MASTER SERVICE AGREEMENT

Version: **12 November 2026**

This Master Service Agreement ("**MSA**" or "**Agreement**") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between **PaleBlueDot AI INC.** or its applicable Affiliate ("**PBD/Supplier**"), and you or the entity you represent ("**Customer**"). This Agreement takes effect when you use any of the Services ("**Effective Date**").

1. **DEFINITIONS.**
Capitalized terms used in this Agreement shall have the meanings assigned to them hereunder, or as defined in the relevant clauses of this Agreement:

1.1. **"Additional Usage"** shall mean any of Customer's actual usage that exceeds the Minimum Commitment.

1.2. **"Affiliate"** shall mean an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. As used herein, "control" shall mean (i) the ownership of more than 50% of the outstanding shares or (ii) the entitlement of more than 50% of the effective voting rights.

1.3. **"Authorized Employees"** means either Party's employees who have a need to know or otherwise access to Confidential Information to enable that Party to perform its obligations under this Agreement.

1.4. **"Authorized Person"** shall mean all (i) authorized employees; and (ii) Service Providers who have a need to know or otherwise access Confidential Information to enable either Party to perform their obligations under this Agreement and are bound in writing by confidentiality obligations sufficient to protect Confidential Information in accordance with the terms and conditions of this Agreement.

1.5. **"Charge"** shall mean the amount invoiced to Customer for the Services provided by PBD, calculated in accordance with the relevant Service Order Form including, without limitation, and as the case may be **Monthly Service Charge, Non-Recurring Charges, Operation and Maintenance Charges, and Termination Payment and other Charges set forth in the SOF**.

1.6. **"Charge Increase"** shall mean PBD's reservation of the right to increase the charge for the Customer's Service after the expiration of each Service Term.

1.7. **"Confidential Information"** shall mean this MSA and all confidential information of any type and form provided by the Discloser to the Recipient that is designated or identified as "Confidential" or "Proprietary" or similar marking or would reasonably be regarded as being of confidential nature. Confidential Information shall include without limitation, information concerning business models and strategies, system architecture, network design and traffic, Service performance, customers, the business, financial affairs, pricing, products, and requirements of the Discloser. The term "Confidential Information" shall not include information that: (i) was in Recipient's lawful possession before receipt from Discloser; (ii) is independently developed by or for Recipient without reference to Discloser's Confidential Information; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality to the Discloser; or (iv) is or becomes available to the public through no fault of Recipient.

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1.8. **"Customer"** shall mean customer as described above in the first paragraph of this Agreement, as described in Section 3.2. of this Agreement.

1.9. **"Discloser"** shall mean the disclosing party of any and all confidential information of any type and form for the purposes of performing obligations under this Agreement.

1.10. **"Disputed Amount"** shall mean any good faith dispute by Customer to any amount in an invoice pursuant to Section 5.8. of this Agreement.

1.11. **"Dispute Date"** shall mean the date no later than the Due Date on which Customer shall notify PBD of any invoice disputes they have regarding said invoice pursuant to Section 5.8. of this Agreement.

1.12. **"Due Date"** shall mean the expiration of a period of three (3) days from the day the invoice is sent to the Customer.

1.13. **"Invoice Dispute Notice"** shall mean Customer's written notice to PBD with a detailed explanation of their Disputed Amounts on their invoice.

1.14. **"Minimum Commitment"** shall mean any Services priced on a Monthly Minimum Commitment basis.

1.15. **"Notice of Increase"** shall mean PBD's thirty (30) days' prior written notice to Customer of the Charge Increase.

1.16. **"Recipient"** shall mean the receiving party of any and all confidential information of any type and from the Discloser for the purpose of performing obligations under this Agreement.

1.17. **"Service" or "Services"** shall mean services offered by PBD or GPU Cloud Provider(s) on PBD's platform, including but not limited to GPU Computing Cloud, Bare Metal Service, Networking Service, Storage Service, Cloud Security Service, as specified in the SOF.

1.18. "**Service Commencement Date**" shall mean the date PBD (directly or through its Affiliates) or PBD Underlying Provider, as applicable, delivers the Services to Customer as set forth in the SOF. Billing shall commence on the Service Commencement Date ("**Billing Effective Date**").

1.19. **"Service Level Terms"** shall mean the Service Level Terms annexed hereto together with all schedules to the Service Level Terms.

1.20. **"Service Term"** shall mean the specific term of the Services under each Service Order Form (SOF), commencing from the Service Commencement Date and remaining in effect for the duration specified in such SOF. This Agreement will remain in effect for as long as any SOF is in effect.

1.21. **"Service Order Form"** or **"SOF"** shall mean the order form by which all Services shall be ordered by Customer and PBD has agreed to provide under this Agreement. The SOF will indicate the specific Service requested by the Customer and information reasonably necessary for PBD to provide that Service, including but not limited to the Service Commencement Date, the Service Term, and the associated fees.

1.22. **"Supplemental Service Agreement"** or **"SSA"** shall mean any additional agreement on the Services which shall be ordered by Customer and PBD has agreed to provide under this Agreement beyond what has been agreed in this Agreement and its associated SOF.

1.23. **"Taxes"** shall mean all taxes, including but not limited to, withholding, property taxes, user taxes, duties, sales taxes / GST / VAT / SST, and fees that arise in any jurisdiction imposed on or incident to the provision, sales, or use of Services.

1.24. **"Termination Payment"** shall mean the total of all of the remaining monthly recurring charges from the effective date of Service termination to the then current Service Term expiration date, plus any aggregate charges, payable to any third-party suppliers for which PBD is or becomes liable in connection with such termination, and all outstanding unpaid invoices and interest owed by Customer.

1.25. **"Customer Platform"** shall mean Customer's own application, platform, or service that utilizes the Services under this MSA or in the SOF.

1.26. **"PBD Underlying Provider"** shall mean the GPU Cloud Provider(s) on PBD's platform or PBD-authorized third parties who provide(s) Services to Customer.

2. TERM OF SERVICE

2.1. *General.* PBD or the GPU Cloud Provider(s) on PBD's platform or PBD-authorized third parties, shall provide Customer with Services as mutually agreed in the applicable SOF. SOF will indicate the Services requested and information reasonably necessary for PBD to provide the Service(s). By executing the SOF, Customer agrees to accept and pay for the Services specified in the SOF. All service-related terms and conditions, including their respective service level guarantees, are defined in the appendix, attached hereto and incorporated herein.

For the avoidance of doubt, PBD may provide the Services directly (including through its Affiliates), through one or more PBD Underlying Providers, or through a combination of both. References in this Agreement to PBD Underlying Provider, the GPU Cloud Provider(s), or any underlying or third-party provider shall apply only to the extent the relevant Services are provided through such provider; where the relevant Services are provided directly by PBD or its Affiliate, such references shall be disregarded or construed as references to PBD, as the context requires, without expanding PBD's obligations or liability beyond those expressly set out in this Agreement.

