Audition AI Terms and Conditions

Last modified: October 15, 2026

These Audition AI Terms and Conditions (the "Terms") shall govern the provision of access to the Audition AI Platform and usage of the Audition AI Services (both terms defined below) by Saberin Data Platform, Inc. ("Saberin" or "Service Provider) for the benefit of the Customer. By accessing the Audition AI Platform and/or utilizing the Audition AI Services, Customer acknowledges and agrees to the terms and conditions herein.

1. **Definitions**. In these Terms, the following terms will mean:

● *"Audition AI Platform"* refers to the integrated environment and technological infrastructure, including but not limited to, all associated software, artificial intelligence models, algorithms, tools, and capabilities, supplied, licensed, or otherwise made available by Saberin, within which the Audition AI Services are delivered. The Audition AI Platform may be hosted by Service Provider or deployed within the Customer's own tenant or environment, but in all cases remains the proprietary technology and configuration of Service Provider that facilitates the automation, processing, and analysis of data.

● *"Audition AI Services"* refer to the specific functions, tasks, and solutions that are executed within the Audition AI Platform that leverage its capabilities to deliver targeted results and outcomes for Authorized Users as further described in these Terms.

● *"Authentication ID"* means a security mechanism by which an Authorized User identifies herself or himself to the Audition AI Platform and gains access thereto, which may include user identification, passwords, digital certificates, or any other similar process mechanism for authentication and recognition as determined by Service Provider from time to time.

● *"Authorized User"* means a Customer representative that is authorized to access and use the Audition AI Services.

● *"Customer Data"* means data, files, documentation, or other information that Customer or any of its Authorized Users may upload to the Audition AI Platform when using the Audition AI Services, together with any data, content, reports, analyses, or other output generated by the Audition AI Platform or the Audition AI Services from such uploaded or input data. For clarity, Customer Data includes AI-generated output derived from the Customer's inputs, whether the Audition AI Platform is hosted by Service Provider or within the Customer's own tenant or environment.

● *"Fees"* means the amounts to be paid by Customer to Service Provider for the performance of the Audition AI Services, as set out in the Subscription Agreement.

● *"Governmental Authority"* means any domestic, foreign, or supranational government, whether federal, provincial, state, territorial, or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, or other instrumentality, including international institutions, exercising or purporting to exercise legislative, judicial, regulatory, or administrative functions of, or pertaining to, government.

● *"Intellectual Property"* means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes,

procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source materials), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

● *"Intellectual Property Rights"* means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principle applicable to these Terms which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

● *"Software"* means the software systems, database software, specialized software tools and libraries, data management systems and deployment tools, all provided to Customer as part of the Audition AI Services.

● *"User Documentation"* means the documents, user manuals, and guides with respect to the operation, use, and functions of the Audition AI Platform.

2. Incorporated Documents. The following documents are referenced herein and integral to these Terms:

● Saberin Data Platform Subscription Agreement (“Subscription Agreement”)
● Service Level Objectives (Audition AI Services details) attached hereto as Schedule A.

In the event of a conflict between the Service Level Objectives (Audition AI Services details) and the Subscription Agreement, the terms of the Subscription Agreement shall control, except that the specific technical performance metrics and service descriptions in the Service Level Objectives shall be used solely for measuring Service Provider’s operational performance, and shall not expand or modify the remedies, limitations of liability, or other legal obligations set forth in the Subscription Agreement.

3. Intellectual Property and Ownership.

(a) Customer's Ownership. Service Provider acknowledges and agrees that Customer owns all worldwide right, title, and interest, including all Intellectual Property and Intellectual Property Rights, in and to the Customer Data, which is and shall be the exclusive property of Customer. Service Provider does not acquire any rights, title, or ownership interest of any kind whatsoever, express or implied, in any of the Customer Data, other than the license granted herein.

(b) Service Provider's Ownership. Customer acknowledges and agrees that Service Provider owns all worldwide right, title, and interest, including all Intellectual Property and Intellectual Property Rights, in and to:

(i) the Audition AI Platform;
(ii) the Audition AI Services;
(iii) User Documentation; and

(iv) any modifications, enhancements, upgrades, updates, or customization to the Audition AI Platform, User Documentation, or Audition AI Services. Customer does not acquire any rights, title, or ownership interests of any kind whatsoever, express, or implied, in any of the foregoing other than the licenses granted herein.

4. Services Generally.

(a) Service Provider hereby grants to Customer a non-exclusive, non-transferable, revocable right for the number of permitted Authorized Users to access the Audition AI Platform for the purposes of:

(i) Using the Audition AI Services for its internal business purposes;
(ii) Viewing and displaying the User Documentation; and
(iii) Uploading, processing, viewing, displaying, using, and downloading Customer Data to and from the Audition AI Platform.

(b) The Service Provider shall operate and maintain the Audition AI Platform in accordance with these Terms, including all Service Level Objectives and the Security Requirements.

