

OYO AI Master Subscription Agreement

Introduction

This Master Subscription Agreement ("MSA") constitutes a legally binding agreement between the entity identified as "Customer" ("Customer") and the OYO AI entity specified in the relevant Order ("OYO AI"). This agreement governs the use of the Software and the provision of associated Professional Services. The term "MSA" encompasses this document, including any referenced attachments and documents.

1. Definitions

1.1 Affiliate: Refers to any person or entity that directly or indirectly possesses, controls, is controlled by, or shares control with a party. Control is defined as owning or directing more than 50% of the voting equity securities or a similar ownership interest in the controlled entity.

1.2 Customer Application: Denotes any software application owned by Customer or licensed from a third party, accessible, used, processed, or made available through the Software.

1.3 Confidential Information: Encompasses information maintained in confidence by a disclosing party, whether communicated in written or oral form, marked as proprietary, confidential, or otherwise identified as such. This includes information that, due to its form, nature, content, or mode of transmission, a reasonable recipient would consider confidential or proprietary. It also covers OYO AI's offers, pricing, and any benchmark data or results generated. The Software may contain valuable trade secrets and Confidential Information of OYO AI.

1.4 Customer Data: Refers to any information provided by Customer or a User to OYO AI, or authorized for access, either during the use of the Subscription or in connection with Professional Services provided by OYO AI.

1.5 Documentation: Encompasses all written and electronic information and materials made generally accessible by OYO AI to Customer via <https://OYOAI.com>. This includes technical and user manuals, operating instructions, and any related content. However, Documentation excludes third-party content posted on <https://OYOAI.com>, content in user forums hosted or moderated by OYO AI, content regarding future functionality, or communications between OYO AI and Customer unless expressly identified as Documentation within a relevant Order.

1.6 Initial Term: Signifies the duration specified in an applicable Order.

1.7 Order: Refers to the document through which Customer or its Affiliates acquire a Subscription, including Professional Services (if applicable), and may include a Statement of Work.

1.8 Professional Services: Denotes technical, installation, integration, configuration, consulting, and training services provided to Customer by OYO AI or designated subcontractors, as detailed in a Statement of Work.

1.9 Redistributable Components: Refers to software components, in object code format, provided by OYO AI. These components are intended to be incorporated into a Customer Application as an inseparable composite work.

1.10 Software: Signifies the object code versions of OYO AI software described in an Order.

1.11 Statement of Work: Represents a document outlining the Professional Services to be delivered by OYO AI to Customer. For the purposes of this MSA, a Statement of Work constitutes an "Order."

1.12 Subscription: Comprises the License and Support, as described in an Order.

1.13 Support: Denotes technical support for the Software, as specified in Section 5 below.

1.14 User: Refers to any individual employee, contractor, or third-party agent authorized by Customer to use Software licensed under this MSA. The number of Users associated with each Subscription is indicated in the Order(s).

2. License

2.1 License Grant for Software. Subject to the terms and conditions outlined in this MSA, OYO AI hereby grants Customer a nonexclusive, non-transferable, revocable, and non-sublicensable license, for the duration of the relevant Order, to utilize the Software and Documentation. This usage is exclusively for Customer's internal business purposes and is limited to the platforms specified in the relevant Order. The specifics of the License, including licensing metrics, are detailed in each applicable Order.

2.2 License Grant for Redistributable Components. In accordance with the terms and conditions of this MSA, OYO AI grants Customer a non-transferable, revocable, and non-sublicensable license, for the duration of the relevant Order, to replicate the Redistributable Components identified in the Documentation. This license pertains solely to object code format and allows the distribution of copies of the Redistributable Components to Customer's end-user customers ("End Users"). These copies must be distributed as inseparably combined works, as specified in the relevant licensed Order (the "Redistributable Components License").

2.3 License Grant to Customer Affiliates. Customer's Affiliates have the option to license the Software and Documentation, provided each such Affiliate executes a separate Order. This Order is subject to the terms and conditions of this MSA. Any use of the Software or Documentation by Customer's Affiliates will count toward the metrics specified and does not absolve Customer of its obligations under this MSA.

2.4 Data Usage for AI Training. OYO AI may collect and employ project-related data and user progress data to enhance its AI algorithms and offerings, including user-specific recommendations and AI training. By utilizing our Software and Services, you grant OYO AI the rights to collect, process, and analyze such data for these purposes. OYO AI will handle this data in compliance with its Privacy Policy and Data Processing Addendum.

