

## Master Cloud Services Agreement

This Master Cloud Services Agreement (the “**MCSA**”) is entered into as of the Effective Date between Neuraco Ltd. (“**Neuraco**”, “**us**” or “**we**”) and the entity listed on the applicable Order (as defined below) (“**Customer**”, “**you**,” or “**your**”) and forms part of the Agreement that governs Customer’s use of the Neuracore Services (as defined below).

By agreeing to this MCSA, you represent that you have the authority and capacity to form a legal agreement with Neuraco. If you are entering into this MCSA on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you are authorized to bind that entity to this MCSA, in which case “**Customer**,” “**you**,” or “**your**” will refer to that entity (otherwise, such terms refer to you as an individual). If you do not have authority to bind your entity or do not agree with any provision of this MCSA, you must not accept this MCSA and may not use the Neuracore Services.

1. **Definitions.** Capitalized terms used but not defined in an Order will have the meaning assigned to them in this MCSA.
  - (a) “**Acceptable Use Policy**” means the acceptable use policy set out in Appendix 1.
  - (b) “**Affiliate**” of a party means an entity that controls, is actually or in effect controlled by, or is under common control with such party, where “control”, for the purposes of this definition, means direct or indirect ownership or control of more than fifty (50) percent of the voting interests of the subject entity.
  - (c) “**Agreement**” means, collectively, this MCSA and each Order entered into by the parties under this MCSA.
  - (d) “**Authorized Users**” means Customer employees, agents, and other personnel authorized by Customer to access and use the Neuracore Services in accordance with the Agreement.
  - (e) “**Beta Service**” means any feature of the Neuracore Services that is designated as “beta”, “experimental”, “preview” or other similar terms.
  - (f) “**Customer Content**” means all data, models, tools and materials uploaded to the Customer Environment or otherwise processed or accessed by Neuraco on Customer’s behalf in the course of providing the Neuracore Services.
  - (g) “**Customer Environment**” means each compute or storage infrastructure environment used by Customer in connection with the Platform Services.
  - (h) “**Documentation**” means the documentation describing the Platform Services as made available by Neuraco to Customer from time to time.
  - (i) “**DPA**” means the Data Processing Addendum located at Appendix 2.
  - (j) “**Effective Date**” means the effective date of the initial Order.
  - (k) “**Fees**” means all amounts payable for Neuracore Services.

- (l) “**Intellectual Property Rights**” means all worldwide intellectual property rights available under applicable laws including without limitation rights with respect to patents, copyrights, moral rights, trademarks, trade secrets, know-how, and databases.
- (m) “**Neuraco Materials**” means any software programs, tools, know-how, expertise, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques, training materials, and any other materials of any kind used, created, developed or delivered by or on behalf of Neuraco or its personnel (including in connection with the Neuracore Services), including all updates, enhancements and derivative works thereof.
- (n) “**Neuracore Services**” means (a) the Neuraco data processing platform and related tools and services, as further described in the Documentation (the “**Platform Services**”), (b) the support services described in Section 6(a) below and in the applicable Order (“**Support Services**”), and (c) any consulting and other professional services described in the applicable Order (“**Technical Success Partnership Services**”).
- (o) “**Order**” means an order form, online order (including the provisioning of any Neuracore Services), Statement of Work, or similar agreement for the provision of Neuracore Services, that is entered into by the parties and references this MCSA.
- (p) “**System**” means any application, computing or storage device, or network.
- (q) “**Territory Addendum**” means a territory or country-specific addendum attached hereto or to an Order, which provides additional terms and conditions applicable to Customer or Authorized Users based in such territory or country.
- (r) “**Usage Data**” means data and telemetry collected by Neuraco relating to Customer's use of the Platform Services. Usage Data may contain queries entered by an Authorized User but not the results of those queries.

## 2. **Intellectual Property.**

- (a) **Ownership by Neuraco.** Except for the limited licenses expressly set forth in this Agreement, Neuraco retains all rights, title and interest in and to (i) the Neuracore Services, Documentation, Neuraco Materials and any related and underlying technology and documentation (including products, software tools, algorithms, know-how, processes, methodologies, databases, and architecture); (ii) any technology, intellectual property or other work products created, developed or reduced to practice by or on behalf of Neuraco in connection with the Neuracore Services (other than Technical Success Partnership Service Deliverables); and (iii) any updates, upgrades, improvements, modifications, or derivative works of any of the foregoing ((i) through (iii) are, collectively, the “**Neuraco Technology**”), including all Intellectual Property Rights in or related to any of the foregoing. You will not delete or alter the copyright, trademark, or other proprietary rights notices or markings appearing within the Neuraco Technology as delivered to you. You agree that the Neuraco Technology is provided on a non-exclusive basis and not sold, and that no transfer of ownership of Intellectual Property Rights will occur. You further acknowledge and agree that portions of the Neuraco Technology, including the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets and other Intellectual Property Rights of Neuraco and its licensors.

- (b) **Ownership by Customer.** As between you and Neuraco, you will own (i) all Customer Content and (ii) all work products that are created by Neuraco in connection with the Technical Success Partnership Services and are expressly identified as “Technical Success Partnership Service Deliverables” in the applicable Order (“**Technical Success Partnership Service Deliverables**”). Subject to payment of the Fees in full, Neuraco hereby assigns ownership of Technical Success Partnership Service Deliverables to you.
- (c) **Usage Data.** Notwithstanding anything to the contrary in the Agreement, Neuraco may collect and use Usage Data to develop, improve, operate, and support the Neuracore Services and its other products and services. Neuraco will not disclose any Usage Data to any third-parties unless (i) it is anonymized and aggregated such that it does not identify Customer or Customer Confidential Information; or (ii) in accordance with Section 7 (Confidentiality) of this Agreement. Additional territory-specific terms and conditions applicable to Usage Data may be provided in the Territory Addendum attached hereto.
- (d) **Feedback.** You are under no duty to provide any suggestions, enhancement requests, or other feedback regarding the Neuracore Services (“**Feedback**”). If you choose to offer Feedback to Neuraco, you hereby grant Neuraco a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable, assignable license to incorporate into the Neuracore Services or otherwise use any Feedback Neuraco receives from you to improve Neuraco products and services, provided that such Feedback is used in a manner that is not attributable to you. You also irrevocably waive in favor of Neuraco any moral rights which you may have in such Feedback. Neuraco acknowledges that any Feedback is provided on an “as-is” basis with no warranties of any kind.