2.2. *Delivery Verification.* PBD shall notify Customer in writing when the Services are made available and provide the access information reasonably necessary for delivery verification. Unless otherwise agreed in the applicable SOF, Customer shall verify the delivered Services against the specifications and acceptance criteria expressly stated in the applicable SOF and notify PBD in writing of any material non-conformity, with supporting details, within one (1) day after the service delivery date. PBD shall use commercially reasonable efforts to remedy a verified non-conformity and make the affected Services available for re-verification. Customer's use of the Services in production, written acceptance, or failure to provide such notice within that period shall constitute delivery confirmation. Minor defects that do not materially prevent the agreed use shall not justify rejection. Delivery verification and remediation shall not postpone the Service Commencement Date or billing except as expressly agreed in the applicable SOF.

2.3. *Term.*

2.3.1. Agreement. This MSA becomes effective on the Effective Date and will remain in full force and effect for five (5) years unless otherwise terminated as permitted by this Agreement. Thereafter, the term of this MSA shall be automatically renewed for successive one (1) year periods, until one Party notifies the other Party of its intent not to renew in writing no less than ninety (90) days prior to the end of the then-current term.

2.3.2. Service Order Form. Each Service under a SOF will commence on the Service Commencement Date and shall continue for the Service Term.

2.3.3. If the Service Term extends beyond the term of this MSA, then this MSA shall continue to govern the provisions of the Service under that SOF until the Service Term of that SOF expires. The termination of any individual Service or SOF will not affect Customer's previously agreed upon obligation to pay for Services.

3. **CUSTOMER OBLIGATIONS.**

3.1. *Acceptable Use of Services.* The Customer guarantees not to misuse, abuse, or fraudulently use the Services by:

(i) Obtaining or attempting to obtain Services by any means or device with the intent to avoid payment;
(ii) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of another PBD customer by any means or device;
(iii) Using Services to impair or interfere with the use of equipment or facilities of PBD, its Affiliates or authorized users, or in violation of the law or in aid of any unlawful act;
(iv) Using Services to send "junk mail" or "spam" through electronic mail or any other means carried by the Internet, notwithstanding their number or length, and having not been duly and specifically requested by the recipient;
(v) Using Services to impair or interfere with the privacy of any communications;
(vi) Using Services to violate the privacy rights of any End User or other individual or data subject for whom Customer controls or processes personal data;
(vii) Infringing on any intellectual property rights of PBD or any other third party;
(viii) Using the Services for the purpose of bypassing and/or violating government censorship, laws, or regulations in relevant jurisdictions, including but not limited to Singapore laws and regulations, export control laws issued and enforced by the U.S. government agencies;
(ix) Installing pirated or illegal software on Customer or PBD equipment;
(x) Engaging in any automated use of the Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data-gathering and extraction tools;
(xi) Infringing, distributing, hacking into, reverse engineering, disabling security devices or codes, modifying, unauthorized access to any of PBD's or PBD Underlying Provider's equipment/hardware or software, unauthorized downloading and making copies of PBD's or PBD Underlying Provider's software; or
(xii) Making unauthorized uses, displays, distributions of PBD's or PBD Underlying Provider's materials, documents.

3.2. *End User.* Customer represents and warrants that: (a) it is the end-user of the Services, the Services are for self-use solely, and Customer shall not resell, sub-license, redistribute, transfer, commercialize, or otherwise make the Services available to any third party; and (b) it complies with Section 13. and 14.. Any breach of this representation and warranty shall constitute an incurable material breach of this Agreement and the Supplier shall have the right to immediately terminate this Agreement or any SOF. Any Affiliate of Customer added into the Services with PBD's prior written consent shall comply with Customer's obligations under this

Agreement, and Customer shall be jointly and severally liable for such Affiliate's acts and omissions and shall indemnify PBD against any losses arising therefrom.

3.3. A violation of this Section 3. by Customer, its Affiliates, agents, representatives, authorized personnel, shall be deemed a material breach of this Agreement and the related SOF. If a breach occurs under this Section, PBD has the right to immediately terminate the related Services, SOF, Service Level Terms, and MSA, and seek compensation from the Customer accordingly.

4. PBD OBLIGATIONS.

4.1. PBD retains sole discretion as to whether PBD will provide specific Services to Customer. Notwithstanding any terms in this Agreement, PBD is not required to provide Services to Customer unless and until the SOF is accepted and executed by PBD for Services.

4.2. Subject to Customer's compliance with this Agreement, including payment obligations, PBD has an obligation to deliver Services to Customer as specified in the SOF.

4.3. PBD may perform any of the Services through its Affiliates, subcontractors, cloud providers, infrastructure providers, carriers, model providers, or other third-party service providers (including PBD Underlying Providers), provided that PBD shall remain responsible for such performance only to the extent expressly set out in this Agreement.

4.4. PBD shall use commercially reasonable efforts to deliver the Services in accordance with the applicable SOF. Any compensation for service delivery date expressly stated in the applicable SOF shall constitute Customer's sole and exclusive remedy for delay, short delivery, or failure to meet any delivery milestone. PBD shall have no liability for any delivery delay or shortfall caused in whole or in part by Customer delay, change requests, inaccurate information, third-party supplier delay, compliance review, force majeure, or any circumstance beyond PBD's reasonable control.

4.5. Customer shall provide accurate requirements, information, access and cooperation reasonably necessary for PBD to perform the applicable SOF. Any request to change the scope, configuration, capacity, delivery schedule or access model shall be submitted in writing. PBD shall not be obliged to implement a change unless authorized representatives of both Parties have agreed in writing to the change and any adjustment to Charges, commitments and delivery dates. Pending such agreement, the existing SOF shall remain binding. To the extent Customer's delay, inaccurate information or failure to cooperate affects performance, PBD may extend the affected delivery dates by the resulting delay and recover reasonable, documented additional costs caused by that failure.

4.6. PBD does not warrant that the Services will operate in combination with Customer Data, applications, or any other hardware, software, systems or data not provided by PBD. Customer shall be solely responsible for ensuring the compatibility of its own systems and data with the Services.

5. PRICE AND PAYMENT TERMS.

5.1. *General.* Services shall be invoiced for the amounts pursuant to the SOF. The Charge shall include the Monthly Service Charges ("MSC") and Non-Recurring Charges ("NRC") and other Charges as set forth in the SOF. Customer shall pay all invoiced amounts in full, without set-off, deduction, withholding, counterclaim, or abatement of any kind, on or before the Due Date unless otherwise expressly agreed in the applicable SOF.

