

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is made and entered into as of the date of last signature below (“**Effective Date**”), by and between Klarissa.AI, INC., a Delaware corporation with offices at 8400 Normandale Lake Blvd. Suite 920, Bloomington, Minnesota 55437 (“**Klarissa.AI**”), and #PARTY B NAME#, a #STATE OF FORMATION# #ENTITY TYPE#, with offices at #PARTY B ADDRESS# (“**Customer**”). This Agreement and contains the terms and conditions that govern Customer’s use of Klarissa.AI artificial intelligence (“**AI**”) powered services and Customer’s receipt of any other services provided by Klarissa.AI as set forth in the documents used by Customer for placing its order(s) (each, an “**Order Form**”).

NOW, THEREFORE, in consideration of the mutual promises of the parties, and the mutual benefits to be gained by performance, Customer and Klarissa.AI agree as follows:

1. **Services.** Klarissa.AI shall set up and make available for use by Customer the AI services with the features set forth in the applicable Order Form (the “AI Services”). Klarissa.AI shall also be responsible for the initial set up and providing support services as set forth in the SLA and the applicable Order Form (the “Support Services”, and together with the AI Services, the “Services”).

2. **AI Services.**

2.1 **Grant.** Subject to the terms of this Agreement, Klarissa.AI hereby grants Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferrable license to: (a) use the AI Services specified in an Order Form for the number of Customer locations in the Order Form (“**Authorized Locations**”) solely for Customer’s internal business purposes at the Authorized Locations and in accordance with this Agreement; and (b) use the user documentation for the AI Services provided or made available by Klarissa.AI solely for Customer’s use of the AI Services.

2.2 **Restrictions.** Customer may not, and may not permit any third party to, use the AI Services in any manner or for any purpose other than as expressly permitted by this Agreement. Customer may not, or may not attempt to, and may not permit any third party to: (a) modify, alter, tamper with, copy, translate, or otherwise create derivative works of the AI Services or any part thereof or otherwise attempt to discover any source code or modify the AI Services in any manner or form; (b) reverse engineer, disassemble, or decompile the AI Services or apply any other process or procedure to derive the source code of any software included in the AI Services; (c) sell, rent, lease, sublicense, lend, or time-share the AI Services; (d) attempt to circumvent technological measures that control access to or use of the AI Services; (e) use the AI Services for competitive or benchmarking analysis or to develop, create,



train, improve or build any product or service, including any product or service that competes with, or is similar to, the AI Services; (f) copy, frame, or mirror any content forming part of the AI Services; (g) use the AI Services in a manner that interferes with other users' use of the AI Services; (h) take any action that imposes an unreasonable or disproportionately large load on the AI Services, or any systems or networks related to the AI Services, as determined by Klarissa.AI in its sole discretion; (i) attempt to gain unauthorized access to the AI Services, or any systems or networks related to the AI Services; or (j) use the AI Services in any manner that violates Klarissa.AI's policies or applicable law.

2.3 Modifications. Klarissa.AI shall be the exclusive owner of any and all rights of copyright, patent rights, trade secret rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever now existing or later arising (collectively, "**IP Rights**") in connection with the Services and any and all updates, improvements, enhancements, or modifications to the Services (collectively, the "**Modifications**"), regardless of whether the Modifications are conceived or developed by Klarissa.AI or Customer. Any and all Modifications shall become the property of Klarissa.AI. Customer hereby transfers, sells, and assigns to Klarissa.AI all of Customer's right, title, and interest, if any, in and to any Modifications which Customer may conceive or develop, including without limitation, all IP Rights associated with such Modifications.

2.4 Reserved Rights. Klarissa.AI owns and reserves all right, title, and interest in and to the AI Services and all IP Rights therein. This Agreement does not grant Customer any rights in or to the AI Services or any of its components except for the limited rights to use the AI Services expressly granted by this Agreement.