(c) The Customer shall not resell the Audition AI Services to any third party, or use the Audition AI Services for any purpose not expressly permitted under these Terms

5. Service Provider Obligations.

(a) Scope of Audition AI Services. The Service Provider shall:

(i) deploy and administer the Audition AI Platform;
(ii) provide or otherwise arrange for use of the Software to meet the functional and performance requirements of the Audition AI Services as set out in these Terms and the Subscription Agreement;
(iii) be responsible for the day-to-day management and maintenance to support the Audition AI Platform and Audition AI Services;
(iv) monitor for thresholds and availability 7x24x365;
(v) install all updates, upgrades, releases, and error corrections relating to the Audition AI Platform, Audition AI Services and related Software on a timely basis and without service interruption to Customer. In the event of a service disruption, Service Provider shall provide written notice to Customer, including relevant details of the disruption and plan to cure; and
(vi) administer all operating systems, databases, networking, and virtualization to operate the Audition AI Platform and provide the Audition AI Services

(b) Availability of Audition AI Services. The Audition AI Platform and all Customer Data will be accessible to Customer's Authorized Users twenty-four (24) hours per day, seven (7) days a week, excluding scheduled time for maintenance and updates of the Software as necessary, which will be communicated to Customer as needed.

(c) Control of Audition AI Services. The Service Provider shall be responsible for managing the Audition AI Platform and may, in its sole discretion, (i) reengineer network components and/or change locations

where services are being provided; or (ii) modify and/or replace technology or service architectures relating to the Audition AI Services.

(d) Security Requirements. The Service Provider shall implement and maintain industry-standard safeguards and controls to deter and for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Audition AI Platform and Customer Data (the "Security Requirements"). Saberin shall maintain comprehensive written information and data security practices and protocols to safeguard the confidentiality, security, integrity, and availability of Customer Data, including Confidential Information as defined below, whether maintained in electronic, paper or other format, including but not limited to encryption, access controls and secure transmission methods. In furtherance of and throughout the term of the Subscription Agreement, Saberin shall:

(i) implement physical and environmental security protocols to protect physical access to systems and facilities over which Saberin maintains control and where Confidential Information is input, used, processed or stored.
(ii) maintain a record of Saberin representatives with access to Confidential Information and ensure each Consultant is both aware of and bound by the confidentiality obligations set forth herein and receives comprehensive data security training to review policies and procedures regarding data protection, secure handling of Confidential Information and awareness of security threats.
(iii) impose reasonable restrictions on access to Confidential Information to ensure it is only provided on a need-to-know basis to Saberin representatives.
(iv) use industry-standard authentication protocols to prevent unauthorized access to accounts and ensure Confidential Information is segregated from other information owned or managed by Saberin or other third parties.
(v) install, use and maintain and regularly update firewall protections and system security software, including malware protections, patch and virus definitions.

(e) Maintenance. From time to time, Service Provider may perform maintenance on the Audition AI Platform. Such maintenance includes routine maintenance to ensure the continued provision of the Audition AI Services. Service Provider shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of the Audition AI Platform to Customer. To the extent Service Provider is able, Service Provider shall notify Customer in advance of any scheduled maintenance by posting a message on our website, https://audition-ai.com/, or by sending an email to the Customer of the scheduled maintenance time and the anticipated duration of such maintenance.

(f) Changes. Service Provider may, at any time, with or without notice to Customer: (i) make changes that are necessary to comply with applicable safety, security, or other statutory requirements or orders from applicable Governmental Authorities; (ii) supplement or make changes to its user documentation and to its rules of operations, access procedures, and security and privacy procedures and policies; and (iii) change the components, type, and location of the Service Provider System.

(g) Authentication IDs. Service Provider shall provide Customer with that number of Authentication IDs to be distributed by Customer to its Authorized Users. Customer shall control and maintain the security of all Authentication IDs. Customer shall be solely responsible for all instructions, commitments, and other actions or communications taken under any of its Authentication IDs. Customer shall promptly report to

Service Provider any errors or irregularities in the Audition AI Services or the Audition AI Platform, or any unauthorized use of any part thereof, and inform Service Provider promptly if any Authentication ID becomes known to any third person who is not authorized to possess such Authentication ID. Each Party ("Indemnifying Party") hereby indemnifies and holds harmless the other Party ("Indemnified Party") from and against any actions, claims, suits, proceedings, or damages made against the Indemnified Party by a third person arising out of or resulting from any use of the Indemnifying Party's Authentication IDs, whether or not such use is authorized by the Indemnifying Party; provided, however, the foregoing indemnification obligation shall not apply in the event that any such action, claim, suit, proceeding or damages directly resulted from the Indemnified Party's fraud, gross negligence or willful misconduct.

(h) Authorized Users. Only Authorized Users are authorized by Customer to use the Audition AI Services or access the Audition AI Platform. Customer shall ensure that all Authorized Users are aware of these Terms, including their obligation to comply with the provisions contained herein as it relates to their use of the Audition AI Services and the Audition AI Platform. Customer shall be responsible and liable for the actions and omissions of each Authorized User and their compliance with the provisions herein.

(i) Audit and Unauthorized Use. Service Provider reserves the right to monitor and audit Customer and its Authorized Users' usage of the Audition AI Services for the purpose of (among others) ensuring compliance with these Terms. Any such audit may be carried out by Service Provider or a third party authorized by Service Provider, at Service Provider's expense. If any such audit reveals that any Authentication ID has been provided to a person or entity who is not an Authorized User, or access to the Audition AI Platform was otherwise granted to a person or entity who is not an Authorized User, or the number of Authentication IDs granted by Customer exceeds the number of Authorized Users set out in the Subscription Agreement or any future amendment thereto, Customer shall, without delay, disable any such passwords and promptly notify Service Provider. In case of unauthorized use of the Audition AI Services or access to the Audition AI Platform, whether by an Authorized User or another person or entity, Service Provider reserves the right to deny access to the Audition AI Services, and the Audition AI Platform to Customer or such Authorized User or other person or entity, by blocking, without prior notification, the IP address(es) used to access the Audition AI Platform and/or Software by such Authorized User or other person or entity.