2.5 License Conditions and Restrictions.

(i) User Authentication and Security: Customer shall not attempt to bypass or assist in bypassing individual login requirements for each User, license requirements, security features, access logs, or other provided security measures. OYO AI may furnish administrator login credentials to enable Customer to assign usernames and passwords to Users. Customer assumes full responsibility for the use of such credentials and must promptly notify OYO AI if these credentials are compromised or suspected of being misappropriated.

(ii) Software Installation and Internet Connectivity: Customer must adhere to recommended installation procedures for Software licensed under this MSA. Unless otherwise agreed upon, Customer commits to keeping the server(s) hosting the Software continuously connected to the Internet without electronically or otherwise blocking data transmission essential for MSA compliance. Any such data transmission blocking is considered a material breach of the MSA.

(iii) Responsibility for Systems: Customer is responsible for providing the necessary systems, servers, software, and network infrastructure to access and utilize the Software. Customer is also accountable for all actions and omissions of its Users, as if they were Customer's own.

(iv) Prohibited Actions: Customer will not, directly or indirectly, (a) act as a service bureau, application service provider, or similar service provider to third parties, sublicense, transfer, lease, rent, or otherwise assign its rights in the Software, Redistributable Components, or the Documentation to any third party; (b) modify, create derivative works of, reverse engineer, decompile, or disassemble the Software, Redistributable Components, or the Documentation; (c) use any of the Software, Redistributable Components, or the Documentation for which it has not paid; (d) use the Software, Redistributable Components, or Documentation in violation of applicable laws; (e) alter or remove proprietary rights notices or legends on or in the Software, Redistributable Components, or Documentation; or (f) use the Software, Redistributable Components, or Documentation in a manner inconsistent with this MSA, including OYO AI's Acceptable Use Policy available at <https://OYOAI.com/acceptable-use-policy/>, which is incorporated herein.

2.6 Customer Data.

(i) Ownership and Rights: Customer maintains all rights, title, and interest in and to all Customer Data. Customer will ensure that it possesses all rights in Customer Data required for OYO AI to provide the Subscription without infringing on third-party rights. Customer agrees not to provide any sensitive personal information, such as health or payment card data, that imposes specific

data security obligations unless it is a supported feature as per the Documentation of the applicable Software. OYO AI does not assume any obligations related to Customer Data beyond those expressly outlined in this MSA or as required by applicable law. Customer is solely responsible for the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data, and its use of Customer Data with the Subscription.

(ii) Data Processing: OYO AI may use Customer Data for the purpose of delivering the Subscription in accordance with this MSA. Metadata, technical data, and related operational information collected from Customer's use of the Subscription may be utilized by OYO AI for internal purposes, including the development, enhancement, operation, and support of its products and services.

2.7 Trial Use.

(i) Trial Period: Subject to the terms and conditions offered to Customer for trial use and those outlined in this MSA, Customer may access and use the relevant Software, Redistributable Components, and/or Documentation on a trial basis for the duration stated in the corresponding Order or OYO AI internet portal ("Trial Period"). At the conclusion of the Trial Period, Customer's access and use rights to the Software, Redistributable Components, and/or Documentation, as provided herein, automatically expire, and Customer agrees to discontinue such access and usage.

EXCEPT FOR THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE, REDISTRIBUTABLE COMPONENTS, AND/OR DOCUMENTATION ARE PROVIDED "AS IS," AND OYO AI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS MSA, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

3. Warranty

3.1 Warranty of Software. OYO AI provides the following warranties:

(i) OYO AI has the legal entitlement to license the Software to Customer.

(ii) The Software will substantially conform to the Documentation.

(iii) At the time of Software delivery to Customer, it will be free from computer viruses, malware, ransomware, or other malicious code.

However, OYO AI does not warrant that the operation of the Software will be uninterrupted or completely free from bugs or errors. Both parties acknowledge and understand that customary license keys, such as those limiting the number of Users in accordance with the applicable

Order(s) and restricting access after the termination or expiration of the current license term, may be embedded in the Software.

3.2 Data Usage Disclaimer. OYO AI reiterates that the operation of the Software is not guaranteed to be uninterrupted or entirely free from bugs or errors. Both parties acknowledge that customary license keys may be present in the Software as mentioned earlier. Additionally, OYO AI may utilize project-related data and user progress data for AI training and user-specific recommendations. Customers are strongly encouraged to leverage OYO AI's Professional Services for optimizing AI recommendations before making substantial investments.

