



## MASTER SERVICES AGREEMENT

THIS AGREEMENT GOVERNS CUSTOMER'S PURCHASE AND RECEIPT OF HEYSTACK PROFESSIONAL SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING A STATEMENT OF WORK ("SOW") THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE THE PROFESSIONAL SERVICES.

PLEASE REVIEW ALL TERMS WITH SPECIAL EMPHASIS ON SECTION 5.8 (RIGHT TO INCREASE PROFESSIONAL FEES EACH YEAR).

This Agreement was last updated on September 11, 2024. It is effective between Customer and Heystack as of the date of Customer's accepting this Agreement.

### 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Services Agreement and any exhibits, schedules and addenda.

**"Change Order"** means an amendment to an SOW, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW, as applicable in the absence of an SOW.

**"Customer"** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into SOWs for Professional Services.

**"Deliverable"** means any output of the Professional Services that is identified as a Deliverable under an SOW.

**"Online Services"** means any online, web-based services and associated offline components made available by third parties to Customer under a separate agreement for which Heystack provide implementation or other consulting services.

**"Professional Services"** means work performed by Heystack, its Affiliates, or its or their respective permitted subcontractors under an SOW, including the provision of any Deliverables specified in such SOW.

**"Security and Privacy Documentation"** means the Security, Privacy and Architecture Documentation applicable to the Professional Services purchased by Customer, as updated from time to time, and accessible via Heystack's Legal webpage at <https://www.heystack.cx/legal> or as otherwise made reasonably available by Heystack.

**"Heystack"** means Heystack Limited.

**"SOW"** means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and Heystack or any Heystack Affiliates that is entered into between Customer and Heystack or any Heystack Affiliates. An Heystack Affiliate that executes an SOW with Customer will be deemed to be "Heystack" as such term is used in this Agreement. SOWs will be deemed incorporated herein by reference.

### 2. PROFESSIONAL SERVICES

**2.1. Scope of Professional Services.** Heystack will provide to Customer the Professional Services specified in each SOW (as applicable), subject to Customer's payment of all applicable fees as set forth in the "Fees" section of this Agreement.

**2.2. Relationship to Online Services.** This Agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement with the Online Services

provider.

- 2.3. Protection of Professional Services Data.** Heystack will maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Professional Services Data, as defined and described in the Security and Privacy Documentation. The terms of the data processing addendum at <https://www.heystack.cx/legal> (“**DPA**”) posted as of the Effective Date are hereby incorporated by reference and shall apply to Personal Data, as defined in the DPA.

### **3. CUSTOMER COOPERATION**

- 3.1. Cooperation.** Customer will cooperate reasonably and in good faith with Heystack in its performance of Professional Services by, without limitation:
- (a) **Resources.** Assigning an internal project manager as primary point of contact for each project and allocating sufficient resources to perform its obligations under each SOW;
  - (b) **Actions.** i) Promptly responding to Heystack inquiries and providing Customer deliverables including accurate information, data, and feedback as necessary for the project, ii) actively participating in scheduled meetings and performing other obligations required under each SOW, and iii) to the extent necessary for the applicable project, providing appropriate administrative access to Customer’s Online Service account;
  - (c) **Facilities and Equipment.** To the extent necessary for the applicable project, providing at no charge to Heystack, office workspace and access to other facilities, and suitably configured computer equipment with Internet access.

### **4. DELIVERY, TIMELINES AND CHANGE ORDERS**

- 4.1. Delivery of Services.** Heystack will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs.
- 4.2. Timelines and Milestones.** Customer acknowledges that general timelines and milestones are provided as a courtesy and do not represent contractual agreements for the time of delivery. Parties shall collaborate with each other to ensure transparency and make project participants aware of projected timelines and progress towards agreed-upon milestones. Both parties shall make commercially reasonable efforts to meet the agreed timelines and milestones.
- 4.3. Change Orders.** Changes to a SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