(j) Support. Service Provider shall make available its designated support representative to support Customer's and its Authorized Users' use of the Services during normal business hours maintained by Service Provider. Normal business hours are defined as sixty (60) minutes prior to and following the regular trading hours on US Trading Days as defined by the NYSE calendar. At its sole discretion, Service Provider may endeavor to respond to requests from Customer made outside of normal business hours on an emergency basis. Service Provider will provide a dedicated support email address and phone number to Customer for use in such circumstances.

(k) Services Outside Scope. Any services outside the scope set forth above will be subject to a separate professional services agreement at Service Provider's then-current rates.

6. Customer Obligations.

(a) Provision and Access to the Audition AI Platform. The Customer is responsible for the high-speed Internet and telecommunications and supporting equipment required by the Customer to maintain connectivity between the Customer's remote location(s) and the Audition AI Platform. The Customer is responsible for the costs of such connections and supporting equipment.

(b) Customer Data.

(i) The Customer is responsible for the Customer Data that the Customer or its Authorized Users create, install, upload, or transfer on, from, or through the Audition AI Platform.
(ii) Where the Audition AI Platform or related components are hosted within the Customer's own tenant or environment, the Customer hereby grants to Service Provider, and its authorized personnel, a royalty-free, non-exclusive, non-transferable right and license to access, use, copy, store, transmit, and display the Customer Data within such tenant or environment solely pursuant to Customer's written authorization (including via email) to configure, operate, support, maintain, and otherwise perform the Audition AI Services for the Customer in accordance with these Terms and the Subscription Agreement. For clarity, such license extends to any Customer Data to which Service Provider must have access in order to deliver the Audition AI Services, regardless of the hosting location, and does not confer any rights to use the Customer Data for purposes outside the scope of the Services.
(iii) The Customer is responsible for backing up all Customer Data and agrees to maintain outside the Audition AI Platform a current backup of all Customer Data stored on the Audition AI Platform or Software. Service Provider may, upon Customer's request and to the extent reasonably practicable, provide technical assistance to facilitate Customer's backup process; however, any such assistance shall not create any responsibility or obligation for Service Provider to back up, or maintain any back up of, Customer Data, as set forth in subsection (iv)(D), and shall be subject to the limitations and disclaimers in these Terms.
(iv) Subject to the Service Provider's obligations under Section 5 (Security Requirements) including 5(d)(iv), the Customer acknowledges and agrees that Service Provider: (A) will not be responsible for the accuracy, completeness, or adequacy of the Customer Data; (B) has no control over any Customer Data or the results therefrom; (C) does not purport to monitor the Customer Data; and
(D) shall not be responsible to back up, or maintain any back up, of the Customer Data or portion thereof.

(c) Additional Customer Responsibilities. In addition to any other obligations of the Customer under these Terms, the Customer shall:

(i) Be responsible for the access to the Audition AI Platform and use of the Audition AI Services by any of its Authorized Users, and take all necessary measures to ensure that the Authorized Users access the Audition AI Platform and use the Audition AI Services in accordance with these Terms;
(ii) Assign, record, and control the issuance and use of all Authentication IDs;
(iii) Not use or abuse the Audition AI Services or permit others or assist others to do so, in any manner that knowingly interferes with the Audition AI Services or the provision of them, the Audition AI Platform or the Service Provider's network, or access to the Audition AI Platform and those networks by other users;

(iv) Not use or abuse the Audition AI Services, or permit or assist others to do so, for any purpose or in any manner that directly or indirectly violates applicable laws or any third-party rights;
(v) Not use the Audition AI Services or Audition AI Platform in the operation of a service bureau;
(vi) Not attempt to disable, bypass, modify, defeat, or otherwise circumvent any of the digital rights management or other security related tools incorporated into the Audition AI Platform; or
(vii) Not reverse engineer, decompile, disassemble, modify, or translate the Audition AI Services, Audition AI Platform, or any software used by Service Provider to deliver the Audition AI Services, or permit others to do so;
(viii) Not reverse engineer, decompile, disassemble, modify, or translate or otherwise attempt to derive the source code for the computer systems and other technology that operates the Audition AI Services and Audition AI Platform, or permit others to do so.
(ix) in a customer-hosted environment, be responsible for maintaining the underlying infrastructure, subscriptions, and configurations of its tenant to support the Audition AI Services, unless otherwise expressly agreed in writing.

(d) Prohibited Activities. The Customer shall not:

(i) Use the Audition AI Services in violation of this Agreement, or unlawful purposes;
(ii) Include, or knowingly allow others to include, any Objectionable Content or introduce viruses to the Audition AI Platform, and shall institute such security procedures and safeguards as Customer deems necessary to prevent the posting, uploading, or inclusion of any Objectionable Content or viruses to the Audition AI Platform;
(iii) Intercept or attempt to intercept any messages transmitted to and from the Audition AI Platform that are not intended for Customer or any of its Authorized Users;
(iv) Knowingly take any action that imposes an unreasonable or disproportionately large load on the Audition AI Platform or materially degrades its performance. Where the Audition AI Platform or related components are hosted within the Customer's own tenant or environment, Customer shall be solely responsible for managing and remedying any such load issues to the extent caused by its own configuration, integrations, or use of the environment. Customer acknowledges that Customer's actions, even if unknowingly, might impose unreasonable or disproportionately large load on the Audition AI Platform or materially degrade the service of other Audition AI clients. Service Provider may notify Customer of such load issues and, where feasible, will provide reasonable detail regarding the cause, but Service Provider reserves the right to take immediate steps to protect the Audition AI Platform without prior written notice. Service Provider will use commercially reasonable efforts to provide prior written notice and an opportunity to cure only where, in the Service Provider's reasonable judgment, the issue is susceptible to cure without causing avoidable harm, provided that any degradation of platform stability, security or performance shall be deemed "harm." Where prior notice to Customer is not feasible, Service Provider will provide commercially reasonable prompt notice thereafter. Where Customer is aware of having caused a load problem under this paragraph, Customer shall remedy the issue as soon as commercially practicable, and no later than ten (10) business days after notice, unless otherwise agreed in writing.

