

Master Subscription Agreement

VB-MSA | Vera AI | Version 1.0 | Effective July 2026

VendorBenchmark LLC · 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States

The umbrella contract governing all access to Vera AI. Commercial terms, price, and term are set in an Order Form, so this agreement carries neither.

This Master Subscription Agreement (the "Agreement") is entered into between VendorBenchmark LLC, a limited liability company with its registered office at 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, and the publisher of the Vera AI platform (the "Provider") and the customer organization identified on the applicable Order Form (the "Customer"), each a "party" and together the "parties". It takes effect on the date of the first Order Form that references it (the "Effective Date").

BACKGROUND

The Provider operates Vera AI, a contract benchmarking and vendor-spend platform through which the Customer uploads software contracts and receives benchmark reports, analyses, and related deliverables produced by the Provider's analysts and by artificial intelligence features.

The Customer wishes to access the platform, and the Provider wishes to grant that access, on the terms set out in this Agreement together with any Order Form and the exhibits and policies it incorporates: the Service Level Agreement, the Data Processing Addendum, and the Acceptable Use Policy.

This Agreement sets the legal framework once so that each Order Form runs on the same terms without re-negotiation.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, capitalized terms have the meanings given below. The singular includes the plural, headings are for convenience only, and the words include and including are read without limitation.

- (a) **Affiliate** means any entity that controls, is controlled by, or is under common control with a party, where control means ownership of more than 50 percent of the voting interests.
- (b) **Service** means the Vera AI platform identified in an Order Form, including the web application, the deliverables produced within it, the exports, the APIs the Provider makes available, and the Documentation.
- (c) **Order Form** means an ordering document signed or otherwise accepted by both parties that identifies the plan, the Subscription Term, the fees, the number of Authorized Users, and any additional commercial terms.
- (d) **Subscription Term** means the period stated in an Order Form during which the Customer is licensed to access the Service.
- (e) **Authorized Users** means the named individuals within the Customer or its Affiliates whom the Customer permits to access the Service.
- (f) **Customer Data** means the contracts, files, records, and other data the Customer or its Authorized Users submit to or create within the Service.
- (g) **Aggregated Data** means statistical and benchmark data derived from Customer Data that is anonymized and aggregated so that no customer, company, contract, or contract term can be identified.
- (h) **Documentation** means the user guides and help content the Provider makes generally available for the Service.

- (i) **Malicious Code** means viruses, worms, trojans, and other code intended to disrupt, disable, or harm software or data.
- (j) **SLA** , **DPA** , and **AUP** mean the Service Level Agreement, the Data Processing Addendum, and the Acceptable Use Policy referenced in this Agreement, each incorporated by reference.
- (k) **Applicable Law** means the laws and regulations that apply to a party's performance under this Agreement.

2. THE SERVICE AND ACCESS RIGHTS

- 2.1 Provision.** During each Subscription Term, the Provider will make the Service available to the Customer in accordance with this Agreement, the applicable Order Form, the Documentation, and the SLA.
- 2.2 License.** The Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Service during the Subscription Term for the internal business purposes of the Customer and its Affiliates, subject to the limits stated in the Order Form.
- 2.3 Affiliates.** The Customer's Affiliates may use the Service under this Agreement. The Customer is responsible for its Affiliates' compliance, and a breach by an Affiliate is treated as a breach by the Customer.
- 2.4 Restrictions.** The Customer will not, and will not permit any Authorized User or third party to:
- (a) sell, resell, license, sublicense, rent, or share access to the Service outside the Customer and its Affiliates without the Provider's prior written consent,
 - (b) reverse engineer, decompile, or attempt to derive the source code or underlying models of the Service, except to the extent Applicable Law permits despite this restriction,
 - (c) use the Service to build or train a competing product or a competing benchmarking dataset, or to extract Aggregated Data for that purpose,
 - (d) access the Service by automated means except through the APIs the Provider provides and within their documented limits,
 - (e) upload Malicious Code or interfere with the integrity, security, or performance of the Service.
- 2.5 Reservation of rights.** The Provider reserves all rights not expressly granted. No rights are granted by implication, estoppel, or otherwise.
- 2.6 Changes to the Service.** The Provider improves the Service continuously and may add, modify, or retire features. The Provider will not materially reduce the core functionality the Customer has paid for during a paid Subscription Term. Free tiers, trials, and features designated beta or preview may be adjusted or withdrawn at any time.