3.3 Exclusive Warranties. The warranties provided in Section 3.1 are exclusive. OYO AI expressly disclaims all other warranties, whether express or implied, regarding the Software, Redistributable Components, or the Documentation, including but not limited to warranties of fitness for a particular purpose and merchantability. Notwithstanding any other provision, if OYO AI breaches the applicable warranty mentioned above and Customer promptly notifies OYO AI in writing of the nature of the breach, OYO AI will exert commercially reasonable efforts to promptly repair or replace the non-conforming Software at no additional charge.

4. Fees and Audit

4.1 Payment Terms. Each Order is payable annually in advance, as specified in the relevant Order. OYO AI may provide temporary license keys to Customer until the corresponding invoice is paid in full. Late payments may incur finance fees of 1.5% per month. Furthermore, OYO AI retains the right to suspend or terminate Customer's access to the Software without liability if Customer fails to rectify any instance of non-payment within 15 days of receiving notice from OYO AI.

4.2 Taxes. Amounts outlined in an Order do not include applicable sales, use, VAT, consumption, or any other taxes. Customer is responsible for timely remitting all such taxes. Customer agrees to indemnify OYO AI and hold OYO AI harmless from and against any such taxes. Customer shall also promptly reimburse OYO AI for any taxes that OYO AI is required to pay as a result of Customer's failure to do so.

4.3 Fees for Excess Usage. Customer shall immediately owe and pay fees associated with usage in excess of the licensed Software amounts and promptly remedy any underpayments, both retroactively and prospectively, for the remainder of the Subscription term.

4.4 Records and Reporting. Customer shall provide OYO AI with a written summary of its Software usage upon OYO AI's request, during or after any Subscription term. Customer must maintain complete, current, and accurate records of the location of each Software copy in its possession for at least five (5) years. Additionally, Customer shall maintain records of User locations and User counts under this MSA.

4.5 Indemnification. Customer agrees to release, indemnify, and hold OYO AI, its Affiliates, and licensors harmless from any and all losses, damages, expenses (including reasonable attorney's fees), rights, claims, or actions arising from or related to:

(i) Customer's or any User's breach of Section 2 of this MSA, or

(ii) Any allegations that materials or data uploaded to the Software or used in connection with the Software infringe or misappropriate any patent, copyright, trademark, or trade secret due to AI-related activities.

5. Support Services

5.1 Support Offerings

OYO AI agrees to provide Customer with technical support services ("Support Services") in accordance with the terms and conditions outlined in this Clause. Support Services are designed to assist Customer in using the Software effectively and resolving technical issues that may arise during the Subscription term.

5.2 Access to Support

During the Subscription term, Customer shall have access to OYO AI's support resources, which may include:

(a) Access to OYO AI's online support portal or helpdesk, where Customer can submit support requests and access resources such as knowledge base articles, FAQs, and user guides.

(b) Email support: Customer may contact OYO AI's support team via email for assistance with technical issues or inquiries related to the Software.

(c) Phone support: OYO AI may provide phone support during specified business hours, as detailed in the applicable Order.

5.3 Response Times

OYO AI will use commercially reasonable efforts to respond to support requests in a timely manner, based on the severity and impact of the reported issue. Response times may vary based on the support plan and level of severity assigned to the issue.

5.4 Scope of Support

Support Services cover assistance with the following:

(a) Resolving technical issues related to the Software's functionality, features, and performance.

- (b) Providing guidance on best practices for using the Software effectively.
- (c) Offering troubleshooting and diagnostic assistance for identified problems.
- (d) Delivering software updates and patches, if available, to address reported issues.

5.5 Exclusions

Support Services do not cover the following:

- (a) Support for third-party software or hardware not specified in the applicable Order.
- (b) Customization of the Software beyond the scope defined in the Order, including but not limited to the development of new features or functionalities.
- (c) Issues caused by the use of the Software in a manner not compliant with this MSA or the Documentation.
- (d) Support for outdated or unsupported versions of the Software.
- (e) Training or education services beyond what is expressly included in the Order.

5.6 Support Hours

OYO AI's standard support hours are 09.00 am 6.00 pm, North American Central Time Zone. Additional support options or extended support hours may be available upon request and subject to additional fees.

5.7 Renewal of Support Services

At the end of each Subscription term or Extension Term, Customer may choose to renew Support Services by executing a new Order. OYO AI reserves the right to modify the scope and pricing of Support Services upon renewal.

5.8 Customer Responsibilities

Customer agrees to:

- (a) Promptly report technical issues to OYO AI's support team through the designated support channels.
- (b) Provide OYO AI's support team with sufficient information, including error messages and system logs, to facilitate issue diagnosis and resolution.

