

# WORTHIX MASTER SERVICES AGREEMENT (MSA)

---

The latest version of this document is available at <http://www.worthix.com/agreements>. Worthix may update this document per the 'Communication of Updates and Modifications' process in the MSA. This document is public, while related Order Forms (OFs) and Amendments are private and confidential, accessible only to the Client and Worthix.

## 1. INTRODUCTION AND DEFINITIONS

### 1.1. PARTIES

This Master Services Agreement (the "Agreement") is made and entered into by and between the applicable Worthix entity and the Client based on the Client's location as follows:

Customer Location	Contracting Entity	Governing Law
United States of America or Canada	Worthix Corp., a Delaware Corporation with Tax ID 300878113, principal place of business located at 3480 Preston Ridge Road, Suite 500, Alpharetta – GA 30005, United States of America	Atlanta, GA - USA
Federative Republic of Brazil	Worthix Pesquisas e Experiência do Consumidor Ltda., a Brazilian entity with Tax ID 30.063.076/0001-27, principal place of business located at Avenida Engenheiro Luiz Carlos Berrini 1140, suite 72, São Paulo – SP 04571-000, Brazil	São Paulo, SP - Brazil
Any other location not listed above	Worthix Corp., a Delaware Corporation with Tax ID 300878113, principal place of business located at 3480 Preston Ridge Road, Suite 500, Alpharetta – GA 30005, United States of America	Atlanta, GA - USA

"Worthix" refers to the applicable Contracting Entity specified above, and "Client" refers to any individual, organization or entity that hereby accepts this Master Services Agreement, or the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity which have requested Order Form, and are thereby entitled to use Our Service. Worthix and Client are individually referred to as a "Party" and collectively as the "Parties."

By accepting this Agreement, by (1) Executing an Order Form that references this agreement, or (2) participating in a POC, Client agrees to the terms of this Agreement.

### 1.2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.2.1. **"Master Services Agreement (MSA)"** shall mean the principal agreement between Worthix and the Client, which governs the overall business relationship, including rights, obligations, and liabilities concerning the provision and use of Worthix Products and Services. The MSA incorporates by reference all other relevant agreements, including but not limited to the DPA, Order Forms (OF), and Terms and Conditions of Use, which govern specific aspects of the relationship.

1.2.2. **"Order Form (OF)"** shall mean the document that specifies the particular products, services, quantity, SLA, pricing, and specific terms that apply to the Client's purchase and use of Worthix Products and Services. Each Order Form (OF) is tailored to the individual transaction between Worthix and the Client and is incorporated by reference into the Master Services Agreement (MSA). The terms outlined in the Order Form (OF) govern the scope and details of the specific engagement, and it is considered confidential and private between Worthix and the Client.

1.2.3. **"Data Processing Addendum (DPA)"** shall mean the agreement that governs the legal and technical aspects of how Worthix processes Client Data in compliance with applicable

data protection laws, including GDPR. The DPA is incorporated by reference into the MSA and applies specifically to data processing activities, while the Privacy Policy provides a broader overview of data handling practices.

- 1.2.4. **“Terms and Conditions of Use”** shall mean the document that sets forth the rules and guidelines for the Client and its Users’ day-to-day access to and use of the Worthix Products and Services. The Terms and Conditions of Use are operational in nature and are incorporated by reference into the MSA, governing user interactions within the framework established by the MSA.
- 1.2.5. **“Privacy Policy”** shall mean the document that outlines how Worthix collects, uses, stores, and protects personal data in connection with the Worthix Products and Services. The Privacy Policy is intended for a general audience and provides a broad overview of data handling practices, while the DPA governs the detailed legal responsibilities related to data processing.
- 1.2.6. **“Worthix Products”** shall mean any platforms, applications, or other technologies developed or licensed by Worthix in accordance with the terms outlined in Order Forms (OFs). This definition includes the core products and technologies provided by Worthix, as well as any associated setups, implementations, or enhancements. Ongoing technical support and service support may be included under Worthix Products if specified in the applicable Order Form, but are primarily governed under the definition of “Services.”
- 1.2.7. **“Services”** shall mean the full range of activities, deliverables, and commitments provided by Worthix under the Master Services Agreement (MSA), Data Processing Addendum (DPA), Terms and Conditions of Use, Privacy Policy, and any applicable Order Forms (OFs). This includes, but is not limited to, the provision, operation, and maintenance of Worthix Products; ongoing technical support and service support; consulting; data processing; custom developments; implementations; training; and any other assistance or functionality delivered as part of Worthix’s Software as a Service (SaaS) offering. The term “Services” encompasses all efforts by Worthix to fulfill its obligations and deliver value to the Client in alignment with the agreed-upon objectives across these governing documents and complements the provision of Worthix Products.
- 1.2.8. **“Service Level Agreement (SLA)”** shall mean the specific terms detailing system performance, availability standards, and support response times, as defined in each Order Form.
- 1.2.9. **“Client’s Data”** shall mean all electronic data or information submitted to and stored in the Worthix Products by Users. This data may be submitted through various methods, including, but not limited to, direct file uploads, enabling input APIs, or other input mechanisms such as surveys, forms, or any other integrations connected to the Worthix Products. Client’s Data also includes any metadata, associated tags, or classifications applied by the Users during the submission process.
- 1.2.10. **“User”** shall mean any individual who is authorized by the Client to use the Worthix Products under a License and to whom the Client has supplied a User Account, including a user identification and password. Each User is associated with one or more Licenses as determined by the Client.
- 1.2.11. **“User Account”** shall mean a unique account created for a User within the Worthix Products, which includes a user identification and password supplied by the Client. The User Account is associated with specific Licenses granted to the Client and grants the User access to the Worthix Products in accordance with the terms of this Agreement and any applicable OF.

