data within the Input Data, and as such, the provisions of the GDPR will not apply to the Input Data. However, the Customer is responsible for ensuring that Input Data provided to SPREAD does not inadvertently contain any Personal Data or violate Privacy Laws.

7.5 Data Processing Agreement (DPA). In cases where SPREAD processes Personal Data on behalf of the Customer, and where SPREAD acts as a data processor in accordance with the GDPR, the Parties will enter into a separate Data Processing Agreement (DPA). This DPA will outline the specific terms and conditions governing the processing of Personal Data, including the scope, purpose, duration, and security measures. The DPA will be concluded and signed by the Parties as necessary for each relevant Statement of Work (SOW) where data processing is involved. By adhering to these principles, both Parties commit to ensuring that any processing of personal data is carried out in a lawful, transparent, and secure manner, in compliance with the GDPR and other relevant data protection regulations.

8. Term, Termination and Effect of Termination

8.1 Term of MSA. This MSA will begin on the Start Date (as defined in the SOW) and continue in effect until all SOWs, if any, expire or are terminated in accordance with this MSA.

8.2 Term of SOWs. The initial term of each SOW will start on the Start Date and end on the End Date as each is identified on the SOW (the "Initial Service Term"). All SOWs usually have a fixed term (no termination "for convenience"), unless agreed otherwise. SOWs shall renew automatically as set forth below. Unless otherwise set forth in the applicable SOW, or unless the SOW is terminated in accordance with Section 8.3(b), upon expiration of the Initial Service Term, the relevant Order Form will automatically renew on an annual basis for subsequent renewal terms of twelve (12) months (each a "Renewal Service Term"), unless either Party notifies the other Party in writing, at least ninety (90) days prior to the end of the then-current Service Term, that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in the Agreement collectively as the "Service Term."

8.3 Termination.

(a) Termination of MSA. This MSA will automatically terminate upon the date that all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) Termination of SOW. Either Party may terminate a SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and SPREAD's sole obligation (except to the extent otherwise expressly stated in the Agreement) will be for SPREAD to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

8.4 Effect of termination.

(a) Effect of Expiration or Termination of MSA. Sections 9, 10, 11, 12, 14 of this MSA will survive any expiration or termination of this MSA. A SOW may identify additional terms that will survive any expiration or termination of the applicable SOW.

(b) Effect of Termination of MSA or SOW. Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates a SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if SPREAD terminates a SOW or this MSA for uncured material breach in accordance with Section 8.3, all amounts owed by Customer thereunder will become due and payable.

9. Fees and Payment

9.1 Payment Details. Customer must pay all fees and charges in accordance with this MSA and each mutually executed SOW ("Fees"). Except to the extent otherwise expressly stated in this MSA or SOW: (a) all obligations to pay Fees are non-cancelable and non-refundable; (b) Customer must make all payments without setoffs, withholdings or deductions of any kind; (c) Customer must pay all Fees due under all SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when SPREAD emails them to Customer's designated billing contact); and (d) all Fees must be paid in Euro (€). In accordance with each Order Form: (i) SPREAD charges and collects in advance the Fees for use of the Service based Customer's subscription, and Customer's contracted Licenses using the Service; and (ii) if Customer's use of the Service exceeds the contracted Licenses specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form.

9.2 Taxes. SPREAD's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on SPREAD's income or which do not arise from any SOW. If SPREAD has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides SPREAD a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that SPREAD receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made.

9.3 Customer Contact Information. Customer agrees to provide SPREAD accurate billing and other contact information for each SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to finance@spread.ai.

9.4 Consequences of Non-Payment. Subject to Section 9.2, if Customer fails to make any payments required under any SOW, then in addition to any other rights SPREAD may have under this MSA or applicable law: (a) Customer will owe SPREAD an interest penalty of 9% p.a. on top of the ECB interest rate. The accrued interest will be calculated pro rata on a daily basis on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less); (b) SPREAD will be entitled to recover its reasonable costs of collection; (c) SPREAD may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and (d) if Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from SPREAD, which may be provided via email to Customer's designated billing contact, SPREAD may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 8. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

10. Indemnification

10.1 By SPREAD. Unless agreed otherwise in the relevant SOW, SPREAD is liable without limitation for intent or gross negligence, for loss of life, physical injury or damage to health, in accordance with the provisions of the German Product Liability Act (ProdHaftG – Produkthaftungsgesetz) and to the extent of any guarantee provided by SPREAD (Section 11). In the event of the breach due to slight negligence of an obligation that is essential for achieving the contractual purpose (material obligation), SPREAD's liability is limited to the amount of foreseeable loss typical for the type of transaction affected. All other liability of SPREAD is excluded.

10.2 By Customer. Customer will defend SPREAD, its Affiliates, officers, directors and employees from and against any claims asserted by a third party based on a breach by Customer of Section 6 (Customer Responsibilities) of this MSA. Customer will also indemnify SPREAD and its Affiliates, officers, directors and employees by paying all damages, costs and expenses (including reasonable legal fees and costs) finally awarded by a court of competent jurisdiction or agreed in a written settlement agreement signed by Customer, arising out of the third party claims described in this section.