### 3. **Use of Neuracore Services.**

- (a) **Account Sign-Up.** You agree to provide complete and accurate information when creating an account to access the Neuracore Services. To the extent that any pricing plan or Neuracore Service is made available based on certain eligibility criteria (e.g., teaching at or being enrolled in an academic institution), by signing up for such plan or Neuracore Service you represent that you meet all such criteria. Without limiting the foregoing, Neuraco reserves the right to request proof of your eligibility and to terminate your access to any pricing plan or Neuracore Service if, in Neuraco’s sole discretion, you have not demonstrated that you meet such eligibility criteria.
- (b) **Access to Platform Services.** Neuraco will make the Platform Services available to Customer and its Authorized Users in accordance with the terms and conditions of this Agreement solely for Customer’s internal use (or, if Customer is using the academic version of the Platform Services, solely for Customer’s academic research and not for personal or commercial use). For clarity, Customer’s Affiliates must enter into a separate Order with Neuraco to receive the Neuracore Services.
- (c) **Customer Responsibilities.**
  - (i) **General Responsibilities.** You acknowledge and agree that you are responsible for:
    - (1) ensuring that each Authorized User has their own credentials to access the Neuracore Services, protecting those credentials, and not permitting any sharing of credentials;

- (2) each Authorized User's compliance with the terms of this Agreement;
- (3) securing each Customer Environment and Customer System;
- (4) promptly notifying Neuraco of any actual or suspected unauthorized use of the Neuraco Services or any user account.
- (5) configuring the Platform Services in an appropriate way taking into account the sensitivity of the Customer Content that you choose to process using the Platform Services;
- (6) ensuring that adequate security protections are in place to limit any unauthorized access to or use of Customer-Provided Components (as defined below);
- (7) ensuring that Authorized Users review the portions of Documentation relevant to your use of the Platform Services and any security information published by Neuraco and referenced therein that is designed to assist you in securing Customer Content; and
- (8) any use of the Platform Services by any Authorized User under an Authorized User's account (including for the payment of Fees related to such use), whether such action was taken by an Authorized User or by another person, and whether or not such action was authorized by an Authorized User, provided that such action was not taken by Neuraco or by a party acting under the direction of Neuraco.

(ii) **Platform Services Use Limits.** You will not, and will not permit any person to:

- (1) use the Neuraco Services other than in accordance with the Documentation;
- (2) copy, modify, disassemble, decompile, reverse engineer, translate, or attempt to view or discover the source code of the Platform Services, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by the Agreement or by law;
- (3) copy, modify, or create a derivative work of the Neuraco Services;
- (4) scrape Neuraco's platform or websites or otherwise extract data or content from the Neuraco Services unless expressly authorized in this Agreement;
- (5) access or use the Neuraco Services in a manner intended to avoid incurring Fees or to circumvent usage limits or quotas;
- (6) access or use the Neuraco Services (i) for activities where the use or failure of the Neuraco Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support

systems, or weaponry); (ii) to engage in cryptocurrency mining; or (iii) to operate or enable any telecommunications service;

- (7) sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Neuracore Services to any third party except to the extent explicitly authorized in writing by Neuraco;
- (8) perform any benchmarking, vulnerability, penetration, or similar testing of the Neuracore Services;
- (9) attempt to (a) interfere with, harm, or disrupt the Neuracore Services, (b) permit or gain access to the Neuracore Services or connected or related Systems except as expressly authorized under the Agreement, or (c) use any means to bypass usage limitations;
- (10) abuse or violate the security or integrity of any System of any person, including by storing, transmitting or installing malicious code;
- (11) engage in or promote any fraudulent, corrupt, deceptive or similarly objectionable activities;
- (12) cause harm to or violate the human rights of any person, including privacy rights
- (13) process, store, or transmit data or content in violation of any law or any third party rights; or
- (14) during any free trial period granted by Neuraco, including during the use of any Beta Service, use such Neuracore Services for any purpose other than to evaluate whether to purchase such Neuracore Services.

(d) **Third Party Services; Customer-Provided Components.**

- (i) **Third Party Services.** The Neuracore Services may contain or require the use of certain materials or products that are provided by third parties, including certain hosted infrastructure provided by Google and other cloud service providers that is used to provide the Customer Environments (collectively “**Third Party Services**”). Notwithstanding anything to the contrary in this Agreement, Neuraco does not provide any warranties regarding Third Party Services and Neuraco cannot guarantee the continued availability of such Third Party Services features and may cease providing them if the provider of a Third Party Services ceases to make such Third Party Services available for interoperation or otherwise in connection with the corresponding service features in a manner acceptable to Neuraco. Customer will accept and comply with any additional terms applicable to the use of such Third Party Services, as made available to Customer in writing from time to time. If Customer does not agree to abide by such terms, then Customer may not install, access, or use such Third Party Services.
- (ii) **Customer-Provided Components.** Customer agrees that (a) if specified in the applicable Order, Customer will be responsible for making available the Customer Environments pursuant to its agreement with a third party cloud service provider

and (b) Customer may in its discretion separately install and use certain third party models, tools and resources in the Customer Environments as specified in the Documentation (such Customer Environment, and such tools and resources are, collectively, “**Customer-Provided Components**”). The Platform Services do not include the provision or support of any Customer-Provided Components and Neuraco will have no responsibility or liability with respect to any Customer-Provided Components. Any acquisition by Customer of such Customer-Provided Components, and any exchange of data between Customer and any such Customer-Provided Components, is solely between Customer and the applicable third party provider, and Customer will be solely responsible for obtaining the licenses, consents and permissions required for Neuraco to use such Customer Content and Customer-Provided Components as provided herein.

- (e) **Customer Content.** You agree that you will not include in Customer Content any data for which you do not have all rights, power and authority necessary for its collection, use and processing as contemplated by the Agreement. Without limiting the foregoing, you shall not include in Customer Content any protected health information (“**PHI**”) as defined under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented from time to time (“**HIPAA**”) or any cardholder data as defined under PCI-DSS (“**Cardholder Data**”).
- (f) **Updates to Neuracore Services.** Neuraco may update the Neuracore Services and Documentation from time to time. Customer’s continued use of such Neuracore Services constitutes Customer’s acceptance of such updates and Customer is solely responsible for modifying its Systems and processes to the extent required to continue to access and use the Neuracore Services following such updates.

4. **Data Protection.** The terms of the DPA are hereby incorporated by reference and shall apply to the processing of Personal Data as described in the DPA.

5. **Suspension of Neuracore Services.**

- (a) **Suspension.** Neuraco may immediately temporarily suspend any access to the Customer Environments and Neuracore Services at any time: (i) for scheduled or unscheduled maintenance or to address any emergency security concerns; (ii) if Neuraco reasonably suspects that you have violated your obligations under Section 3(c) (Customer Responsibilities), Section 3(e) (Customer Content), or Section 15 (Compliance with Laws); (iii) if your use of such Customer Environments may cause material harm or material risk of harm to Neuraco or to any other person; (iv) if you (or any third party responsible for making payment on your behalf) fail to pay Fees due hereunder after receiving notice that you are delinquent in payment; or (v) if you have ceased to use any Neuracore Services or the account that you use to access the Neuracore Services have been inactive for an extended period of time (as determined by Neuraco in its reasonable discretion).
- (b) **Notice.** Notwithstanding Section 16(g) (Notice), notice under this Section 5(b) (Suspension and Termination of Platform Services) may be provided by email sent to a person the party providing notice reasonably believes to have responsibility for the other party’s activities under the Agreement.