1.2.12. **“License”** shall mean the non-exclusive, non-transferable, limited right granted by Worthix to the Client and its authorized Users to access and use the Worthix Products, as defined and governed by the relevant agreements (MSA, DPA, Terms and Conditions of Use, and applicable Order Forms). A Client may hold one or more Licenses, each of which is granted for the Client's internal business purposes only and is subject to the specific terms and conditions of each respective agreement. Users may access Licenses through their User Accounts, with each account being associated with specific Licenses as determined by the Client.

1.2.13. **“Amendment”** shall mean any formal, written modification to the Master Services Agreement (MSA), Data Processing Addendum (DPA), Order Forms (OF), or any other incorporated documents. An Amendment must be mutually agreed upon and signed by authorized representatives of both Parties. Once executed, it becomes part of the relevant agreement.

1.2.14. **“API Integration”** shall mean the use of Application Programming Interfaces (APIs) to connect Worthix Products with third-party systems, platforms, or applications. API Integration enables the exchange of data between Worthix Products and external systems, allowing for seamless integration, automation, and enhanced functionality. The Client is responsible for ensuring that any API Integration is used in accordance with the terms of this Agreement, including the relevant Order Form (OF) and Data Processing Addendum (DPA). The Client is also responsible for implementing appropriate security measures to protect data exchanged through API Integrations.

1.2.15. **“Gross Negligence”** shall mean mean an act or omission that constitutes a willful disregard or reckless indifference to the potential harmful consequences of such act or omission, demonstrating a substantial deviation from the standard of care that would be exercised by a reasonable person under similar circumstances. Gross Negligence is more severe than ordinary negligence and involves a conscious and voluntary disregard for the need to exercise reasonable care.

1.2.16. **“Subcontractor”** shall mean any third party appointed by Worthix or appointed and authorized by the Client with Worthix's approval, to process Client's Data on behalf of the Client, as covered by the DPA and this Master Services Agreement (MSA).

## 2. GENERAL TERMS AND CONDITIONS

### 2.1. INCORPORATED DOCUMENTS

#### 2.1.1. Relationship with Data Processing Addendum (DPA)

The Data Processing Addendum (DPA) is incorporated by reference into this Agreement and governs the legal and technical aspects of how Worthix processes Client Data in compliance with applicable data protection laws. In the event of any conflict between this Master Services Agreement (MSA) and the DPA concerning data processing activities, the terms of the DPA shall prevail. The MSA governs all other aspects of the relationship not specifically addressed in the DPA.

#### 2.1.2. Relationship with Order Form (OF)

Each Order Form (OF) executed under this Master Services Agreement (MSA) is incorporated by reference and specifies the particular Worthix Products and Services to be provided, including the scope, pricing, and specific terms and conditions. In the event of any conflict between the terms of this MSA and the specific terms and conditions outlined in an OF, the terms of the OF shall prevail but only with respect to the specific Worthix Products and Services detailed therein. The MSA shall govern all other aspects of the relationship between the Parties that are not specifically addressed or overridden by the OF.

#### **2.1.3. Relationship with Terms and Conditions of Use**

The Terms and Conditions of Use are incorporated by reference into this Master Services Agreement (MSA) and govern the day-to-day rules, responsibilities, and conduct of Users when accessing and using the Worthix Products and Services. In the event of any conflict between this MSA and the Terms and Conditions of Use concerning operational aspects, the terms of this MSA shall prevail. The Terms and Conditions of Use shall govern all user-level interactions not specifically addressed in the MSA.

#### **2.1.4. Relationship with Privacy Policy**

The Privacy Policy is incorporated by reference into this Master Services Agreement (MSA) and provides an overview of how Worthix collects, uses, stores, and protects personal data. The Privacy Policy complements the Data Processing Addendum (DPA) and provides guidance to Users regarding data privacy. In the event of any conflict between this MSA and the Privacy Policy, the terms of the MSA shall prevail. In the event of any conflict between the Privacy Policy and the DPA concerning data processing activities, the terms of the DPA shall govern.

### **2.2. USE**

#### **2.2.1. USE OF WORTHIX PRODUCTS**

The Client is granted a non-exclusive, worldwide, and limited right to use the Worthix Products as specified in the Order Form (OF), subject to the terms of this Agreement. The Client may allow its authorized Users to access and use the Worthix Products, and the Client is responsible for ensuring that all Users comply with this Agreement and the OF. This Agreement also applies to any updates, betas, or upgrades to the Worthix Products.

