

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into between Sedra Solutions USA LLC, a Delaware limited liability company ("**Sedra**"), and the customer identified in the applicable Order Form or other ordering document ("**Customer**"). This Agreement is effective as of the effective date of the first Order Form referencing this Agreement, or if accepted online, the date Customer accepts it (the "**Effective Date**").

If you are accepting this Agreement on behalf of an entity, you represent that you have authority to bind that entity. If you do not have that authority, or do not agree to this Agreement, you must not accept it or use the Services.

1. DEFINITIONS

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests of the entity.

"Authorized User" means an employee, contractor, or other individual authorized by Customer to use the Services on Customer's behalf.

"Customer Data" means data, content, materials, prompts, files, records, and other information submitted to the Services by or for Customer, including by Authorized Users.

"Documentation" means Sedra's standard user guides and technical documentation for the Services made available by Sedra.

"Order Form" means an order form, statement of work, online order page, or similar ordering document that references this Agreement and sets out the Services purchased, fees, and Subscription Term.

"Output" means content, analyses, summaries, recommendations, or other results generated by the Services in response to Customer Data or Customer use of the Services.

"Services" means Sedra's hosted software, AI-enabled tools, professional services, support, and other services identified in an Order Form.

"Subscription Term" means the period during which Customer is authorized to use the applicable Services, as set out in the Order Form.

2. SERVICES

2.1 Provision of Services. Subject to this Agreement and the applicable Order Form, Sedra will provide the Services to Customer during the applicable Subscription Term.

2.2 Right to Use. Sedra grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services, and to permit

Authorized Users to do so, solely for Customer's internal business purposes and in accordance with this Agreement, the Documentation, and the applicable Order Form. Customer will not use the Services in any manner prohibited by the Agreement, Documentation, or applicable Order Form.

2.3 Affiliates. Customer Affiliates may use the Services only if expressly permitted in the Order Form. If an Affiliate places an Order Form under this Agreement, that Affiliate becomes bound by this Agreement as if it were "Customer" for that Order Form.

2.4 Changes. Sedra may update the Services from time to time, provided that Sedra will not materially reduce the core functionality of the Services during a paid Subscription Term. Customer agrees its purchases are not contingent on any future functionality or features, or dependent on any oral or written public comments made by Sedra regarding future functionality or features.

2.5 Support and Service Levels. Sedra's support terms and service level commitments are set forth in the Support and Service Level Addendum available at sedrasolutions.com/sla (the "SLA"), which is incorporated into this Agreement by reference.

3. CUSTOMER RESPONSIBILITIES

3.1 Authorized Users and Accounts. Customer is responsible for all use of the Services under its accounts, including acts and omissions of its Authorized Users. Customer will ensure that Authorized Users keep login credentials confidential and use the Services in compliance with this Agreement. Customer will ensure that Authorized Users do not use the Services in a manner prohibited by the Acceptable Use Policy available at sedrasolutions.com/aup (the "AUP"), which is incorporated into this Agreement by reference.

3.2 Customer Data. Customer is solely responsible for the accuracy, quality, legality, integrity, content, and means of obtaining Customer Data, and for Customer's use of the Services and any Output. Customer represents and warrants that it has provided, and will continue to provide, all notices and obtain all rights, consents, permissions, approvals, and other lawful bases necessary for Sedra and its subprocessors to receive, access, host, process, transmit, analyze, and otherwise use Customer Data as contemplated by this Agreement, the applicable Order Form, and the Documentation. Customer is solely responsible for determining whether its use of the Services and Output complies with applicable laws, regulations, professional obligations, evidentiary requirements, and internal policies.

3.3 Customer Systems. Customer is responsible for obtaining and maintaining any systems, software, internet access, and third-party services needed to access or use the Services. Customer is responsible for the security and lawful configuration of its own systems, source systems, data sources, integrations, and access controls used with the Services.

3.4 Restrictions. Customer will not, and will not permit any third party to: (a) use the Services in violation of applicable law, regulation, or third-party rights; (b) use the Services except as expressly permitted under this Agreement, the Documentation, and the applicable Order Form; (c) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying models, or non-public components of the Services, except to the extent such restriction is prohibited by law; (d) interfere with or disrupt the integrity, security, or operation of the Services; (e) use the Services or any Output as the sole basis for any material decision without appropriate human review; or (f) submit to

the Services any Customer Data or other content that Customer does not have the right to collect, use, disclose, process, or transfer for use with the Services.