6. **Support Services; Service Levels.**

- (a) **Support.** Neuraco will provide you with access to support and assistance regarding the use of the Platform Services by email during normal business hours. Additional support services may be separately agreed in an Order.
- (b) **Service Levels.** Neuraco will use commercially reasonable efforts to make the Platform Services available for use by Customer at least 99 percent of the time during any month (the “**Uptime Target**”). For purposes of calculating the Uptime Target, any time during which the Platform Services are not available as result of maintenance, Customer account suspension, a force majeure event or unavailability of Third Party Services or other third party networks or systems will not be counted. If, during any month, Neuraco does not meet the Uptime Target, then Customer may request a service credit equal to 10 percent of the Fees paid by Customer for the Platform Services that were impacted by such unavailability during such month (“**Service Credits**”), provided that Customer must request such Service Credits within ten (10) days following the month in which such service credits were earned. Service Credits are non-refundable. The foregoing states Customer’s sole and exclusive remedy, and Neuraco’s sole and exclusive liability, for any unavailability of the Platform Services.

## 7. **Confidentiality.**

- (a) **Confidential Information.** “**Confidential Information**” means any business or technical information disclosed by or on behalf of a party or its Affiliates to the other that is designated as confidential at the time of disclosure or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Without limiting the foregoing, all non-public elements of the Neuracore Services are Neuraco’s Confidential Information, Customer Content is Customer’s Confidential Information, and the terms of the Agreement constitute Confidential Information of both parties. Confidential Information will not include information that the receiving party can demonstrate (i) is or becomes publicly known through no fault of the receiving party, (ii) is already known to the receiving party at the time of disclosure, or (iii) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.
- (b) **Confidentiality.** A receiving party will not use the disclosing party’s Confidential Information except as reasonably required to exercise its rights or perform its obligations under the Agreement and will not disclose such Confidential Information to any third party except to those of its employees, Affiliates and/or subcontractors who have a bona fide need to know such Confidential Information for the performance of its obligations or exercise of its rights under the Agreement; provided that each such employee, Affiliate and/or subcontractor is bound by a written agreement that contains confidentiality terms no less stringent than the terms set forth in this Section 7 (Confidentiality). Each receiving party will protect the disclosing party’s Confidential Information from unauthorized use and disclosure using efforts equivalent to those that the receiving party ordinarily uses with respect to its own Confidential Information of similar nature and in no event using less than a reasonable standard of care. The receiving party may disclose Confidential Information of the disclosing party as required by applicable laws, subject to the receiving party giving reasonable notice (if legally permitted to do so) to the disclosing party to enable it to contest such order or requirement or limit the scope of such request. The provisions of this Section 7 (Confidentiality) will supersede any non-disclosure agreement by and between the parties, provided that such non-disclosure agreement will continue to govern information disclosed prior to the Effective Date.

- (c) **Equitable Relief.** Each receiving party acknowledges and agrees that the disclosing party may be irreparably harmed in the event that the receiving party breaches this Section 7 (Confidentiality), and that monetary damages alone may not fully compensate the non-breaching party for such harm. Accordingly, each party hereto hereby agrees that the non-breaching party will be entitled to seek injunctive relief to prevent or stop such breach, and to obtain specific enforcement thereof. Any such equitable remedies obtained will be in addition to, and not foreclose, any other remedies that may be available.
8. **Security.** Neuraco shall implement reasonable administrative, physical, and technical safeguards designed to protect the security of the Platform Services and the Customer Content.
9. **Technical Success Partnership Services.** Unless otherwise set out in the applicable Order, Neuraco will provide the Technical Success Partnership Services remotely. If any Technical Success Partnership Services are provided on-site at Customer facilities, you agree to reimburse Neuraco for its reasonable travel and lodging expenses. You acknowledge that Technical Success Partnership Services are currently only provided to enterprise customers and that you will not be entitled to receive them unless expressly set out in the Order.
10. **Indemnification.**
- (a) **Indemnification by Neuraco.** Subject to Section 10(d) (Conditions of Indemnification), Neuraco will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (each, a “**Claim Against Customer**”) to the extent that it alleges that the Neuracore Services as provided to Customer by Neuraco, or Customer’s use of the Neuracore Services in accordance with the Documentation and the Agreement, infringes, violates or misappropriates such third party’s Intellectual Property Rights (an “**IP Claim**”), and will indemnify Customer from and against any damages, attorney fees and costs finally awarded against Customer to the extent they are based upon such Claim Against Customer, or for amounts paid by Customer under a settlement approved in writing by Neuraco resulting from such Claim Against Customer. Notwithstanding the foregoing, Neuraco will have no liability for any infringement or misappropriation claim of any kind if such claim arises from: (i) any open source, Third Party Services, Customer Content, Customer-Provided Components or other third party materials; (ii) any modification of the Neuracore Services by any person other than Neuraco, or any combination, operation or use of the Neuracore Services with equipment, devices, software or data not supplied by Neuraco, if the claim would not have occurred but for such modification, combination, operation or use; or (iii) your or an Authorized User’s use of the Neuracore Services other than in accordance with the Documentation and the Agreement.
- (b) **Other Remedies.** If Neuraco receives information about an infringement or misappropriation claim related to a Neuracore Service or otherwise becomes aware of a claim that the provision of any of the Neuracore Services is unlawful in a particular territory, then Neuraco may at its sole option and expense: (i) replace or modify the applicable Neuracore Services to make them non-infringing or lawful and of substantially equivalent functionality to the replaced Neuracore Services; (ii) procure for Customer the right to continue using the applicable Neuracore Services under the terms of the Agreement; or (iii) if Neuraco is unable to accomplish either (i) or (ii) despite using its commercially reasonable efforts, terminate Customer’s rights and Neuraco’s obligations under the Agreement with respect to such Neuracore Services and refund to Customer any Fees prepaid by Customer to Neuraco for terminated Neuracore Services. SECTIONS 8(a)

(INDEMNIFICATION BY NEURACO) AND 8(b) (OTHER REMEDIES) STATE THE SOLE AND EXCLUSIVE LIABILITIES OF NEURACO AND ITS LICENSORS, AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER, WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE NEURACORE SERVICES.