5.2. *Security Deposit or Prepayment.* PBD may request from Customer any security deposit or prepayment payable under a SOF. The Customer shall pay the security deposit or prepayment in accordance with the SOF. If, at any time during the Service Term, Customer fails to perform when due any of its obligations under the Agreement, PBD shall have the absolute right to elect to keep and treat as its own an amount from the security deposit or prepayment (up to a total of 100% of the security deposit or prepayment) by way of set-off against any Losses incurred in connection with Customer's failure to perform its obligations or, in the case of non-payment, by way of set-off against the amount of any payment due from Customer to PBD under the Agreement that is not paid by the due date. The remaining amount of any security deposit or prepayment (if any) shall be refunded to Customer within thirty (30) days of the end of the Service Term without any interest.

5.3. For the avoidance of doubt, all prepaid amounts, deposits applied to Charges, provisioning fees, and other Charges payable under this Agreement are non-cancellable and non-refundable except to the extent expressly stated in the applicable SOF or required by non-waivable applicable law.

5.4. *Commencement of Billing.* Billing shall commence on the Service Commencement Date ("Billing Effective Date"). If the Billing Effective Date occurs on a date other than the first day of a calendar month, the initial invoice for MSC shall be prorated to an amount equal to the remaining days of the said month following Service Commencement Date multiplied by a rate equal to one-thirtieth (1/30th) of the MSC.

5.5. *Minimum Commitment or Per Usage Basis.* If applicable, the Services priced on a Minimum Commitment will be charged in the way set forth in the SOF. If the Customer has Additional Usage, PBD will invoice the Customer for the Additional Usage at a rate indicated on the SOF.

5.6. *Standard Currency.* All monetary references in this Agreement are in United States dollars, and all financial transactions under this Agreement must be settled in United States dollars, unless otherwise agreed in the SOF.

5.7. *Past Due.* In addition to other remedies set forth under this Agreement, if Customer fails to pay any amount by the Due Date, PBD may charge daily interest on the unpaid undisputed amount from the Due Date until the date payment is received by PBD at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is higher. Furthermore, if PBD fails to receive Customer's payment for the invoiced amount in full on the Due Date, PBD shall initiate its collection process. PBD may suspend the Services if Customer delays payment for the Services for more than one (1) day past the Due Date and may terminate the Services if the default is not resolved for more than three (3) days past the Due Date. PBD may further, upon written notice, restrict or refuse to provision any Service, deny renewals, accelerate all unpaid amounts for the affected Service Term (which shall become immediately due and payable), draw down any security deposit or prepayment, and recover all reasonable collection costs, legal fees, and third-party charges incurred as a result of Customer's non-payment. Any suspension, throttling, or termination for non-payment shall not relieve Customer of its obligation to pay all accrued Charges, the Termination Payment, or other amounts due under this Agreement. Where any Charges are payable out of a prepayment or security deposit, if Customer expressly refuses to permit, or otherwise prevents, obstructs, or purports to withdraw its consent to, PBD's set-off, offset, or deduction of the relevant Charges against such prepayment or security deposit in accordance with this Agreement or the applicable SOF, the relevant Charges shall be deemed past due as of the applicable Due Date, and PBD may exercise all rights and remedies under this Section 5.7 (including suspension, termination, interest, and acceleration) as if Customer had failed to pay such Charges by the Due Date.

5.8. *Billing Dispute.* If the Customer has any Disputed Amounts, in good faith, in an invoice as described under Section 5.1., the Customer shall send an Invoice Dispute Notice to PBD of such dispute by the Dispute Date. If the Customer does not dispute an invoiced amount before the Due Date, the invoiced amount shall be deemed accepted by the Customer. The Invoice Dispute Notice shall identify the specific line items in dispute and provide reasonably detailed supporting documentation. Customer shall timely pay all amounts of the relevant invoice, including the disputed portion, and shall not withhold, offset, or defer payment of any Charges on account of a billing dispute; any amount finally determined not to be payable shall be credited or refunded by PBD. Within five (5) business days of receipt of Customer's dispute notice, the parties will cause their authorized representatives to meet in person (live or via remote interaction) in a good faith effort to resolve the dispute. Customer's failure to participate in such dispute resolution will be deemed to constitute Customer's acceptance of such invoice. If the authorized representatives of both Parties fail to reach an agreement on the billing dispute within ten (10) business days, the Parties shall follow the dispute procedure set out in Section 12. Nothing herein shall be construed to constitute a waiver of PBD's right to declare a default by the Customer under this Agreement or SOF on account of a delinquency, to terminate this Agreement, and to exercise any other rights under this Agreement, SOF, or at law or in equity.

5.9. *Taxes and Fees.* All Charges are exclusive of, and Customer will be responsible for all taxes. PBD shall pass through such taxes to Customer without markup and must be itemized on invoices. If PBD is required to pay or collect any such taxes or other charges for which Customer is responsible under this section, Customer shall pay the appropriate amount as invoiced. If Customer is required by local law to withhold or deduct taxes based upon PBD's income from any payment(s) owed hereunder, such payment(s) will be increased (grossed up) in such amounts as would have been received by PBD as if no such withholding or deduction were required.

5.10. *Adjustment of Charges*. Pursuant to a Notice of Increase, PBD reserves the right to implement a Charge Increase. A Charge Increase will be deemed accepted if (a) the Customer accepts the increase of Charge in writing; (b) the Customer does not reject the affected Service in writing ten (10) days after the Notice of Increase sent date; or (c) the Customer continues to use the Service into the subsequent Service Term.

5.11. *Banking Fees.* In the instances that PBD incurs any banking fees from processing a Customer's Payment through no fault of PBD, PBD will pass to the Customer all banking fees associated with the Customer's Payments. For the avoidance of doubt, each Party shall pay its own wire transfer fees.

6. CONFIDENTIAL INFORMATION; PERSONAL DATA PROTECTION.

6.1. *Confidential Information.*

6.1.1. The Parties acknowledge and agree that in the course of their duties under this Agreement, they may receive or have access to Confidential Information. They agree that they shall comply with the terms and conditions set forth in this Agreement in the collection, receipt, transmission, storage, disposal, use, and disclosure of such Confidential Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use, and disclosure of the Confidential Information under their control or in their possession by all Authorized Persons.

6.1.2. The Recipient must keep secret and confidential the Discloser's Confidential Information and must not use or disclose, or permit to be disclosed to, or used by, any third party, any of the Discloser's Confidential Information except as expressly permitted under the terms of this Agreement. The Recipient shall hold such

Confidential Information in the same manner as the Receiving Party treats its own proprietary or confidential information.