#### **2.2.2. Usage Limits**

Shall mean the specific constraints imposed on the use of Worthix Products, as detailed in the applicable Order Form (OF). These limits may encompass various aspects, including but not limited to, the number of authorized Users, the volume of data that may be stored, the number of API calls permitted, or any other measurable usage metric relevant to the Worthix Products. The Client agrees to adhere to these limits, and any exceedance will require either an Amendment to the Agreement or an additional OF. Worthix reserves the right to monitor usage and will notify the Client of any potential breach of these limits. Changes to these limits can only be effected through a formal Amendment to the Agreement or the applicable OF. Verbal agreements or any other informal communication that attempts to alter these limits will be considered null and void.

#### **2.2.3. Future Functionality**

The Client agrees that its licensing of Worthix Products is not contingent upon the delivery of any future functionality or features. The Client further acknowledges that any oral or written public or non-public comments made by Worthix regarding potential future functionality or features do not form part of this Agreement and should not be relied upon when making licensing decisions.

### **2.3. CONFIDENTIALITY**

#### **2.3.1. Definition of Confidential Information**

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation, proprietary business

information, technical data, trade secrets, customer data, business plans, technical information, and other proprietary materials.

### **2.3.2. Exclusions from Confidential Information**

Confidential Information does not include information that (i) is or becomes generally known to the public through no breach of this Agreement; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) consists of feedback, reviews, or other data obtained from publicly available sources, which may include data scraped online, whether gathered by the Client or provided to Worthix upon the Client's request. Worthix primarily uses data provided directly by its clients but both parties acknowledge that such public data may occasionally and unintentionally overlap with data from other Worthix clients, including competitors.

### **2.3.3. Obligations of Confidentiality**

The Receiving Party agrees to:

- (i) Protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (ii) Not use the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement; and
- (iii) Limit access to the Disclosing Party's Confidential Information to those of its employees, officers, directors, agents, or contractors who have a legitimate need to know such information to carry out the purpose of this Agreement and who are bound by confidentiality obligations that are at least as protective as those contained herein.

The Receiving Party shall not disclose the terms of any Order Form (OF) or any custom-made Master Services Agreement (MSA), Data Processing Addendum (DPA), Terms and Conditions of Use, or Privacy Policy to any third party other than its legal counsel, accountants, or as required by law, without the Disclosing Party's prior written consent. However, standard versions of the MSA, DPA, Terms and Conditions of Use, and Privacy Policy are publicly available at [www.worthix.com/agreements](http://www.worthix.com/agreements) and are not subject to these confidentiality restrictions.

Any breach of these obligations may result in the immediate termination of this Agreement.

### **2.3.4. Compelled Disclosure**

If the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall (i) promptly notify the Disclosing Party in writing of such requirement, (ii) cooperate with the Disclosing Party to seek a protective order or other appropriate remedy, and (iii) disclose only that portion of the Confidential Information that it is legally required to disclose.

### **2.3.5. General Provision**

Worthix may reference the Client's use of Worthix Products in general communications, including online materials and discussions with prospective clients and investors. However, Worthix will not disclose specific details, such as the scope, duration, or outcomes of the Client's use of the Products, without the Client's prior written consent.

### **2.3.6. Duration of Confidentiality Obligations**

The confidentiality obligations shall survive the termination or expiration of this Agreement and continue for a period of 3 years from the date of termination or expiration, or for as long as the information remains confidential, whichever is longer.

### **2.3.7. Confidential Information**

Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall, within 90 days, promptly return or destroy all copies of the Disclosing Party's Confidential Information and certify in writing that it has done so.

## **2.4. INTELLECTUAL PROPERTY RIGHTS**

### **2.4.1. Ownership of Pre-Existing Intellectual Property**

Each Party retains all rights, title, and interest in and to its own pre-existing intellectual property, including, but not limited to, software, technology, trademarks, copyrights, patents, and trade secrets, as well as any modifications, enhancements, or derivative works thereof that were developed prior to or independently of this Agreement. Nothing in this Agreement shall be construed as transferring ownership of any such intellectual property from one Party to the other.

### **2.4.2. Intellectual Property Created During the Contract**

Any intellectual property, including but not limited to software, algorithms, models, or reports, that is developed, created, or generated by Worthix in the course of performing the services under this Agreement, shall be owned exclusively by Worthix. During the term of this Agreement and limited to the scope of the applicable Order Form (OF), Worthix grants the Client a non-exclusive, non-transferable, royalty-free license to use such intellectual property solely for its internal business purposes. This license does not grant the Client any rights to modify, distribute, sublicense, or create derivative works based on the intellectual property.

### **2.4.3. Feedback and Suggestions**

The Client may, from time to time, provide feedback, suggestions, or recommendations to Worthix regarding its existing or potential new products or services. The Client agrees that any feedback provided is given voluntarily, and Worthix may use, modify, and incorporate such feedback into its current or future products or services without any obligation to the Client. Any improvements, modifications, or developments resulting from such feedback shall be the exclusive property of Worthix.