- (c) **Indemnification by Customer.** Subject to Section 10(d) (Conditions of Indemnification), Customer will defend Neuraco against any claim, demand, suit or proceeding made or brought against Neuraco by a third party (a “**Claim Against Neuraco**”) (i) arising from or related to Customer’s use of the Neuracore Services in violation of any applicable laws or in a manner not expressly permitted in the Documentation or the Agreement, (ii) arising from or related to any Customer Content or Customer-Provided Components, including any failure to obtain the necessary licenses, consents or permissions for Neuraco to use such Customer Content or Customer-Provided Components as provided herein or any allegation that any Customer Content or Customer-Provided Components, or the use of Customer Content or Customer-Provided Components with the Neuracore Services, infringes, violates or misappropriates such third party’s Intellectual Property Rights, or (iii) arising from Customer’s breach of Section 3(c) (Customer Responsibilities) or the Acceptable Use Policy, and will indemnify Neuraco from and against any damages, attorney fees and costs finally awarded against Neuraco to the extent they are based upon, or for amounts paid by Neuraco under a settlement approved by Customer in writing of, a Claim Against Neuraco.
- (d) **Conditions of Indemnification.** The party seeking indemnification hereunder (the “**Indemnitee**”) will: (i) promptly notify the indemnifying party (the “**Indemnitor**”) of the claim for which the Indemnitee is seeking indemnification (but any delay or failure in providing notice will relieve Indemnitor of its obligation to indemnify only to the extent that it has been prejudiced by the delay or failure); (ii) grant the Indemnitor sole control of the defense (including selection of counsel) and settlement of the claim; (iii) provide the Indemnitor, at the Indemnitor’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim; and (iv) preserve and not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without prior notification of consent by the Indemnitor. The Indemnitor will not settle any claim in a manner that does not fully discharge the claim against an Indemnitee or that imposes any obligation on, or restricts any right of, an Indemnitee without the Indemnitee’s prior written consent (other than, in the case of a claim of infringement, violation or misappropriation of intellectual property rights, the obligations to cease use of the applicable infringing, violating or misappropriating item), which may not be unreasonably withheld or delayed. An Indemnitee has the right to retain counsel, at the Indemnitee’s expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that an Indemnitee enters into without the Indemnitor’s prior written consent.

## 11. **Limitation of Liability.**

- (a) NOTHING IN THIS AGREEMENT WILL LIMIT: (I) EITHER PARTY’S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF A PARTY, ITS EMPLOYEES OR AGENTS; (II) EITHER PARTY’S LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUDULENT MISREPRESENTATION OR FRAUD; (III) CUSTOMER’S LIABILITY FOR ITS

PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (IV) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10; (V) LIABILITY FOR INFRINGEMENT, MISAPPROPRIATION OR VIOLATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (VI) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.

- (b) EXCEPT AS PROVIDED IN SECTIONS 11(a) AND 11(d):
- (i) TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER PARTY WILL HAVE ANY LIABILITY FOR: (1) LOST PROFITS OR REVENUE; (2) LOSS OF, OR DAMAGE TO, GOODWILL; (3) LOSS OR CORRUPTION OF DATA; OR (4) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
  - (ii) SUBJECT TO SUB-SECTION (iii) BELOW, IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE NEURACORE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT UNDER THIS AGREEMENT OUT OF WHICH THE LIABILITY AROSE (THE "**GENERAL CAP**"). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
  - (iii) NEURACO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF AN UNAUTHORIZED DISCLOSURE OF CUSTOMER CONTENT RESULTING FROM NEURACO'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 (CONFIDENTIALITY), SHALL BE LIMITED TO TWO (2) TIMES THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE NEURACORE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("**SUPERCAP**").
- (c) IN NO EVENT SHALL NEURACO BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL CAP AND THE SUPERCAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPERCAP.
- (d) NOTWITHSTANDING ANYTHING IN THIS SECTION 11 TO THE CONTRARY AND SO FAR AS PERMITTED BY LAW, NEURACO'S MAXIMUM AGGREGATE LIABILITY RELATING TO BETA SERVICES OR ANY NEURACORE SERVICES PROVIDED FREE OF CHARGE, INCLUDING ANY NEURACORE SERVICES PROVIDED DURING A FREE TRIAL PERIOD, WILL BE LIMITED TO FIVE THOUSAND ENGLISH POUNDS (£5,000).

12. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEURACO AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN: (a) ANY BETA SERVICES OR SERVICES PROVIDED ON A TRIAL OR “FREE” BASIS ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND; (b) NEURACO DOES NOT MAKE ANY WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS, OR UNINTERRUPTABILITY, OF THE NEURACORE SERVICES; (c) NEURACO IS NOT RESPONSIBLE FOR OUTPUTS OF, OR RESULTS OBTAINED FROM, THE USE OF THE NEURACORE SERVICES OR FOR CONCLUSIONS DRAWN FROM SUCH USE; AND (d) ANY USE BY CUSTOMER OF MODELS TRAINED THROUGH USE OF THE PLATFORM SERVICES IS SOLELY AT CUSTOMER’S OWN RISK.
13. **Term; Termination.**
- (a) **Term of Agreement.** The Agreement will become effective on the Effective Date and will continue in full force and effect until terminated by either party pursuant to this Section 13 (“**Term**”).
- (b) **Term of Orders.** Each Order will specify the effective duration of the Neuracore Services purchased under such Order. Unless otherwise expressly provided in the applicable Order, each Order will automatically renew for successive one-year periods unless either party provides the other party at least thirty (30) days’ written notice of non-renewal prior to the end of the initial period or then-current renewal period.
- (c) **Termination.** The Agreement may be terminated (i) by either party upon written notice if (1) there are no Orders in effect or (2) the other party is in material breach of this Agreement (including, in the case of Customer, Customer’s failure to pay Fees when due) and the breaching party fails to cure the breach within thirty (30) days of written notice. If this Agreement terminates pursuant to the prior sentence due to Neuraco’s material breach, Neuraco will refund to Customer that portion of any prepayments made to Neuraco related to Neuracore Services not yet provided. Either party may immediately terminate this Agreement (including all Orders) if the other party becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver, examiner, or administrator of its undertaking of the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, examinership, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within thirty (30) days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to conduct business or threatens to do so.
- (d) **Termination of Free Accounts.** Notwithstanding anything to the contrary, if Customer is using the Neuracore Services on any free trial period or other “free” plan, then Neuraco may terminate this Agreement without cause at any time upon written notice to Customer.
- (e) **Effect of Termination.**