### **5. FEES, INVOICING AND TAXES**

- 5.1. Fees.** Customer will pay Heystack for the Professional Services at the rates specified in the applicable SOW. Professional Services are provided on either a fixed fee basis or a time-and-materials, as provided in an SOW.
- 5.2. Incidental Expenses.** Customer will reimburse Heystack for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW, Heystack will not exceed such estimate without the written consent of Customer.
- 5.3. Invoicing and Payment.** Charges for Professional Services sold on a SOW will be invoiced in advance and for retainer Professional Services annually in advance, unless otherwise expressly stated in the applicable SOW. Invoiced amounts will be due net 30 days from the invoice date. Customer is responsible for providing Heystack with its complete and accurate billing and contact information and notifying Heystack of any changes to such information.
- 5.4. Overdue Charges.** Subject to the “Payment Disputes” section, if any invoiced amount is not received by Heystack by the due date, then without limiting Heystack’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Heystack may condition future purchases of Professional Services on payment terms shorter than those specified in the “Invoicing and Payment” section.
- 5.5. Suspension of Professional Services.** Subject to the “Payment Disputes” section, if any amount owing by Customer under this or any other agreement for Heystack’s Professional Services is 30 days or more overdue, Heystack may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.
- 5.6. Payment Disputes.** Heystack will not exercise its rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.
- 5.7. Taxes.** Heystack’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Heystack has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Heystack will invoice Customer and Customer will pay that amount, unless Customer provides Heystack with a valid tax exemption certificate authorized by the appropriate taxing

authority. For clarity, Heystack is solely responsible for taxes assessable against it based on its income, property and employees.

- 5.8. RIGHT TO INCREASE PROFESSIONAL FEES EACH YEAR.** If the Professional Services are purchased for more than one year under one SOW, Heystack reserves the right to increase the fees for Professional Services with effect from 1st March of each year (the "Increase Day") for the currently purchased and future Professional Services and it shall be implemented within the 12 months following the Increase Day at the Customer's annual anniversary of the start date of the applicable SOW. Any increase shall not exceed the greater of 7 % or the increase in the Retail Prices Index (or equivalent index in the country Customer is based) during the calendar year preceding the Increase Day plus 1%. Any increase shall be notified to Customer as soon as practicable.

## **6. PROPRIETARY RIGHTS AND LICENSES**

- 6.1. Customer Intellectual Property.** Customer does not grant to Heystack any rights in or to Customer's intellectual property except such licenses as may be required for Heystack to perform its obligations hereunder.
- 6.2. Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.
- 6.3. License for Contract Property.** Subject to Customer's payment of fees due under an applicable SOW, Heystack grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable), solely for its internal business purposes, anything developed by Heystack for Customer, including Deliverables, under this Agreement ("Contract Property"). Heystack and Customer each retains all right, title and interest in its respective intellectual property and Heystack retains all ownership rights in the Contract Property.

## **7. CONFIDENTIALITY**

- 7.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, 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. Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs (including pricing), as well as business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (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 knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any SOW to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

- 8.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. Warranty.** Heystack warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Heystack's entire liability will be the re-performance of the applicable Professional Services. If Heystack is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to Heystack for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Heystack in

writing within 90 days of performance of such Professional Services in order to receive warranty remedies.

- 8.3. Disclaimer.** Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

## **9. INDEMNIFICATION**

- 9.1. Mutual Indemnity.** Each party (the “Indemnitor”) will defend the other party (the “Indemnitee”) against any claim, demand, suit or proceeding (“Claim”) made or brought against the Indemnitee by a third party (which is not Indemnitee Affiliate) (i) arising out of death, personal injury or damage to tangible property to the extent caused by Indemnitor’s personnel in its performance or receipt of, as applicable, the Professional Services, and (ii) alleging that any information, design, specification, instruction, software, data or material furnished by the Indemnitor hereunder (“**Material**”) infringes or misappropriates such third party’s intellectual property rights, and will indemnify the Indemnitee from any damages, attorneys fees and costs finally awarded against the Indemnitee as a result of, or for amounts paid by Indemnitee under a settlement approved in writing by Indemnitor of, any such Claim, provided that the Indemnitee: (a) promptly gives the Indemnitor written notice of the Claim; (b) gives the Indemnitor sole control of the defense and settlement of the Claim (except that the Indemnitor may not settle any Claim unless the settlement unconditionally releases the Indemnitee of all liability); and (c) gives the Indemnitor all reasonable assistance, at the Indemnitor’s cost. The Indemnitor will have no liability for any such Claim described in subsection (ii) above to the extent that (1) it arises from specifications or other Material provided by the other party, or (2) such claim is based on modifications to the Material by anyone other than Indemnitor. In the event that some or all of the Material is held or is reasonably believed by the Indemnitor to infringe or misappropriate, the Indemnitor may, in its discretion and at no cost to the Indemnitee, (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Indemnitee’s continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Indemnitee. If the Indemnitor exercises option (C), either party may terminate the relevant SOW or Professional Services purchased under upon 10 days’ written notice given within 30 days after the Indemnitor’s exercise of such option, subject to the “Payment Upon Termination” section below. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnitee’s breach of this Agreement or the applicable SOW.
- 9.2. Exclusive Remedy.** This “Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third-party claim described in this section.