### **2.4.4. Restrictions on Use**

The Client agrees not to (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas, algorithms, or methodologies of any Worthix software or platform, (ii) modify, adapt, translate, or create derivative works based on Worthix's intellectual property, or (iii) use Worthix's intellectual property for any purpose other than as expressly permitted under this Agreement.

### **2.4.5. Reservation of Rights**

Except as expressly granted in this Agreement, all rights, title, and interest in and to the Worthix products, platforms, services, and related intellectual property are reserved by Worthix. No other rights or licenses are granted to the Client, whether by implication, estoppel, or otherwise.

### **2.4.6. Violation of Intellectual Property Rights**

Any unauthorized use, reproduction, modification, distribution, or disclosure of Worthix's intellectual property by the Client will be considered a serious breach of this Agreement. If such a breach occurs, Worthix may immediately terminate this Agreement, revoke any licenses granted to the Client, and seek legal remedies, including injunctive relief and

damages. The Client agrees that Worthix may pursue these actions to protect its intellectual property rights.

## **2.5. LICENSE RESTRICTIONS**

### **2.5.1. No External Sharing**

The Client agrees not to share, sublicense, assign, or otherwise transfer the rights granted under this Agreement, including access to the Worthix products or the creation and use of user accounts, to any third party without the prior written consent of Worthix. All user accounts created under the Client's license(s) must be used exclusively by the Client's employees or authorized personnel within the Client's organization. This restriction applies to, but is not limited to, consulting companies, subsidiaries, parent companies, partners, competitors, other vendors, or any other entities or individuals not directly employed by the Client. The Client shall ensure that no external individuals or entities access Worthix products using these accounts without Worthix's prior written consent.

### **2.5.2. Exceptions**

If the Client requires access to Worthix Products to be shared with external parties, such as consultants, agencies, or partners, the Client must seek written approval from Worthix. Worthix reserves the right to approve, deny, or impose additional terms and conditions on such access.

### **2.5.3. Violation of Restriction**

Any violation of these license restrictions may result in the immediate suspension or termination of access to the Worthix Products and/or additional legal or financial consequences as determined by Worthix.

## **2.6. METHOD OF NOTIFICATION**

### **2.6.1. Electronic Notification First**

All notifications required or permitted under this Agreement, including but not limited to data breach notifications, termination or non-renewal notices, amendments, and user authorization updates, shall be made first electronically via email. Critical notifications, such as data breach or termination notices, must also request a read receipt or acknowledgment from the recipient to confirm receipt. If no acknowledgment is received within 5 business days, the sending Party shall follow up with a secondary method, such as registered mail, to ensure the notification is received. Any notifications delivered by other means will be disregarded and considered invalid unless otherwise agreed upon in writing by both Parties.

### **2.6.2. Designated Email Addresses**

Each Party shall designate at least two email addresses for receiving notifications under the Order Form.

#### **2.6.2.1. Update of Email Addresses**

Each Party shall promptly notify the other Party electronically of any changes to their designated email addresses. Both Parties are responsible for updating their contracts and internal systems to ensure that the new email addresses are used. Until such electronic notification is received, the Party's current designated email addresses shall remain valid for all purposes under this Agreement.

### **2.6.3. Designated Physical Addresses**

Each Party shall designate at least one physical address for receiving notifications under the Order Form.

#### **2.6.4. Receipt of Notification**

A notification shall be deemed to have been received on the date and time it is sent, provided that it is sent on a business day and within business hours. If a notification is sent outside of business hours, it shall be deemed received on the next business day.

### **2.7. INFRINGEMENT INDEMNIFICATION**

#### **2.7.1. By Worthix**

Worthix agrees to indemnify, defend, and hold harmless the Client, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim alleging that the Worthix Products infringe any intellectual property rights of such third party. Worthix's obligation to indemnify is contingent upon the Client (1) notifying Worthix in writing within 10 days of becoming aware of any such claim or at least 15 days before the specified due date for response in the official claim, whichever is shorter, (2) granting Worthix sole control over the defense and settlement of the claim, and (3) providing reasonable cooperation in the defense of the claim.

#### **2.7.2. By Client**

The Client agrees to indemnify, defend, and hold harmless Worthix, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (1) the Client's use of the Worthix Products in violation of this Agreement or applicable laws, or (2) any data or content provided by the Client that infringes on the rights of any third party.

### **2.8. LIMITATION OF LIABILITY**

#### **2.8.1. Cap on Liability**

Except for liabilities arising from a Party's gross negligence, willful misconduct, or breach of confidentiality obligations, the total cumulative liability of each Party under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid or payable by the Client under the applicable OF in the 12 months preceding the event giving rise to the claim. This limitation of liability is intended to be fair and reasonable in light of the circumstances and the mutual benefits of this Agreement.

#### **2.8.2. Exclusion of Consequential Damages**

Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits, revenue, data, or use, whether in an action in contract or tort, even if such Party has been advised of the possibility of such damages. The purpose of this clause is to ensure that neither party can be held liable for significant financial losses that go beyond the direct and measurable impact of a breach. Each Party acknowledges that the limitations of liability set forth in this Agreement are a fundamental part of the basis of the bargain between the Parties, and the Parties would not have entered into this Agreement absent such limitations.