3.5 Investigative and Regulated Use Cases. Customer acknowledges that the Services may be used in connection with fraud detection, investigations, compliance reviews, dispute resolution, litigation, internal audit, regulatory response, and similar workflows. Customer is solely responsible for: (a) determining whether the Services are appropriate for its intended use case; (b) reviewing and validating all Output before relying on it; (c) making all decisions, judgments, findings, and actions based on human review by appropriately qualified personnel; and (d) complying with all laws, regulations, contractual obligations, confidentiality obligations, and professional standards applicable to Customer Data, Customer's investigations, and Customer's decisions or actions.

4. AI AND OUTPUT

4.1 AI-Assisted Services. The Services include artificial intelligence and machine learning technology, including automated agents and large language models (collectively "**AI Services**"). Certain AI Services may rely on third-party model, hosting, infrastructure, data processing, or other technology providers. Sedra may change, replace, suspend, or discontinue such providers or related features where reasonably necessary for business, legal, security, or technical reasons. Sedra is not responsible for changes in third-party provider policies, model behavior, or service availability, except to the extent expressly stated in this Agreement. Sedra's agreements with such third-party providers will require them to maintain the confidentiality of Customer Data and prohibit them from using Customer Data for model training purposes.

4.2 No Professional Advice. The Services and any Output are tools to assist Customer and are not legal, accounting, tax, investment, compliance, investigative, evidentiary, employment, or other professional advice or determinations. Customer is solely responsible for reviewing, validating, and independently assessing all Output, and for any decisions, conclusions, reports, filings, escalations, disclosures, enforcement actions, or omissions based on the Services or Output.

4.3 Output Limitations. Output may be incomplete, inaccurate, biased, misleading, outdated, or inappropriate for Customer's intended use, and may not identify all relevant patterns, anomalies, risks, or potentially fraudulent activity. Customer will not rely on Output as the sole basis for any material decision, conclusion, allegation, filing, escalation, account action, employment action, legal claim, regulatory determination, or other action affecting any person, entity, or matter, without appropriate review by qualified personnel.

4.4 Customer Instructions. Customer is responsible for: (a) its prompts, inputs, configurations of the AI Services; (b) evaluating the accuracy and appropriateness of inputs and Outputs; (c) ensuring that its use of the Services and any Output is lawful and appropriate for its use case; and (d) any decision, action, or omission based in whole or in part on the Services or any Output.

4.5 Use of Customer Data for Model Training. Unless expressly agreed otherwise in writing, Sedra will not use Customer Data to train foundation models or general-purpose models for the benefit of other customers or third parties.

5. THIRD-PARTY SERVICES

The Services may interoperate with or include features, content, or services provided by third parties (“**Third-Party Services**”). Customer’s use of Third-Party Services is subject to the applicable third party’s terms, and Sedra is not responsible for Third-Party Services unless expressly stated in an Order Form. Sedra may modify or discontinue integrations with Third-Party Services if required by the third-party provider, applicable law, or security considerations. Customer acknowledges that the availability or performance of certain features may depend on Third-Party Services, including AI Services or infrastructure providers, and that changes to such Third-Party Services may affect functionality without obligating Sedra to modify or replace the affected feature.

6. FEES AND PAYMENT

6.1 Fees. Customer will pay all fees set out in each Order Form. Except as expressly stated otherwise in this Agreement or the applicable Order Form, fees are non-cancelable and non-refundable.

6.2 Invoicing and Payment. Unless the Order Form states otherwise, Sedra will invoice Customer in advance and Customer will pay undisputed amounts within thirty (30) days after the invoice date. Customer must notify Sedra of any disputed amounts within thirty (30) days after the invoice date.

6.3 Taxes. Fees are exclusive of taxes, duties, levies, and similar governmental charges, including sales, use, VAT, GST, and withholding taxes, all of which are Customer’s responsibility, except taxes based on Sedra’s net income. Customer must notify Sedra if located in a jurisdiction that requires Customer to deduct or withhold taxes or other amounts from any amounts due to Sedra; withholding taxes will be added on top of any fees due and are Customer’s sole responsibility.