(e) Objectionable Content. *"Objectionable Content"* means content that infringes any applicable laws, regulations, or third-party rights, and/or content which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, misleading, deceptive, or in breach of any person's Intellectual Property Rights. If Service Provider, in its sole discretion, reasonably believes that any Customer Data, or any other information input or files uploaded by Customer or any of its Authorized Users, contains Objectionable Content or includes a virus, Service Provider may remove such Customer Data, information, or file from the Audition AI Platform and take such other action as Service Provider reasonably deems necessary to protect the integrity and operation of the Audition AI Services, related Software, and the Audition AI Platform, with prior notice to Customer where susceptible to cure without avoidable harm, and where prior notice to Customer is not feasible then with commercially reasonable prompt notice thereafter . Any costs associated with such removal may be charged by Service Provider to Customer.

7. Fees and Payment.

(a) General Fees. Service Provider shall invoice and Customer agrees to pay the Fees as detailed in the Subscription Agreement. Service Provider's obligation to provide, enable access to, or deliver the Audition Platform and AI Audition Services shall commence only after receipt of applicable fees in full

(b) Taxes. If applicable, Customer shall pay any and all transactional taxes (including but not limited to sales, use, excise, VAT/GST, etc., however designated or incurred, which are paid or payable as a result of or otherwise in connection with the transactions contemplated in the Subscription Agreement, excluding only taxes based on Service Provider's net income. If any such taxes are required to be withheld from any payment to Service Provider, Customer shall gross-up such payment so that Service Provider receives the full amount it would have received had no withholding been required.

(c) Renewal Fees and Price Change Notice. Fees for subsequent Renewal Terms shall be Service Provider's standard rate in effect at the time of renewal, payable thirty (30) days after receipt of invoice from Service Provider with respect to such Renewal Term. Service Provider will provide Customer with written notice of any change to the Subscription Fee that would apply to Customer's renewal. Notwithstanding any other notice period set forth in these Terms or in the Subscription Agreement, if Service Provider provides notice of a change in the Subscription Fee, Customer shall have ninety (90) days from the date of such notice to deliver written notice of termination of the Subscription Agreement, and any such termination shall be effective at the end of the then-current term. Service Provider will not implement or announce a price increase for Customer's upcoming renewal once Customer has entered the ninety (90) day period prior to the applicable non-renewal notice deadline, so that Customer will not be subject to a rate increase without having the full ninety (90) days to decide whether to renew or terminate.

(d) Additional Authorized Users. Any additional Authorized Users beyond the amount initially included in the Subscription Agreement during the Term or subsequent Renewal Term(s) will incur an additional pro-rated charge per Authorized User, calculated based on the number of Authorized Users added and the remaining amount of days in the current subscription Term.

8. Term. The Term shall commence on the date specified in the Subscription Agreement and continue for a period of one (1) year (the Initial Term), unless otherwise specified in the Subscription Agreement or terminated earlier in accordance with Section 9. below. At the end of the Initial Term, the Subscription Agreement will renew automatically for successive one-year terms (each a Renewal Term) unless either Party provides written notice of termination at least ninety (90) days prior to the end date of the then-current term.

9. Suspension and Termination.

(a) Suspension of Audition AI Services. In the event that Customer does not pay the Fees or any portion thereof, when due, the Service Provider may immediately suspend Customer's and each of its Authorized Users' right to receive the Audition AI Services and access and use of the Audition AI Platform.

(b) Termination for Insolvency. Either Party may terminate the Subscription Agreement upon thirty (30) days prior written notice to the other Party if that Party becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors.

(c) Material Breach. Either Party may terminate the Subscription Agreement upon written notice to the other Party, in the event the other Party commits a material breach, including in the case of the Customer, if it contravenes sections 6.(c), 6.(d), or 6.(e). The Party providing written notice will clearly identify the material breach. If the breaching Party fails to cure such material breach within fifteen (15) business days of such notice, then the Subscription Agreement may be terminated immediately.

(d) Effect of Termination. Upon termination of the Subscription Agreement:

(i) Customer shall download any and all Customer Data contained on the Audition AI Platform and store such Customer Data on Customer's own system(s);
(ii) Service Provider shall terminate and invalidate any Authentication IDs associated with Customer and any of its Authorized Users;
(iii) Service Provider shall upon request of the Customer, but not earlier than ten (10) business days after the termination or expiration of the Subscription Agreement, destroy any copies of the Customer Data contained in the Audition AI Platform. Notwithstanding the foregoing, Service Provider shall be permitted to retain copies of such materials as may be necessary to establish compliance with applicable laws, regulations and document retention policies (including any requirement to retain system logs, transaction records, or e-mail on an automated e-mail archival system or relating to the safeguarding or backup storage of electronic data) or as otherwise required for the defense or resolution of legal claims;
(iv) Customer shall pay to Service Provider the full amount of all Fees payable hereunder as of the date of termination, if any, whether already invoiced or not, provided that, if Customer has previously paid a 12-month Subscription Fee, and the Subscription Agreement is terminated prior to the end of such 12-month period as a result of Service Provider’s (i) inability, due solely to causes within Service Provider’s reasonable control, to provide Customer with full access to the Audition AI Platform for a period in excess of sixty (60) consecutive days in any 12-month period (excluding downtime due to scheduled maintenance, force majeure, or causes attributable to Customer), or (ii)

discontinuance of Customer's access in accordance with Section 12 solely due to Service Provider's actions,. Service Provider shall refund to Customer a pro-rated amount of the Subscription Fee based on the period remaining in such 12-month period when the Subscription Agreement is no longer in effect.; and