6.1.3. The Recipient may use Discloser's Confidential Information solely for the purpose of performing its obligations under this Agreement. The Recipient must not disclose any such Confidential Information of the Discloser except as follows: (a) to employees, contractors, and financial and legal advisors of Recipient who have a need to know that information for the purpose of facilitating the performance of its obligations under this MSA and who, prior to disclosure, have agreed to comply with Recipient's confidentiality obligations hereunder; and (b) advise those representatives given access to such Confidential Information of their obligation with respect to such Confidential Information; (c) not copy or reproduce any of such Confidential Information except to the extent necessary to perform its obligations under the Agreement, or as required by applicable law; and (d) when disclosure is required under applicable law, if Recipient first gives Discloser notice of the required disclosure and cooperates with Discloser, at Discloser's expense, in seeking reasonable protective arrangements to limit the volume of Confidential Information to be disclosed. However, notwithstanding the foregoing, in no event shall Recipient be required to act in a manner which would violate laws, regulations, or court orders, or result in sanctions or other penalties.

6.1.4. Recipient's obligations under this Section 6.1 shall survive for three (3) years following the termination or expiration of this Agreement, and for so long as the applicable Confidential Information constitutes a trade secret under applicable law. Notwithstanding the foregoing, obligations relating to non-public security information, source code, system architecture, pricing, and any information subject to a separate nondisclosure, privacy, or security obligation shall survive for so long as such information remains confidential or protected under applicable law or contract.

6.1.5. The Recipient will be primarily liable to Discloser for the compliance of each person described in Section 6.1.3. The Recipient will preserve all proprietary markings on Discloser's Confidential Information provided to the Recipient. At Discloser's request, the Recipient will return Confidential Information to Discloser or destroy it and certify its destruction, provided, however, that neither Party shall be required to destroy or return Confidential Information that is contained in an archived computer system in accordance with such Party's security, record-keeping, backup, and/or disaster recovery procedures, or pursuant to regulatory and legal requirements. Any such retained Confidential Information shall remain subject to the confidentiality obligations hereunder.

6.1.6. All information exchanged under this MSA is provided "AS IS", without warranty of any kind.

6.1.7. Each Party acknowledges that its breach or threatened breach of this Section 6. may cause the Discloser irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Recipient agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the Discloser may be entitled.

6.2. *Personal Data Protection.*

6.2.1. Definition. For purposes of this Section 6.2., Personal Data includes information that identifies or relates to a particular individual or household, including Customer, or Customer's customers, including but not limited to name, address, phone number, fax number, email address, or IP address which is associated or combined with Customer business information ("Personal Data").

6.2.2. Customer Compliance. Customer agrees to comply with all applicable "Data Protection Law" (defined as all applicable laws in connection with privacy and the processing, collection, use and protection of personal data in any jurisdiction, including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the Personal Data Protection Act ("PDPA") in Southeast Asia including but not limited to Singapore, Malaysia, Indonesia, Thailand, the California Consumer Privacy Act ("CCPA"), and all laws concerning the privacy of electronic communications, as amended and updated) with respect to any Personal Data provided to PBD in connection with the Services.

6.2.3. Processing of Personal Data by PBD. Customer hereby acknowledges and agrees that PBD's performance of the Services may require PBD to process, transmit and/or store the Personal Data of Customer, or Customer's customers. By providing Personal Data to PBD, Customer agrees that PBD may process, transmit and/or store Customer's Personal Data to the extent necessary for, and for the purpose of, enabling PBD to perform its obligations under this Agreement. Customer agrees that PBD may use and provide Customer's Personal Data to third parties for the purpose of provisioning Services ordered by the Customer.

6.2.4. Data Processing. To the extent that Personal Data is involved in the Services provided and the applicable Data Protection Law requires the execution of supplemental agreements providing additional protections, the Parties agree that such Personal Data shall be subject to the PBD Privacy Policy on the website (https://www.palebluedot.ai/PaleBlueDotPrivacyPolicy.pdf). No draft, template, negotiation history, or implied understanding shall impose contractual processor, subprocessor, localization, residency, audit, or security obligations on PBD unless expressly set out in a fully executed Data Processing Addendum.

6.3. *Maintenance of Security*. Customer shall take all reasonable measures to ensure that the information to be transmitted to or from the servers of PBD in connection with the Services provided to the Customer is secure. Customer shall be solely responsible for authorizing access to any such information in PBD's possession by its employees and all third parties. Customer shall require each person having access to the PBD Services to apply/follow all reasonable security and safety measures to protect the information. PBD will not be liable for any action taken by (i) such authorized person on the assets deployed for the Customer, and (ii) individuals who were not authorized to have access to the servers and the Services but who were able to gain access because of the error or omission of the Customer (including inadvertent or direct disclosure of usernames, passwords or account details and other lapses in security by Customer). Customer shall be responsible for all activities that occur under the Customer's usernames, passwords, or accounts or as a result of Customer's or its authorized person's access to the Services. Customer agrees to indemnify and hold harmless PBD for any claims or actions arising out of the breach of this provision by the Customer.

Customer shall not use or permit use of the Services for any purpose that may (a) harass any person or cause damage or injury to any person or property; (b) involve defamatory, harassing, untrue or obscene materials; (c) violate privacy rights or promote hatred or harm; (d) constitute unsolicited bulk email, spam or junk; (e) constitute an infringement of intellectual property or other proprietary rights of a third party, or (f) violate applicable laws, including any Data Protection Law.

The accuracy, veracity, legality or validity of the data or contents provided by the Customer and/or its authorized agent and transmitted to or from the servers of PBD, housed in PBD's servers and in the database of PBD shall be the exclusive responsibility of the Customer. Customer acknowledges that PBD is solely responsible for hosting data and/or information on the Customer's and/or its authorized representative's instructions, and any action on such instructions and the result thereof shall be the sole liability of the Customer. PBD shall not be liable for (i) any false and/or inaccurate and/or illegal data transmitted to or from

the servers of PBD or housed in PBD servers, and (ii) any outcome and/or result of such processing, transmitting to or from the servers of PBD, housed in PBD servers and in the database of PBD.

6.4. *PBD Rights*. Without any prejudice to the rights of PBD under this Agreement, PBD reserves the right without any liability whatsoever to the Customer, to take remedial action if any data or content or material violates the restrictions as stated herein, including the removal of or disablement of access to such data, content, or material. Customer agrees to indemnify and hold harmless PBD against any claims arising out of a violation of this provision by the Customer.

6.5. *Disclosure.* Subject to advance written notice to the extent permitted by law, PBD may provide any information as required to any receiver or governmental or quasi-governmental entity, or to any person or entity with a valid court order. Notwithstanding anything contained in this Section *6.*, PBD may release Confidential Information and Personal Data, to the extent necessary, to a third party for the purpose of providing Services to the Customer, performing the obligations contemplated under this Agreement, collecting delinquent payments, or reclaiming tax. Only to the extent that there is a conflict between this Section 6.5. and the terms in any mutual nondisclosure agreement signed between the Parties, this Section 6.5. shall prevail over any conflicting terms contained in the mutual nondisclosure agreement.