6.4 Late Payment. If Customer fails to pay undisputed fees when due, Sedra may charge interest at the lesser of 1.5% per month or the maximum rate permitted by law, and may suspend the Services after giving Customer at least ten (10) days’ prior notice and an opportunity to cure.

6.5 Channel Partners. If Customer purchases the Services through an authorized reseller or distributor, a managed services provider, a private offer on a third party marketplace, or similar channel partner (each a “**Channel Partner**”), Customer will pay amounts due to the Channel Partner and not to Sedra directly. Customer’s order details will be as stated in a quote, purchase order or similar document placed by the Channel Partner with Sedra on Customer’s behalf. Sedra will issue any refunds or credits owed to the Customer under this Agreement to the Channel Partner. Channel Partners are not authorized to modify the Agreement or make any promises or commitments on Sedra’s behalf. Sedra is not responsible for the acts, omissions, products or services of Channel Partners.

7. CONFIDENTIALITY

7.1 Definition. “**Confidential Information**” means non-public information disclosed by one party (“**Discloser**”) to the other (“**Recipient**”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Sedra Confidential Information includes the Services, Documentation, pricing, security information, and non-public product plans. Customer Confidential Information includes Customer Data.

7.2 Obligations. Recipient will: (a) use the Discloser's Confidential Information only to perform or exercise rights under this Agreement; and (b) protect the Confidential Information using reasonable care, and at least the same degree of care it uses to protect its own confidential information of similar nature.

7.3 Exclusions. Confidential Information does not include information that Recipient can show: (a) is or becomes public through no fault of Recipient; (b) was already lawfully known to Recipient without confidentiality obligation; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without use of or reference to the Discloser's Confidential Information.

7.4 Required Disclosure. Recipient may disclose Confidential Information if required by law, regulation, or court order, provided it gives advance notice to the Discloser where legally permitted and reasonably cooperates with efforts to limit the disclosure.

8. DATA; SECURITY; PRIVACY

8.1 Customer Data Rights. As between the parties, Customer retains all right, title, and interest in and to Customer Data.

8.2 Sedra Technology Rights. Sedra and its licensors retain all right, title, and interest in and to the Services and Documentation, including all methods, models, software, algorithms, designs, prompts, templates and know-how embodied therein or in any Outputs (collectively "**Technology**"), and all related intellectual property rights therein.

8.3 Service Improvement Data. Sedra may collect, generate, and use usage data, telemetry, log data, configuration data, performance data, operational metrics, and other information relating to the provision, operation, support, security, integrity, and improvement of the Services, including to monitor usage, prevent abuse, enforce this Agreement, perform analytics, develop features, troubleshoot issues, and improve model routing and system performance, provided Sedra does not disclose Customer Data except as permitted by this Agreement.

8.4 De-Identified Data. Sedra may create, compile, and use de-identified, anonymized, and aggregated data derived from Customer Data and use of the Services, provided such data does not identify Customer, any Authorized User, or any individual, to operate, protect, analyze, improve, and develop Sedra's products and services.

8.5 Data Processing Addendum. If Sedra processes personal data on Customer's behalf and applicable law requires a data processing agreement, the parties will comply with Sedra's then-current Data Processing Addendum available at <https://sedrasolutions.com/dpa> (the "**DPA**"). To the extent the DPA applies, it is incorporated into this Agreement by reference and will control over Section 7 (Confidentiality) and any conflicting terms of this Agreement with respect to its subject matter.

8.6 Security. Sedra will maintain a written information security program with reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, use, alteration, disclosure, or destruction. Such safeguards will be appropriate to the nature of the Services and the sensitivity of the Customer Data processed by Sedra.

9. INTELLECTUAL PROPERTY

9.1 Reservation of Rights. No rights are granted to the Services, Documentation or Technology except as expressly set out in this Agreement.

9.2 Feedback. If Customer provides suggestions, ideas, or feedback regarding the Services, Sedra may use them without restriction or obligation.

9.3 Output. As between the parties, and subject to Customer's compliance with this Agreement and applicable law, Sedra assigns to Customer any right, title, and interest Sedra may have in Output generated specifically for Customer through Customer's authorized use of the Services, excluding any Sedra rights in the Services, Documentation and Technology. Customer understands that similar or identical Output may be generated for other customers or users, and nothing in this Agreement restricts Sedra or its other customers from using similar ideas, concepts, know-how, methods, processes, or outputs generated independently.