2.5 Changes to the AI Services; Support. Klarissa.AI may change or remove features or functionality of the AI Services at any time. Customer agrees that it has not relied on the promise of availability of any future functionality of the AI Services or any other future product or service in executing this Agreement or any Order Form. Klarissa.AI will provide second-level support to Customer's designated contacts. Customer is responsible for providing first-level (i.e., help desk) support and training to Customer's employees, customers and agents who use the AI Services.

2.6 Service Levels. Subject to Customer's compliance with all of the terms and conditions of this Agreement, including payment obligations, Klarissa.AI will provide the Services in accordance with the Service Level Agreement Policy available at <https://klarissa.ai/sla/>.

3. Customer's Obligations.

3.1 Customer shall promptly provide Klarissa.AI all information, materials and items ("**Customer Materials**") reasonably requested by Klarissa.AI that is necessary for Klarissa.AI to



perform the Services. Customer is responsible for the accuracy of Customer Materials and for procuring any permissions, licenses or consents needed for Klarissa.AI to use the Customer Materials to provide the Services. Customer's delay in providing Klarissa.AI requested Customer Materials may result in a delay to the delivery of the Services. Klarissa.AI shall have no liability or responsibility for any delays in its performance caused by any delay by or failure of Customer to perform any of its obligations.

3.2 In addition to Customer's other obligations under this Agreement, Customer agrees to: (a) meet and maintain all telephone, computer, software, browser, internet connection, and/or other technical specifications required to access and use the AI Services; (b) maintain and comply with a privacy policy that is consistent with industry privacy and security standards and all applicable legal requirements; (c) ensure that Customer is entitled to collect and transfer the relevant data to enable Klarissa.AI to lawfully use, process, and transfer Customer Data (as defined below) on Customer's behalf in accordance with this Agreement; and (d) ensure that the relevant third parties have been informed of, and have given their consent to, such transfer, use, and processing, as required by all applicable data protection and privacy laws.

3.3 Policies. Customer's use of the AI Services is subject to the Klarissa.AI Privacy Policy currently referenced at <https://klarissa.ai/privacy>, as may be updated from time to time, and any other policy or terms for access to and/or use of the AI Services, as updated from time to time and as provided to Customer or posted on Klarissa.AI's web site (collectively, the "**Policies**").

4. **Fees and Payment.**

4.1 Fees. Customer will pay the charges and fees for the Services (the "**Fees**"), as described in the applicable Order Form(s). Except as otherwise specified herein or in an Order Form, Fees shall be paid in advance and are based on services purchased (e.g., the number of locations) and not actual usage. Unless otherwise specified in an Order Form, payment obligations are noncancelable and fees paid are non-refundable. Klarissa.AI may increase Fees for any existing Services at the next renewal term for the Services by providing Customer sixty (60) days' notice.

4.2 Invoicing and Payment. An Order Form may contain additional invoicing and payment terms. Klarissa.AI will invoice Customer for the Fees and Customer will pay the Fees using one of the payment methods Klarissa.AI accepts. Customer is responsible for providing complete and accurate billing and contact information and notifying Klarissa.AI of any changes to such information. Unless otherwise specified in an Order Form, all invoices are due thirty (30) days from the invoice date. All payments due are in U.S. dollars. If Customer wishes to dispute any Fees contained in any invoice, Customer must notify Klarissa.AI in writing prior to



the date that payment of such invoice is due or the invoice will be deemed correct and Customer waives its right to dispute it.

4.3 Overdue Charges. If any Fees are not received by Klarissa.AI or disputed by the due date or if any payment Customer has made to Klarissa.AI is reversed or charged back, Klarissa.AI may suspend all Services until Customer has made alternative payment arrangements satisfactory to Klarissa.AI. Any reversed or charged back payments, until paid in full, shall bear interest at a rate of 1.5% per month (or the highest rate permitted by law, if less) from the reversal/chargeback date until paid. Customer agrees to pay all costs (including attorneys' fees) incurred by Klarissa.AI in collecting any unpaid Fees or other charges from Customer.