## **10. LIMITATION OF LIABILITY**

- 10.1. Limitation of Liability.** In no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the SOW out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer’s and its Affiliates’ payment obligations under the “Fees and Payment” section.
- 10.2. Exclusion of Consequential and Related Damages.** Subject to section the “Limitation of Restrictions” section below, in no event shall either party or its affiliates have any liability to the other party or its affiliates under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:
- a) any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or
  - b) any indirect or consequential loss or damage arising from or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party or its Affiliate has been advised (or is otherwise aware) of the possibility of such losses in advance.

- 10.3. Limitation of Restrictions.** Nothing in this “Limitation of Liability” section shall exclude or limit the liability of either party or its Affiliates for death or personal injury caused by that party’s or its Affiliate’s negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

## **11. TERM AND TERMINATION**

- 11.1. Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.
- 11.2. Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon 10 days’ written notice to the other. To the extent there are SOWs in effect when a party terminates this Agreement, such SOWs shall continue to be governed by this Agreement as if it had not been terminated.
- 11.3. Termination for Cause.** A party may terminate this Agreement and/or any SOW for cause: (i) upon 30 days written notice to

the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.4. Payment Upon Termination.** Upon any termination of an SOW, Customer will pay, in accordance with the “Invoicing and Payment” section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Customer terminates an SOW for cause and Customer has pre-paid any fees for Professional Services not yet received, Heystack will refund such pre-paid fees. In the event that Heystack terminates an SOW for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW.

**11.5. Surviving Provisions.** The sections titled “License for Contract Property,” “Confidentiality,” “Representations, Warranties, Exclusive Remedies and Disclaimers,” “Fees, Invoicing and Taxes,” “Indemnification,” “Limitation of Liability,” “Term and Termination” and “General” will survive any termination or expiration of this Agreement.

## **12. INSURANCE**

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable professional indemnity, and employer liability, as required by applicable law.

## **13. GENERAL**

**13.1. Right to Update Agreement.** Heystack reserves the right to update this Agreement from time to time. Heystack will publish the updated Agreement on Heystack website. Heystack shall notify Customer of the updated Agreement, including by (a) notifying Customer via its email contact, or (b) referencing the current version of the Agreement when Heystack invoices Customer. The updated Agreement will become binding on Customer upon the earlier of 10th business day after receiving notification of the updated Agreement. Customer’s continued use of the Services following the publication and the notification of the updated Agreement shall constitute Customer’s acceptance of the updated Agreement. If Customer does not accept the updated Agreement, Customer must notify Heystack within 10 business days of becoming aware or being notified whichever is sooner and the update shall not take place until the Customer’s next purchase of Professional Services or the renewal of the Professional Services.

**13.2. Compliance with Laws.** Each party will comply with all laws and governmental rules and regulations that apply to such party in its performance of its obligations and exercise of its rights, under this Agreement.

**13.3. Export Compliance.** The Professional Services, including Deliverables, Heystack makes available, and derivatives thereof may be subject to export laws and regulations of the United Kingdom and other jurisdictions. Heystack and Customer each represents that it is not on any U.K. Sanction list.

**13.4. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**13.5. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Customer and Heystack regarding the provision and receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party’s only remedies shall be for breach of contract as provided in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.

**13.6. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**13.7. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**13.8. Personnel.** Heystack will be responsible for the performance of Professional Services by its personnel, including subcontractors.

**13.9. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

- 13.10. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.11. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.12. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to Heystack will be addressed to the attention of Legal team to the Heystack's registered address, e-mail: legal@heystack.cx; or as updated by Heystack via written notice to Customer. Legal Notices to Customer will be addressed to Customer and will be clearly identifiable as Legal Notices. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer in the applicable SOW. All other notices to Customer shall be addressed to Customer contact named in the applicable SOW, to the relevant Services system administrator designated by Customer.
- 13.13. Governing Law and Venue.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of England and Wales, the courts located in London, United Kingdom, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.
- 13.14. Customer Reference.** Customer agrees that after the successful completion of a SOW, Heystack can create a case study outlining the work performed for the Customer under the SOW which can be used by Heystack freely in its marketing efforts. Heystack may refer to Customer by name, logo and trademark in Heystack's marketing materials, social media posts and on its website.