10. WARRANTIES

10.1 Mutual Authority. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

10.2 Services Warranty. Sedra warrants that the Services will materially conform to the applicable Documentation during the Subscription Term. The foregoing warranty applies only to the production version of the Services and does not apply to trial services, beta features, pre-release offerings, or free services.

10.3 Remedy. Customer's exclusive remedy for breach of Section 10.2 is for Sedra to use commercially reasonable efforts to correct the non-conformity. If Sedra cannot do so within a reasonable period, Customer may terminate the affected Order Form and receive a pro rata refund of prepaid fees for the terminated portion of the Subscription Term.

10.4 Exclusions. The warranty in Section 10.2 does not apply to issues caused by Customer Data, Third-Party Services, misuse of the Services, unauthorized modifications, or use contrary to this Agreement or the Documentation. The warranty in Section 10.2 also does not apply to issues arising from Customer's instructions, prompts, configurations, workflows, data sources, integrations, or reliance on Output.

11. DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, OUTPUT, TECHNOLOGY, DOCUMENTATION, PROFESSIONAL SERVICES, THIRD-PARTY SERVICES, TRIAL SERVICES, AND BETA OR PRE-RELEASE FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SEDRA DISCLAIMS ALL IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, SEDRA DOES NOT WARRANT THAT THE SERVICES OR OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, UNINTERRUPTED, OR SUITABLE FOR CUSTOMER'S PARTICULAR

PURPOSE, OR THAT THE SERVICES WILL PREVENT ALL SECURITY INCIDENTS OR COMPLY WITH ALL LAWS APPLICABLE TO CUSTOMER'S BUSINESS.

WITHOUT LIMITING THE FOREGOING, SEDRA DOES NOT WARRANT THAT THE SERVICES OR ANY OUTPUT WILL DETECT, PREVENT, OR CORRECTLY IDENTIFY FRAUD, SUSPICIOUS ACTIVITY, MISCONDUCT, LEGAL VIOLATIONS, ACCOUNTING IRREGULARITIES, OR REGULATORY ISSUES; THAT OUTPUT WILL BE ADMISSIBLE, SUFFICIENT, OR APPROPRIATE FOR ANY EVIDENTIARY, INVESTIGATIVE, LITIGATION, AUDIT, OR REGULATORY PURPOSE; OR THAT THE SERVICES WILL SATISFY CUSTOMER'S SPECIFIC LEGAL, COMPLIANCE, OR INTERNAL CONTROL REQUIREMENTS.

12. INDEMNIFICATION

12.1 Sedra IP Indemnity. Sedra will defend Customer against any third-party claim that Customer's authorized use of the Services infringes or misappropriates that third party's intellectual property rights, and will indemnify Customer against damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement, provided that Customer: (a) promptly notifies Sedra of the claim; (b) gives Sedra sole control of the defense and settlement; and (c) reasonably cooperates at Sedra's expense. Sedra will have no obligation under this Section to the extent a claim arises from: (i) Customer Data; (ii) Third-Party Services; (iii) Customer's combination of the Services with items not provided by Sedra; (iv) use of the Services in breach of this Agreement or the Documentation; or (v) modifications not made by Sedra. If the Services are, or in Sedra's opinion are likely to be, subject to such a claim, Sedra may: (A) procure the right for Customer to continue using the Services; (B) modify or replace the affected Services; or (C) terminate the affected Order Form and refund prepaid fees for the terminated portion of the Subscription Term.

12.2 Customer Indemnity. Customer will defend Sedra against any third-party claim, or any regulatory investigation or enforcement action directed to Sedra, to the extent arising from: (a) any allegation that Customer lacked the rights, permissions, notices, consents, or other lawful basis to provide Customer Data for Processing under this Agreement, or that Sedra's authorized Processing of Customer Data in accordance with this Agreement infringes, misappropriates, or otherwise violates any third-party rights; (b) Customer's use of the Services or Output in violation of applicable law, regulation, or third-party rights; or (c) Customer's material breach of Section 3.2 or Section 3.4. Customer will indemnify Sedra against damages, fines, penalties, settlement amounts, costs, and reasonable attorneys' fees and other reasonable expenses finally awarded or agreed in settlement, or reasonably incurred in responding to such matter, provided that Sedra: (i) promptly notifies Customer of the matter; (ii) gives Customer sole control of the defense and settlement of the claim, investigation, or action, except that Customer may not settle any matter in a manner that admits fault or imposes non-monetary obligations on Sedra without Sedra's prior written consent; and (iii) reasonably cooperates with Customer at Customer's expense.