(c) Cooperate with OYO AI's support team in performing diagnostic tests and troubleshooting procedures.

(d) Ensure that Customer's personnel responsible for interacting with OYO AI's support team are adequately trained on the Software.

5.9 Limitation of Support Liability

OYO AI's liability for Support Services is limited to the terms specified in this Clause and shall not exceed the total amounts paid by Customer for Support Services during the twelve (12) months preceding the event giving rise to a support-related claim.

5.10 Updates to Support Terms

OYO AI reserves the right to update and modify the terms and conditions of Support Services, including response times, support hours, and available support channels. Any such updates will be communicated to the Customer in writing and will apply to subsequent Subscription terms.

6. Professional Services

6.1 Service Duration and Additional Requests: OYO AI commits to providing Professional Services with due care and skill as specified in the relevant Order. Unless explicitly stated otherwise in the Order, these services are billed on a time and materials basis. It is essential to emphasize that OYO AI is not bound by any obligations to guarantee specific outcomes. For the service duration, it's established that OYO AI includes one hour of service per month. Any additional service requests beyond this one-hour allocation will be subject to a separate contract and associated costs. Regarding expenses incurred during the provision of Professional Services, the Customer is responsible for reimbursing OYO AI for reasonable travel and expenses, provided they conform to the Customer's travel policy. In the event of early termination of the Order by the Customer, any costs incurred by OYO AI in accordance with the Customer's travel policy will remain the responsibility of the Customer.

6.2 Intellectual Property Rights. Except for Customer's pre-existing intellectual property or Customer Data provided by the Customer, all intellectual property rights, including moral rights, arising from or related to any Professional Services shall exclusively belong to OYO AI or its licensors. Customer is granted a non-exclusive, non-licensable, non-sublicensable, non-transferable right to use the Professional Services and all works derived from them during the applicable Subscription term, solely in connection with the Software.

6.3 Recommendation for Professional Services. It is highly recommended that Customer engages OYO AI's Professional Services before making significant investments based on AI recommendations to ensure optimal results and cost-effectiveness.

7. Indemnification

7.1 Ownership of Intellectual Property. Except for the limited license rights granted under this MSA, OYO AI retains title, ownership rights, and all intellectual property rights pertaining to the Software and Documentation.

7.2 OYO AI's Defense Obligation. OYO AI commits to defend Customer against any third-party claims asserting that Customer's use of the Software or Redistributable Components in accordance with the terms herein infringes or misappropriates any patent, copyright, trademark, or trade secret. To avail of this defense, Customer must:

- (i) Promptly notify OYO AI of the claim.
- (ii) Reasonably cooperate with OYO AI.
- (iii) Allow OYO AI to manage the defense and any related settlement negotiations.

OYO AI will cover the damages or costs finally awarded by a court against or agreed to by OYO AI in settling such claims.

7.3 Remedies for Injunctions. In case an injunction is sought or obtained against Customer's use of the Software or Redistributable Component(s) due to a third-party infringement claim, OYO AI may, at its discretion and cost:

- (i) Procure the right for Customer to continue using the affected Software or Redistributable Component(s).
- (ii) Replace or modify the affected Software with functionally equivalent software that doesn't infringe.
- (iii) Terminate the Subscription and refund the Subscription fee for the affected Software or Redistributable Component(s), minus a usage charge based on a 12-month amortization schedule if (i) or (ii) are not commercially feasible.

7.4 Limitations on Infringement Claims. OYO AI shall not be liable for any third-party infringement claims arising from:

- (i) Use of a version of the Software or Redistributable Component(s) other than the then current, unaltered version, unless the infringing portion is part of the then current, unaltered release.
- (ii) Use, operation, or combination of the Software or Redistributable Component(s) with non-OYO AI programs, data, equipment, or documentation if such infringement could have been avoided but for such use, operation, or combination.

7.5 Customer's Indemnification Obligation. Customer agrees to release, indemnify, and hold OYO AI, its Affiliates, and licensors, along with their respective officers, employees, directors, managers, partners, and agents, harmless from any losses, damages, expenses (including reasonable attorney's fees), rights, claims, or actions arising from:

(i) Customer's or any User's breach of Section 2 of this MSA.

(ii) Allegations that materials or data (a) maintained on Customer's or any Users' behalf, or (b) uploaded to the Software or used in connection with the Software, infringe or misappropriate any patent, copyright, trademark, or trade secret.