4.4 Taxes. Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer shall otherwise be responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under this Agreement, other than any taxes imposed on Klarissa.AI's income.

5. Term and Termination.

5.1 Term. This Agreement will commence upon the Effective Date and continue for successive one (1) year periods thereafter unless otherwise stated in the applicable Order Form and unless terminated earlier in accordance with the terms hereof. Except as otherwise set forth in an Order Form, this Agreement will automatically terminate on the date that is sixty (60) days after the termination or expiration of all Order Forms. Except as otherwise set forth in an Order Form, each Order Form shall be effect for the initial term specified therein and thereafter shall automatically renew for successive renewal terms of one (1) year each unless a party provides the other party written notice of non-renewal at least sixty (60) days before the expiration of the then-current term. Customer may increase or decrease the number of Authorized Locations at each renewal. The expiration or termination of an Order Form shall not affect any other Order Form still in effect, and shall not terminate this Agreement with respect to other Order Forms that remain in effect. Termination of this Agreement shall terminate all Order Forms then in effect.

5.2 Suspension. Klarissa.AI may suspend provision of the Services immediately upon notice to Customer if Klarissa.AI determines in its reasonably discretion: (a) Customer is violating Section 2.2.; (b) Customer's use of the AI Services may subject Klarissa.AI or any third party to liability or may adversely impact the operation of the AI Services; or (c) Customer is delinquent on its payment obligations for more than fifteen (15) days after Klarissa.AI provides Customer notice of overdue payment. If Klarissa.AI suspends provision of the Services, Customer remains responsible for all fees Customer has incurred through the date of



suspension and for any applicable fees for any Services to which Customer continues to have access to or use of. Klarissa.AI will resume provision of the Services once the reason for suspension has been resolved. Klarissa.AI's right to suspend Customer's right to use the AI Services is in addition to Klarissa.AI's right to terminate this Agreement pursuant to Section 5.3.

5.3 Termination.

(a) By Either Party. If either party materially breaches any of its duties or obligations in this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the breach, then the non breaching party may terminate this Agreement for cause as of the date specified in such notice, except that in the case of non-payment by Customer, such cure must be made within fifteen (15) days after Klarissa.AI provides Customer with written notice (email acceptable) of such non-payment. In addition, this Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

(b) By Klarissa.AI. Klarissa.AI may also terminate this Agreement immediately, without notice or liability, if Klarissa.AI determines in its sole discretion that: (i) the reasons for suspension in Section 5.2 will not be cured; or (ii) Klarissa.AI's relationship with a third party partner who provides software, content, data, or other technology Klarissa.AI uses to provide the Services expires, terminates or requires Klarissa.AI to change the way it provides part of the Services, in such a case Klarissa.AI will take commercially reasonable efforts to provide Customer with at least sixty (60) days' advance notice of such a change where feasible; or (iii) Klarissa.AI's provision of any of the Services to Customer has become impractical or unfeasible for any legal or regulatory reason. Klarissa.AI also has the right, upon notice to Customer, to immediately to terminate, suspend, or amend this Agreement, without liability to comply with any order issued or proposed to be issued by any governmental agency or to comply with any provision of law or regulation.

5.4 Effect of Termination. Upon termination of this Agreement, Klarissa.AI shall cease providing the Services and Customer's rights to use the AI Services terminate. Upon termination of this Agreement, Customer remains responsible for all Fees Customer has incurred through the date of termination. Klarissa.AI has no obligation to refund to Customer any prepaid Fees unless specified in the applicable Order Form. Upon Klarissa.AI's receipt of Customer's request within thirty (30) days of termination of this Agreement, Klarissa.AI will provide Customer with an export of its Customer Data in a .CSV or .XLS or similar file format that Klarissa.AI provides to its other customers.

