

# Master Services Agreement

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This Master Services Agreement (the "**Agreement**") is made between AutoRFP.ai ("**AutoRFP.ai**"), and the customer entity identified on the applicable Order Form ("Customer" or "You"). This Agreement is effective as of the date of the first Order Form between the parties (the "Effective Date").

This Agreement governs Customer's access to and use of AutoRFP.ai's Services. Each of AutoRFP.ai and Customer may be referred to as a "Party" and together as the "Parties."

**BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.**

## 1. Definitions

- 1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2. "**Agreement**" means this Master Services Agreement and any exhibits, addenda, and Order Forms.
- 1.3. "**Applicable Law**" means all laws, regulations, and rules applicable to a Party's performance under this Agreement.
- 1.4. "**Confidential Information**" has the meaning given in Section 6.
- 1.5. "**Customer Data**" means all electronic data, text, documents, or other materials submitted by or for Customer to the Services, including data from Permitted Users and content uploaded to create Outputs.
- 1.6. "**Documentation**" means AutoRFP.ai's user guides and other documentation for the Services made available to Customer.
- 1.7. "**DPA**" means the Data Processing Addendum, which will be incorporated by reference into this Agreement if AutoRFP.ai processes Personal Data on behalf of Customer.
- 1.8. "**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between the Parties.
- 1.9. "**Output**" means the responses, reports, and other documentation generated by the Services based on Customer Data.

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- 1.10.** “**Permitted User**” means an employee, contractor, or agent of Customer who is authorized by Customer to use the Services.
- 1.11.** “**Personal Data**” means any information relating to an identified or identifiable natural person.
- 1.12.** “**Security Policy**” means AutoRFP.ai’s security exhibit or policy, incorporated by reference herein.
- 1.13.** “**Services**” means the AutoRFP.ai online software platform, including any associated Outputs, support, and professional services specified in an Order Form.
- 1.14.** “**SLA**” means the Service Level Agreement, if applicable and incorporated by reference in an Order Form.
- 1.15.** “**Term**” has the meaning given in Section 10.1.

## 2. The Services

- 2.1. Provision of Services.** Subject to the terms of this Agreement, AutoRFP.ai will provide the Services specified in the applicable Order Form to Customer during the Term.
- 2.2. Permitted Users.** Customer may allow its Permitted Users to use the Services for its internal business purposes, in accordance with this Agreement. Customer is responsible for all acts and omissions of its Permitted Users as if they were Customer’s own.
- 2.3. Customer Responsibilities.** Customer will:
- 2.3.1. be responsible for the accuracy and legality of Customer Data;
  - 2.3.2. use commercially reasonable efforts to prevent unauthorized access to the Services; and
  - 2.3.3. use the Services only in accordance with the Documentation and Applicable Law.
- 2.4. Restrictions.** Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, or otherwise attempt to discover the source code

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of the Services; (b) sell, resell, license, or sublicense the Services; (c) use the Services to build a competitive product or service; (d) use the Services for any fraudulent or unlawful purpose; or (e) interfere with the performance of the Services.

## 3. Customer Data and Outputs

- 3.1. Ownership.** As between the Parties, Customer exclusively owns all right, title, and interest in and to Customer Data and all Outputs.
- 3.2. Limited License to AutoRFP.ai.** Customer grants AutoRFP.ai a limited, non-exclusive, worldwide, royalty-free license to host, copy, transmit, and display Customer Data solely as necessary for AutoRFP.ai to provide the Services to Customer pursuant to this Agreement.
- 3.3. No AI Model Training.** Notwithstanding anything to the contrary in this Agreement, AutoRFP.ai will not use Customer Data to train, retrain, or otherwise improve its or any third-party's artificial intelligence models, with exception to the use of Customer Data to train Customer tenant-specific AI models to provide customized findings and recommendations to Customer solely for Customer's benefit. Customer acknowledges that other customers providing similar AI Input to the AI Features may receive the same or similar AI Output.
- 3.4. Data Security.** AutoRFP.ai will implement and maintain appropriate technical and organizational security measures designed to protect the security, confidentiality, and integrity of Customer Data, as further described in the Security Policy and the DPA (if applicable).
- 3.5. Aggregated Data.** AutoRFP.ai may collect and analyze aggregated, de-identified data derived from the use of the Services ("**Usage Data**") for the purpose of improving and enhancing the Services. For clarity, Usage Data will not contain any Customer Confidential Information or Personal Data.

## 4. Fees and Payment

- 4.1. Fees.** Customer will pay all fees specified in the relevant Order Form ("Fees"). Fees are based on the Services purchased. Payment obligations are non-cancelable and Fees paid are non-refundable, except as expressly provided herein.

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**4.2. Invoicing and Payment.** AutoRFP.ai will invoice Customer in accordance with the Order Form. Unless otherwise stated, invoiced Fees are due thirty (30) days from the invoice date.

