SaaS Agreement

2025

This Datavault AI SaaS Agreement (this "Agreement"), effective as of the date set forth on the signature page, is entered into by and between Datavault AI Inc., a corporation organized under the laws of the State of Delaware, with its principal offices at 15268 NW Greenbriar Pkwy. Beaverton, OR 97006 (hereafter referred to as "DATAVAULT AI"), and the following client:

_____

_____

Client Type and Jurisdiction of Organization (for example, "a Delaware corporation")

_____

Client Principal Address (Street, City, State and Zip Code)

_____

Client Phone Number

_____

Client Contact Person   *E-mail*

_____

Client Project Lead Person   *E-mail*

(Hereafter referred to as "Client")

Agreement Body

Client hereby agrees to subscribe to the Datavault AII Technologies Inc. ("DATAVAULT AI") Software-as-a-Service (which service, together with all software and data provided in connection therewith, is collectively hereinafter referred to as the "SaaS Service") provided by DATAVAULT AI under the terms and conditions as set forth herein.

1. **SaaS Service**. The SaaS Service to be provided pursuant to this Agreement shall be comprised of those items specified on the DATAVAULT AI Schedule of SaaS Service (the "Schedule of SaaS Service") annexed hereto for the pricing set forth on the DATAVAULT AI Pricing & Fees (the "Pricing & Fees") annexed hereto and shall be subject to the DATAVAULT AI Terms of Service (the "Terms of Service") annexed hereto. DATAVAULT AI may enhance the SaaS Service from time to time and offer additional capabilities, which may be made available to Client at an additional fee that would be mutually agreed upon.

2. **Payment for SaaS Service.**
   a. For the SaaS Service provided by DATAVAULT AI, Client shall pay the charges specified in the Pricing & Fees. Except as otherwise set forth in the Pricing & Fees, the payment terms are net cash, without discount, payable within thirty (30) days of the date of the invoice. Monthly charges shall be invoiced each calendar month in advance. Any payment not received within thirty (30) days of the date of the invoice shall be subject to a service charge from the due date at a rate of one and a half percent (1-1/2%) per month on the delinquent balance. Failure by Client to make payment on any invoice on or before the due date will constitute a breach of this Agreement.
   b. DATAVAULT AI's charges do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchase of the SaaS Service hereunder. For clarity, DATAVAULT AI is solely responsible for taxes assessable against DATAVAULT AI based on DATAVAULT AI's income, property, and employees.

3. **Intellectual Property License.** As part of this Agreement, DATAVAULT AI hereby grants to Client a non-exclusive, non-sublicensable, non-assignable and otherwise non-transferable, royalty free and limited license (the "Patent License") to use the Patents of DATAVAULT AI solely in connection with the SaaS Service provided by DATAVAULT AI during the term hereto. The term "Patents" as used herein shall include without limitation any patents issued to DATAVAULT AI on any pending, provisional, or later filed applications, and any reissues extensions, divisions, continuations and continuations-in-part in the United States. The Patents shall include at least currently registered U.S. patents DATAVAULT AI: PCT/US19/59920, 19882248.8, 17/291,411, PCT/US20/25495, 16/870,689, 17/039,591, 17/119,479, 17/132,984, 17/244,284 Adio: 10,242,518, 10,497,196, 16/681,459, 15/844,531, 15/928,685, 10,460,709, 10,878,788, 17/101,807, 16/547,964, 16/125,236. This Patent License does not grant Client any right or license to make, use, sell or enforce products or services outside those provided by DATAVAULT AI utilizing the Patents without the prior written consent of DATAVAULT AI. DATAVAULT AI hereby grants to Client a non-exclusive, non-sublicensable, non-assignable and otherwise non-transferable, royalty-free, and limited license to use DATAVAULT AI's

trademarks (the "Trademarks") solely in connection with the SaaS Service during the term hereof. Client agrees that DATAVAULT AI shall have the right to check the use of the Trademarks to ensure proper usage and Client will implement any changes or modifications requested by DATAVAULT AI. DATAVAULT AI does not transfer any intellectual property right to Client except for the limited rights granted herein.

4. **Term of Agreement; Termination**.
   a. Except as herein provided, the initial term of this Agreement shall be a period commencing on the date of this Agreement and continue for the term selected by Client on the Pricing & Fees Schedule on Page 6 of this Agreement (and if Client makes no selection, the initial term shall be deemed to be twelve (12) months). Except as provided in Section 4(b), thereafter, the SaaS Service term will be for twelve (12) months giving the Client the option to terminate this Agreement after six (6) months of service for any reason whatsoever. If Client does not notify DATAVAULT AI at least thirty (30) days prior to the termination date, the Agreement will continue for the remainder of the initial term. After the initial twelve (12) month term, DATAVAULT AI may increase prices for the SaaS Service at any time upon not less than sixty (60) days prior written notice to Client. Client shall have the right to terminate this Agreement within sixty (60) days of the effective date of any price increase.
   b. DATAVAULT AI shall have the right to terminate this Agreement upon ten (10) days prior written notice to Client in the event of the breach of this Agreement by Client, unless Client cures such breach within such ten (10) day period. Such breach may include improper use of the SaaS Service that reflects negatively upon DATAVAULT AI, as determined by DATAVAULT AI at its sole and absolute discretion.

