



DataCrest, Inc. – Master Subscription Agreement

## Master Subscription Agreement

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This Master Subscription Agreement (this “Agreement”) governs access to and use of DataCrest’s Purchased Services and/or Training and Compliance Services. This Agreement is entered into by and between

**DataCrest, Inc., a Delaware corporation** (“DC”) and the customer identified in the applicable Order Form (“Customer”). This Agreement is effective as of the Effective Date stated in the Order Form (“Effective Date”).

### RECITALS & ACCEPTANCE

By executing an Order Form that references this Agreement, Customer agrees to the terms and conditions herein. If the individual signing the Order Form does so on behalf of an entity, that individual represents that they have authority to bind that entity.

Updates to Terms. DC may update URL-hosted policies incorporated by reference (e.g., the Service Level Agreement or Support Policy) from time to time; any update will not materially diminish Customer’s rights or DC’s obligations during an active subscription term. Any update to this Agreement will apply on renewal of the then-current subscription term unless the parties agree otherwise in writing.

### 1. DEFINITIONS

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting interests of such entity.

**“Agreement”** has the meaning set forth in the preamble.

**“Beta Services”** means DC online services or features provided for evaluation only, not for production use and not part of the Purchased Services.

**“Confidential Information”** has the meaning set forth in Section 8.1.

**“Content”** means information obtained by DC from its content licensors or publicly available sources and provided to Customer under an Order Form.

**“Customer Data”** means any data or materials that Customer or its End Users provide to the Services, excluding Content and Third-Party Applications.

**“DC IP”** means the Services, Documentation, software, know-how, and all intellectual property provided or made available by DC, excluding Customer Data, Third-Party Applications, and Third-Party Products.

**“Documentation”** means DC’s user guides and help materials as updated from time to time.



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**“End User”** means any individual authorized by Customer to use the Services under Customer’s account.

**“Order Form”** means an ordering document specifying the Services purchased, executed by the parties and referencing this Agreement.

**“Purchased Services” or “Services”** means the subscription services and related features identified in an Order Form. Purchased Services exclude Free Trials, Beta Services, Customer Data, and Third-Party Applications.

**“Service Level Agreement” or “SLA”** means the uptime and support terms referenced in the Order Form (as updated in accordance with this Agreement).

**“Statement of Work” or “SOW”** means a written statement describing Training and Compliance Services to be performed by DC.

**“Third-Party Applications”** means web-based or offline applications provided by Customer or a third party that interoperate with the Services.

**“Third-Party Products”** has the meaning set forth in Section 6.1.

## 2. PURCHASED SERVICES & CONTENT

2.1 Subscriptions. Unless otherwise provided in an Order Form: (a) Services and Content are purchased as subscriptions; (b) additional subscriptions may be added at pro-rated fees for the remainder of the then-current term; and (c) added subscriptions will co-terminate with the underlying subscriptions.

2.2 Provision of Services. Subject to this Agreement, DC will: (a) provide the Services specified in the applicable Order Form; (b) provide standard support as described in the SLA; and (c) use commercially reasonable efforts to make the online Services available 24x7, excluding planned downtime (with at least 72 hours’ notice where practicable) and unavailability due to Force Majeure.

2.2.1 Annual Maintenance Allowance. DC will provide up to ten (10) hours per contract year of maintenance for Customer’s PDF or digital forms used within the Services (for example, adjustments to form fields, mappings, minor layout updates, and compatibility tweaks) at no additional charge. Maintenance that is reasonably estimated or actually required to exceed this ten (10) hour annual allowance will be scoped and delivered under a separate Professional Order Agreement mutually agreed by DC and Customer, which will set forth the applicable fees and timeline. Unused hours do not roll over.

2.2.2 Historical Application Version Support. DC digitizes and maintains versions of commercial insurance submission applications (“Applications”) for use within the Services. The number of historical versions of each Application that DC will maintain and support (for data extraction, digitization, or conversion purposes) shall be specified in the applicable



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Order Form. Support for additional historical versions beyond those specified will require a separate Professional Order Agreement mutually agreed by DC and Customer, including applicable fees and delivery timelines.

**2.3 Protection of Customer Data.** DC will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. DC will process Customer Data only to provide and support the Services, prevent or address service or technical issues, comply with law, or as otherwise expressly permitted in writing by Customer.

**2.4 Customer Responsibilities.** Customer is responsible for (a) its Affiliates' and End Users' compliance with this Agreement; (b) the accuracy and legality of Customer Data; (c) using commercially reasonable efforts to prevent unauthorized access to the Services and promptly notifying DC of any such access; (d) using the Services in accordance with the Documentation and applicable laws; and (e) complying with terms for any Third-Party Applications used with the Services.

**2.5 Usage Restrictions.** Customer will not: (a) make the Services or Content available to anyone other than Customer and its End Users; (b) sell, resell, license, sublicense, or distribute the Services or Content; (c) use the Services to store or transmit infringing, unlawful, or harmful content or code; (d) interfere with or disrupt the integrity or performance of the Services; (e) attempt to gain unauthorized access; or (f) access the Services to build a competitive product or service or to copy features or user interface.