7.6 Customer's Indemnification for Customer Application. If Customer has licensed the Software for a Customer Application, Customer shall, at its own expense, defend, indemnify, and hold OYO AI harmless from any losses, costs, or damages resulting from third-party claims arising from or in connection with the use, manufacture, or distribution of the Customer Application by Customer, Customer's Users, or End Users in any country. However, this indemnification obligation shall not apply to infringement actions or claims based solely on the use of the Software in the form provided by OYO AI.

8. Confidentiality

8.1 Use and Disclosure of Confidential Information. Any party receiving Confidential Information from the other party, unless otherwise authorized in writing by the disclosing party, commits to the following:

(i) To utilize said Confidential Information solely for the purposes outlined in this MSA.

(ii) Not to disclose such Confidential Information to any third party, except to those Representatives (e.g., directors, managers, officers, employees, subcontractors, consultants, representatives, and agents) of the receiving party who require access for the execution of this MSA and who have agreed to non-disclosure obligations at least as stringent as those established in this MSA.

The receiving party and its Representatives must take measures to prevent the unauthorized use, disclosure, dissemination, or publication of Confidential Information, with the same degree of care applied to protect their own similar confidential information, but in no event less than a commercially reasonable standard. Additionally, data collected for AI training and user-specific recommendations is to be treated as Confidential Information.

8.2 Exceptions to Confidentiality Obligations. The confidentiality obligations described in this Section 8 shall not apply in situations where disclosure is necessitated by a validly authorized subpoena, court order, or government authority with competent jurisdiction. However, prior to any such disclosure, the receiving party must promptly notify the disclosing party and cooperate

fully, to the extent permitted by applicable law, allowing the disclosing party to seek protective measures or other remedies to restrict or limit such disclosure.

8.3 Destruction of Confidential Information. Upon request by the disclosing party, the receiving party shall provide written certification of the destruction of all copies, abstracts, summaries, and documents containing Confidential Information.

8.4 Injunctive Relief for Breach. Any breach of the confidentiality obligations outlined in this Section constitutes a material breach of this MSA. The parties recognize that such a breach may cause irreparable harm to the disclosing party, rendering it without an adequate legal remedy. Consequently, the disclosing party is entitled to seek injunctive relief in addition to all other available remedies, without the necessity of posting a bond or any other security in connection with such relief.

8.5 Duration of Confidentiality Obligations. This Section 8 will remain in effect for the duration of this MSA and for two (2) years following the termination of this MSA or the relevant Order, and in the case of Confidential Information considered a trade secret under applicable law, for as long as such Confidential Information retains its status as a trade secret.

9. Limitation of Liability

9.1 General Limitation. Except in cases of a party's willful breach of a material term of this MSA or breach of its confidentiality obligations under Section 8, the maximum aggregate liability for damages (whether direct or otherwise), in relation to performance or non-performance arising from or under this MSA, irrespective of whether such damages are contractual, tortious, due to strict liability, or otherwise, shall not exceed the total amounts paid or payable by Customer to OYO AI for the 12-month Subscription period immediately preceding the event giving rise to such liability.

9.2 Excluded Damages. Notwithstanding any contrary provision, under no circumstances shall either party be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, regardless of foreseeability, arising from or under this MSA, except for damages resulting from:

(i) A willful breach of a material term of this MSA.

(ii) Breach of confidentiality obligations under Section 8.

9.3 Disclaimer Regarding Customer Applications. OYO AI shall not be liable in any manner for Customer Applications, including errors or omissions in content. OYO AI expressly disclaims responsibility for any loss or damage, including but not limited to lost profits, lost revenues, loss of data, loss of use, or loss of business, whether or not foreseeable, resulting from the use of any content uploaded or transmitted in connection with or through the Software. Customer acknowledges that OYO AI and its designees possess the right (though not the obligation) to

refuse or remove any Customer Application associated with or accessible through the Software, including for violations of this MSA or any OYO AI policies or terms of use.

10. Term and Termination

10.1 Commencement and Extension of MSA Term. This MSA's term shall initiate upon Customer's acceptance (the "Effective Date") and shall endure until the termination or expiration of the most recent Order. Any accompanying Orders will automatically renew for successive one-year periods, referred to as "Extension Terms," after the Initial Term or any prior Extension Term.

10.2 Extension Term Subscription. Customer shall continue to access the Subscription during any Extension Term by remitting OYO AI's prevailing fees. Unless otherwise stipulated in an Order, extension fees shall be payable to OYO AI at least thirty (30) days before the commencement of the pertinent Extension Term.

