

SAAS SERVICES ORDER FORM

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|---|------------------------------|
| Customer: | Contact: |
| Address: | Phone: |
| | E-Mail: |
| Services: <i>ClearQuote automatic vehicle damage assessment and repair estimate generation using AI</i> (the "Service(s), as described in Exhibit C"). | |
| Services Fees: Refer Exhibit C | Initial Service Term: |
| Implementation Services: NA Implementation Fee (one-time): NA | |

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this [date] (the "Effective Date") between ClearQuote Technologies Limited with a registered office at International House, 10 Churchill Way, Cardiff, United Kingdom CF10 2HE ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

ClearQuote Technologies Limited **[Customer name]:**

By: _____

By: _____

Name: _____

Name _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND

SUPPORT

1.1 Subject to the terms of this Agreement, Company shall provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND

RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services ("Software"). With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, sublicensable license to use such Software during the Term only in connection with the Services. Such license shall include the right of Customer or its sublicensees to process and modify any data distributed to Customer or its sublicensees as a result of the Services (especially modifications of the layout of the data presented).

2.2 Customer and Company represent, covenant, and warrant that each Party will use the Services and data generated under this Agreement only in compliance with this Agreement and all applicable laws and regulations. Each Party hereby agrees to indemnify and hold harmless the other Party against any damages, losses, liabilities, settlements and expenses (costs and attorneys' fees) – limited, however, to an amount equaling the sum of previous 6 months invoiced amounts for the Services under this Agreement – in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY;

PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed by the Company in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing other than the processed data delivered to Customer as a result of the Services ("Results").

3.3 Customer shall own all right, title and interest in and to the Results. Company herewith transfers any rights, title and interest in the Results to Customer. If and to the extent a transfer of rights, title and/or interest in and to the Results is not possible under any applicable law, Company grants Customer an exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual (even after termination of this Agreement) license to use and utilize the Results for any known or unknown applications and uses.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during the term hereof) to

(i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings under this Agreement. No rights or licenses are granted on the aforementioned data and information except as expressly set forth herein. However, any use of data and/or information contained in Customer Data for reasons other than processing such data for provision of the Services shall require a separate consent of Customer.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon ninety (90) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 5 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company within five (5) days from date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least sixty (60) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon fourteen (14) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and such

breach, if curable, is not cured within thirty (30) days after written notification. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company shall at the request of the Customer delete stored Customer Data within thirty (30) days. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall provide the Services consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Subject to the guaranteed uptime pursuant Exhibit A, Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE BEYOND THE GUARANTEED UPTIME. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS) AND FOR CASES OF CULPABLE BEHAVIOR OR OMISSIONS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY

INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MARKETING

8.1 The Company shall be permitted to use trademarks and name of the Customer on its website or social media pages or other marketing materials as its customer

8.2 The Company may, from time to time, request the Customer to provide testimonials on the Services and approve publishing of case studies or collaterals based on use of Services by the Customer

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either Party except with the other Party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws England and Wales.

EXHIBIT A

Service Level Terms

Uptime. The Company shall use commercially reasonable endeavours to make the Services available during 9am-5pm CET. However, an Uptime of 99% is guaranteed except for:

- Planned Maintenance not exceeding 10 (ten) hours carried out during the calendar month as scheduled from time to time; and
- unscheduled maintenance required to be performed outside normal business hours of Customer due to reasons not controlled by Company, provided however that the Company has used reasonable endeavours to give the Customer notice in advance.
- “Uptime” means the total number of minutes in a calendar month minus the number of minutes of Planned Maintenance suffered in a calendar month, divided by the total number of minutes in a calendar month. “Planned Maintenance” means those times where Service Provider notifies Client of periods of downtime three (3) days prior to the commencement of such downtime. There will be no more than ten (10) hours of Planned Maintenance per calendar month. The Services shall not be considered available in the event of a material performance degradation or inoperability of the Services, in whole or in part.

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm CET time, with the exclusion of Public Holidays of the Customer’s country (“**Support Hours**”).

Support & Service Levels.