(v) Each Party will return to the other Party all Confidential Information of the other Party which is then in its possession or control. Customer acknowledges and agrees if Customer fails to download the Customer Data from the Audition AI Platform in a timely manner, it may not have access to such information or such information may be destroyed by Service Provider in accordance with the terms of this Section. It is Customer's responsibility to obtain all Customer Data prior to the expiration or termination of the Subscription Agreement. Service Provider shall have no responsibility, or any liability to Customer, for maintaining or providing to Customer the Customer Data or any portion thereof after the termination or expiration of the Subscription Agreement.

10. Confidentiality.

(a) Definition. *"Confidential Information"* means these Terms, information about a Party's technology, systems, or operations, Customer Data, and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, sales information, customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished and to be furnished or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether in oral, written, graphic, or electronic form, including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning the Disclosing Party's actual and potential customers and other Intellectual Property Rights of such Disclosing Party; provided however, that Confidential Information does not include any data or information:

(i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party, whether through breach of these Terms or the Subscription Agreement ;

(ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party;

(iii) independently developed by or for the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides reasonable evidence of such independent development;

(iv) which, subsequent to disclosure, is obtained from a third person who, to the Receiving Party's knowledge after due inquiry: (A) is lawfully in possession of such information; (B) is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) does not prohibit either Party from disclosing such information to others; or

(v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent.

For the avoidance of doubt, as between the Parties, Customer Data shall be considered Customer's Confidential Information and the confidentiality and non-use restrictions of this Section 10 shall not restrict Customer's right to use and disclose the Customer Data.

(b) Obligation. Each Party acknowledges that all Confidential Information consists of confidential and proprietary information of the Disclosing Party. Each Party, as the Receiving Party, shall, and shall cause its employees, agents, and contractors to hold Confidential Information of the Disclosing Party in confidence, and shall use the same degree of care by instruction, agreement, or otherwise, to maintain the confidentiality of the Disclosing Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care, commensurate with the nature and importance of such Confidential Information. Each Receiving Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under these Terms, and not to release, disclose, communicate it, or make it available to any third person other than employees, agents, partners, consultants, attorneys, accountants, advisors and contractors of the Receiving Party (each a "Representative"), each of whom has agreed, or is bound by professional duty, to keep such information confidential reasonably need to know it in connection with the exercise of rights or the performance of obligations under these Terms. This obligation shall remain in effect during the term of the Subscription Agreement and for a period of twenty four (24) months after the expiration or termination of the Subscription Agreement. Following the expiration of the twenty-four (24) month survival period, each Party agrees that, while not under any continuing contractual obligation of confidentiality, it will continue to handle the other Party's Confidential Information in a manner consistent with reasonable professional courtesy and good faith business practices and will not use the other Party's Confidential Information for any purposes not permitted hereunder.

(c) Disclosure Request. Notwithstanding Section 10(b) of this Agreement, the Receiving Party and its Representatives may disclose Confidential Information if required or requested by a Governmental Authority, regulator, self-regulatory organization, arbitrator, court, judicial body or similar entity or authority; or as otherwise required by law, regulation or legal process (in each case, a "Disclosure Request"). In the event of a Disclosure Request, if legally permitted, the Receiving Party agrees to:

(i) promptly notify the Disclosing Party of the existence, terms, and circumstances surrounding such a request;
(ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request; and
(iii) if, per the advice of legal counsel, disclosure of such Confidential Information is required, exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the Disclosing Party so designates. Notwithstanding the foregoing, Receiving Party shall not be required to notify, nor use its reasonable best efforts to cause the relevant Representative to notify, Disclosing Party in the event that it intends to disclose information to a governmental agency, regulator, self-regulatory organization, or other similar entity or authority in response to a routine request or audit or examination in the ordinary course of business not specifically targeting Disclosing Party or the Confidential Information; provided, however, that the Receiving Party shall

disclose only the portion of Confidential Information reasonably required to respond to such routine request, audit, or examination.

(d) Injunctive Relief. Each Party acknowledges and agrees that any unauthorized use or disclosure by it, as the Receiving Party, of any of the Disclosing Party's Confidential Information, in whole or part, may cause irreparable damage to the Disclosing Party, that monetary damages may be an inadequate remedy, and that the amount of such damages may be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in these Terms shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this Section, including the recovery of monetary damages from the Receiving Party.

11. Representations, Warranties, and Disclaimers.

(a) Mutual Representations of the Parties. Each Party represents to the other that:

(i) It is a duly organized company, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and it has full power and authority to enter into the Subscription Agreement and to perform each and every covenant and agreement herein contained;
(ii) The Subscription Agreement has been duly authorized, executed, and delivered by it and constitutes a valid, binding, and legally enforceable agreement of it;
(iii) The execution and delivery of the Subscription Agreement, and the performance of the covenants and agreements herein contained, are not, in any manner or to any extent, limited or restricted by, and are not in conflict with, any commercial arrangements, obligations, contract, agreement, or
instrument to which it is either bound or subject; and
(iv) The execution and delivery of the Subscription Agreement and the performance of the Terms herein contained shall comply in all respects with all laws and regulations to which it or its business is subject.