3. ORDERS AND PROVISIONING

- 3.1 Order Forms.** The Customer orders access through one or more Order Forms. Each Order Form is governed by this Agreement and, once accepted by both parties, forms part of it. An Order Form may be accepted by signature or by another method the parties agree.
- 3.2 Additional quantities.** The Customer may order additional Authorized Users or capacity by a further Order Form. Unless stated otherwise, additional quantities are co-termed with the existing Subscription Term and priced pro-rata.
- 3.3 Provisioning.** The Provider provisions access promptly after an Order Form takes effect. The Customer is responsible for the equipment and connectivity it needs to access the Service.

4. ACCOUNTS, USERS, AND ACCEPTABLE USE

- 4.1 Authorized Users.** The Customer's organization owners manage who has access. Access is granted to named individuals and must not be shared. The Customer is responsible for the acts and omissions of its Authorized Users as if they were its own.
- 4.2 Credentials and security.** The Customer is responsible for keeping credentials confidential and for all activity under its accounts. Multi-factor authentication is available to every user, and the Provider recommends that the Customer require it. The Customer will notify the Provider promptly of any suspected unauthorized access.
- 4.3 Acceptable use.** The Customer and its Authorized Users will use the Service in accordance with the AUP. A breach of the AUP is a breach of this Agreement.
- 4.4 Customer responsibilities.** The Customer is responsible for the accuracy, quality, and legality of Customer Data, for the means by which it acquired Customer Data, and for its use of the results the Service produces.

5. CUSTOMER DATA AND INTELLECTUAL PROPERTY

- 5.1 Ownership of Customer Data.** As between the parties, the Customer owns all right, title, and interest in Customer Data. The Provider claims no ownership of it.
- 5.2 License to the Provider.** The Customer grants the Provider a limited, non-exclusive, worldwide license to host, copy, process, transmit, and display Customer Data solely as needed to provide, secure, and support the Service, including producing the benchmarks and deliverables the Customer requests.
- 5.3 Aggregated Data.** The Provider may generate and use Aggregated Data to operate, benchmark, secure, and improve the Service and its models. Aggregated Data can never identify a customer, a company, a contract, or its terms, and it is this anonymized market data that makes the comparisons in the Customer's reports possible. The Provider will not disclose Customer Data itself to any third party except as this Agreement or the DPA permits.
- 5.4 Provider intellectual property.** The Provider owns all right, title, and interest in the Service, the platform, the models, the Documentation, the Aggregated Data, and all improvements to them. The Customer receives only the access rights expressly granted.
- 5.5 Feedback.** If the Customer gives the Provider suggestions or feedback about the Service, the Provider may use them without restriction or obligation, and the Customer grants the Provider a perpetual, irrevocable, royalty-free license to do so.

6. FEES AND PAYMENT

- 6.1 Fees.** The Customer pays the fees set out in the applicable Order Form. Except where an Order Form says otherwise, fees are non-cancelable, non-refundable except as expressly provided, and stated exclusive of taxes.
- 6.2 Invoicing.** The Provider invoices the Customer in accordance with the Order Form. Undisputed invoices are payable within thirty days of the invoice date. The Provider does not require stored card details; subscriptions are billed by invoice.
- 6.3 Disputed amounts.** If the Customer disputes an invoice in good faith, it will notify the Provider within the payment period, pay the undisputed portion when due, and both parties will work in good faith to resolve the dispute promptly.
- 6.4 Taxes.** Fees are exclusive of sales, use, value added, withholding, and similar taxes. The Customer is responsible for those taxes, except for taxes based on the Provider's net income.

6.5 Late payment and suspension. The Provider may charge interest on undisputed overdue amounts at the lower of one and a half percent per month or the maximum permitted by law, and may suspend the Service for undisputed fees that remain unpaid thirty days after written notice. The Provider will restore access promptly on payment.

7. CONFIDENTIALITY

7.1 Definition. Confidential Information means non-public information a party (the disclosing party) discloses to the other (the receiving party) that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances, including Customer Data, the terms of an Order Form, security details, and the Provider's non-public technology and methods.

7.2 Obligations. The receiving party will use the disclosing party's Confidential Information only to perform this Agreement, will protect it with at least the care it uses for its own information of like importance and no less than reasonable care, and will disclose it only to its personnel, Affiliates, and advisors who need it and are bound by confidentiality obligations at least as protective.

7.3 Exclusions. Confidential Information does not include information that is or becomes public through no fault of the receiving party, was known to it without a duty of confidence, is independently developed without use of the disclosing party's information, or is rightfully received from a third party without restriction.

7.4 Compelled disclosure. The receiving party may disclose Confidential Information where compelled by law or legal process, provided it gives the disclosing party prompt notice where lawful and reasonable cooperation so the disclosing party can seek protective treatment, and discloses only what is required.