6.6. *Feedback and Suggestions*. Customer's feedback and suggestions regarding the Services, their improvement, enhancements, or byproducts shall not constitute Customer's Confidential Information. Customer acknowledges and accepts that PBD may use such feedback and suggestions in any way without payment of royalty or any other consideration to the Customer. This Section 6.6 shall survive after the termination or expiration of this Agreement.

6.7. *Data*. Customer is solely responsible for the data, software, and security of the applications installed on the Services. PBD shall not be responsible for the loss, corruption, or damage to customer data arising from any cause whatsoever, including but not limited to: (i) failure of the equipment or infrastructure provided by PBD or PBD Underlying Providers; (ii) acts or omissions of third parties; or (iii) force majeure events. PBD has no obligation to backup, store, or archive customer data.

7. WARRANTY AND DISCLAIMER.

7.1. DISCLAIMER. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PBD DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. NO ADVICE, INFORMATION, OR EXPECTATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER THROUGH USE OF THE SERVICE(S) SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT. PBD MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. PBD MAKES NO WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES. PBD DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM ANY RIGHTFUL INFRINGEMENT CLAIM. WHERE THE SERVICES (OR ANY PART THEREOF) ARE PROVIDED THROUGH PBD UNDERLYING PROVIDER(S) OR OTHER THIRD-PARTY GPU CLOUD PROVIDER(S), PBD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE UNDERLYING EQUIPMENT OR INFRASTRUCTURE, AND DISCLAIMS ALL LIABILITY FOR THE ACTS OR OMISSIONS OF SUCH PROVIDERS.

7.2. **CUSTOMER WILL NOT EXTEND ANY WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES IN THE NAME OF PBD, WITHOUT THE WRITTEN PRE-APPROVAL OF PBD, WITH RESPECT TO THE PERFORMANCE, DESIGN, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. THE USE OF ANY INFORMATION OR DATA OBTAINED THROUGH THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.**

7.3. *Representation of Authority.* Each party warrants and represents that: (i) it has the legal right to enter into, and perform its obligations under this Agreement; (ii) the performance of its obligations under this Agreement will not violate any applicable laws or regulations or cause a breach of any rights of third parties; and (iii) the person who executes this Agreement, or any SOF, Service Level Terms, or attachments to this Agreement is authorized to do so.

7.4. *Compliance with Law.* Customer warrants and represents that (i) Customer will comply with all applicable laws and regulations; (ii) Customer will be responsible for obtaining and maintaining all necessary licenses, permits, and approvals required by any and all governmental authorities to comply with its obligations under this Agreement; and (iii) the use of Services by Customer will be in accordance with such licenses, permits, and approvals.

7.5. *Ethics and Code of Conduct.* Each Party will conduct all their dealings in an ethical manner and with the highest business standards.

7.5.1. The Parties will provide all possible assistance to each other in order to investigate any possible instance of unethical behavior or business conduct violations by an employee of the other. Each Party will forthwith disclose any breach of these provisions that comes to its knowledge to allow for timely action in the prevention and detection of unethical behavior.

7.5.2. Each Party will adopt appropriate processes to prevent the offering of any illegal gratification in the form of bribes or kickbacks, either in cash or in kind in the course of all dealings with PBD.

7.6. *Violation of Warranty and Representation.* If the Customer breaches any of the warranties or representations in this Agreement or the obligations under Sections 3.1., 3.2., 7.4., or 7.5. above, or if PBD receives a court- or government-ordered suspension or termination, PBD may immediately terminate or suspend this Agreement, SOF, or any Services without notice or liability.

8. **LIMITATION OF LIABILITY.**

8.1. **PBD DOES NOT MONITOR AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR THE CONTENT OF ANY COMMUNICATIONS TRANSMITTED VIA A SERVICE AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE, INFRINGEMENT, ILLEGAL USE, OR MISUSE OF ANY SERVICE. CUSTOMER SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR THE CONTENT OF ANY COMMUNICATIONS TRANSMITTED VIA AN APPLICABLE SERVICE.**

8.2. **EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, IN NO EVENT, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER THE DAMAGES ARE FORESEEABLE BY THE PARTY, SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR**

PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE (EXCEPT THAT CUSTOMER SHALL BE LIABLE FOR ANY SERVICE FEE OR TERMINATION PAYMENT OR OTHER AMOUNT OWED TO PBD UNDER THIS AGREEMENT), LOSS OF PROFIT, LOSS OF DATA, OR INTERRUPTION OR CORRUPTION OF DATA, OR LOSS OF BUSINESS.

8.3. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PBD'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, ANY SOF, OR ANY RELATED APPENDIX, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO PBD FOR THE SPECIFIC AFFECTED SERVICE DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, PBD'S TOTAL AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT RECOVERABLE BY PBD FROM ITS UNDERLYING GPU CLOUD PROVIDER(S) FOR THE SAME CLAIM (IF APPLICABLE).** FOR THE AVOIDANCE OF DOUBT, THE FOREGOING UNDERLYING-PROVIDER RECOVERY CAP APPLIES ONLY TO THE EXTENT THE RELEVANT SERVICES ARE PROVIDED THROUGH A PBD UNDERLYING PROVIDER; WHERE THE RELEVANT SERVICES ARE PROVIDED DIRECTLY BY PBD, PBD'S AGGREGATE LIABILITY SHALL REMAIN SUBJECT TO THE CAP IN THE FIRST SENTENCE OF THIS SECTION.

8.4. **PBD WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES ATTRIBUTABLE TO ANY SERVICE, PRODUCT, OR ACTION OF ANY PERSON OTHER THAN PBD AND ITS EMPLOYEES.**

8.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PBD SHALL HAVE NO LIABILITY WHATSOEVER FOR CLAIMS THAT ARISE DURING A SERVICE TRIAL OR ACCEPTANCE PERIOD.**

9. **INDEMNIFICATION.**

9.1. *Customer Indemnification.* Customer shall indemnify, defend, and hold PBD and its Affiliates harmless from and against any costs, liabilities, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs (collectively, "Losses") resulting from or arising out of any claim, suit, action, or proceeding brought against PBD or its Affiliates alleging (a) with respect to Customer's business, (i) infringement or misappropriation of any intellectual property rights, (ii) defamation, libel, obscenity, pornography, or violation of the rights of privacy or publicity, (iii) violation of any applicable Data Protection Law, or (iv) spamming, or other offensive, harassing, or illegal conduct or violation of rules and regulations; (b) any damage or destruction to the colocation space or PBD equipment by Customer or its representatives, contractors, or subcontractors; or (c) any other damages, liabilities, or Losses arising from Customer Equipment, Customer's business, Customer's breach of this Agreement, or Customer's negligence or misconduct. The Customer also agrees to defend and indemnify PBD or PBD Underlying Providers for any claims arising out of Customer's use of PBD or PBD Underlying Provider-provided services, provided that PBD or PBD Underlying Provider is not at fault.