**4.3. Taxes.** Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases.

## 5. Intellectual Property Rights

**5.1. AutoRFP.ai IP.** AutoRFP.ai owns all right, title, and interest in and to the Services, its underlying software, Documentation, and all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein.

**5.2. Customer IP.** Customer owns its trademarks, logos, and Customer Data as described in Section 3.1.

**5.3. Feedback.** If Customer provides any suggestions or feedback regarding the Services, Customer grants AutoRFP.ai a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate such feedback into its Services.

## 6. Confidentiality

**6.1. Definition.** “Confidential Information” means all information disclosed by a Party (“Discloser”) to the other Party (“Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential. Customer Data is the Confidential Information of Customer. AutoRFP.ai’s Confidential Information includes the non-public aspects of the Services.

**6.2. Obligations.** The Recipient will: (a) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Discloser in writing, limit access to Confidential Information to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are bound by

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confidentiality obligations with the Recipient containing protections no less stringent than those herein.

**6.3. Compelled Disclosure.** The Recipient may disclose Confidential Information to the extent compelled by law, provided the Recipient gives the Discloser prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure.

## 7. Representations and Warranties

**7.1. Mutual Warranties.** Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

**7.2. AutoRFP.ai Warranties.** AutoRFP.ai warrants that: (a) the Services will perform materially in accordance with the applicable Documentation; and (b) it will provide the Services in a professional and workmanlike manner.

**7.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. Indemnification

**8.1. Indemnification by AutoRFP.ai.** AutoRFP.ai will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that: (a) the use of the Services as permitted hereunder infringes or misappropriates such third party's intellectual property rights; or (b) any unmodified Output generated by the Services infringes such third party's intellectual property rights. This indemnity in 8.1(b) does not apply to the extent the claim arises from Customer Data or Customer's combination of the Output with other materials. AutoRFP.ai will indemnify Customer for any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by AutoRFP.ai in writing of, a claim described in this Section 8.1.

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**8.2. Indemnification by Customer.** Customer will defend AutoRFP.ai against any claim made or brought against AutoRFP.ai by a third party alleging that the Customer Data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates such third party's rights or violates Applicable Law. Customer will indemnify AutoRFP.ai for any resulting damages, fees, and costs.

**8.3. Indemnification Procedures.** The indemnifying Party's obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the claim; (b) giving the indemnifying Party sole control of the defense and settlement of the claim; and (c) providing all reasonable assistance, at the indemnifying Party's expense.

## 9. Limitation of Liability

**9.1. Exclusion of Consequential Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**9.2. General Liability Cap.** EXCEPT FOR THE LIABILITIES DESCRIBED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

**9.3. Super Cap for Core Risks.** THE LIMITATIONS IN SECTION 9.2 WILL NOT APPLY TO LIABILITIES ARISING FROM: (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; (ii) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6; (iii) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iv) A BREACH OF AUTORFP.AI'S OBLIGATIONS UNDER THE DPA. FOR THE LIABILITIES DESCRIBED IN THIS SECTION 9.3, A PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

## 10. Term and Termination

**10.1. Term.** This Agreement commences on the Effective Date and continues until all Order Forms have expired or have been terminated (the "Term"). The initial

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term of each Order Form will be as specified therein. Except as otherwise specified, Order Forms will automatically renew for additional periods equal to the expiring subscription term, unless either Party gives the other written notice of non-renewal at least thirty (30) days before the end of the relevant term.

- 10.2. Termination for Cause.** A Party may terminate this Agreement for cause if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.
- 10.3. Effect of Termination.** Upon termination or expiration, Customer will cease all use of the Services. Within sixty (60) days of termination, upon request, AutoRFP.ai will make Customer Data available for export and will thereafter delete such Customer Data from its systems.
- 10.4. Survival.** Sections 1, 3.1, 4, 5, 6, 8, 9, 10.3, 10.4, and 11 will survive any termination or expiration of this Agreement.

## 11. General Provisions

- 11.1. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction specified in the Order Form, without regard to its conflict of laws principles.
- 11.2. Notices.** All notices must be in writing and will be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) the first business day after sending by email. Notices to AutoRFP.ai shall be sent to the address on its website, and notices to Customer shall be sent to the address on the Order Form.
- 11.3. Assignment.** Neither Party may assign any of its rights or obligations hereunder without the other Party's prior written consent, except that a Party may assign this Agreement in its entirety in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- 11.4. Entire Agreement.** This Agreement, including all exhibits and Order Forms, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings concerning its subject matter.

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- 11.5. Publicity.** AutoRFP.ai may identify Customer by name and logo as a customer on its website and in marketing materials, subject to Customer's reasonable trademark usage guidelines.
- 11.6. Amendment; Waiver.** No amendment to this Agreement will be effective unless in writing and signed by both Parties. No waiver of any right will be effective unless in writing.