### **2.9. SERVICE SUSPENSION**

Worthix reserves the right to suspend the Client's access to the Worthix Products in the event of:

- (i) **Non-payment of fees when due:** In the case of non-payment, if any amount owed by the Client is 30 days or more overdue, Worthix will provide the Client with written notice of the outstanding payment and a timeframe of at least 10

days to comply. If the Client fails to make the payment within this timeframe, Worthix reserves the right to suspend access until full payment is received.

- (ii) **The Client's breach of this Agreement:** Suspension may occur immediately upon detection of the breach to prevent further escalation of losses for both parties, even prior to providing notice.
- (iii) **A legal or regulatory requirement:** Suspension may occur immediately upon detection of the issue to comply with legal or regulatory obligations, even prior to providing notice.

Worthix shall provide the Client with notice of the suspension and the reason for it within **72 hours** of the suspension.

## 2.10. SUBCONTRACTING

### 2.10.1. Use of Subcontractors:

Worthix may engage subcontractors, including but not limited to data processing companies, cloud service providers, or technical support vendors, to assist in fulfilling its obligations under this Agreement. Worthix shall remain fully responsible for the performance of its subcontractors, and any subcontractor engaged by Worthix will be held to the same standards of data protection and confidentiality as set forth in the DPA. If any amendment or separate agreement specifies otherwise, the terms of such documents will take precedence regarding specific subcontractors.

### 2.10.2. Client's Use of Third-Party Vendors:

If the Client opts to utilize third-party vendors, data processors, or applications provided or facilitated through Worthix, the Client shall be solely responsible for entering into separate agreements with those third parties. Worthix shall not be liable for the performance or obligations of these third-party vendors, even if such agreements are executed digitally via Worthix's platforms, products, or with the assistance of Worthix's team members.

### 2.10.3. Subcontractors Obligations:

Worthix shall ensure that any subcontractors it hires to process Client's Data agree to contractual obligations that provide the same level of data protection, confidentiality, and security as required by this DPA. Worthix will conduct regular assessments of its subcontractors to ensure compliance with these obligations and will inform the Client of any significant changes regarding the engagement of subcontractors.

## 2.11. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, wars, civil unrest, strikes, labor disputes, fires, floods, or governmental actions. The affected Party shall promptly notify the other Party of the occurrence of a force majeure event and shall use reasonable efforts to mitigate the impact of such event on its performance under this Agreement.

## 2.12. SERVICE LEVEL AGREEMENT (SLA)

### 2.12.1. Uptime Guarantee

Worthix commits to a 99.9% uptime over each 12-month contract period. This uptime guarantee excludes scheduled maintenance, force majeure events, and other excusable downtime as detailed below.

### 2.12.2. Scheduled Maintenance

Scheduled maintenance will be communicated with at least 48 hours' notice to the Client and will not exceed eight hours per month. Such maintenance will be conducted during off-peak hours and is excluded from uptime calculations.

#### 2.12.3. Support Response Times and Priority Levels

##### Priority Levels:

- **Critical Issues:** Complete service outages or significant security incidents (e.g., data breaches) that prevent access to essential functionalities for all users.  
*Response Time: Within 4 hour.*
- **High Priority Issues:** Major disruptions affecting key functionalities for a majority of users, without a full system outage.  
*Response Time: Within 6 hours.*
- **Medium Priority Issues:** Issues impacting a subset of users or non-critical functionalities.  
*Response Time: Within 1 business day.*
- **Low Priority Issues:** Minor issues that do not significantly impact business operations, such as cosmetic bugs or issues with available workarounds.  
*Response Time: Within 2 business days.*

##### Determination of Priority:

Clients may classify issues when reporting them; however, Worthix's support team will make the final determination based on the criteria outlined above. An escalation process is available if there is a disagreement regarding the priority classification.

#### 2.12.4. Service Credits

If Worthix fails to meet the 99.9% uptime guarantee over the 12-month contract period, the Client may be eligible for service credits. These credits will be up to 10% of the annual fee paid for the affected service. Service credits are calculated based on the total annual downtime that exceeds the 0.1% threshold (approximately 8.76 hours). Clients must request these credits within 30 days after the end of the contract period.

#### 2.12.5. Exclusions

This SLA does not apply to:

- Issues caused by factors outside of Worthix's control, including force majeure events.
- Problems resulting from the Client's actions or inactions.
- Downtime during scheduled maintenance or other excusable downtime as described above.

#### 2.12.6. Reporting and Monitoring

Worthix will monitor service availability and provide uptime reports upon request. This ensures transparency and allows clients to verify uptime performance.

### 3. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the jurisdiction corresponding to the applicable Contracting Entity as set forth above. Each Party agrees to submit to the exclusive jurisdiction and venue of the courts located in the principal place of business of the respective Contracting Entity for any disputes arising out of or relating to this Agreement. In the event of a conflict between the laws of multiple jurisdictions, the Parties agree to seek a mutually acceptable resolution, which may involve mediation or arbitration in a neutral jurisdiction. This clause shall be interpreted to ensure that the

dispute resolution process is as efficient and fair as possible, irrespective of the Parties' locations. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

### **3.1. DISPUTE RESOLUTION**

#### **3.1.1. Initial Resolution**

The Parties agree to use good faith efforts to resolve any disputes arising under this Agreement through informal discussions between senior management of both Parties. These discussions should be initiated within 30 days of either Party providing written notice of the dispute.