10. **OPERATIONAL MATTERS.**

10.1. *Security*. PBD is not liable for the security of the underlying data centers, equipment, or network facilities. PBD has no obligation to ensure the security of such infrastructure and makes no representations or warranties concerning the security of the services.

10.2. *Content.* PBD shall have no liability or responsibility for the content of any communications transmitted via the Service. Customer agrees that it shall make no claim whatsoever against PBD relating to the content of the Internet or respecting any information, product, service, or software ordered through or provided by the Internet. Customer shall indemnify PBD for any liability that arises from the content of the Internet as used by Customer and its authorized users.

10.3. *Service Level Terms*. PBD agrees to provide the Services to Customer in accordance with the Service Level Terms. In the event of an interruption in Service ("**Service Outage**"), Customer shall only be entitled to a credit under the applicable Service Level Terms. The Service Level Terms provide the sole remedy for service interruption or service problems for that Service. Under no circumstances shall a Service Outage be deemed a default under this MSA or any SOF. Under no circumstances shall any Service Outage, service level failure, or service degradation constitute a breach, default, failure of essential purpose, right of set-off, refund event, or basis for termination of this MSA or any SOF except as expressly stated in the applicable Service Level Terms.

10.4. *Maintenance.* PBD may suspend Services during the maintenance or update of its Services. In the event of routine, planned maintenance, PBD will provide Customer with reasonable prior notice. PBD reserves the right to perform emergency maintenance without advance notice. In all cases, PBD will work with Customer to minimize disruptions to the Service. Under no circumstances will any planned interruption or routine maintenance be considered a Service Outage. Such maintenance is not entitled to any credits unless stated otherwise in the Service Level Terms.

11. **SUSPENSION; TERMINATION.**

11.1. *General.* Except when Customer invokes its rights under Section 11.4. to terminate a Service, Customer shall pay PBD the Termination Payment. The Termination Payment shall become due immediately upon termination. Customer agrees that PBD's damages will be difficult to ascertain if termination occurs and that the Termination Payment establishes a reasonable pre-estimate of PBD's loss and is not a penalty.

11.2. *Failure to Pay.* PBD, without prejudice to its other rights at law or in equity, may suspend or terminate this Agreement or any Service immediately and without further notice if Customer is in default in the payment of any invoiced amount due and has failed to remedy such default after Customer's receipt of a written notice of past-due amounts from PBD. After such termination, PBD may dispose of Customer's equipment (if any) immediately, or immediately take possession of the leased PBD equipment (if any). Customer shall be solely liable and responsible for all damage caused by such termination.

11.3. *Temporary Suspension of Services Without Prior Notice*. Customer agrees and accepts that PBD shall be entitled to suspend Services without prior notice in circumstances such as: (i) the PBD data center being affected by viruses/malware; (ii) "Network flooding" or "DDoS" attacks at PBD premises or on PBD servers; (iii) faulty hardware at PBD's data centers; (iv) the Services being used by the Customer in violation of the terms and conditions in this Agreement, the SOF, the Service Level Terms, or any Addendum or SSA; (v) to protect the servers maintained by PBD in the event of a threat of breakdown or where there is valid reason to believe that not suspending the Services would cause loss to other customers of PBD; (vi) in cases where

suspension is required by law; or (vii) in such other circumstances as PBD may reasonably determine. PBD shall inform the Customer as soon as possible of any suspension under this Section.

11.4. *Termination for Cause.* Either party may immediately terminate this Agreement, any Service or SOF by written notice to the other Party if: (i) the other Party breaches any material term or condition of this Agreement or SOF and fails to cure such breach within thirty (30) days after receipt of written notice of the same; (ii) the other party becomes the subject of a legal proceeding under a law relating to insolvency or bankruptcy, undergoes a dissolution, or any petition is filed or other steps are taken for its bankruptcy, liquidation, receivership, administration, examinership, dissolution, or other similar action.

PBD may terminate this Agreement immediately upon written notice if Customer's activity, or use of the Services or Customer platform: (i) poses a material security risk; (ii) breaches Sections 3., 7.4., and 7.5., 13.1., 15.7., 15.8.; (iii) could adversely impact the Services or the systems or content of any other PBD platform, (iv) could subject PBD, its affiliates, or any third party to liability, or (v) constitutes an incurable material breach of this Agreement; (vi) could be fraudulent; or (vii) any PBD Underlying Provider discontinues or materially restricts the underlying service or infrastructure, or continued provision of the Services would expose PBD or any of its Affiliates, vendors, data centers, or upstream providers to legal, sanctions, export-control, credit, fraud, abuse, security, operational, or reputational risk. In any such case, Customer shall remain liable for all accrued Charges, non-cancellable third-party commitments, the Termination Payment, and any other amounts due under this Agreement.

11.5. *Effect of Termination.* Upon the effective date of termination of this Agreement or any Service: (i) PBD will immediately cease providing all applicable Services; and (ii) PBD may immediately invoice Customer for any and all payment obligations under this Agreement (including Termination Payment), and Customer shall remain liable for all amounts currently and previously invoiced.

11.6. *Reinstatement of Service.* If the Service is suspended or terminated for reasons listed under Section 7.6., 11.2., 11.3., 11.4., or 13.2, PBD has the sole discretion to determine whether, when, and on what conditions to reinstate the suspended or terminated Service. If a Service is reinstated, the Customer shall bear all reinstatement - related costs, and standard Service Charges will resume and accrue once the Service is restored, regardless of whether the Customer uses the Service.

12. **DISPUTE RESOLUTION.**

12.1. The Parties agree that they shall first endeavor to settle amicably by mutual discussions any disputes, differences, or claims arising out of or in connection with this Agreement, SOF, Service Level Terms, or any non-disclosure agreements related to the Services through a designated senior executive from each Party. If the senior executives fail to resolve the issue within thirty (30) days of a request from one Party, each Party may seek all remedies available at law or equity.

12.2. Any dispute arising out of or in connection with this Agreement, any SOF, or the Services, including any question regarding their existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator appointed by the SIAC, and the language of the arbitration shall be English. The award of the arbitration shall be final and binding upon both parties hereto. Nothing in this clause shall prevent PBD from applying to any

court of competent jurisdiction for interim, conservatory, injunctive, payment preservation, asset preservation, or other provisional relief.