12.3 Exclusive Remedy. SECTIONS 12.1 AND 12.2 STATE THE INDEMNITOR'S SOLE AND EXCLUSIVE LIABILITY, AND THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INDEMNIFIED CLAIMS HEREUNDER.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE

DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SEDRA UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions. The liability cap in Section 13.2 does not apply to: (a) Customer's payment obligations; (b) any categories of liabilities subject to the heightened liability cap set forth in Section 13.4; (c) Customer's violation of Section 3.4 (Restrictions); or (d) liability that cannot be limited by law.

13.4 Heightened Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO ITS LIABILITY FOR BREACH OF SECTION 7 (CONFIDENTIALITY) AND ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, AND THE TOTAL AGGREGATE LIABILITY OF SEDRA ARISING OUT OF OR RELATING TO A PERSONAL DATA BREACH UNDER THE DPA, WILL NOT EXCEED THE GREATER OF: (A) FIVE HUNDRED THOUSAND DOLLARS (\$500,000); OR (B) TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SEDRA UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. FOR CLARITY, SECTION 13.4, AND NOT SECTION 13.2, APPLIES TO THE MATTERS DESCRIBED HEREIN.

13.5 Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SEDRA'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY TRIAL SERVICES, BETA SERVICES, OR OTHER FREE SERVICES WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

14. TERM AND TERMINATION

14.1 Term. This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated.

14.2 Subscription Term and Renewal. Each Order Form will remain in effect for the Subscription Term stated in it. Unless the Order Form states otherwise, subscriptions will automatically renew for successive one-year renewal terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term. Sedra may increase the fees for any renewal term by providing written notice at least thirty (30) days before the start of the renewal term; provided that any such increase will not exceed five percent (5%) over the fees for the immediately preceding Subscription Term unless otherwise stated in the applicable Order Form.

14.3 Termination for Cause. Either party may terminate this Agreement or an affected Order Form if (i) the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Sedra may terminate immediately if Customer materially breaches Section 3.4 (Restrictions).

14.4 Effect of Termination. Upon expiration or termination of an Order Form: (a) Customer's rights to use the affected Services will end; (b) Customer will pay all fees accrued through the effective date of

termination; and (c) each party will return or delete the other party's Confidential Information, except as required by law or reasonably retained in routine backups.

If Customer terminates for Sedra's uncured material breach, Sedra will refund any prepaid fees for the terminated portion of the applicable Subscription Term. If Sedra terminates for Customer's uncured material breach, Customer will not be entitled to any refund.

15. SUSPENSION

Sedra may suspend Customer's or any Authorized User's access to the Services immediately if Sedra reasonably determines that: (a) such access or use poses a security risk to the Services, Sedra, Customer, or any third party; (b) such access or use may adversely impact the Services or other users of the Services; (c) such access or use may subject Sedra, its Affiliates, or any third party to liability, legal, regulatory, or compliance risk; (d) Customer has breached Section 3.4 or the Acceptable Use Policy; (e) Customer's use is fraudulent or unlawful; or (f) Customer fails to pay undisputed amounts when due and does not cure after any applicable notice period. Where practicable, Sedra will provide advance notice and limit the suspension to the affected account, user, or portion of the Services.

16. PUBLICITY

Sedra may identify Customer by name and logo as a customer of Sedra on Sedra's website and in any Sedra advertising, publicity, press releases, case studies, social media, or other marketing channels or materials, unless Customer notifies Sedra in writing that it does not permit this.

17. GOVERNING LAW; DISPUTES

17.1 Governing Law. This Agreement is governed by the laws of the State of New York, excluding its conflict of laws rules.

17.2 Venue. The state and federal courts located in New York County, New York will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party consents to those courts.

17.3 Injunctive Relief. Nothing in this Agreement limits either party's right to seek injunctive or equitable relief for actual or threatened misuse of its intellectual property or Confidential Information.

18. COMPLIANCE

18.1 Export Compliance; Sanctions. Customer will not use the Services in violation of applicable export control, economic sanctions, or import laws and regulations. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions, and is not identified on any applicable government restricted party list.