(b) Additional Representations of Customer. The Customer represents to the Service Provider that it has the necessary rights, licenses, power, and authority to upload, transfer, process, and store the Customer Data on the Audition AI Platform, including obtaining applicable consents to process and store the personal information of identifiable individuals on the Audition AI Platform.

(c) Additional Representations of Service Provider. Service Provider represents to Customer that Service Provider possesses the knowledge, skill, and experience necessary for the provision and completion of the Audition AI Services in accordance with these Terms and the Subscription Agreement.

(d) Warranties. Service Provider warrants that:

(i) It will perform the Audition AI Services in a first class, professional, and timely manner in accordance with the highest professional and industry standards; and

(ii) For the duration of the Term, the Software will substantially operate in accordance with the functional specifications for the performance, operation, access to and use of the Audition AI Platform and Audition AI Services.

(e) Disclaimer. Except as otherwise expressly stated in these Terms, there are no express or implied warranties or conditions in relation to the Audition AI Services, Audition AI Platform, User Documentation, or related Software including implied warranties or conditions of merchantable quality, fitness for a particular purpose, or noninfringement, or that the Audition AI Services, Audition AI Platform, User Documentation, or related Software will meet Customer's needs or will be available for use at any particular time or will be error free. Under no circumstances will Service Provider be liable for the results of Customer's use or misuse of the Audition AI Services, including any use contrary to law. Service Provider shall not be liable for any performance issues, downtime, data loss, or security incidents to the extent caused by Customer's commercially unreasonable management of its tenant, its integrations, or third-party services, or by restrictions on Service Provider's access.

12. Indemnities.

(a) Intellectual Property Indemnity. Service Provider shall defend, indemnify, and hold harmless at its own expense any claim, proceeding, or suit ("Claim") brought against Customer or any of its Authorized Users to the extent such Claim alleges that any of the Audition AI Services, Software, or User Documentation furnished hereunder infringes any copyright, patent, or registered trademark of a third person, and will indemnify and pay all damages which by final judgment or settlement may be assessed against Customer or an Authorized User on account of such infringement, provided that:

(i) Service Provider is given prompt written notice of the Claim or of any allegations or circumstances known to Customer which could result in a Claim.
(ii) Service Provider is given all reasonable information and assistance from Customer, at Service Provider's expense, which Service Provider may require to defend the Claim.
(iii) Service Provider is given sole control of the defense of the Claim, and all negotiations for the settlement or compromise thereof, provided that Service Provider shall not agree to any settlement that (A) results in an admission of wrongdoing by Customer, (B) imposes any material financial or other material obligation on Customer, or (C) does not include a release of Customer from all material liability with respect to such Claim, without Customer's express written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Customer fails to respond within ten (10) business days after receipt of a written request for consent, such consent shall be deemed given.
(iv) The alleged infringement does not result from any non-permitted uses, alterations, modifications, or enhancements carried out by Customer or on its behalf by a third person in violation of this Agreement.

If such Claim has occurred, or in Service Provider's opinion is likely to occur, Service Provider may, at its option and expense, either: (i) procure for Customer the right to continue using the Audition AI Services, Software, or User Documentation; (ii) modify the same so that it becomes non-infringing without loss of functionality; or (iii) if none of the foregoing alternatives is reasonably available, and at Service Provider's discretion, subject to Section 9(d)(iv) hereof, discontinue the use of Audition AI Services and access to the

Audition AI Platform. The foregoing states the entire obligations of Service Provider with respect to any infringement of Intellectual Property Rights of any third person.

(b) Customer's Indemnity. Customer shall defend, indemnify, and hold harmless at its own expense any Claim brought against Service Provider, its affiliates, directors, officers, employees, and agents, to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any copyright, patent, or registered trademark of a third person (including software or service licenses); (ii) alleges, directly or indirectly, that the Customer Data contains any Objectionable Content; or (iii) is in relation to Customer's use of the Audition AI Services not permitted under these Terms, except to the extent as Service Provider has indemnified Customer pursuant to Section 12.(a), provided that Customer is given:

(i) Prompt written notice of the Claim or of any allegations or circumstances known to Service Provider which could result in a Claim;
(ii) All reasonable information and assistance from Service Provider, at Customer's expense, which Customer may require to defend the Claim; and
(iii) Sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof.

13. Limitation of Liability.

(a) Consequential Damages. Subject to Section 13.(c), in no event shall either Party be liable to the other for any consequential, incidental, exemplary, or punitive damages even if advised in advance of the possibility of such damages. Further, Service Provider shall not be liable to Customer for any lost revenue, lost profit, or lost savings.

(b) Limitation of Direct Damages. Subject to section 13.(c), in respect of any claim, demand, or action by either Party against the other, or any of their respective employees, directors, officers, or agents whether based in contract, tort (including negligence), or otherwise, including a breach by a Party of any of its obligations under these Terms (whether or not a fundamental breach), the other Party's sole and exclusive remedy shall be to receive from the breaching Party payment for actual and direct damages to a maximum aggregate amount equal to the amount paid by Customer to Service Provider in the twelve (12) months preceding the date of the event.