5. **Charges.** On written notice to DATAVAULT AI, Client may add to the SaaS Service as designated in the Schedule of SaaS Service and Pricing & Fees or add additional features as offered from time to time by DATAVAULT AI. Additions will be invoiced at the then-current DATAVAULT AI price.

6. **Training & Development**. Client will receive training and development dependent on the subscription package but shall pay all additional training and development expenses as required unless specified as included in the SaaS Service. No charges will be billed without written approval.

7. **Additional Charges and Taxes**. Any sales, use, excise, value added and local property taxes will be payable by Client, should such taxes be applicable.

8. **Assignment.** This Agreement may not be assigned by Client without the written consent of DATAVAULT AI, which consent will not be unreasonably withheld.

9. **Applicable Law; Venue**. This Agreement shall be governed by and interpreted according to the laws of the State of New York, without giving effect to the choice of law provisions of such State. Any actions for enforcement of this Agreement or interpretation of any of the provisions of this Agreement or otherwise arising out of or relating to this Agreement shall be brought only in the state courts of or in the federal courts located in the State of New York. The parties agree to submit to the jurisdiction of such courts.

10. **Severability.** Each paragraph and provision of this Agreement is severable from the Agreement and if one provision or part is declared invalid, the remaining provisions or parts shall nevertheless remain in full force and effect.

11. **Entire Agreement**. This Agreement, including the attached Schedule of SaaS Service, Pricing & Fees and Terms of Service, embody the entire Agreement and understanding between Client and DATAVAULT AI and supersedes any and all prior agreements and understandings, express or implied, relating to the subject matter hereof. No other agreement or understanding verbal or otherwise exists between the parties except as herein set forth.

12. **Notices**. With respect to communications regarding this Agreement, Client should submit any notifications to DATAVAULT AI by email to operations@vault.email.

[Remainder of page left blank; Signature on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

Dated: _____

Client   **Datavault AI Inc.**

_____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Datavault AI Inc. Terms of Service

USE RESTRICTIONS; SOFTWARE AND DATA.

a. Client acknowledges and agrees that the SaaS Service (and any data or software that is provided as part of the SaaS Service) is confidential and may be used only for Client's internal use and use with Client's internet web site, and only while this Agreement continues in force.

b. Client agrees not to use the SaaS Service (including, without limitation, any data or software that is provided as part of the SaaS Service) in any manner except as expressly permitted hereunder and further agrees not to reverse engineer, decompile, disassemble or otherwise seek to duplicate the performance characteristics of the SaaS Service software or any part thereof, nor to sell, assign, disclose, furnish or redistribute the SaaS Service or any data or software provided therewith to any other person or entity, and shall confine knowledge of and access to the SaaS Service software and data only to its employees who require such knowledge and access in the ordinary course and scope of their employment by Client.

c. Client acknowledges that installation and ongoing operation of the SaaS Service may, from time-to-time, require changes to DATAVAULT AI software resident on Client's hardware; and that software for such changes shall be made available by DATAVAULT AI to Client, at DATAVAULT AI's expense, provided that Client agrees to install such software on its hardware and renders reasonable cooperation to DATAVAULT AI (such cooperation to include without limitation, commercially reasonable modification or upgrade to Client's equipment and software). Should Client elect not to modify or upgrade its equipment and software as may be reasonable required, DATAVAULT AI may, in its sole and absolute discretion, cease supporting the SaaS Service.

Proprietary Rights. Client acknowledges and agrees that all proprietary rights in the SaaS Service (including, without limitation, any data or software that is provided as part of the SaaS Service) are and shall remain the property of DATAVAULT AI and its third-party licensors. Client acknowledges that the SaaS Service was compiled, prepared, selected and arranged by Data Vault and its licensors through the expenditure of substantial time, effort and money, and that it constitutes valuable property of DATAVAULT AI and its licensors.