- The Company will respond within 1 working day to any query raised by the Customer’s designated admins. This could be any query that the admins of the Company raise on 1) Email (which is the support email offered to Customer and 2) with the Company’s Account manager who is assigned to the Customer.
- On-site support is not included and any out-of-scope work shall be subject to Company's standard man-day rate.

Issue Resolution Matrix. Beyond the availability definition mentioned in SLA , any issue in production will be resolved based on the following issue resolution matrix.

| Issue Priority | Response Time | Resolution Time | Definition |
|-----------------------|----------------------|------------------------|--|
| P1 – Critical | 8 business hours | 2 business days | P1 - Security, Availability, Legal Liability issue or storage issue (data loss, corruption); a resolved bug which is re-opened or a functionality affecting almost all users |
| P2 – High | 16 business hours | 3 business days | P2 - Functionality affecting significant number (~50%) end users or permission holders/admins, integration issues with other systems |
| P3 – Normal | 48 business hours | 7 business days | P3 - Functionality affecting limited number of end users, aesthetics, typographical errors |
| Back end tasks** | | 7 business days | Back end jobs are workaround activities which are not directly related to the functionality of the product and have to be executed by the Company’s Tech Team by writing a bespoke script from the back end. |

| Issue Priority | Elaboration & Instances |
|-----------------------|--|
| P1 – Critical | <ul style="list-style-type: none"> ▪ The P1 issues are critical where attention is required immediately because the impacted feature pf the Services assists Customer in doing business. Non- Functioning of this feature may incur partial monetary loss or loss of reputation. ▪ The issues can be Instance is down (without prior notice or update) ▪ Security concerns or breach ▪ Data loss or corruption of the data |
| P2 – High | <ul style="list-style-type: none"> ▪ Any integration issues where our system fail to push the data to other systems ▪ Errors that keep major functions from being performed but work around available e.g. Not able to download reports, merge unmerge panels, add-on numbers etc. ▪ Any condition, other than a P1 level problem, that makes use of any portion of the Services difficult, which Customer cannot reasonably circumvent or avoid on a temporary basis without significant time or effort. |
| P3 - Normal | <ul style="list-style-type: none"> ▪ UI issues ▪ Spelling corrections |

| | |
|--|---|
| | <ul style="list-style-type: none"> ▪ Any issue specific to few users ▪ any limited problem or condition, other than any Severity P1 Level or P2 Level problem, that is not critical in that no loss of Customer’s property occurs and that Customer can reasonably circumvent or avoid on a temporary basis without significant time or effort. |
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* Note: The Business days and hours are as per Company’s working days and hours.
 * While this SLA will hold true for overall reporting and escalation, Company is committed to resolve the business critical issues at your end at the earliest to ensure business continuity without any blockers from Company
 ** Performance of back end tasks is subject to technical feasibility and risk assessment. Company shall not be obliged to do every back end task within the given timeline of 7 business days.

Certain Conditions. Company shall not be obligated to provide the Support Service if: (i) the reported error was caused by changes in program parameters or other user adjustable features; (ii) the error results from operator error, errors in Customer Data or software not supplied by Company or use that is not in accordance with the Documentation; (iii) the Customer has failed to pay any required fee or is otherwise in default of this Agreement. To the extent, if any, that the Service is third party software (such as operating systems or third party data or applications), it is acknowledged that the level of support provided by such third parties may impact Company’s performance of such Services. Support Service will not be applicable if the third party is engaged by the Company.

Escalation. If a query or issue under the Support & Service Level is not resolved to the reasonable satisfaction of the requestor, Company will:

- immediately escalate the request to Company’s management including not restricted to the official contact of the Company, in accordance with the Escalation Matrix table herein below;
- take and continue to take the actions which will most expeditiously resolve the request;
- provide a daily report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved.

| Level | P1 | P2 | P3 |
|--|-----------------|-----------------|-----------------|
| 1 st level – Customer Success Manager | 1 Business Day | 2 Business Days | 4 Business Days |
| 2 nd level – Founder | 2 Business Days | 4 Business Days | 7 Business Days |

Customer may initiate a helpdesk ticket during Support Hours by emailing support@clearquote.io or **alternative email address to be provided**