10.3 Termination for Cause. Either party may promptly terminate one or more existing Orders by issuing written notice to the other party if the other party:

- (i) Breaches a substantial provision of this MSA.
- (ii) Is declared bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator, or trustee is appointed to oversee such party's affairs.
- (iii) Is dissolved.

Termination for cause will only be effective if the breaching party fails to remedy the breach within thirty (30) days following the non-breaching party's written notice of such breach.

Additionally, either party may terminate an Order at the conclusion of the Initial Term or any subsequent Extension Term by providing the other party with a minimum of 90 days' written notice before the commencement of the following Extension Term.

10.4 Post-Termination Obligations. Upon termination of this MSA or any Order, Customer, at OYO AI's direction, must, within 30 days of such termination, either destroy or return all affected Software and Documentation. Customer shall also furnish a written certification confirming compliance with this Section 10.4.

In the event of the MSA's expiration or termination, and if Customer held a Redistributable Components License, Customer shall:

- (a) Halt reproduction and distribution of the Redistributable Components, except as otherwise provided.

(b) Promptly certify to OYO AI that such cessation has occurred.

However, for Customer Applications distributed by Customer prior to the expiration or termination and for which Customer retains the Redistributable Components License, Customer may maintain one (1) copy of the Redistributable Components for the purpose of supporting existing End Users of the Customer Application, subject to the condition that all applicable fees owed to OYO AI have been paid. It is expressly acknowledged and agreed that, post-termination, Customer is not entitled to Support, and OYO AI has no further obligation to provide Support to Customer. Customer assumes all risks pertaining to the Customer Application.

10.5 Survival of Provisions. Any provisions and obligations in this MSA or any Order that, by their nature, should endure beyond termination shall survive such termination. This includes provisions and obligations related to accrued payment rights, confidentiality commitments, warranty disclaimers, liability limitations, the engagement of third parties, and liability for taxes and premiums.

11. Miscellaneous

11.1 Force Majeure. OYO AI is not liable for any failure to perform its obligations under this MSA due to circumstances beyond its reasonable control, including acts of God, terrorist acts, regulatory changes, epidemics, pandemics, strikes, natural disasters, power outages, and more.

11.2 Assignment. Either party may assign this MSA and its rights or obligations to its Affiliates or in connection with business transfers, mergers, or changes in control. The terms of this MSA will apply to permitted successors and assigns. Unauthorized assignments are void.

11.3 Severability. If any part of this MSA is found unenforceable, it will not affect the validity of the remaining provisions.

11.4 Waiver. Failure to enforce any provision does not waive the right to do so later. Waivers must be in writing.

11.5 Notices. All notices must be in writing and can be delivered in person, by courier, registered mail, or electronically. Notices are effective immediately upon delivery.

11.6 Open Source Software. The Software may include open source software subject to separate license terms.

11.7 Export Restrictions. Customer agrees to comply with all export laws and regulations, including restrictions on the use of the Software for prohibited purposes.

11.8 Compliance with Laws. Customer agrees to comply with all applicable laws, regulations, and ordinances when using the Subscription.

11.9 Counterparts. This MSA and Orders may be executed in multiple counterparts, including electronic format.

11.10 Governing Law. This MSA is governed by the laws of the State of Delaware. Any disputes will be resolved in state or federal courts in Delaware, except in countries where such resolutions are not recognized or enforced.

11.11 Third Party Offerings. Customer must comply with terms and conditions of third-party products and services used with the Software.

11.12 Interpretation. Section headings are for reference only. "Including" means "including without limitation."

11.13 Publicity. OYO AI may use Customer's name and disclose the licensing relationship but cannot suggest endorsement without written permission.

11.14 Independent Contractors. Parties are independent contractors, and their employees do not represent each other.

11.15 Notice for California Users. California users have specific consumer rights.

11.16 Privacy and Data Protection Agreement. Parties agree to comply with data protection laws. OYO AI processes data according to its Privacy Policy and Data Protection Agreement.

11.17 Security Emergencies. OYO AI may suspend services if security is compromised.

11.18 Order of Precedence. In case of conflict, documents are prioritized: Order Form, this MSA, and DPA if applicable.

11.19 Export Control and Compliance. Customer must comply with export control laws.

11.20 Legal Review. This Agreement has been reviewed and approved by legal counsel.

11.21 Entire Agreement. This MSA, with its incorporated documents, is the complete agreement and supersedes all prior discussions or agreements. Last Updated September 06, 2023