12.3. *Injunctive Relief & Prevailing Party.* Customer acknowledges that breach of this Agreement, or any unauthorized use, disclosure, or distribution of the Services or its functionality, may cause material irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain, and that each party will be entitled to seek immediate injunctive relief (in addition to any other available remedies, including remedies under intellectual property rights, the availability of which Customer acknowledges), in any court of competent jurisdiction under the applicable laws thereto. A party prevailing in any litigation or arbitration related to this Agreement or the Subject Matter will be entitled, in addition to such other relief as may be granted, to an award of reasonable attorneys' fees.

13. SANCTIONS

13.1. Each Party hereby represents and warrants, at all times to the other Party, as follows:

(i) It is not, as of the date of this Agreement, and any SOF it enters into, any of the following (i)-(iii) and that if, after the date of this Agreement, or the SOF, as applicable, it becomes any of the following, it shall immediately notify the other Party in writing: (i) a Sanctioned Person or acting on behalf of a Sanctioned Person, (ii) controlled or owned 50% or more (directly or indirectly) in the aggregate by one or more Sanctioned Persons, or (iii) located or resident in or organized under the laws of a Sanctioned Jurisdiction;

(ii) In its use, performance of the Services and performance of the SOF and this Agreement, the Parties shall not: (i) violate the Applicable Sanctions, (ii) use the Services in any way that involves, relates to, or is conducted on behalf of or for the benefit of a Sanctioned Person, and (iii) without limiting any of the foregoing (i)-(ii), with respect to the performance of this SOF, transact with or otherwise do business with or involving any Sanctioned Jurisdiction or Sanctioned Person; and

(iii) Each Party shall immediately notify the other Party in writing if it becomes aware of any (i) actual or potential violation of Sanctions by the Party, the partner or its Affiliates (ii) the involvement of any (a) Sanctioned Jurisdiction or (b) Sanctioned Person, in each case relating to use or performance (whichever is relevant) of the Services, the Service Order or the Agreement, as the case may be.

13.2. To the extent that PBD in its sole discretion, determines that a breach of any of the foregoing Clauses 13.1.(i) to (iii) may occur, PBD shall be entitled, in its sole discretion, to take remedial actions, or to terminate the Service Order, or the Agreement immediately at PBD's discretion without any liability.

13.3. For the purposes of this Section, the following terms shall have the meanings defined below:

(i) "OFAC" means the U.S. Department of Treasury's Office of Foreign Assets Control.

(ii) "Sanctions" means the economic sanctions laws and regulations of the People's Republic of China (including the Hong Kong Special Administrative Region, "China"), the United States (U.S.), the European Union ("EU"), EU member states, the United Kingdom, the United Nations ("UN"), and all applicable government authorities including, without limitation, the economic sanctions rules and regulations implemented under statutory authority and/or the U.S. President's Executive Orders and

administered by the OFAC, and the Anti-Foreign Sanctions Law of the People's Republic of China and relevant rules and regulations.

(iii) "Sanctioned Jurisdiction" means the jurisdictions that are subject to comprehensive U.S. sanctions administered by OFAC (currently, Cuba, Iran, North Korea, Syria, the Crimea region, and the so-called Donetsk People's Republic and Luhansk People's Republic).

(iv) "Sanctioned Person" means any individual, entity, or government that is the target of sanctions administered by: China, the U.S. (including, without limitation, those persons on OFAC's Specially Designated Nationals and Blocked Persons List as well as any individual or entity that is located or resident in or organized under the laws of a Sanctioned Jurisdiction), the EU, EU member states, the United Kingdom, and/or the UN.

(v) "Sanctions and Export Control Laws" means Sanctions and all applicable export control laws and regulations, including the U.S. Export Administration Regulations ("EAR")

14. EXPORT CONTROL COMPLIANCE

14.1. *Customer Warranties.* The Customer represents and warrants that:

(i) It will not use the Services to conduct training of any Artificial Intelligence (AI) model for any "Military End Use", "Military Intelligence End Use", or for the development of Weapons of Mass Destruction (WMD), including nuclear, chemical, or biological weapons or rocket systems, as defined under EAR Part 744.

(ii) The transactional structure of this Agreement and any relevant Service Order is designed for legitimate commercial purposes and is not intended to evade the licensing requirements of the EAR.

14.2. As the Service provides "Bare Metal" infrastructure, the Customer acknowledges that it maintains exclusive control over the workloads. Customer assumes sole and absolute responsibility for ensuring that its Authorized Users and employees do not violate Sanctions and Export Control Laws.

14.3. Customer shall provide relevant necessary documents to Supplier upon execution of this Agreement, upon PBD's reasonable request for compliance.

14.4. Documentation and Monitoring: PBD reserves the right to implement technical monitoring measures to ensure compliance with export laws.

14.5. PBD shall not be liable for any failure to perform, service interruptions, or loss of data resulting from PBD's good-faith efforts to comply with applicable export control laws or the denial/revocation of any necessary U.S. government licenses.

14.6. Notwithstanding the choice of governing law, the Parties acknowledge that the performance of this Agreement is subject to U.S. Export Administration Regulations. Both parties agree that each party's compliance with applicable U.S. law shall not be deemed a breach of this Agreement, regardless of any conflicting local laws or contractual obligations.

14.7. One party shall indemnify, defend, and hold the other party harmless from and against any and all claims, fines, penalties, or legal costs resulting from the one party's violation of Sanctions and Export Control Laws.

15. **MISCELLANEOUS PROVISIONS.**

15.1. *Force Majeure.*

15.1.1. Subject to Clauses 15.1.2 to 15.1.3, except for Customer's obligations to pay any Charges accrued or payable under this Agreement (which shall not be suspended, reduced or excused by any Force Majeure Event), neither Party shall be liable for any failure or delay in performance under this Agreement or any SOF to the extent that such failure or delay is caused by an event that is beyond that Party' s reasonable control, that was not reasonably foreseeable at the date of the applicable SOF, and the effects of which that Party could not have avoided or overcome by the exercise of reasonable care (a "**Force Majeure Event**").

15.1.2. Subject to the requirements of Clause 15.1.1 being satisfied in each case, and subject to Clause 15.1.3, Force Majeure Events may include: acts of war, terrorism, embargo, riot, sabotage, civil commotion, labour shortage or dispute, act of God, flood, earthquake, fire, storm, epidemic, pandemic, governmental act, sanctions, export controls, power or cooling failure, telecommunication failure, Internet failure, cyberattack, denial-of-service event, supply chain shortage, hardware shortage, third-party supplier or carrier failure, utility interruption, and inability to obtain materials, infrastructure, permits or services on commercially reasonable terms.

15.1.3. Once the effects of the Force Majeure Event have been reasonably resolved and PBD is able to resume the Services, PBD shall resume the Services and Customer shall not refuse, delay, reject or treat as terminated the resumed Services, and shall continue to pay all Charges in accordance with this Agreement and the applicable SOF for the remainder of the Service Term.