18.2 Regulated Environments. Customer acknowledges that the Services are general-purpose commercial offerings and are not intended to make Sedra subject to any Customer-specific legal, regulatory, examination, recordkeeping, procurement, accessibility, or operational requirements except to the extent expressly set out in an Order Form or other written agreement signed by Sedra.

18.3 U.S. Government End Users. The Services, Documentation and Technology are “commercial products,” “commercial services,” and/or “commercial computer software documentation,” and the government’s rights in them are limited to those rights expressly granted under this Agreement, as applicable. If Customer is an agency or instrumentality of the U.S. Government or a purchasing agent authorized by a U.S. Government agency or instrumentality, the additional terms in Sedra’s then-current U.S. Government Addendum available at <https://sedrasolutions.com/usga> (the “**USGA**”) are incorporated by reference. No government-specific terms, conditions, or flow-down provisions will apply unless expressly agreed by Sedra in writing.

18.4 EU Financial Entity End Users. For Customers who qualify as a Financial Entity within the meaning of article 2(2) of the EU Digital Operational Resilience Act (DORA), the terms outlined in Sedra’s then-current DORA Addendum available at <https://sedrasolutions.com/dora> (the “**DORA Addendum**”) are incorporated by reference.

19. GENERAL

19.1 Entire Agreement. This Agreement, together with all Order Forms and any documents expressly incorporated by reference, is the complete agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, and communications on that subject. Any term or condition in any Customer purchase order, vendor portal, invoice, onboarding form, or other Customer documentation (other than an executed Order Form) is void unless expressly accepted by Sedra in writing. This Agreement governs all Order Forms executed by the parties that reference this Agreement.

19.2 Order of Precedence. In the event of a conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form; (2) the Data Processing Addendum, with respect to its subject matter; (3) the U.S. Government Addendum and EU DORA Addendum, if and as applicable; (4) this Services Agreement; (5) the Support and Service Level Addendum; and (6) the Acceptable Use Policy.

19.3 Amendments; Waiver. Sedra may update this Agreement or any incorporated addenda, policies or documents (including the DPA, SLA, USGA, DORA Addendum, AUP, and similar) from time to time on a prospective basis to address legal, security, operational, or technical requirements. Any material change to such documents will apply prospectively and will not materially reduce Customer’s rights during a then-current paid Subscription Term except as reasonably necessary to address legal, regulatory, security, or technical risks. No waiver is effective unless in writing.

19.4 Assignment. Neither party may assign this Agreement without the other party’s prior written consent, except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee agrees in writing to be bound by this Agreement. Any prohibited assignment is void.

19.5 Notices. Notices under this Agreement must be in writing and sent to the addresses in the applicable Order Form or, for Sedra, to 45 Rockefeller Plaza, 20th Floor, New York, NY 10111, with a copy by email to legal@sedrasolutions.com. Notices are effective upon receipt. Nothing herein shall constitute a waiver of formal requirements for service of process for initiating litigation or arbitration.

19.6 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, war, terrorism, civil unrest, internet or telecommunications failures, or denial-of-service attacks, except that this Section does not excuse Customer's obligation to pay fees due.

19.7 Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

19.8 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only and does not confer any rights or remedies on any third party, except as expressly stated in this Agreement.

19.9 Electronic Contracting; Counterparts. This Agreement and any Order Form may be accepted electronically and may be executed in counterparts, each of which will be deemed an original and all of which together will form one instrument.

19.10 Survival. Any provision that by its nature should survive expiration or termination of this Agreement will survive, including Sections 6 (to the extent of accrued payment obligations), 7, 8, 9, 11, 12, 13, 14.4, 17, and 18.

19.11 Interpretation. Titles and headings of sections of this Agreement are for convenience only and have no legal or contractual effect. The word "will" shall be construed to have the same meaning as "shall." The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The word "or" will not be exclusive. The phrase "to the extent" will be construed to mean the degree to which a subject or other matter extends, and such a phrase will not simply mean "if." Where a word is defined herein, references to the singular will include references to the plural and vice versa. All references to "days" will be deemed to refer to calendar days unless otherwise specifically provided. All references to "\$" and "dollars" will be deemed to refer to United States currency unless otherwise specifically provided. All references to individual webpage URLs will be deemed to refer to the webpage or its successor webpage URLs.