(c) Exceptions to Limitations. Notwithstanding Sections 13.(a) and 13.(b), neither Party excludes or limits any liability for:

(i) Fraud, fraudulent misrepresentation, fraudulent concealment, gross negligence, willful misconduct, or violation of applicable law;

(ii) The Party's obligations set out in sections 5.(d), 6.(d), 10., or the applicable Security Requirements;

(iii) Customer's payment obligations contained herein.

14. Force Majeure. *"Force Majeure Event"* means an act of God, fires, floods, pandemics, strike or lockouts, explosions, windstorms, riots, actions by any Governmental Authority (whether valid or invalid),

or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. Except for any obligation to make payments, neither Party will be responsible to the other Party for any damages caused by a delay or the failure to perform any of its obligations under these Terms when the delay or failure is the result of a Force Majeure Event. Notwithstanding the foregoing, if a Force Majeure Event extends more than sixty (60) days, the unaffected Party may immediately terminate the Subscription Agreement upon written notice to the other Party without any penalty or liability but subject to Section 9(d)(iv) hereof and to surviving obligations under Section 10 and, solely with respect to any Customer Data remaining in the terminating Party's possession or control, the Security Requirements. Such surviving obligations shall continue only for so long as such Customer Data is retained.

15. Miscellaneous.

(a) Notice. Notices hereunder will be deemed properly given if in writing and given by electronic mail, personal delivery, national courier service addressed to the recipient at the addresses first listed above or to such other address or individual as either Party may notify the other. Any notification will be deemed delivered: (i) upon receipt, if delivered personally or electronic mail; or (ii) on the next business day, if sent by courier service.

(b) Relationship of Parties. The Parties are independent contractors and no other relationship is intended. Nothing herein will be deemed to constitute either Party as an agent, representative, or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party will have the authority or right to represent nor obligate the other Party in any way, except as expressly authorized by these Terms.

(c) Governing Law. The Terms will be governed by, and construed and enforced in accordance with the laws of New York. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of the Suffolk County, New York and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.

(d) Survival. Sections 5., 7., 9(d)., 10., 11., 12., 13., and 15(c)., and any other section that by its nature is meant to survive, will survive termination or expiration of the Subscription Agreement.

(e) Modifications. Saberin may modify these Terms from time to time and, in such instances, will notify the Customer in writing of such modification. Should the Customer object to Saberin's modifications, the Customer shall be permitted to complete the existing term under the current Agreement and may terminate the subscription at the end of the Term, in accordance with the Termination provisions stipulated herein.

(f) Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under these Terms will be effective unless it is in writing and signed by the Party granting the waiver.

(g) Severability. If any provision of these Terms is unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not) and all other provisions will not be affected.

(h) Further Assurances. Each Party shall take such action (including, but not limited to, the execution, acknowledgment, and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of these Terms.

(i) Assignment. Neither Party shall assign or otherwise transfer any rights or other obligations under these Terms without the other Party's prior written consent, such consent not to be unreasonably withheld. These Terms will inure to the benefit of and be binding upon each of the Parties and their permitted successors and assigns.

Schedule A. Service Level Objectives.

A1. SERVICE COMMITMENT. The Audition AI service is hosted within the Customer's Azure tenant and is subject to the availability and performance of the Customer's resources and services. Saberin is committed to ensuring that the Audition AI service is available, performant, and operational within these constraints. By adhering to these commitments, Saberin aims to provide a reliable, efficient, and responsive service, ensuring high standards of availability and performance for the Customer.

A2. SERVICE AVAILABILITY AND PERFORMANCE MONITORING.

(a) Monitoring and Response: Saberin will continuously monitor the application for availability and will respond automatically to disruptions. Information logging, which excludes any sensitive information, will be used to monitor performance and ensure operational acceptability.

(b) Automated Alerts and Priority Tickets: Saberin maintains and continually adjusts automated alerts to raise priority service tickets when there are any indications of diminished performance or impairments in operational effectiveness.

A3. UPDATES AND MAINTENANCE. Saberin will publish updates from time to time, with the informed consent of the customer. Given that updates pose the greatest risk to disruption and performance, these updates will be carefully coordinated to minimize risk.

(a) Vulnerabilities:

(i) CVE Response: Saberin will respond to identified CVEs within twenty-four (24) hours, prioritizing based on criticality. Immediate patches may be applied for high-priority CVEs, while less critical issues will be addressed in scheduled maintenance.
(ii) Patching/Resolution: Saberin commits to patching high-severity vulnerabilities within seven (7) days but will prioritize sooner when prudent. For high-severity vulnerabilities, Saberin reserves the right to apply patches immediately without advanced notice.

A4. SUPPORT AND INCIDENT MANAGEMENT.

(a) Support Availability: Saberin offers support 24x7 through an automated service portal and by email.

(b) Response Times:

(i) Business Hours: Saberin will respond to all service requests and automated alerts within two (2) hours during normal business hours as established by the published NYSE trading calendar.

(ii) Outside Business Hours: Saberin will offer best-effort responsiveness outside of business hours, striving to respond as quickly as possible during these times.

(c) Security and Controls; Notice of Incidents: Saberin will be available to the Customer and its agents to respond to questions about security and controls, and promptly address deficiencies identified. If Saberin becomes aware of a confirmed (or reasonably likely to be confirmed) data breach, incursion, or other incident compromising Audition AI or Customer Data or that could reasonably be expected to compromise Audition AI or Customer Data, Saberin will notify Customer without undue delay and within no more than 72 hours after confirmation of such incident (and, whether covered under Regulation S-P or not, no later than the notification time that would be applicable to incidents covered under Regulation S-P).