**2.6 Usage Limits.** Access to the Services is subject to the usage limits specified in the Order Form (e.g., number of End Users, API calls, storage). If Customer exceeds a limit, the parties will cooperate for thirty (30) days to remedy the overage; if unresolved, Customer will purchase additional quantities prospectively or reduce usage to conform.

**2.7 Beta Services.** DC may offer Beta Services at no charge for evaluation. Beta Services are provided "as is," may be discontinued at any time, and are not part of the Services or subject to the SLA.

### **3. TRAINING AND COMPLIANCE SERVICES**

If provided, Training and Compliance Services will be described in an SOW and are governed by this Agreement and any applicable addenda. Training and Compliance Services are distinct from the Services.

### **4. FEES & PAYMENT TERMS**

**4.1 Fees.** Customer will pay the fees set forth in the Order Form and/or SOW.

**4.2 Payment Terms.** Unless otherwise stated in the Order Form, subscriptions are billed in advance and other fees are billed monthly in arrears. Customer authorizes DC to charge the



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payment method provided for the Initial Term and any Renewal Terms. Customer will keep billing information current.

**Professional Services Payment Timing.** For any Professional Services or work performed under a Statement of Work or Professional Order Agreement, payment is due in accordance with the applicable Order Form on the earlier of (a) the date such work begins or services are approved, or (b) the payment date specified in the Order Form. DC reserves the right to delay or suspend performance if payment is not received as required.

**4.3 Overdue Charges.** Past due amounts may accrue late charges at 1.5% per month (or the maximum rate permitted by law, if lower). DC may condition renewals on shorter payment terms or prepayment.

**4.4 Suspension.** DC may suspend Services for overdue amounts on ten (10) business days' prior notice, provided Customer continues to be charged applicable fees during suspension. No suspension will occur if Customer timely cures within the notice period.

**4.5 Payment Disputes.** Customer will notify DC in writing of any good-faith fee dispute on or before the due date, pay all undisputed amounts, and the parties will cooperate to resolve the dispute. DC will not exercise suspension or late-fee rights on disputed amounts while the dispute is being resolved in good faith.

**4.6 Taxes.** Fees are exclusive of taxes. Customer is responsible for taxes related to its purchases, excluding DC's income taxes.

**4.7 Future Functionality.** Customer's purchases are not contingent on the delivery of any future functionality or features, or on any oral or written public statements by DC regarding the same.

## **5. TERM & TERMINATION**

**5.1 Term of Agreement.** This Agreement starts on the Effective Date and continues until all subscriptions and SOWs have expired or are terminated.

**5.2 Subscription Term; Renewal.** Each Order Form specifies the Initial Term. Thereafter, the Order Form renews for successive one-year terms unless either party gives thirty (30) days' prior written notice of non-renewal.

**5.3 Termination for Cause.** Either party may terminate this Agreement or an Order Form for material breach if the breach is not cured within thirty (30) days after written notice, or immediately if the other party becomes insolvent or is subject to bankruptcy proceedings not dismissed within sixty (60) days.

**5.4 Effect of Termination.** Upon termination, Customer and its End Users will stop using the applicable Services. If DC terminates for convenience or Customer terminates for DC's uncured material breach, DC will refund prepaid fees for the unused remainder of the term.



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If Customer terminates for convenience or DC terminates for Customer's breach, unpaid fees through the effective termination date are due.

**5.5 Data Portability & Deletion.** For sixty (60) days after termination or expiration, DC will make Customer Data available for export through the Services and as CSV/JSON via API. Upon written request, DC will delete Customer Data from production systems within thirty (30) days, retaining backups only as required by law and subject to standard backup overwrites. DC may retain Aggregated/Anonymized Data that cannot reasonably be used to identify Customer or any individual.

**5.6 Survival.** Sections 4 (to the extent of amounts due), 5.5, 6, 7, 8, 9.2, 10, 11, and 12 survive termination or expiration.

## **6. THIRD-PARTY PRODUCTS**

**6.1 Third-Party Products.** The Services may include Content, Third-Party Applications, or integrations ("Third-Party Products"). If a provider ceases to make a Third-Party Product available on commercially reasonable terms, DC may modify or cease the related functionality. If Customer prepaid for an affected feature, DC will provide a pro-rata refund; if not prepaid, Customer may receive reasonable service credits or may terminate the impacted Order Form on thirty (30) days' notice if no commercially reasonable workaround is provided.

**6.2 Separate Terms.** Customer's acquisition or use of Third-Party Products is solely between Customer and the provider, and DC is not responsible for such products.

**6.3 Data Sharing.** If Customer enables a Third-Party Product with the Services, Customer authorizes DC to allow the provider to access Customer Data as reasonably necessary for interoperation. DC is not responsible for any disclosure, modification, or deletion of Customer Data by such providers.