- (i) Upon any termination or expiration of any Order, Customer will immediately cease accessing and using the Neuracore Services provided under such Order and Neuraco will have no further obligations to provide the Neuracore Services.
    - (ii) If this Agreement or any Order is terminated or expires, Neuraco may cancel your access to the Platform Services under the terminated Order(s) including all related Customer Environments. Upon termination or expiration of the Agreement or any Order for any reason you will delete all stored elements of the Platform Services from your Systems.
    - (iii) Neuraco will automatically delete all Customer Content contained within a Customer Environment within thirty (30) days following the cancellation of Customer's right to access such Customer Environment.
  - (f) **Survival.** All provisions of the Agreement that by their nature should survive expiration or termination will so survive, including Sections 1, 2, 7, 10, 11, 12, 13(e), 13(f), 14, and 16.
14. **Fees; Payment.** Customer will pay all Fees specified in each Order. Except as expressly set out in this Agreement, all Fees are non-refundable and all Orders are non-cancellable by Customer. Except as otherwise specified in an Order: (a) all Fees owed to Neuraco will be paid in U.S. Dollars; (b) invoiced payments will be due within thirty (30) days of the date of each invoice; (c) Fees for all committed Neuracore Services will be invoiced in advance; and (d) all excess Platform Services usage (and excess Support Services, if any) (including usage overages) will be invoiced monthly in arrears. To the extent that you enter into an order with a reseller, your payment terms will be as you separately arrange with such third party, provided that should you fail to pay Fees when due to a Neuraco-authorized reseller, Neuraco may seek payment directly from you. All past due payments, except to the extent disputed in good faith prior to the invoice date, will accrue interest at the highest rate allowed under applicable laws but in no event more than one and one-half percent (1.5%) per month. You will be solely responsible for payment of any applicable sales, value added or use taxes, or similar government fees or taxes. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). You may change the pricing plan to which you have subscribed upon prior written consent from Neuraco. A list of Neuraco's current pricing plans is set out at <https://www.neuracore.com/pricing>. Unless otherwise set out in the Order, Neuraco reserves the right to change the Fees payable for the Neuracore Services upon providing at least thirty (30) days' prior notice (which may be provided on Neuraco's website); upon any such change, as your sole and exclusive remedy, you may terminate the applicable Neuracore Services upon providing notice to Neuraco prior to the date that such prices become effective. Notwithstanding the foregoing, if you change the pricing plan to which you have subscribed, then the then-current Fees for the new pricing plan will apply as of the date that you make such change.
15. **Compliance with Laws.**
- (a) **Generally.** Neuraco will provide the Neuracore Services in accordance with laws generally applicable to Neuraco as a technology service provider. You shall use the Neuracore Services in compliance with all applicable laws, including those related to data protection and data privacy.
  - (b) **Export Controls; Trade Sanctions.** The Neuracore Services may be subject to export controls and trade sanctions administered or enforced by the United States and other

jurisdictions. Customer acknowledges and agrees that it will comply with all applicable export controls and trade sanctions laws, regulations and any other relevant restrictions in Customer's use of the Neuracore Services, including that you will not permit access to or use of any Neuracore Services in any country where such access or use is subject to a trade embargo or prohibition, and that you will not use Neuracore Services in support of any controlled technology, industry, or goods or services, or any other restricted use, without having a valid governmental license, authority, or permission to engage in such conduct. Each party further represents that it (and with respect to Customer, each Authorized User accessing the Neuracore Services) is not named on any governmental or quasi-governmental denied party or debarment list relevant to this Agreement, and is not owned directly or indirectly by persons whose aggregated interest in such party is fifty (50) percent or more and who are named on any such list(s).

16. **General.**

- (a) **Governing Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, excluding any conflict of laws rules.
- (b) **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Notwithstanding the foregoing, if Customer is located in the APAC Region, and regardless of whether the Customer is claimant or respondent, the parties agree that any dispute or claim arising out of or in connection with this Agreement, including non-contractual disputes or claims, or any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration administered by the LCIA under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators will be three. The seat, or legal place, of arbitration will be London and the language of the arbitral proceedings will be English. The governing law of the arbitration agreement will be the substantive law of England and Wales. Nothing in this clause will affect any right either party may have to seek interim relief from a national court that is not available from the arbitral tribunal. "APAC Region" means the following countries: China, Singapore, Hong Kong, Taiwan, Japan, South Korea, India, Malaysia, Philippines, Indonesia, Thailand and Australia.
- (c) **Entire Agreement; Construction.** This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Any additional or contrary terms and conditions included in any Customer invoice, purchase order or other similar document are hereby rejected. Customer acknowledges that, in entering this Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in this Agreement. To the extent there is a conflict or inconsistency among provisions of the following documents, the order of precedence shall be as follows: (i) the applicable Order, and (ii) this MCSA. If any provision of the Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. The headings in the Agreement are solely for convenience and will not be taken into consideration in interpretation of the Agreement. Any translation of the Agreement or an Order that is provided as a courtesy shall not be legally binding and the English language

version will always prevail. Each party acknowledges and agrees that with respect to any drafting ambiguities that may be identified or alleged, no presumption will be given in favor of the non-drafting party. Except as set out elsewhere in this Agreement, any waiver of this Agreement must be expressly agreed in writing signed by both parties. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. Without limiting the foregoing, no Customer purchase order, onboarding forms, terms of business or other documentation will be deemed to modify an Order or the Agreement unless expressly pre-authorized in writing by Neuraco. The Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. Except as otherwise indicated herein, references to "day" means a calendar day.

- (d) **Publicity.** Customer consents to Neuraco's use of Customer's name and logo for public identification as a customer, along with general descriptions of any non-confidential matters Neuraco has handled for Customer and a general statement that Customer has selected Neuraco as its data analytics platform, in public-facing materials.
- (e) **Subcontracting.** Neuraco may subcontract, in whole or in part, any of its rights or obligations under this Agreement third parties without the prior written consent of Customer.
- (f) **Assignment.** No assignment, novation or transfer of a party's rights and obligations under the Agreement is permitted except with the prior written approval of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement (including pursuant to a change of control) without the other party's consent pursuant to a corporate reorganization, merger, acquisition or sale of all of the assigning party's shares or the assets of the assigning party to which this Agreement relates. Any assignment in violation of the foregoing will be void and of no effect. Subject to the foregoing, this Agreement will inure to the benefit of each party's successors and permitted assignees.
- (g) **Notice.** Any required notice under this Agreement will be deemed given when received (i) by letter delivered by nationally recognized overnight delivery service or recorded prepaid mail, or (ii) by email. Unless notified in writing of a change of address, you will send any required notice to [contact@neuracore.com](mailto:contact@neuracore.com), and Neuraco will send any required notice to you directed to the most recent address set out in an Order.
- (h) **Amendments.** Neuraco may update this MCSA from time to time upon written notice to Customer (which notice may be provided on Neuraco's website or on the site that Customer uses to access the Neuracore Services). Customer's continued use of the Neuracore

Services following any such update constitutes Customer's acceptance of such update; provided that, if any such updates materially adversely affect Customer or its use of the Neuracore Services, then, as Customer's sole and exclusive remedy, Customer may terminate this Agreement by providing written notice to Neuraco within fifteen (15) days following the date that Neuraco provided notice of such update. Except as otherwise provided in this Agreement, all other amendments to this Agreement must be approved by both parties in writing. Without limiting the foregoing, you acknowledge that no term in any Order entered into via a reseller of Neuracore Services will be deemed to modify the Agreement unless pre-authorized in writing by Neuraco.