#### **3.1.2. Mediation**

If the dispute is not resolved through informal discussions within 30 days, the Parties agree to submit the dispute to mediation in the jurisdiction corresponding to the applicable Contracting Entity as set forth in the Governing Law and Jurisdiction clause, before a mediator mutually agreed upon by the Parties. If the Parties are unable to agree on a mediator within 15 days, either Party may request the selection of a mediator by the American Arbitration Association. Mediation shall be conducted in good faith, and the costs of mediation shall be shared equally by the Parties. Mediation is non-binding and does not preclude either Party from pursuing further legal remedies.

#### **3.1.3. Arbitration**

If the dispute is not resolved through mediation within 60 days, the Parties agree to submit the dispute to binding arbitration in the jurisdiction corresponding to the applicable Contracting Entity as set forth in the Governing Law and Jurisdiction clause, in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator, and the arbitration proceedings shall be confidential. The decision of the arbitrator shall be final and binding on the Parties. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **3.1.4. Litigation**

If arbitration is not successful or if enforcement of the arbitration award is required, either Party may seek relief in a court of competent jurisdiction in the jurisdiction corresponding to the applicable Contracting Entity as set forth in the Governing Law and Jurisdiction clause. The Parties hereby consent to the jurisdiction and venue of such courts.

#### **3.1.5. Costs and Fees**

Each Party shall bear its own costs and legal fees in connection with any dispute resolution process, unless otherwise determined by the mediator, arbitrator, or court. The Parties may agree in writing to a different allocation of costs and fees as part of the settlement of the dispute.

#### **3.1.6. Continued Performance**

During the dispute resolution process, the Parties shall continue to perform their respective obligations under this Agreement, unless the dispute directly affects such performance.

### **3.2. CHANGE MANAGEMENT**

#### **2.14.1 Order Forms (OFs)**

Any changes to the Order Form (OF) must be made in writing and signed by authorized representatives of both Parties. No changes to an OF shall be effective unless mutually agreed upon in a signed written amendment.

## **2.14.2 Other Agreement Documents (MSA, DPA, Terms and Conditions of Use, Privacy Policy)**

Changes to the Master Services Agreement (MSA), Data Processing Addendum (DPA), Terms and Conditions of Use, and Privacy Policy are governed by the "Communication of Updates and Modifications" process outlined in the MSA. These documents are available online at [www.worthix.com/agreements](http://www.worthix.com/agreements). Worthix will provide the Client with at least 30 days' notice of any material changes, after which continued use of Worthix Products and Services constitutes acceptance of the updated terms.

## **3.3. BUSINESS CONTINUITY AND DISASTER RECOVERY**

Worthix shall maintain a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP) to ensure the continued availability of the Worthix platforms in the event of a disruption. Worthix agrees to implement and maintain procedures for data backup, recovery, and restoration in the event of a system failure or other significant disruption.

## **3.4. FREE USE AND PROOF OF CONCEPT (POC)**

### **3.4.1. Provided "as-is"**

While the free use or POC is provided on an "as-is" basis, Worthix remains committed to the following obligations under the Master Services Agreement (MSA), the Data Processing Addendum (DPA), and applicable Order Forms (OFs):

- **Data Privacy and Security:** Worthix will maintain the data privacy and security standards outlined in the MSA, ensuring reasonable care in the handling of Client's Data.
- **Confidentiality:** Confidentiality obligations remain in force, and Worthix will continue to protect the Client's Confidential Information as specified in the MSA.
- **Compliance with Laws:** Worthix will comply with applicable data protection laws, including GDPR, LGPD, and CCPA, even during the free use or POC period.

However, it is important to note that this free use or POC is provided without any warranties, guarantees, or indemnifications of any kind, except as explicitly provided above. Worthix reserves the right to terminate the free trial or POC at any time without notice. During this period, Worthix's liability is limited to the maximum extent permitted by law, and the Client acknowledges that any data or customizations made during this period may be lost unless the Client transitions to a paid subscription before the trial or POC ends. Worthix will not be liable for any indirect, incidental, or consequential damages, and any liabilities arising will be capped as stated in the MSA's limitation of liability clause.

### **3.4.2. No obligation to license**

There is no obligation for the Client to license the Products or Services following the free use period. Any data processed during this period will be handled according to the terms outlined in the MSA, the DPA and applicable Order Forms (OFs).

## **3.5. FEES, TAXES AND PAYMENT**

### **3.5.1. Fees**

The Client agrees to pay all fees specified in the applicable Order Form (OF). Unless otherwise stated in this Agreement or the OF: (i) fees are based on the Worthix Product ordered, not on how much they are used; (ii) payment obligations cannot be canceled, and all fees paid are non-refundable; and (iii) quantities ordered cannot be reduced during the term.