## **7. INTELLECTUAL PROPERTY RIGHTS & LICENSES**

**7.1 Ownership.** As between the parties, DC owns all right, title, and interest in and to the DC IP and Documentation. Customer owns all right, title, and interest in and to Customer Data.

**7.2 License to Services.** Subject to payment of applicable fees and compliance with this Agreement, DC grants Customer a non-exclusive, non-transferable right to access and use the Services during the subscription term for Customer's internal business purposes, in accordance with the Documentation and Order Form.

**7.3 License to Customer Data.** Customer grants DC a non-exclusive, worldwide, royalty-free license to host, process, transmit, and display Customer Data solely to provide and support the Services, prevent or address service or technical issues, meet legal requirements, and as



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otherwise permitted by this Agreement. This license terminates upon deletion of Customer Data, subject to legal retention.

7.4 Feedback. DC may use any suggestions, ideas, or feedback provided by Customer or End Users without restriction or compensation.

## 8. CONFIDENTIALITY

8.1 Confidential Information. “Confidential Information” means non-public information disclosed by a party (“Disclosing Party”) to the other (“Receiving Party”) 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. Confidential Information includes Customer Data, DC IP, terms of this Agreement and Order Forms, business plans, technology, and product information. Confidential Information does not include information that is or becomes public without breach, was known to the Receiving Party without duty of confidentiality, was independently developed, or was rightfully received from a third party without confidentiality obligation.

8.2 Protection. The Receiving Party will use the same degree of care it uses to protect its own similar confidential information (but not less than reasonable care) and will not use Confidential Information outside the scope of this Agreement or disclose it except to its Affiliates, employees, and contractors who need to know and are bound by confidentiality obligations at least as protective. Oral disclosures identified as confidential at the time of disclosure and summarized in writing within fifteen (15) days are deemed Confidential Information.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, provided it gives prompt notice (where legally permitted) and reasonable assistance to seek protective treatment.

## 9. WARRANTIES & DISCLAIMERS

9.1 DC Warranties. During the subscription term, DC warrants that (a) the Services will perform materially in accordance with the Documentation; and (b) DC will not materially decrease the overall security or functionality of the Services. Customer’s exclusive remedies for breach of this warranty are re-performance and, if not cured after a reasonable opportunity, termination with a pro-rata refund of prepaid fees for the unused term.

9.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, THE SERVICES, BETA SERVICES, CONTENT, AND DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BETA SERVICES ARE PROVIDED EXCLUSIVELY “AS IS.”



## **10. INDEMNIFICATION**

10.1 By DC. DC will defend Customer against any third-party claim that Customer's authorized use of the Services infringes such third party's intellectual property rights, and will pay damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement, provided Customer gives prompt notice, grants DC sole control of the defense and settlement, and provides reasonable cooperation. DC has no obligation for claims arising from Customer's combination of the Services with items not provided by DC, Customer's misuse, or Customer Data.

10.2 By Customer. Customer will defend DC against any third-party claim arising from Customer Data or Customer's use of the Services in violation of law or this Agreement, and will pay damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement, subject to the same conditions as in Section 10.1.

10.3 Exclusive Remedy. This Section 10 states each party's exclusive obligations and remedies regarding third-party IP infringement claims.

## **11. LIMITATION OF LIABILITY**

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR FEES DUE, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT. FOR A VERIFIED DATA SECURITY BREACH CAUSED BY DC'S FAILURE TO MAINTAIN REASONABLE SECURITY MEASURES, THE FOREGOING CAP IS INCREASED TO TWO (2) TIMES SUCH AMOUNTS.

## **12. GENERAL PROVISIONS**

12.1 Publicity. DC may identify Customer by name and logo in a standard customer list with Customer's prior written consent (not to be unreasonably withheld). Any case studies or quotes require separate approval.

12.2 Assignment. Neither party may assign this Agreement without the other party's consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees in writing to be bound by this Agreement.

12.3 Governing Law; Venue. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware County, Pennsylvania.



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12.4 Relationship of the Parties. The parties are independent contractors; this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship.

12.5 Notices. Notices must be in writing and are deemed given when delivered personally, sent by recognized overnight courier, or by email with confirmation (excluding notices of termination or indemnifiable claims, which require courier). Notices to DC: 230 Sugartown Road, Suite 100, Wayne, PA 19087, Attn: Legal, and legal@mydatacrest.com.

12.6 Export. Each party will comply with applicable export control laws.

12.7 Waiver; Severability. Failure to enforce any provision is not a waiver. If any provision is unenforceable, the remainder will remain in effect.

12.8 Entire Agreement; Order of Precedence. This Agreement, together with any Order Form and SOW, constitutes the entire agreement and supersedes all prior agreements regarding its subject matter. In case of conflict: (1) Order Form, (2) SOW (for services under that SOW), (3) this Agreement, and (4) Documentation.

### SIGNATURES

DataCrest, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Version 3.0 – Formal Release