6. **Customer Feedback.** Customer hereby grants to Klarissa.AI a royalty-free, fully paid, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into Klarissa.AI's products or services any suggestions, support or enhancement requests,

recommendations or other feedback provided by Customer relating to the Services (collectively, “**Feedback**”). Klarissa.AI is under no obligation to respond to or implement any Feedback provided by Customer.

7. Confidentiality.

7.1 Restrictions on Disclosure and Use. Each party may disclose (the “**Discloser**”) Confidential Information (as defined below) to the other party (the “**Recipient**”). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own Confidential Information. The Confidential Information shall not be disclosed or used except to the Recipient’s employees or subcontractors who have a need to know such Confidential Information in order to enable the Recipient to perform its obligations under this Agreement and only to the extent necessary for such purposes; provided, that the Recipient shall be responsible for any breach of these confidentiality provisions by its employees and subcontractors. A party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. A party’s confidentiality obligations survive termination of this Agreement.

7.2 Confidential Information. “**Confidential Information**” means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder.

7.3 Return of Confidential Information. Upon the termination of this Agreement, or upon the Discloser’s written request, the Recipient shall deliver to the Discloser all of the Discloser’s Confidential Information that the Recipient may have in its possession, including without limitation, any and all copies of any materials containing the Discloser’s Confidential Information; provided, however, the provisions of this Section shall not affect either party’s rights or obligations with respect to materials, items, information, or technology required to be



delivered, backed-up, retained, or otherwise maintained under the other provisions of this Agreement or to comply with applicable law.

8. **Data.**

8.1 Customer Data. As between the parties, Customer owns the data input by Customer into and stored in the AI Services ("**Customer Data**"). During the term of this Agreement, Customer hereby grants to Klarissa.AI a non-exclusive license to use, display, transmit, process, store, maintain, modify, and distribute Customer Data for the purpose of providing the Services to Customer in accordance with this Agreement. Klarissa.AI will maintain physical, administrative, and technical safeguards that are designed to protect Customer Data from unauthorized use or access. Klarissa.AI will have no liability for the loss or alteration of any Customer Data or its acquisition by another party, except for its failure to comply with its own security procedures. In the event of a security incident that affects the security, confidentiality or integrity of Customer Data, Klarissa.AI will notify Customer without undue delay. If a security incident affects the privacy of personal information contained in Customer Data regulated by a relevant regulatory body, Klarissa.AI agrees to coordinate any communication required by Customer to affected individuals according to a process mutually agreed upon between Klarissa.AI and Customer.

8.2 Aggregate Data. Customer agrees that (i) Klarissa.AI may collect, use, create, disclose, market, license and sell Aggregate Data for any purpose, (ii) Klarissa.AI owns the Aggregate Data, and (iii) Customer has no interest in the Aggregate Data, or in the proceeds of any sale, license, or other commercialization thereof. "**Aggregate Data**" shall mean data, including metadata, collected in and generated from the AI Services during the term of this Agreement that does not include names, email addresses, street addresses, the identity of Authorized Locations, Customer's Confidential Information or any other information that when viewed in a data set could reasonably identify Customer or its franchisor's franchise system (as applicable).

8.3 Training AI. Customer agrees that Klarissa.AI may use Customer Data for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence model, and algorithm improvement for its AI products and services and may disclose such data to its provider or source of generative AI services. Klarissa.AI shall also own all artificial intelligence machine learning developed or acquired in providing the Services (excluding Customer Data).

9. **Representations and Warranties; Disclaimer.**

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other that such party: (a) is a duly incorporated, organized or formed entity, validly existing and in good standing under the laws of the jurisdiction of its organization as described above



and will be at all times during the term of this Agreements; (b) is free and able to enter into and perform its obligations under this Agreement and applicable to its business; and (c) shall comply with all applicable laws, rules, and regulations in its performance of its obligations under this Agreement.