### **3.5.2. Invoicing and Payment**

Worthix will issue periodic invoices as specified in the applicable OF, indicating the fees due for the Worthix products provided. The Client is responsible for providing complete and accurate billing and contact information to Worthix in the applicable OF and must promptly notify Worthix of any changes to this information.

### **3.5.3. Late Payments**

If any invoiced amount is not received by Worthix by the due date, Worthix may, without limiting its other rights or remedies, (i) charge late interest at the rate of 5% per month on the outstanding balance, or the maximum rate permitted by law, whichever is lower, and/or (ii) impose conditions on future renewals or OFs, including adjustments to the renewal terms.

### **3.5.4. Suspension of Service and Acceleration**

If any amount owed by the Client under this or any other agreement for Worthix's products is 30 days or more overdue, Worthix may, without limiting its other rights and remedies, (i) require immediate payment of all outstanding fees, and (ii) suspend access to Product Licenses until the overdue amounts are fully paid. Worthix will provide the Client with at least 10 days' notice before suspending access.

### **3.5.5. Payment Disputes**

Worthix will not exercise its rights under the Late Payments or Suspension of Service and Acceleration clauses if the Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. The Client shall promptly pay the non-disputed amounts while the dispute is being resolved.

### **3.5.6. Taxes**

The fees specified do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes (collectively, "Taxes"). The Client is responsible for paying all applicable Taxes associated with its purchases hereunder. If Worthix is legally obligated to pay or collect Taxes for which the Client is responsible, Worthix will invoice the Client for such amounts unless the Client provides a valid tax exemption certificate authorized by the appropriate taxing authority. Worthix is solely responsible for taxes assessable against it based on its income, property, and employees.

## **4. MASTER AGREEMENT TERM AND TERMINATION**

### **4.1. TERM OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall remain in effect indefinitely unless terminated in accordance with the terms set forth herein. The Agreement governs all Order Forms (OFs), Data Processing Addendums (DPAs), and related documents and will continue to apply unless superseded by mutually signed agreements or terminated as specified in this section.

### **4.2. TERMINATION WITHOUT CAUSE**

Either Party may terminate this Agreement at any time without cause, provided that all Order Forms (OFs) under this Agreement have expired or been terminated and are not subject to renewal. Termination under this clause requires written notice to the other Party, with the termination taking effect upon receipt of such notice. If any OFs remain active, this Agreement shall continue to govern the terms and conditions of those active OFs until their expiration or termination.

### **4.3. TERMINATION OF ORDER FORMS (OFs)**

Each OF shall specify its own term, renewal conditions, and termination terms. The termination

of an OF shall not affect the continued validity of this Agreement or any other active OFs. This Agreement shall only terminate once all OFs have either expired or been terminated.

#### **4.4. TERMINATION FOR CAUSE**

Either Party may terminate this Agreement for cause if the other Party: (i) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach; (ii) becomes insolvent or subject to any bankruptcy or similar proceeding; or (iii) ceases to conduct business in the ordinary course. Except in cases of insolvency or cessation of business, the Dispute Resolution process outlined in the "Dispute Resolution" clause must be followed before invoking termination for cause. Termination for cause will only be considered after reasonable efforts to resolve the underlying issue, including the suspension of services where applicable, have been exhausted.

#### **4.5. EFFECT OF TERMINATION**

Upon the termination of this Agreement, following the expiration or termination of all active Order Forms (OFs), the following provisions shall apply:

- **Client's Obligation:** The Client shall immediately cease using the Worthix Products and any associated services.
- **Worthix's Obligation:** Worthix shall cease providing services under the Agreement, as all OFs will have been terminated.
- **Return or Destruction of Confidential Information:** Upon the termination of this Agreement (and all related OFs), each Party shall promptly return or securely destroy the other Party's Confidential Information in its possession, including any Client Data, in accordance with the Data Processing Addendum (DPA). This obligation includes any backups or copies unless otherwise required by applicable law. Worthix shall securely delete or anonymize all Client Data within 90 days of termination, unless retention is required by law, in compliance with the Data Retention and Deletion obligations outlined in the DPA.
- **Payment Obligations:** The Client shall promptly pay all outstanding fees for services rendered up to the date of termination. If the termination was for cause due to the Client's breach, all unpaid fees for the full term of any OFs shall become immediately due and payable.
- **Surviving Provisions:** Provisions related to confidentiality, indemnification, limitation of liability, dispute resolution, and any other clauses that by their nature should survive termination shall remain in effect.

#### **4.6. CONTINUATION OF SERVICES DURING DISPUTE RESOLUTION**

During the Dispute Resolution process outlined in the "Dispute Resolution" clause, both Parties shall continue to perform their respective obligations under this Agreement unless the dispute directly affects such performance. If the dispute involves payment, the Client shall continue to pay all non-disputed amounts while the dispute is being resolved.

#### **4.7. BUSINESS CONTINUITY OBLIGATIONS**

In the event of termination, Worthix shall comply with the Business Continuity and Disaster Recovery obligations as outlined in the "Business Continuity and Disaster Recovery" clause to ensure the orderly cessation of services and minimize disruption to the Client.