A5. CUSTOMER RESPONSIBILITIES.

(a) Maintenance of Azure Resources: Customer is responsible for maintaining the availability and performance of their Azure resources and services.

(b) Coordination on Updates: Customer is responsible for coordinating with Saberin to schedule and consent to updates, minimizing impact on operations.

Audition AI Pilot Program Addendum

(a) Applicability of Terms. Customer's participation in the Audition AI Pilot Program (the "Pilot Program") shall be subject to these Terms, which are incorporated herein by reference and shall remain in full force and effect except as expressly modified by this Section. In the event of any conflict between the provisions of this Section and any other provision of these Terms, the provisions of this Section shall control solely with respect to the Pilot Program.

(b) Purpose and Scope. The Pilot Program is intended solely to permit Customer to access, use, and evaluate the Audition AI Platform and Audition AI Services within Customer's environment, assess their performance, usability, and value, and determine whether to proceed with an annual subscription. Unless otherwise expressly agreed in writing by the parties, Customer may access and use the Audition AI Platform and Audition AI Services during the Pilot Program for Customer's internal evaluation purposes, it being understood that the Audition AI Platform and Audition AI Services made available during the Pilot Program are typically the same as those made available under a standard annual subscription. Training and support provided during the Pilot Program shall be provided in accordance with these Terms.

(c) Feedback and Usage Data. In addition to the rights otherwise set forth in these Terms, Customer agrees that Service Provider may collect and use: (i) feedback, suggestions, and comments provided by Customer or its Authorized Users during the Pilot Program, provided that any such feedback that

constitutes Customer's Confidential Information shall remain subject to the confidentiality obligations set forth in these Terms; and (ii) usage data relating to the Pilot Program in de-identified, aggregated, and anonymized form for product improvement, analytics, and internal business purposes. Service Provider shall not disclose Customer's Confidential Information, shall not identify Customer in any marketing or external materials without Customer's prior written consent, and shall not use Customer Data except as otherwise permitted under these Terms.

(d) Pilot Program Term and Conclusion. The Pilot Program shall commence on the start date and end on the end date set forth in the applicable Audition AI Pilot Program Agreement. Upon expiration or termination of the Pilot Program, Customer's rights to access and use the Audition AI Platform and Audition AI Services under the Pilot Program shall cease unless the parties enter into a separate Subscription Agreement for continued use. Upon or prior to the conclusion of the Pilot Program, the parties may meet in good faith to discuss whether to proceed with an annual subscription, but neither party shall have any obligation to do so.

(e) No Commitment to Purchase. Participation in the Pilot Program does not obligate Customer to purchase or subscribe to the Audition AI Platform or Audition AI Services, and no such obligation or commitment shall arise unless and until the parties execute a separate written Subscription Agreement.

(f) Pilot Services Disclaimer. Notwithstanding anything in these Terms to the contrary, during the Pilot Program the Audition AI Platform and Audition AI Services are provided on an "AS IS" and "AS AVAILABLE" basis, and Service Provider disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade. For clarity, the foregoing disclaimer applies to warranties relating to the performance, availability, and results of the Audition AI Platform and Audition AI Services during the Pilot Program, and does not limit either party's express obligations under these Terms with respect to confidentiality, ownership, or data security.

(g) Limitation of Liability for Pilot Program. Notwithstanding anything in these Terms to the contrary, Service Provider's total aggregate liability arising out of or relating to the Pilot Program shall not exceed the total Fees paid by Customer for the Pilot Program. For clarity, this Section applies solely to claims arising out of or relating to the Pilot Program and shall not expand any liability otherwise excluded under these Terms.

(h) Costs. The fees, if any, and any other costs associated with the Pilot Program shall be set forth in a separate Audition AI Pilot Program Agreement executed by the parties. Except as otherwise expressly set forth in such agreement, each party shall bear its own internal costs and expenses incurred in connection with the Pilot Program.

Amendment – AuditionAI Core

This Amendment supplements the AuditionAI Terms and Conditions (the “Agreement”) and adds AuditionAI Core ("Core") as a new product licensing tier under the Agreement. Effective as of the date this Amendment is executed, all references in the Agreement to the Services or Products will be deemed to include Core, as applicable, and Core will be subject to the terms of the Agreement except as expressly modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, this Amendment will control solely with respect to Core.

Core Payment, Cancellation, and Re-engagement

Payment. Core requires automatic payment by recurring credit card or ACH.

Cancellation. Customer may cancel its Core subscription at any time by providing written notice to AuditionAI. Cancellation will stop future recurring charges for Core, but does not entitle Customer to any refund of fees already paid. Following cancellation, Customer will retain access to Core through the end of its then-current paid term, including any remaining portion of an initial three (3) month prepaid term. Cancellation of Core will not affect any other Products.

Non-Payment Termination. If any payment for Core remains unpaid for thirty (30) days after its due date, the Core subscription and access will automatically terminate. Cancellation or termination will not relieve Customer of any fees that became due prior to the effective date of cancellation or termination.

Re-engagement. If Customer re-engages with Core after cancellation or termination, Customer must make a new upfront payment for a three (3) month term of Core at AuditionAI’s then-current pricing. If Customer still has paid Core access remaining at the time of re-engagement, the new three (3) month term will begin immediately after the end of that existing paid access period. If Customer does not have any paid Core access remaining, the new three (3) month term will begin upon reactivation.