9.2 Services Warranty. Klarissa.AI warrants to Customer that: (a) during the term of any Order Form for AI Services, the AI Service will conform, in all material respects, with the documentation and will be provided in accordance with the SLA; and (b) all Support Services will be provided in a professional and workmanlike manner. Klarissa.AI does not warrant that it will be able to correct all reported defects or that use of the AI Services will be uninterrupted or error free. Klarissa.AI makes no warranty regarding features or services provided by third parties. Customer must provide Klarissa.AI notice of any breach of the foregoing warranties within thirty (30) days after such Services have been delivered or performed or such Services will be deemed accepted by Customer. For any breach of the foregoing warranties raised within the foregoing period, Klarissa.AI will, at no additional cost to Customer, use commercially reasonable efforts to remedy the Services in order to enable the Services to conform to the applicable warranty. Customer will provide Klarissa.AI with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this Section 9.2 are Customer's sole remedies for breach of the above warranties. Such warranties shall only apply if the Services have been utilized by Customer in accordance with the terms of this Agreement.

9.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS." KLARISSA.AI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, KLARISSA.AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. **Limitation of Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KLARISSA.AI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND/OR DATA) ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EVEN IF KLARISSA.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



EXCEPT FOR DAMAGES ARISING FROM KLARISSA.AI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE AGGREGATE LIABILITY OF KLARISSA.AI ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AGGREGATE FEES ACTUALLY RECEIVED BY KLARISSA.AI FROM CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES OCCURRED.

11. **Indemnification.**

11.1 By Customer. Customer will defend, indemnify, and hold harmless Klarissa.AI, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's breach of this Agreement; (b) allegations that the Customer Materials or Customer Data infringe or misappropriate the rights of any third party; or (c) regulatory inquiries and investigations of Customer.

11.2 By Klarissa.AI. If a third party claims against Customer that the AI Services infringe such third party's U.S. copyright or U.S. patent issued as of the Effective Date (each, an "**IP Claim**"), Klarissa.AI will defend the IP Claim and pay all costs of defense of such claim, and will indemnify and hold harmless Customer from and against all settlement amounts agreed upon by Klarissa.AI or damages finally awarded by a court of competent jurisdiction to such third party. Klarissa.AI's obligations shall not apply to a claim that is based upon: (i) Customer's modification to the AI Services or use of the AI Services in combination with its other or third party technology; (ii) Customer Materials or Customer Data; or (iii) Customer's use of the AI Services in a manner not permitted under this Agreement. In the event that Klarissa.AI determines a risk of an infringement claim, at its option and expense, Klarissa.AI may: (x) replace or modify the AI Services with equivalent features or replacement services so that the AI Services is no longer infringing; (y) obtain for Customer the right to continue using the AI Services; or if x and y are not practicable, (z) terminate this Agreement and refund Customer for any prepaid unused Fees as of the date of termination.

11.3 Procedures. The party seeking indemnification (the "**Indemnified Party**") will promptly notify the other party (the "**Indemnifying Party**") of any claim subject to this Section 11, but the Indemnified Party's failure to promptly provide such notification will only affect the Indemnifying Party's obligations under this Section 12 to the extent that such failure prejudices the Indemnifying Party's ability to defend the claim. The Indemnifying Party may: (a) use counsel of its own choosing to defend against any claim; and (b) settle the claim as the Indemnifying Party deems appropriate, provided that it obtains the Indemnified Party's prior written consent before entering into any settlement. The Indemnified Party shall give the



Indemnifying Party's all reasonable assistance, at the Indemnifying Party's expense. However, the Indemnified Party may participate in the defense of the claim at its own expense and in a manner not disruptive to the Indemnifying Party's conduct of the defense.

11.4 **Exclusive Remedy.** Section 11.2 states Klarissa.AI's sole liability to Customer, and Customer's sole and exclusive remedy against Klarissa.AI, for any type of claim described in Section 11.2.