7.5 Equitable relief. The parties agree that a breach of this section may cause harm for which money damages are inadequate, and that the disclosing party may seek injunctive relief in addition to any other remedy.

8. DATA PROTECTION AND SECURITY

8.1 Data protection. Where the Provider processes personal data on the Customer's behalf, it does so as processor under the DPA, which is incorporated by reference and which the parties execute where the Customer requires it.

8.2 Security program. The Provider maintains an information security program with administrative, technical, and organizational measures appropriate to the Service, described in the DPA and the security overview the Provider publishes. Tenant isolation is enforced at the database with row-level security, data is encrypted in transit and at rest, multi-factor authentication is available to all users and mandatory for Provider staff, and views and downloads of contract files are audit logged.

8.3 No material reduction. The Provider will not materially reduce the overall level of protection of its security measures during a paid Subscription Term.

9. SERVICE LEVELS AND SUPPORT

9.1 Availability and support commitments for paid subscriptions are set out in the SLA, which is incorporated by reference. Service credits under the SLA are the Customer's sole and exclusive remedy for a failure to meet the availability commitment, except for the termination right the SLA grants for chronic failure.

10. WARRANTIES AND DISCLAIMERS

10.1 Provider warranty. The Provider warrants that it will provide the Service with commercially reasonable skill and care and in substantial conformity with the Documentation. The Customer's exclusive remedy for a breach

of this warranty is for the Provider to correct the non-conformity or, if it cannot within a reasonable time, to terminate the affected Service and refund prepaid unused fees for it.

10.2 Mutual warranty. Each party warrants that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

10.3 Benchmark outputs. Benchmarks, analyses, and recommendations are decision support, not legal, financial, or professional advice. Every figure in an authored report is grounded in stored data and citation tagged, and the Customer remains responsible for its own commercial decisions.

10.4 Disclaimer. Except as expressly stated in this Agreement, the Service is provided as is, and the Provider disclaims all other warranties, whether express, implied, or statutory, including any implied warranty of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty that the Service will be uninterrupted or error free, to the fullest extent permitted by law.

11. INDEMNIFICATION

11.1 By the Provider. The Provider will defend the Customer against a third-party claim alleging that the Service, as provided by the Provider and used in accordance with this Agreement, infringes that third party's patent, copyright, trademark, or trade secret, and will pay the damages finally awarded against the Customer or agreed in settlement.

11.2 Infringement remedies. If the Service is or may become the subject of an infringement claim, the Provider may, at its option and cost, procure the right for the Customer to continue using it, modify it to be non-infringing while preserving materially equivalent functionality, or, if neither is commercially reasonable, terminate the affected Service and refund prepaid unused fees. The Provider has no liability for a claim arising from Customer Data, from use of the Service in breach of this Agreement, or from combination of the Service with items not provided by the Provider.

11.3 By the Customer. The Customer will defend the Provider against a third-party claim arising from Customer Data or from the Customer's use of the Service in breach of this Agreement, and will pay the damages finally awarded against the Provider or agreed in settlement.

11.4 Procedure. The indemnified party will give the indemnifying party prompt written notice of the claim, sole control of the defense and settlement (provided a settlement that imposes a non-monetary obligation on the indemnified party requires its consent, not to be unreasonably withheld), and reasonable cooperation at the indemnifying party's expense. This section states each party's entire liability and sole remedy for the claims it covers.

12. LIMITATION OF LIABILITY

12.1 Cap. To the maximum extent permitted by law, each party's total aggregate liability arising out of or related to this Agreement is limited to the fees the Customer paid or owed the Provider under this Agreement in the twelve months before the event giving rise to the liability.

12.2 Excluded damages. Neither party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, goodwill, or anticipated savings, or for loss or corruption of data, however caused and on any theory of liability, even if advised of the possibility.

12.3 Exceptions. The cap and the exclusion of damages do not apply to the Customer's payment obligations, to either party's indemnification obligations, to a party's breach of the confidentiality section, to a party's infringement or misappropriation of the other's intellectual property, or to liability that cannot be limited or excluded by law (such as for death or personal injury caused by negligence, or for fraud).

12.4 Basis of the bargain. The parties agree that these limitations reflect an allocation of risk and are a

fundamental basis of the bargain and of the pricing.

