

MOZART DATA, INC.
MASTER SERVICE AGREEMENT

This Master Service Agreement (the “**MSA**”) forms a binding agreement between you (or, if applicable, the organization you represent, collectively, “**Customer**”) and Mozart Data, Inc., a Delaware corporation (“**Mozart**”) and govern your access to and use of the the software-as-a-service offered by Mozart and described at mozartdata.com (the “**Service**”), as well as the performance of Professional Services by Mozart, if applicable, each as described on the applicable Order Form or other ordering document referencing this MSA, or within the interface of the Service (each an “**Order Form**” and together with this MSA, the “**Agreement**”).

1. The Service.

1.1. **Subscriptions.** Mozart and Customer may enter into one or more Order Forms referencing this MSA, whether by written agreement or by clicking an acknowledgement within the interface of mozartdata.com, pursuant to which Customer may purchase a subscription to access and use the Service, subject to this Agreement and any usage limitations described therein (a “**Subscription**”). An Order Form may additionally include implementation, services performed by data professionals provided by Mozart (“**Engineering Time**”) and other professional services to be performed by Mozart (together, the “**Professional Services**”). In the event of a conflict between an Order Form and this MSA, the terms of the Order Form will control (but only with respect to that specific Order Form).

1.2. **Authorized Users.** An “**Authorized User**” is a person who the Customer, or a person with admin access on a Customer’s account, has invited to join Customer’s account on the Service, either via the interface of the Service or via a request to Mozart. Authorized Users may be employees, contractors, agents or other service providers of Customer. Customer is responsible for all actions by Authorized Users on Customer’s account and for the Authorized User’s compliance with this Agreement.

1.3. **Access to the Service.** During the term of a Subscription, and subject to the terms of this Agreement, Customer and Customer’s Authorized Users may access and use the Service. Customer and the Authorized Users may use the Service solely for Customer’s own internal business purposes and not for resale, in a service bureau arrangement or via distribution by any means not explicitly allowed under this Agreement.

1.4. **Trial Access.** Mozart may, in its sole discretion, also offer Customer the ability to access and use the Service, or certain components of the Service, without payment, subject to this MSA (“**Trial Access**”). Mozart may terminate any Trial Access at any time, in its sole discretion, without liability to the applicable Customer. Anything to the contrary in this MSA notwithstanding, Mozart’s maximum aggregate liability with respect to any Trial Access shall not exceed \$100. Mozart makes no representations or warranties as to availability or functionality of the Services for any Trial Access. Anyone who accesses the Service but is not a paying customer or has not signed an Order Form, is considered to have Trial Access under this MSA.

1.5. **Temporary Suspension.** Mozart may temporarily suspend Customer’s access to the Service if Mozart reasonably determines that: (a) Customer’s use of the Service disrupts or creates a security risk to the Service or Mozart systems; (b) Customer is using the Service in violation of any applicable law or regulation or this MSA; or (c) Customer fails to pay fees owed to Mozart in accordance with this Agreement. In the event of any suspension pursuant to this section, Mozart will use commercially reasonable efforts to provide written notice thereof to Customer, and to restore access to the Service as promptly as reasonably practicable once the applicable issue is resolved.

2. Billing and Payments.

2.1. **Pricing.** Fees for access to the Service include the following components: (i) fees for usage of the Service, based on Customer’s actual usage of Compute Hours and Monthly Active Rows as set forth in the Order Form (“**Subscription Fees**”), and (ii) fees for Professional Services to be performed by Mozart (“**Professional Services Fees**” and together with the Subscription Fees, the “**Fees**”). All Fees apart from Sonata pay-as-you-go are as described on the Order

Form. Customer hereby acknowledges that usage-based fees may fluctuate depending on actual utilization of the Service and that Customer is responsible for Fees incurred by usage of the Service.

2.1.1. Sonata pay-as-you-go Pricing

2.1.1.1. **Snowflake Compute Credits** are billed at \$3 / credit, in excess of 15 credits per month.

2.1.1.2. **Snowflake Storage** is billed at \$25 / tb in excess of 5 TB

2.1.1.3. **Fivetran MAR** is billed according to the following table:

| QUANTITY | UNIT PRICE |
|-------------------------------------|-------------|
| For the first 1 to 250,000 | \$0.00 |
| For the next 250,001 to 1,000,000 | \$0.000675 |
| For the next 1,000,001 to 2,000,000 | \$0.0002723 |
| For the rest | \$0.0002368 |

2.1.1.4. **Portable Flows** are billed by tier:

1 flow \$590

2-8 flows \$1,790

9-20 flows \$2,790

2.2. **Roll-Overs.** Included in Subscription Fees are fixed number of metered products (e.g., Monthly Active Rows, Compute-Hours, Storage, Portable Flows) which, in each case, will be applied to Customer's account on a monthly basis (collectively, "**Included Metered Products**"). For Customers with a Subscription Term or Renewal Term (as applicable, a "**Term**") of 12 months, Included Metered Products that are not used in a given month will roll over to the next month during the applicable Term. Included Metered Products that remain unused at the end of a Term may be eligible to roll over to the next applicable Term (the "**Roll-Over Amount**"), on a one-time basis per Term, so long as (i) Customer has purchased a subsequent Subscription that is equal to or greater in Subscription Fees than the Subscription Fees for the existing Term and (ii) the Roll-Over Amount is equal to or less than the Included Metered Products for the subsequent Term. All other Included Metered Products that are not included in the Roll-Over Amount will expire at the end of the applicable Term.

2.3. **Additional Charges and Overages.** Customer is responsible for all actual usage that exceeds the Monthly Active Rows and Compute-Hours in the Included Metered Products. If Customer's actual Monthly Active Rows and/or Compute-Hours exceed the Included Metered Products in a given month, or otherwise prior to the end of the applicable Term, such additional Monthly Active Rows and/or additional Compute-Hours will be billed within thirty (30) days of the actual usage date and at the applicable rates per additional Monthly Active Row and/or additional Compute-Hour as set forth in the Order Form.

2.4. **Billing and Invoices.** Unless otherwise stated on an Order Form, Subscription Fees are invoiced annually in advance upon execution of the Order Form and upon each renewal thereof, as applicable, and are due 30 days after the date of invoice. Usage Fees (including Sonata pay-as-you-go) are invoiced monthly and due upon receipt. Professional Services Fees are invoiced as set forth in the Order Form. All Fees are in U.S. Dollars.

2.5. **Late Charges.** Late payments are subject to interest charges of 1% per month, or if lower, the maximum amount allowed by law.

2.6. **Taxes.** Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, VAT, GST, or withholding taxes. All Fees are exclusive of taxes.

2.7. **Billing Disputes.** Customer agrees that it will notify Mozart within 30 days of receipt of an invoice from Mozart if it intends to dispute the amounts owed under such invoice.

2.8. **Definitions.** For purposes of this Section 2, the following terms shall have the following meanings:

2.8.1. **“Monthly Active Row (MAR)”** has the meaning provided by Fivetran Inc. (located at <https://fivetran.com/docs/usage-based-pricing>): MARs are unique identifiers, or primary keys, that are used to track transfers from Customer’s source system to Customer’s destination each month. These keys are counted separately for each account, destination, connection, and table. Once a row is active, it is only counted once per month, no matter how many updates are made that month.

2.8.2. **“Compute-Credit”** has the meaning provided by Snowflake Inc. (located at <https://www.snowflake.com/legal-files/CreditConsumptionTable.pdf>): Compute-Credits are used to pay for the processing time used by each virtual warehouse. Compute-Credits are charged based on the number of virtual warehouses Customer uses, how long they run, and their size.

2.8.3. **“Storage”** has the meaning provided by Snowflake Inc. (**“Snowflake”**) (located at <https://docs.snowflake.com/en/user-guide/cost-understanding-data-storage>): database costs include data stored in database tables. Database costs also include historical data maintained for Time Travel (as defined by Snowflake). Snowflake automatically compresses all data stored in tables and uses the compressed file size to calculate the total storage used for an account.

2.8.4. **“Portable Flows”** means the number of authenticated connector instances in Portable.io.

2.8.5. Snowflake Data Transfer Costs as defined by Snowflake: <https://docs.snowflake.com/en/user-guide/cost-understanding-data-transfer>: In rare use cases, large quantities of data egress will incur additional costs. Most often this is seen when synchronizing large volumes of data out of Snowflake or extracting data to S3. BI and transformation workflows do not incur these costs.

3. **Intellectual Property Rights & Restrictions.**

3.1. **Customer Information.** As part of the Service, Customer or its Authorized Users may submit data, information, or materials to Mozart via the Service (the **“Customer Information”**). As between Customer and Mozart, Customer retains all ownership of the Customer Information, and Mozart agrees that it obtains no intellectual property rights in the Customer Information except the limited license set forth herein. Customer hereby grants Mozart a limited, non-exclusive, royalty-free license to use the Customer Information to provide the Service to Customer and Customer’s Authorized Users and to support, manage and improve the Service, subject to the confidentiality obligations set forth in this Agreement.