Limitation of Liability and Disclaimer of Warranties. ALTHOUGH DATAVAULT AI ENDEAVORS TO USE CARE WITH RESPECT TO PROVIDING THE SAAS SERVICE, DATAVAULT AI MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE SAAS SERVICE (INCLUDING ANY SOFTWARE, DATA OR EQUIPMENT PROVIDED AS PART THEREOF). NEITHER DATAVAULT AI NOR ANY THIRD-PARTY DATA, SOFTWARE OR EQUIPMENT PROVIDERS WARRANT THAT THE SAAS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SAAS SERVICE. CLIENT EXPRESSLY AGREES THAT USE OF THE SAAS SERVICE IS AT CLIENT'S SOLE RISK. ACCORDINGLY, NEITHER DATAVAULT AI NOR ANY THIRD-PARTY DATA, SOFTWARE OR EQUIPMENT PROVIDERS WILL IN ANY WAY BE LIABLE TO CLIENT OR TO ANY OTHER ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR DELAYS, REGARDLESS OF CAUSE, IN THE SAAS SERVICE OR IN ANY DATA,

INFORMATION OR SOFTWARE CONTAINED THEREIN, OR CAUSED BY ANY DATAVAULT AI OR THIRD-PARTY EQUIPMENT OR SOFTWARE USED IN CONNECTION THEREWITH, OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT DATAVAULT AI OR ANY SUCH THIRD PARTIES ARE DEEMED LIABLE IN ANY MANNER. IN ANY EVENT, THE PARTIES AGREE THAT DATAVAULT AI'S LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT CLIENT HAS PAID FOR THE SAAS SERVICE DURING THE PRECEDING 12-MONTH PERIOD. DATAVAULT AI SHALL NOT BE LIABLE TO ANY CLIENT FOR ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR CONDITION CAUSED DIRECTLY OR INDIRECTLY BY FIRE, EXPLOSION, ACCIDENT, FLOOD, LABOR TROUBLE, WEATHER CONDITION, ANY REGULATION, RULE OR ACT OF ANY GOVERNMENT OR GOVERNMENT AGENCY, OR THE INABILITY TO OBTAIN OR SHORTAGE OF SUITABLE MATERIAL, COMPONENTS, PARTS, EQUIPMENT, MACHINERY, FUEL, POWER, COMMUNICATION FACILITIES OR TRANSPORTATION, ACT OF GOD, ARMED CONFLICTS, CIVIL COMMOTION OR ANY OTHER CAUSE OF LIKE CHARACTER BEYOND THE REASONABLE CONTROL OF DATAVAULT AI.

Indemnification. Client shall be responsible for and shall indemnify and hold DATAVAULT AI, its employees, agents, licensors and licensees harmless at all times against and in respect of:

a. All claims, liabilities, obligations or damages resulting from any misrepresentation, breach of warranty, or non-performance of any covenant or agreement on the part of Client under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to DATAVAULT AI under this Agreement;

b. All claims, liabilities, obligations, or damages claimed or demanded by third parties against DATAVAULT AI or by Client's employees, agents or licensees, and arising out of, directly or indirectly, Client's use of the SaaS Service;

c. All claims, liabilities, obligations or damages incident to any claim by any municipal, state or federal agency or subdivision resulting from any violation of municipal, state or federal ordinances, regulations or laws based on Client's use of the SaaS Service; and

d. All actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorney's fees) incident to any of the foregoing.

TRADEMARK AND COPYRIGHT INFRINGEMENT.

a. DATAVAULT AI shall indemnify Client and hold it harmless against all claims and damages, including without limitation, reasonable attorney's fees, which Client incurs as a result of any claim against Client that the SaaS Service infringes any copyright or proprietary right of any third party, provided that: (i) Client notifies DATAVAULT AI promptly in writing of the assertion of such claims; (ii) DATAVAULT AI has sole control over the defense or settlement of such claim; and (iii) Client's use of the SaaS Service has been in accordance with the terms and restrictions of this Agreement.

b. In the event of a claim for infringement, DATAVAULT AI reserves the right to terminate this Agreement with respect to the allegedly infringing portion of the SaaS Service and either to substitute another or substantially similar SaaS Service therefore, or to refund to Client the pro rata share of any prepaid fees relating to such terminated SaaS Service.

Content Used in SaaS Service. All web site content provided by Client for handling, editing and inclusion in the SaaS Service shall be provided with the full authority of Client for duplication or broadcast without infringement on any copyright or third-party ownership rights.

a. Client hereby grants DATAVAULT AI during the term of this Agreement a non-exclusive, worldwide, royalty-free right and license to: (i) use, reproduce, encode, transmit, publicly perform, publicly display and distribute content as necessary or desirable for DATAVAULT AI's provision of the SaaS Service; and (ii) use the trademarks, logos and trade names of Client and any third parties contained in Client-provided content solely in connection with DATAVAULT AI's provision of the SaaS Service.

b. Except for the SaaS Service provided by DATAVAULT AI, Client shall be solely responsible for all matters relating to content, including, without limitation, all offers, promotions, discounts, promises and updates of content. Client shall have the right to alter, modify and delete content at any time.

c. Client shall provide DATAVAULT AI with reasonable support and assistance in connection with DATAVAULT AI's provision of the SaaS Service throughout the term of this Agreement.