- (i) **Force Majeure.** Neither party will be liable for a delay or failure to perform its obligations under this Agreement, due to and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including: (i) acts of God, (ii) acts of government, including any changes in law or regulations, (iii) acts or omissions of third parties, (iv) flood, fire, earthquakes, civil unrest, wars, acts of terror, pandemics, or strikes or other actions taken by labor organizations, (v) computer, telecommunications, the Internet, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within the impacted party's possession or reasonable control, (vi) network intrusions or denial of service attacks, or (vii) any other cause, whether similar or dissimilar to any of the foregoing, that is beyond the impacted party's reasonable control. The impacted party will promptly notify the other party of the occurrence of a force majeure event and use commercially reasonable efforts to perform its affected obligations notwithstanding such force majeure event.

Last Updated January 26, 2026.

## **Appendix 1 - Acceptable Use Policy**

You agree to not, and to not allow third parties to, use the Neuracore Services:

- to violate, or encourage the violation of, the legal rights of others;
- to engage in, promote, or encourage illegal activity, including child sexual exploitation, child abuse, or terrorism or violence that can cause death, serious harm, or injury to individuals or groups of individuals;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose including Non-consensual Explicit Imagery (NCEI), violating intellectual property rights of others, phishing, or creating a pyramid scheme;
- to distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature;
- to gain unauthorized access to, disrupt, or impair the use of the Neuracore Services, or the equipment used to provide the Neuracore Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Neuracore Services or the equipment used to provide the Neuracore Services;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, or other solicitations; or
- to test Neuracore Services in order to find limitations or vulnerabilities, or to evade filtering capabilities, except as expressly permitted in this Agreement.

## Appendix 2 – DPA

### BACKGROUND:

- (A) Neuraco Processes (as defined below) certain Customer Personal Data (as defined below) in connection with the provision of the Neuracore Services.
- (B) The Parties now wish to enter into this Data Protection Addendum (“**DPA**”) to ensure Neuraco’s Processing of any Customer Personal Data thereunder is compliant with Data Protection Laws (as defined below).

The Parties hereby agree the following:

### 1. DEFINITIONS

In this DPA, the following terms shall have the following meanings and shall be construed accordingly:

1.1 "**Data Protection Laws**" means all laws and regulations applicable to Neuraco’s Processing of Personal Data, which may include the European Union General Data Protection Regulation 2016/679 (“**GDPR**”), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”), the Privacy and Electronic Communications Directive, and any legislation implementing, supplementing, amending or replacing such legislation, the California Consumer Privacy Act (“**CCPA**”), as amended, and all other data protection laws or regulations applicable to Neuraco;

1.2 "**Customer Personal Data**" means any Personal Data Processed by Neuraco on behalf of Customer pursuant to or in connection with the Agreement;

1.3 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data;

1.4 "**Standard Contractual Clauses**", or “**EU SCCs**” means the standard contractual clauses for the transfer of Personal Data to third countries pursuant to EU Regulation 2016/679, as approved with the Commission Implementing Decision (EU) 2021/914;

1.5 "**Subprocessor**" means any person (including any third party, but excluding an employee of Neuraco or any employee of its sub-contractors) appointed by or on behalf of Neuraco to Process Personal Data on behalf of Customer in connection with the Agreement; and

1.6 "**Neuraco Personnel**" means any employee, agent or contractor of Neuraco.

1.7 “**United Kingdom International Data Transfer Agreement or Addendum**”, or “**UK IDTA**” means either, as applicable, (a) the International Data Transfer Agreement when used under the UK GDPR, or (b) the International Data Transfer Addendum to the EU SCCs issued by the Commissioner under s119A(1) of the Data Protection Act 2018, version A1.0, in force from March 21, 2022.

The terms, “**Data Controller**”, “**Data Processor**”, “**Data Protection Impact Assessments**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, and “**Supervisory Authority**” shall have the same meaning as they do under Data Protection Laws, and their cognate terms shall be construed accordingly.

## 2. PROCESSING OF CUSTOMER PERSONAL DATA

- 2.1 **Roles and Responsibilities.** The Parties acknowledge and agree that for the purposes of this DPA, Customer acts as the Data Controller and Neuraco acts as the Data Processor of any Customer Personal Data Processed by Neuraco on behalf of Customer in connection with its provision of the Neuracore Services, notwithstanding the fact that Customer may itself be a Data Processor (and Neuraco a Subprocessor) acting on behalf of a third party who is the original Data Controller (“**Original Controller**”).
- 2.2 **Processing Activities and Instructions.** Neuraco warrants and undertakes that it shall: (a) comply with all applicable obligations which may arise under Data Protection Laws in connection with its Processing of Customer Personal Data; and (b) not Process Customer Personal Data other than as contemplated under the Agreement or on Customer’s documented instructions in Schedule 1 and solely for the purposes of providing the Neuracore Services unless Processing is required by any applicable Data Protection Laws to which Neuraco is subject.
- 2.3 **Lawfulness of Instructions.** Customer shall ensure that its instructions (a) comply with Data Protection Laws, and (b) do not cause, by following them, Neuraco to violate any applicable laws or regulations. Each party will inform the other if it reasonably believes that Customer’s instructions violate any applicable laws or regulations, including applicable Data Protection Laws.
- 2.4 **Notice Obligations.** Customer shall ensure that all Customer Data Processed by Neuraco has been collected and maintained in compliance with Data Protection Laws and that all required notice and consent obligations have been met by Customer with respect to such Customer Data.

## 3. CONFIDENTIALITY OBLIGATIONS

- 3.1 Neuraco shall take reasonable steps to ensure the reliability of any Neuraco Personnel who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the performance of the Neuracore Services, and to comply with any applicable Data Protection Laws in the context of that individual's duties to Neuraco.
- 3.2 Neuraco shall ensure that all such individual Neuraco Personnel are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Neuraco shall ensure that such confidentiality obligations survive the termination of Neuraco Personnel engagement.

## 4. SECURITY

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Neuraco shall in relation to the Customer Personal Data implement reasonable technical and organizational measures to ensure a level of security appropriate to that risk, including at least those set out in Schedule 2 of this DPA. In assessing the appropriate level of security, Neuraco shall take account in

particular of the risks that are presented by its Processing, in particular from a Personal Data Breach.