10.3 Requirements for Indemnification. Each Party's respective defense and indemnity obligations under Sections 10.1 and 10.2 are contingent upon the indemnified Party: (a) promptly giving notice of the third party claim to the defending or indemnifying Party once the claim is known; (b) giving the defending or indemnifying Party sole control of the defense and settlement of the claim and not compromising or settling the claim without the defending or indemnifying Party's approval (though the defending or indemnifying Party must not settle such claim unless the settlement unconditionally releases the other Party of all liability and does not adversely affect the other Party's business or service in a material manner); and (c) providing appropriate information and reasonable cooperation to the defending or indemnifying Party in connection with the claim. The foregoing are the defending or indemnifying party's sole obligations, and the indemnified party's exclusive remedies with respect to indemnification and the matters addressed in this Section 10.

10.4 Exclusion. In no event will either party or its affiliates, owners, officers, directors, employees or licensors be liable or otherwise obligated to the other party or anyone else for any loss of profits, revenue, opportunities, economic advantage, goodwill, data or use, or for any indirect, consequential, hybrid, incidental, special or punitive damages of any kind, arising out of or in any way related to the agreement, regardless of cause, even if the party from which damages are being sought or such party's affiliates or licensors have been advised of the possibility of such damages, and even if a remaining available remedy fails its essential purpose.

11. Warranties and Disclaimers

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 Warranty Disclaimers. Except to the extent expressly stated in this MSA: (a) SPREAD makes no representations or warranties of any kind, whether express, statutory or implied (in fact or by operation of law), regarding the service, professional services, or any matter whatsoever; and (b) SPREAD does not warrant that the service or any professional services are or will be error-free, meet customer's requirements, achieve any particular results, or be timely or secure. SPREAD expressly disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the service and any professional services, and customer has no right to make or pass on to any third party any representation or warranty by SPREAD. Customer is responsible for using the service in compliance with applicable law. Use of the service is not a guarantee of compliance with applicable law. The service may be subject to limitations, delays, and other problems inherent in the use of the internet or electronic communications. SPREAD is not responsible for delays, delivery failures, or other damage, loss or liability resulting from such problems not caused by SPREAD. Customer agrees that its subscription to the service and fees due or paid under the agreement are neither contingent on the delivery of any future functionality or features, nor based on any oral or written comments regarding any future functionality or features. More generally, in entering into this agreement, neither party is relying on any other commitments, statements or other matters not expressly addressed in this agreement, an order form or an SOW.

12. Confidentiality

12.1 Definition. As used in this Agreement, "Confidential Information" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("Discloser") to the Party or its Affiliate(s) receiving such information or materials ("Recipient") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Input Data and Customer's non-public business plans, and SPREAD's Confidential Information includes pricing terms offered under any SOW, SPREAD's non-public business plans, all non-public aspects of the SPREAD Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

12.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must:

(i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

12.3 Exclusions. Recipient's obligations under Section 12 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

12.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

12.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 12 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

13. Professional Services

SPREAD offers training, implementation or other professional services relating to the Services acquired under a specific SOW ("Professional Services"). These Professional Services are agreed separately in one or more separate SOW containing the relevant description of services. SPREAD's Professional Services are separate and apart from the acquired licenses, and neither Party's obligations in connection with the licenses are dependent in any way on any Professional Services. SPREAD grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials SPREAD provides with the Professional Services in connection with the licenses during the term of any applicable SOW. Customer may not create derivative works of any materials SPREAD provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) SPREAD from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the licenses.

14. General

14.1 Governing Law and Dispute Resolution. The Agreement and the corresponding SOW is governed by German law with the exclusion of UN purchasing law. The place of performance and the place of jurisdiction is Berlin.

14.2 Assignment and Other Transfers. Customer may not assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of its rights or obligations under the Agreement, to any third party without SPREAD's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned.

14.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 Marketing. SPREAD may: (i) identify Customer as a SPREAD customer; (ii) use Customer name for marketing purposes, including listing them as a reference customer on any marketing material (including SPREAD's Website); and (iii) using them in whitepapers and case studies.

14.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an SOW based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing by certified mail (requiring signature) to the other Party's address indicated in the SOW, Attention: Finance Department. With respect to all other notices, Customer may email SPREAD at finance@spread.ai, and SPREAD may email Customer's billing contact identified on the applicable SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 Anti-Corruption. Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 Export. Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals. Customer shall not make the licenses available to any individual or entity that is (i) located in a country that is subject to a German government embargo, or (ii) is listed on any German government list of prohibited or restricted parties.

14.9 Execution. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

14.10 Entire Agreement. This MSA, together with any applicable SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and SPREAD regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between SPREAD and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.