12. **Independent Contractors.** Nothing contained in this Agreement should be deemed to constitute either party being an agent, representative, partner, joint venture or employee of the other party for any purpose. Klarissa.AI and Customer are independent contractors and neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of law provisions.

14. **Disputes; Arbitration.** Any controversy or claim between the parties arising out of or relating to this Agreement, or the breach thereof, including but not limited to any controversy or claim arising out of or relating to the design, development, license, sale, or use of artificial intelligence (AI), machine learning, large language model, or generative AI systems, tools, or products, shall be resolved as follows: Members of the senior management of both parties shall meet (either in person, telephonically or virtually) to attempt to resolve such disputes. If a dispute cannot be resolved within twenty (20) business days of the first request for such meeting, then the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be in Hennepin County, Minnesota. Each party shall bear its own costs and expenses and an equal share of the arbitrators and administrative fees of arbitration. Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property.

15. **Jurisdiction.** Subject to the arbitration requirement set forth in Section 14 above, venue for any litigation arising out of or otherwise relating to the Agreement will be in state and federal courts of competent jurisdiction located in Hennepin County, Minnesota, which will have exclusive jurisdiction over such litigation. Nothing in the Agreement will prevent either party from seeking any stay of proceedings or preliminary or temporary injunctive relief from a court of competent jurisdiction either to enforce the parties' agreement to arbitrate any dispute under Section 14 or to enjoin the other party's breach of its confidentiality obligations under the Agreement.

16. **Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, natural disaster, substantial inoperability of the internet, disruption or unavailability of communication facilities, acts of war, acts of terrorism, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party; provided, however, if such reasons or conditions remain in effect for a period of more than sixty (60) days, either party may terminate this Agreement.
17. **Survival.** The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.
18. **Remedies.** Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.
19. **Publicity.** Customer hereby grants Klarissa.AI a non-exclusive license during the term of this Agreement to list Customer's name and display Customer's logo on Klarissa.AI's website and to use Customer's name and logo in Klarissa.AI's customer lists but only to the extent that other customers of Klarissa.AI are on such list.
20. **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
21. **Subcontracting.** Klarissa.AI shall be entitled to subcontract any part of the Services or any of its obligations under this Agreement to a third party, provided that Klarissa.AI shall remain primarily liable to Customer under this Agreement.
22. **Notices.** Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if sent by confirmed e-mail, when received, (b) if sent by messenger or reputable overnight courier service, when delivered; and (iii) shall be addressed to each party at its address set forth above, or at such other address as the parties shall designate in writing by confirmed e-mail or overnight courier service.
23. **No Waivers.** The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.



24. **Assignment.** Customer may not assign this Agreement, either in whole or part, without the express written consent of Klarissa.AI. Any assignment without such consent shall be null and void. Klarissa.AI may assign this Agreement to any affiliated company or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of a party's assets, without the consent of Customer. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

25. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

26. **Website References.** References to URLs or websites in this Agreement or an Order Form include any successor URLs or websites designated by Klarissa.AI.

27. **Entire Agreement.** This Agreement includes Order Forms and Policies and is the entire agreement between Customer and Klarissa.AI regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Klarissa.AI, whether written or verbal, regarding the subject matter of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, but solely with respect to the Services purchased by Customer, (2) this document, and (3) the Policies. Klarissa.AI will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any purchase order, receipt, acceptance, confirmation, correspondence, online vendor system, or other document. No amendments to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. This Agreement has been prepared in English, and English is the controlling language with respect to all matters concerning this Agreement.

28. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement, and any counterpart hereof, may be executed and delivered via facsimile or other electronic means, including portable document format (PDF) and secure electronic signature (such as ZohoSign), and copies of the same bearing the signatures of the parties shall be as effective as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.



Customer: #PARTY B NAME#

Klarissa.AI: Klarissa.AI, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Last updated March 14, 2025

4922-6130-2816, v. 2