15.2. *Change of Law.* Notwithstanding any other provision in this Agreement, where a change in applicable law (including any applicable U.S. export control prohibition or sanction) requires the premature termination of any SOF or this Agreement: (a) the Parties shall engage in good-faith negotiations and use all reasonable efforts to meet the requirements of the new applicable law; (b) Customer shall continue to pay the applicable MSC for the continued use of the Services until the latest date permitted under the new applicable law, and during that period Customer shall be responsible for its own data migration and decommissioning activities; and (c) on expiry of the legally permitted service period, Customer shall provide PBD with financial support for a three-month re-leasing period, equivalent to three (3) months' MSC and payable monthly, such obligation to cease once PBD secures a new customer for the relevant capacity.

15.3. *Intellectual Property.* All legal and beneficial rights in PBD's Intellectual Property which PBD provides to Customer for the purposes of using the Service(s) will remain at all times the property and rights of PBD. PBD grants Customer a non-exclusive, non-transferable license to use such Intellectual Property for the sole purpose of using the Service(s) as contemplated in this Agreement. The Customer shall not reproduce, modify, adapt, reverse engineer, or disassemble any software, Service, or any part of PBD's Intellectual Property.

15.4. *Marketing.* PBD may refer to the Customer or the Customer's logo for promotional and marketing purposes. This reference will be strictly limited to disclosure that PBD has provided Services to the Customer and will not contain any confidential or proprietary information in such a reference.

15.5. *No Third-Party Beneficiaries.* PBD and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third-party beneficiaries to this MSA, including but not limited to the insurance providers for each Party or the End User of the Customer.

15.6. *Governing Law.* This Agreement shall be construed and controlled by the law of Singapore, without regard to conflict of law provisions.

15.7. *Legal Compliance.* By executing this Agreement, each party represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties, including the Entity List, and (iii) it is not listed as a prohibited or restricted party in any of the territories in which services under this Agreement are to be delivered.

15.8. *Anti-Bribery and Anti-Corruption.* Each Party shall comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices. Subject to all applicable laws, each Party has not and shall not offer, promise, make or agree to make any payments or gifts directly or indirectly to anyone for the purpose of improperly influencing, or inducing anyone to influence decisions in favor of the other Party or any of its subsidiaries or affiliates. Any breach or violation of this Subsection by either Party will be grounds for immediate termination of this Agreement by the non-breaching Party.

15.9. *Non-Disparagement.* The Customer hereby acknowledges and agrees that it will not and will ensure that its representatives, employees, agents, contractors, associates, etc., do not, in any form or manner, carry out disparagement, negative characterization, defamation, and/or any adverse public criticism of the Services, or question the business, integrity, veracity, or personal or professional reputation of PBD.

15.10. *Non-Solicitation.* Neither Party shall, without the written permission of the other Party, directly solicit, induce, hire, recruit, make an offer of employment or engagement to, or encourage any personnel of the other Party to leave their employment, or take away such personnel during the term of this Agreement and for twelve (12) months thereafter.

15.11. *Severability; Waiver.* If any provision of this MSA is held by a court of competent jurisdiction to be contrary to the law, then the remaining provisions of this MSA will remain in full force and effect. The failure or delay on the part of PBD to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

15.12. *Assignment.* Customer shall not assign, transfer, delegate, charge, encumber, or otherwise dispose of this Agreement or any right or obligation hereunder, whether by operation of law, change of control, merger, sale of assets, or otherwise, without PBD's prior written consent. PBD may assign, novate, transfer, subcontract, or otherwise dispose of this Agreement, in whole or in part, without Customer's consent, to any Affiliate or in connection with a merger, reorganization, financing, sale of business, sale of assets, or similar transaction. Any attempted assignment by Customer in violation of this Section shall be void.

15.13. *The Relationship of Parties.* PBD and Customer are independent contractors, and this MSA will not establish any relationship of joint venture, employment, franchise, or agency between PBD and Customer. Customer may not enter into any agreement on behalf of PBD.

15.14. *Non-Circumvention.* During the term of the MSA and all the SOFs and for twenty-four (24) months thereafter, Customer shall not, directly or indirectly, circumvent PBD by entering into any transaction with any PBD Underlying Provider for products or services that are the same as or substantially similar to those

made available to Customer through PBD under the SOF, without PBD's prior written consent. This restriction shall not apply where Customer can demonstrate that it had an existing direct business relationship with the relevant PBD Underlying Provider before such PBD Underlying Provider was introduced or made known to Customer by PBD. If Customer breaches this Section, Customer shall pay PBD liquidated damages equal to twenty percent (20%) of the total value of the relevant transaction, which the parties agree represents a reasonable estimate of PBD's anticipated loss and is not a penalty. If PBD's actual losses arising from such breach exceed the amount of the liquidated damages, Customer shall compensate PBD for the excess amount.

15.15. *Entire Agreement; Counterparts; Originals*. This MSA, Service Level Terms, Appendices, and all properly executed SOF are incorporated herein by reference and constitute the complete and exclusive agreement between the Parties concerning the subject matter hereof, and supersede and replace any prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter. This MSA and any SOF may be executed in one or more counterparts, whether by original, photocopy, electronically, scanned and emailed, or facsimile, each of which shall constitute an original, but all of which shall constitute the same instrument.

15.16. *Modifications and Amendment.* This MSA may be changed or modified only by a written document signed by authorized representatives of both PBD and Customer.

15.17. *Survival.* Provisions contained in this MSA that are intended to survive completion, performance, termination, suspension, cancellation, or expiration of this MSA (including, but not limited to, the non-disclosure agreement, indemnification, limitation of liability terms and conditions) shall survive.

15.18. *Headings.* The clause headings contained herein are for convenience and are not to be used in their interpretation.

15.19. *Notification of Substantial Change.* Customer shall notify PBD of any substantial change to Customer's business, including but not limited to a change of entity name.

15.20. *Notice.* Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with a courier, sent by email (with proof of receipt or delivery via electronic logs), or local government certified mail, return receipt requested, to the address set forth below or at such other address as may hereafter be furnished in writing by each Party to the other Party.

All notices to PBD shall be addressed to the following:

Address: 1881 Page Mill Road, Palo Alto, CA 94304, United States
Email: legal@palebluedot.ai
Attention: Legal Team

All notices to Customer shall be addressed to information contained in the applicable SOF.

15.21. *Execution and Conflict of Terms.* In the event of a conflict between the terms and provisions of the MSA and the terms and provisions of the accompanying Appendices, and the SOF, the SOF shall prevail, followed by the Appendices, and then the MSA.

15.22. *Language.* This Agreement was provided in English.

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