13. TERM, SUSPENSION, AND TERMINATION

- 13.1 Term.** This Agreement starts on the Effective Date and continues while any Order Form is in effect. Each subscription runs for the Subscription Term stated in its Order Form and renews only as that Order Form provides.
- 13.2 Termination for cause.** Either party may terminate this Agreement or an affected Order Form on written notice if the other party materially breaches it and does not cure the breach within thirty days of written notice, or immediately if the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of bankruptcy or similar proceedings not dismissed within sixty days.
- 13.3 Suspension.** The Provider may suspend the Service or an Authorized User's access, with notice where practicable, if the use presents a security risk, may harm the Service or other customers, is materially in breach of the AUP, or if fees are overdue as described above. The Provider will limit the scope and duration of a suspension and restore access promptly once the cause is resolved.
- 13.4 Effect of termination.** On termination or expiry, the Customer's right to access the Service ends, and each party returns or destroys the other's Confidential Information in its possession, subject to the transition rights below and to routine backup retention and legal requirements.
- 13.5 Transition, return, and deletion.** For thirty days after termination the Provider makes Customer Data available for export in a commonly used format. After that period, and on the Customer's request at any time, the Provider deletes Customer Data using the platform's hard-delete path, which removes both the database rows and the stored files, except where retention is required by law. Deletion mechanics for personal data follow the DPA.
- 13.6 Survival.** The sections on definitions, Customer Data and intellectual property, fees accrued before termination, confidentiality, disclaimers, indemnification, limitation of liability, effect of termination, and general provisions survive termination or expiry.

14. COMPLIANCE WITH LAWS

- 14.1 General.** Each party will comply with the Applicable Law that governs its performance under this Agreement.
- 14.2 Anti-corruption.** Neither party will offer, promise, or give any improper payment or advantage in connection with this Agreement, and each will comply with applicable anti-bribery and anti-corruption laws.
- 14.3 Export and sanctions.** Each party will comply with applicable export control and economic sanctions laws. The Customer represents that it and its Authorized Users are not on a restricted-party list and will not use the Service in a prohibited territory or for a prohibited end use.

15. GENERAL PROVISIONS

- 15.1 Order of precedence.** If there is a conflict, the following order controls: the applicable Order Form (for that order), then the DPA, then this Agreement, then the SLA, then the AUP and other policies, unless a document expressly states that it prevails on a specific subject.
- 15.2 Publicity.** Neither party will use the other's name, logo, or marks in publicity without prior written consent, except that the Provider may identify the Customer as a customer in a factual customer list where the Customer has agreed in the Order Form. A public case study or quote requires the Customer's separate written approval.
- 15.3 Assignment.** Neither party may assign this Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all of its assets on written notice, provided the

successor is not a competitor of the other party. Any other purported assignment is void.

15.4 Subcontractors. The Provider may use subcontractors and Affiliates to perform its obligations and remains responsible for their performance. Subprocessing of personal data is governed by the DPA.

15.5 Notices. Legal notices are given in writing to the contacts stated in the Order Form and, for the Provider, to VendorBenchmark LLC, 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, marked for the attention of Legal, with a copy to legal@vendorbenchmark.com, and are effective on receipt. Operational notices may be given in the Service or by email.

15.6 Force majeure. Neither party is liable for a failure or delay caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, failures of the internet or of utilities, and governmental action, provided it uses reasonable efforts to mitigate and resume performance. This does not excuse payment obligations for the Service already provided.

15.7 Dispute resolution and governing law. The parties will first attempt in good faith to resolve any dispute through their senior representatives within thirty days before commencing proceedings. Unless the applicable Order Form states a different governing law and venue, this Agreement is governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules, and the state and federal courts located in Delaware have exclusive jurisdiction over any dispute not resolved informally. Nothing in this section prevents a party from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its confidential information or intellectual property.

15.8 Entire agreement and amendment. This Agreement, together with the Order Forms and the documents it incorporates, is the entire agreement between the parties on its subject and supersedes all prior discussions, proposals, and agreements. Any purchase order or pre-printed terms the Customer issues are of no effect. Amendments must be in writing and signed or accepted by both parties.

15.9 Waiver and severability. A failure to enforce a provision is not a waiver of it. If any provision is held unenforceable, it is modified to the minimum extent necessary or severed, and the rest remains in full force.

15.10 Independent parties and third parties. The parties are independent contractors, and this Agreement creates no partnership, agency, or joint venture. Except for a party's Affiliates and indemnified persons as stated, this Agreement confers no rights on any third party.

15.11 Counterparts. An Order Form referencing this Agreement may be executed in counterparts and by electronic signature, each of which is an original and together one instrument.

By signing an Order Form that references this Agreement, each party agrees to be bound by it.

Any questions about this document go to legal@vendorbenchmark.com.

EXECUTION

The Provider VendorBenchmark LLC

Signature _____

Name _____

Title _____

Date _____

The Customer

Signature _____

Name _____

Title _____

Date _____