3.2. **Mozart Intellectual Property.** Mozart shall retain all intellectual property rights in the Service, including any and all derivatives, changes and improvements thereto, and Customer agrees that it obtains no intellectual property rights or licenses by this MSA except those expressly granted herein. Customer agrees that it shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Service; (ii) not represent that it possess any proprietary interest in the Service; (iii) not directly or indirectly, take any action to contest Mozart’s intellectual property rights or infringe them in any way; and (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Mozart.

3.3. **Mozart Platform Data.** In the course of providing the Service, Mozart may collect statistical data and performance information, analytics, meta-data or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer’s use of the Service (the **“Platform Data”**). Nothing in this Agreement shall restrict Mozart’s right to collect Platform Data or to use it for any purpose, provided however, that Mozart will not disclose Platform Data to any third party in a manner that allows such third party to identify Customer or any Authorized User, other than Mozart’s employees, agents or service providers who are subject to obligations of confidentiality with respect to such Platform Data.

3.4. **Feedback.** Customer may, from time to time, provide Mozart with ideas, suggestions, feedback, recommendations or improvements pertaining to the Service (collectively, “**Feedback**”). Customer hereby grants Mozart a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to Mozart on an “as-is” basis without warranties of any kind.

4. **Privacy and Security.**

4.1. **Security.** Without prejudice to Customer’s obligations under Clause 4.4 (Customer Responsibilities), Mozart will implement reasonable and appropriate measures designed to help secure the Customer Information against accidental or unlawful loss, access, or disclosure.

4.2. **Account Security.** Login credentials cannot be shared or used by more than one individual Authorized User. Customer will notify Mozart immediately if Customer believes that an unauthorized third party has accessed Customer’s account on the Service, or that an Authorized User’s account credentials or Customer Information have been compromised.

4.3. **Data Privacy.** This Agreement hereby incorporates by reference Mozart’s Privacy Policy, available at mozartdata.com/privacy (the “**Privacy Policy**”).

4.4. **Customer Responsibilities.** Customer acknowledges and agrees that Customer and its Authorized Users control the content of any Customer Information inputted, transmitted, uploaded, transferred, submitted, replicated or in any other way accessed or used through the use of and for the purposes of providing the Service. Accordingly, Customer is solely responsible for accuracy, content and legality of all Customer Information uploaded by (or on behalf of) Customer or its Authorized Users to the Service. In addition, Customer acknowledges and agrees that it shall be responsible for procuring and maintaining any necessary consents and permissions and providing and making any necessary notifications required to ensure: (i) Customer is lawfully (without being in breach of applicable laws or contract) able to disclose, provide or make available to the Customer Information to Mozart in connection with this Agreement and the Service, including (but not limited to) any consents required to enable the lawful transfer of Customer Information to Mozart located in the United States; and (ii) Mozart is lawfully (without being in breach of applicable law) able to use, store, handle and process the Customer Information in accordance with and for the purposes contemplated by this Agreement.

4.5. **Data Processing Addendum.** The parties will adhere to the Data Protection Addendum, available at mozartdata.com/dpa, which is hereby incorporated by reference.

4.6. **Use of Third Party Services.** As a part of our Service, Customer may implement access control rules and privileges governing access to Customer Information, including via services operated by various third parties designated by Customer (“**Third Party Services**”). Mozart is not responsible or liable for any aspect of such Third Party Services, and your relationship with such Third Party Services is governed by the separate agreement you may have with the providers thereof.

5. **Confidentiality.**

5.1. **Confidential Information.** “**Confidential Information**” shall mean all information of a party disclosed to the other party, regardless of the form of disclosure, 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, including without limitation and without the need to designate as confidential (i) with respect to Customer, the Customer Information, but not the Platform Data, and (ii) with respect to Mozart, the pricing terms offered to Customer by Mozart.

5.2. **Nondisclosure.** Each party (each a “**Receiving Party**”) agrees that (i) it shall use and reproduce the Confidential Information of the other party (the “**Disclosing Party**”) only for purposes of exercising its rights and performing its obligations under this MSA and only to the extent necessary for such purposes and (ii) it shall restrict disclosure of such Confidential Information to the Receiving Party’s employees, consultants, service providers or advisors who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as this MSA, and shall not otherwise disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The Receiving Party will exercise at least the same degree of care used to

restrict disclosure and use of its own information of like importance, but not less than reasonable care. Notwithstanding the foregoing, it shall not be a breach of this MSA for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

5.3. **Exceptions.** Notwithstanding anything to the contrary herein, neither party shall be liable for using or disclosing information that such party can prove: (i) was publicly known at the time it was disclosed or has become publicly known through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this MSA by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this MSA.