## 5. SUBPROCESSING

- 5.1 **Current Subprocessors.** Customer agrees to provide general authorization for Neuraco to engage Subprocessors, including Neuraco affiliates and third parties, listed in Schedule 3, which includes the name, purpose of Processing, and categories of Personal Data processed with respect to each Subprocessor. If Neuraco wishes to modify its existing Subprocessors, it will provide Customer advanced notification thirty (30) days prior to Subprocessor Processing of Personal Data.
- 5.2 **Right to Object.** Customer shall have the right to reasonably object to such appointment based on justifiable grounds and in good faith. If no objection is received within a thirty (30) day period after appointment, Customer will be deemed to have authorized the appointment. Should Customer object within the thirty (30) day period before appointment, the Parties shall work together in good faith to determine a suitable alternative Subprocessor. If this cannot be agreed by the Parties, Neuraco shall confirm whether the Processing to be undertaken by the Subprocessor can reasonably be not performed and/or whether it can be amended in any way to allow the Parties to continue to each comply with their obligations under this DPA. If it is determined this is not possible, the Parties agree that this DPA can be terminated by Customer by notice in writing.
- 5.3 **Subprocessor Obligations and Liability.** Neuraco will require that any Subprocessor it engages to provide Neuracore Services in connection with this DPA does so only with a written agreement that imposes on such Subprocessor terms with the same or materially similar protections, including confidentiality, for Neuraco under this DPA and following reasonable due diligence.

## 6. ASSISTANCE

- 6.1 Upon Customer's request, Neuraco will cooperate to enable Customer to comply with honoring Data Subject rights under Data Protection Laws relevant to the Processing of Customer Personal Data. Neuraco will provide reasonable assistance to Customer with respect to (a) completion of Data Protection Impact Assessments (as defined in Data Protection Laws); (b) Customer's ability to access, rectify, and restrict Processing of Customer Personal Data consistent with the Neuracore Services; (c) Customer's compliance with its obligations under Data Protection Laws; (d) in response to any Personal Data Breach; and (e) any prior consultations required with a Supervisory Authority.

## 7. PERSONAL DATA BREACH

- 7.1 **Notification.** Neuraco shall notify Customer, promptly and without undue delay upon Neuraco or any Subprocessor first suspecting or becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with all necessary information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection Laws.
- 7.2 **Mitigation and Cooperation.** Neuraco shall use prompt and reasonable efforts consistent with industry standards to investigate, contain, mitigate, and remediate any Personal Data

Breach. Neuraco will provide reasonable cooperation and assistance to allow Customer to reduce the risk to Data Subjects affected by the Personal Data Breach and to comply with Data Protection Laws.

## 8. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

8.1 Within sixty (60) days of Customer's request, Neuraco will (a) return a complete copy of all Customer Personal Data to Customer (if requested) and/or (b) unless prohibited by applicable law, delete Customer Personal Data Processed under this DPA. Nothing herein (a) requires Neuraco to delete Customer Personal Data from files created for security, backup, and/or business continuity purposes; (b) alleviates any confidentiality obligations on Neuraco; or (c) permits Processing of Customer Personal Data beyond the instructions of this DPA.

## 9. AUDIT RIGHTS

9.1 Neuraco shall make available to Customer on reasonable request, sufficient information necessary to demonstrate compliance with this DPA, and once every twelve (12) months after the date of this DPA, shall allow for and contribute to reasonable audit and access, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Neuraco or its Subprocessor(s).

## 10. INTERNATIONAL DATA TRANSFERS

10.1 Data Transfers under the EU SCCs. The SCCs are incorporated into this DPA and apply where the execution of the SCCs, as between the Parties, is required under applicable Data Protection Laws for the transfer of Personal Data. The SCCs shall be deemed completed as follows:

- (a) Where Customer acts as a Data Controller and Neuraco acts as Customer's Data Processor with respect to Customer Personal Data subject to the SCCs, Module 2 applies.
- (b) Where Customer acts as a Data Processor and Neuraco acts as Customer's Subprocessor with respect to Customer Personal Data subject to the SCCs, Module 3 applies.
- (c) Clause 7 (the optional docking clause) is not included.
- (d) Under Clause 9 (Use of sub-processors), the Parties select Option 2 (General written authorization).
- (e) Under Clause 11 (Redress), the optional language will not apply.
- (f) Under Clause 17 (Governing law), the Parties choose Option 1 and select the law of Ireland.
- (g) Under Clause 18 (Choice of forum and jurisdiction), the Parties select the courts of Ireland.
- (h) Annexes I, II, and III of the EU SCCs are set forth in Appendix 1 below.

10.2 **Data Transfers under the IDTA.** When used as an addendum to the EU SCCs and the UK IDTA is otherwise required under applicable Data Protection Laws for the transfer of Personal Data, the UK IDTA addendum shall incorporate the selections above and be deemed further completed as follows:

- (a) Table 1: the Parties' details shall be the Parties and their affiliates to the extent any of them is involved in such transfer, including those set forth in Appendix 1, and the Key Contact shall be the contacts set forth in Appendix 1.
- (b) Table 2: The referenced Approved EU SCCs shall be the EU SCCs incorporated into this DPA.
- (c) Table 3: Annex 1A, 1B, and II shall be set forth in Appendix 1.
- (d) Table 4: Either party may end the EU SCCs as set out in Section 19 of the EU SCCs.

When the transfer will only involve Customer Personal Data from the UK, the full IDTA agreement, found in Schedule 2 of this DPA, shall be executed.

10.3 **Data Transfers from Switzerland.** Where the EU SCCs are required under Swiss data protection law applicable to the transfer of Personal Data, the following additional provisions will apply:

- (a) References to the GDPR in the EU SCCs are to be understood as references to the Swiss Federal Act on Data Protection (“**FADP**”) insofar as the data transfers are subject exclusively to the FADP and not to the GDPR.
- (b) The term “member state” in the EU SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs.
- (c) References to personal data in the EU SCCs also refer to data about identifiable legal entities until the entry into force of revisions to the FADP that eliminate this broader scope.
- (d) Under Annex I(C) of the EU SCCs: where the transfer is subject exclusively to the FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner, and where the transfer is subject to both the FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the FADP, and the supervisory authority is as set forth in the EU SCCs insofar as the transfer is governed by the GDPR.

## 11. INDEMNIFICATION

11.1 **Indemnification by Customer.** Customer will defend, indemnify and hold harmless, Neuraco and its directors, officers, employees and agents (“**Neuraco Indemnitees**”) from and against any and all liabilities, obligations, claims, contingencies, fines, deficiencies, demands, assessments, losses (including diminution in value), damages (including incidental and consequential damages), costs and expenses, including, without limitation, all corrective and remedial actions, all court costs and reasonable attorneys’ fees and all reasonable amounts paid in investigation, defense or settlement of the foregoing, that constitute, or arise out of or in connection with (i) Customer’s use of the Neuracore Services in an unlawful manner or in violation of this DPA, or (ii) any Customer data or Customer’s use of data with the Neuracore Services, and will indemnify Neuraco from any damages, attorney fees and costs finally awarded against Neuraco as a result of, or for any amounts paid by Neuraco under a settlement approved by Customer (such approval which shall not be unreasonably withheld) in writing of, a claim against Neuraco, provided Neuraco (A) promptly gives Customer written notice of the claim, (B) gives Customer sole control of the defense and settlement of the claim (except that Customer may not settle any claim against Neuraco unless it unconditionally releases Neuraco of all liability), and (C) gives Customer all reasonable assistance, at Customer’s expense. The above defense and

indemnification obligations do not apply if a claim against Neuraco arises from Neuraco's breach of the Agreement or this DPA.