#### **4.8. EFFECT OF FREE USE OR PROOF OF CONCEPT TERMINATION**

If the Agreement or any OF is terminated during a free use or Proof of Concept (POC) period, the Client acknowledges that any data or customizations made during this period may be lost unless the Client transitions to a paid subscription before termination. Worthix's liability during this period is limited as outlined in the "Free Use and Proof of Concept" clause.

### **5. ORDER FORMS (OFS)**

### **5.1. PURPOSE OF OFS**

Each Order Form (OF) details the specific Worthix Products and related services to be provided to the Client, including licenses, user access, support services, timelines, fees, and any additional terms or conditions pertinent to the engagement.

### **5.2. LICENSED WORTHIX PRODUCTS, DEFINITIONS, QUANTITIES, PRICING, AND USAGE LIMITATIONS**

The OF specifies the licenses granted to the Client for Worthix Products, including relevant product descriptions, number of users, additional access rights, and any applicable usage limitations. The OF may also outline associated features and the scope of support services provided, such as implementation, setup, technical support, product updates, and training, as applicable to the agreement. These details are included as relevant to ensure the Client understands the extent of the licensed products and the associated services included in the deal.

### **5.3. PAYMENT TERMS**

The OF specifies the fees associated with the licenses, user access, and support services, including payment schedules, upfront payments, and billing cycles. Payment terms are aligned with the overarching provisions of the Master Services Agreement (MSA).

### **5.4. TERM AND TERMINATION OF OFS**

The OF specifies the duration, renewal terms, and conditions under which the licenses and services may be terminated. These terms are consistent with the termination provisions of the MSA, ensuring alignment across all agreements.

### **5.5. RESOURCES, RESPONSIBILITIES, AND DEPENDENCIES**

The OF outlines the responsibilities of both parties concerning the management of licenses, user accounts, and support services. It also specifies any third-party dependencies that may impact the delivery of the Worthix Products.

### **5.6. CHANGE MANAGEMENT**

Any changes to the OF must be managed through a formal, documented process. Both Parties agree to document and approve any changes to the OF in writing, ensuring that all modifications are mutually agreed upon. This change management process is consistent with the provisions outlined in the MSA.

### **5.7. MISCELLANEOUS**

The OF may include additional terms and conditions specific to the Worthix Products that are not covered elsewhere in this Agreement. These terms are supplementary to the MSA and DPA.

### **5.8. AMENDMENTS TO THE ORDER FORM (OF)**

Any amendments to the Order Form (OF) must be documented in writing and signed by authorized representatives of both Parties. Once executed, such Amendments shall modify or supplement the terms of the OF as specified. Amendments are considered part of the overall contractual relationship and carry the same legal weight as the original documents they modify. All Amendments and Order Forms (OFs) are considered confidential and shall not be disclosed to any third party except as required by law or with prior written consent of the other Party.

### **5.9. ACCEPTANCE OF WORTHIX AGREEMENTS THROUGH ORDER FORM**

In the absence of both parties having formally signed a specific Master Services Agreement (MSA) and Data Processing Addendum (DPA), by executing an Order Form (OF), the Client consents to and agrees with the terms and conditions set forth in the publicly available MSA, DPA, Terms of Use, and Privacy Policy at [www.worthix.com/agreements](http://www.worthix.com/agreements). These documents collectively govern the relationship between Worthix and the Client and are fully applicable to the Order Form. If a signed MSA or DPA exists, those signed documents will take precedence over the publicly available versions.

## **6. AMENDMENTS**

This Master Services Agreement (MSA) may be amended only by a written document that is signed by authorized representatives of both Parties. Once executed, such Amendments shall modify or supplement the terms of this MSA as specified. Amendments are considered part of the overall contractual relationship and carry the same legal weight as the original documents they modify. All Amendments and Order Forms (OFs) are considered confidential and shall not be disclosed to any third party except as required by law or with prior written consent of the other Party. The standard and most up-to-date versions of the MSA, DPA, Privacy Policy, and Terms and Conditions of Use are publicly available at [www.worthix.com/agreements](http://www.worthix.com/agreements).

## **7. COMMUNICATION OF UPDATES AND MODIFICATIONS:**

### **7.1. ONLINE AVAILABILITY:**

The most current version of this document is available online at <http://www.worthix.com/agreements>.

### **7.2. SCOPE OF UPDATES:**

Any updates or modifications to this Master Services Agreement (MSA), including its incorporated documents such as the Data Processing Addendum (DPA), Terms and Conditions of Use, Privacy Policy, and any applicable Order Forms (OFs), shall be communicated as follows:

#### **7.2.1. NOTIFICATION METHOD:**

Worthix will notify the Client of any material changes via the designated email addresses provided by the Client. Such notifications will include the specific changes made and the effective date.

#### **7.2.2. NOTICE PERIOD:**

The Client will be provided with at least 30 days' notice prior to the effective date of any material changes, allowing sufficient time for review and consultation.

#### **7.2.3. ACKNOWLEDGMENT:**

Continued use of Worthix Products and Services after the notice period will constitute the Client's acceptance of the updated terms.

#### **7.2.4. RECORD KEEPING:**

All communications regarding updates or modifications will be documented and retained by Worthix for future reference.