6. **Representations and Warranties.**

6.1. **Mutual Representations and Warranties.** Each party represents and warrants that (a) it has the necessary legal or corporate authority to enter into this Agreement, (b) it is duly organized, validly existing, and in good standing under the applicable laws of the jurisdiction of its origin, (c) this Agreement is a valid and binding obligation, enforceable against it, in accordance with its terms, and (d) it will comply with all applicable laws, rules and regulations in performing its obligations or exercising its rights in this Agreement.

6.2. **Customer Representations and Warranties.** Customer represents and warrants to Mozart that: (i) Customer has all necessary right and authority to upload the Customer Information to the Service without infringement upon any third party's proprietary or privacy rights, including without limitation intellectual property rights; (ii) the Customer Information does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (iii) Customer will use the Service in compliance with the Data Protection Addendum, the applicable Order Form, all applicable laws, rules and regulations, and in accordance with this MSA.

6.3. **Mozart Representations and Warranties.** Mozart represents and warrants to Customer that (a) it will not materially reduce the general functionality of the Service during the term of a Subscription; and (b) it will perform Professional Services in a competent and professional manner.

6.4. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MOZART PROVIDES THE SERVICE TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MOZART DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS BY USE OF THE SERVICE.

7. **Indemnification.**

7.1. **Customer Indemnities.** Customer shall defend, indemnify and hold harmless Mozart and its officers, directors, consultants, employees, successors and permitted assigns, from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from any claim, demand, action, subpoena, request or attestation brought by a third-party (collectively, a "**Claim**"), and all directly resulting out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses ("**Costs**"), to the extent arising from (i) the use or display of any Customer Information in accordance with this MSA or (ii) Customer's breach of its obligations or inaccuracy of its warranties hereunder.

7.2. **Mozart Indemnities.** Mozart shall defend, indemnify and hold harmless Customer and its officers, directors, consultants, employees, successors and permitted assigns, from and against any Claims and Costs arising out of or relating to an allegation that the Service infringes any intellectual property right of a third party.

7.3. **Indemnification Procedure.** The indemnified party shall provide the indemnifying party with: (i) prompt written notice of such Claim; (ii) sole control over the defense and settlement of such claim; and (iii) information as may be reasonably requested by the indemnifying party. The indemnified party will have the right to approve the counsel selected by the indemnifying party for defense of any such claim, which approval will not be unreasonably withheld. The indemnifying party shall not settle any such Claim in a manner that does not unconditionally release the indemnified party without the indemnified party's written consent, not to be unreasonably withheld or delayed.

8. **Limitation of Liability.**

8.1. **Exclusion of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **Maximum Aggregate Liability.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

8.3. **Acknowledgement.** THE LIABILITIES LIMITED BY THIS SECTION APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.

9. **Term; Termination.**

9.1. **Term.** this MSA shall be effective for so long as there is an Order Form in effect between Customer and Mozart, or until otherwise terminated as provided herein.

9.2. **Termination for Cause.** Either party may terminate this MSA by giving written notice to the other party if: (i) the other party breaches a material provision of this MSA and fails to cure the breach within 30 days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

9.3. **Effect of Termination.** Upon termination or expiration of this MSA for any reason, Customer's right to access and use the Service shall immediately terminate and Customer will immediately cease use of the Service.

9.4. **Survival.** Sections 3 (Intellectual Property Rights & Restrictions), 4 (Privacy and Security), 5 (Confidentiality), Section 6 (Representations and Warranties), 7 (Indemnification), 8 (Limitation of Liability), Section 11 (Miscellaneous) shall survive any expiration or termination of this MSA.

10. **Amendments.** This MSA is subject to occasional revision by Mozart. We will notify Customer of any changes to this MSA by posting the new version on the Service and updating the "Last Updated" date below. We will also notify Customer of material changes by sending an email to the email address Customer has provided to us. Changes to this MSA will be effective thirty calendar days following such change, except for new customers entering into this MSA after the new "Last Updated" date, these changes will be effective immediately. Continued use of the Service following such changes and the expiration of the 30 day period will indicate your acknowledgement of such changes and agreement to be bound by the updated version of this MSA.

11. **Miscellaneous.**

11.1. **Governing law.** This MSA is governed by the laws of the State of California, without regard to its conflict of laws principles, and any dispute arising from this MSA shall be brought exclusively before the state and federal courts in San Francisco, California, and each party irrevocably submits to the jurisdiction of such courts.

11.2. **Assignment.** Neither party may transfer or assign its rights or obligations under this MSA to any third party without the prior written approval of the other party, except for an assignment to an affiliated company or to a successor in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall be void. Subject to the foregoing, this MSA will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

11.3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by email.

11.4. **Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This MSA will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

11.5. **Severability.** If any provision of this MSA is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

11.6. **Force Majeure.** Except for payment obligations under this MSA, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, labor strikes, pandemic or other public health crises.

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Last Update: June 30, 2025