## 12. GENERAL TERMS

- 12.1 **Order of priority.** In the event of any conflict between this DPA and the Agreement, this DPA will prevail with respect to the Processing of Personal Data. In the event of any conflict between this DPA and the EU SCCs or the UK IDTA, the EU SCCs or UK IDTA, as applicable, will prevail.
- 12.2 **Severance.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force.
- 12.3 **Termination.** The terms and conditions of this DPA will terminate upon termination or expiration of the Agreement. Notwithstanding the foregoing, provisions by which their nature are intended to survive the expiration or earlier termination of this DPA, or the Agreement are intended by the Parties to survive such expiration or earlier termination.
- 12.4 **Governing law and jurisdiction.** Except for any obligations and disputes arising under the Standard Contractual Clauses or the UK Standard Contractual Clauses for Controllers to Processors, this DPA and all non-contractual or other obligations arising out of or in connection with it shall be governed by and construed in accordance with the governing law provisions set forth in the Agreement.
- 12.5 **Certification.** Neuraco certifies that it understands the restrictions set forth above and will comply with it.

## Schedule 1: Details of Processing of Customer Personal Data

For the purposes of Article 28(3) of the GDPR:

<b>Data Subjects</b>	<p>The Customer Personal Data transferred concern the following categories of Data Subjects:</p> <ul style="list-style-type: none"> <li>• Customer's employees, contractors, and authorized users who access the Service</li> <li>• Any other individuals whose Personal Data is submitted to the Service by Customer</li> </ul>
<b>Categories of Personal Data</b>	<p>The Customer Personal Data transferred may concern the following types / categories of Personal Data:</p> <ul style="list-style-type: none"> <li>• Contact information (names, email addresses, phone numbers)</li> <li>• Account credentials and authentication data</li> <li>• Usage data and service interaction logs</li> <li>• IP addresses and device identifiers</li> <li>• Any other Personal Data uploaded or submitted by Customer to the Service</li> </ul>
<b>Special Categories of Personal Data (if applicable)</b>	<p>The Customer Personal Data transferred may concern the following Special Categories of Personal Data (please specify):</p> <ul style="list-style-type: none"> <li>• None, unless specifically uploaded by Customer. Customer is prohibited from uploading Special Categories of Personal Data without Provider's prior written consent and appropriate safeguards.</li> </ul>
<b>Nature / Purpose of Processing</b>	<ul style="list-style-type: none"> <li>• Provision of the SaaS platform and associated services as described in the Agreement</li> <li>• Technical support and customer service</li> <li>• Service monitoring, maintenance, and optimization</li> </ul>
<b>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)</b>	<ul style="list-style-type: none"> <li>• Continuous basis for the duration of the Agreement, with data transferred each time Customer or its authorized users access or use the Service</li> </ul>
<b>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</b>	<ul style="list-style-type: none"> <li>• During the term of the Agreement and for 90 days following termination, after which data will be deleted or returned to Customer as per the Agreement terms</li> </ul>
<b>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing</b>	<ul style="list-style-type: none"> <li>• Google Cloud Platform (cloud infrastructure and hosting services) – continuous processing for the duration of the Agreement</li> </ul>

<b>Competent Supervisory Authority</b>	<ul style="list-style-type: none"><li>• Information Commissioner's Office (ICO), United Kingdom</li></ul>
<b>Location of Processing</b>	<ul style="list-style-type: none"><li>• Primary processing: United States of America (Google Cloud data centers)</li><li>• Secondary processing: United Kingdom (Provider's offices in London for support and administration)</li></ul>

## Schedule 2: Technical and Organizational Security Measures

1. Neuraco agrees to maintain and use appropriate safeguards to prevent the unauthorised access to or use of Customer information, including Customer Personal Data (together the “**Customer Data**”), and to implement administrative, physical and technical safeguards to protect Customer Data that are no less rigorous than accepted applicable industry standards for information security, e.g. ISO/IEC 27001:2013, that reasonably and appropriately protect the confidentiality, integrity and availability of information or data that Neuraco processes in the course of providing the Neuracore Services. Such safeguards shall include:
  - 1.1.1 security management policies and procedures including incident management procedures to address security events;
  - 1.1.2 access controls, including password change controls, to ensure access to information resources is granted on a need to know and least privilege basis;
  - 1.1.3 industry recognised device and software management controls to guard against viruses and other malicious or unauthorised software. To include but not limited to installing, configuring and maintaining appropriate firewalls; anti-virus software and robust patching schedules;
  - 1.1.4 industry standard encryption safeguards as appropriate and where required by law;
  - 1.1.5 supporting and maintaining operating systems and infrastructure as required by best practice;
  - 1.1.6 security awareness to ensure employee understanding of their responsibilities in guarding against security events and unauthorised use or access to information;
  - 1.1.7 logging procedures to proactively record user and system activity for routine review; and
  - 1.1.8 facility access and protection controls to limit physical access to information resources and guard against environmental hazards (e.g., water or fire damage).

**Schedule 3: List of Subprocessors**

1. Google Cloud Platform (cloud infrastructure and hosting)
2. Stripe (payment processing)
3. Google Analytics (platform usage analytics)

**Schedule 4: International Data Transfer Addendum to the EU Commission Standard Contractual Clauses**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

**Part 1: Tables**

**Table 1: Parties**

<b>Start date</b>	Effective date of the Agreement	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	<p>Full legal name: As set out in the Order</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): As set out in the Order</p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: Neuraco</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): as identified in the DPA and the Agreement</p> <p>Official registration number (if any) (company number or similar identifier):</p>
<b>Key Contact</b>	<p>Full Name (optional):</p> <p>Job Title:</p> <p>Contact details including email:</p>	<p>Full Name (optional):</p> <p>Job Title:</p> <p>Contact details including email:</p>
<b>Signature (if required for the purposes of Section 2)</b>		

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:
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	<p>Date:</p> <p>Reference (if any):</p> <p>Other identifier (if any):</p> <p>Or</p> <p><input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:</p>
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Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2	Yes	No	No	General Authorization	Thirty (30) days	N/A
3	Yes	No	No	General Authorization	Thirty (30) days	N/A
4						

**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: DPA

Annex 1B: Description of Transfer: Schedule 1 to the DPA

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Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Schedule 2 to the DPA

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Annex III: List of Sub processors (Modules 2 and 3 only): Schedule 3 to the DPA

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**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither party
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**Part 2 Mandatory Clauses:**

<b>Mandatory Clauses</b>	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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