

TerraNavitas Master Subscription Agreement (MSA)

Including U.S. Data Processing Addendum and U.S. State Privacy Addendum

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Table of Contents

1. Definitions
2. Scope; Access & Use
3. Orders; Term; Renewal
- 3A. Trials & Betas
4. Use Restrictions; Verification
5. Customer Data; Aggregated/De-identified Data
6. Security; Privacy; Subprocessors
7. APIs; Keys; Fair Use
8. Third-Party Materials; Open Source
9. Fees; Payment; Taxes
10. Service Levels & Support
11. Intellectual Property; Work Product; Feedback
12. Confidentiality
13. Warranties; Disclaimers
14. Indemnification
15. Limitations of Liability
16. Suspension; Termination; Effect
17. Compliance; Government; Export; Anti-Corruption
18. Insurance
19. Publicity
20. Assignment; Change of Control
21. Dispute Resolution; Governing Law; Arbitration; Class Action Waiver
22. Changes to Terms
23. Entire Agreement; Order of Precedence; Severability; Waiver
- Annex A — Acceptable Use Policy (AUP)

Annex B — Service Levels (SLA)

Annex C — Privacy & Data Transfers (Summary)

Annex D — Clickwrap Acceptance (Summary)

Exhibit 1 — Data Processing Addendum (U.S.)

Exhibit 2 — U.S. State Privacy Addendum (CA, CO, CT, VA, UT, IA, TN, TX)

1. Definitions

“Agreement” means this MSA together with all Orders, SOWs, and policies expressly incorporated by reference (including the AUP, SLA, Privacy Policy, and Data Processing Addendum (DPA)).

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Customer Data” means data, content, or materials submitted to the Services by or for Customer.

“Documentation” means TerraNavitas user guides, online help, and technical documentation for the Services.

“Order” means an order form or online checkout specifying Services, quantities, pricing, and term.

“Services” means TerraNavitas-hosted software, the ODIS suite (including Explore, Workspace, Collaborate, Connect, Analyze, Valuate, and other modules), data subscriptions, APIs/SDKs, connectors, add-ons, and related support.

“Subscription Term” means the period specified in an Order.

“Usage Data” means telemetry, logs, metrics and learnings about configuration and use of the Services, excluding Customer Data.

“Aggregated/De-identified Data” means data derived from Customer Data and/or Usage Data that has been aggregated and/or de-identified so that it cannot reasonably be linked to a person, household, or Customer.

“User” means an employee or contractor of Customer authorized to access the Services.

2. Scope; Access & Use

Grant. Subject to this Agreement and timely payment of Fees, TerraNavitas grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Term for internal business purposes.

Accounts & Admin. Customer is responsible for Users’ compliance, password security, and role assignments.

Professional Services. If purchased, services will be described in an SOW. Unless an SOW states otherwise, services are time-and-materials. Deliverables designated as Customer-Owned Deliverables in an SOW are owned by Customer, subject to TerraNavitas’s underlying IP (see Section 11).

3. Orders; Term; Renewal

Orders. Each Order specifies plan, SKU(s), term, and price.

Auto-Renewal. Subscriptions renew for consecutive terms at then-current rates unless Customer disables renewal through the billing portal or provides timely notice.

TerraNavitas will (i) present clear, conspicuous renewal terms (price, frequency, term, cancellation) before charging; (ii) send a transactional confirmation with key terms and cancellation instructions; (iii) provide simple, immediate online cancellation; and (iv) send renewal reminders 30–45 days before any annual renewal, in each case consistent with applicable automatic-renewal laws.

Quantity Changes. Added seats/usage are prorated; reductions take effect at the next renewal unless otherwise agreed.

Evaluation/Beta. Evaluation or beta features are provided “AS IS” and may be suspended at any time.

3A. Trials & Betas

If Customer accesses any trial, evaluation, proof-of-concept, preview, early access, or beta features or services (collectively, “Trials”), this Agreement governs such Trials.

Trials are provided AS IS, without uptime commitments, credits, support obligations, warranties, or indemnities, and may be suspended, limited, or terminated at any time.

Trials automatically end on the earlier of (i) the stated trial period or (ii) Customer’s purchase of a paid subscription. TerraNavitas has no obligation to retain Customer Data beyond 30 days after a Trial ends unless Customer converts to a paid plan.

Any feedback provided during Trials may be used by TerraNavitas without restriction. Confidentiality obligations apply to non-public Trial features.

4. Use Restrictions; Verification

Restrictions. No resell, sharing with non-Users, bypassing controls/quotas, scraping beyond plan limits, reverse engineering (except as prohibited by law), or AUP violations.

External Sharing & Attribution. Customer may share Outputs externally (e.g., screenshots or static exports in reports, presentations, or public posts) provided that such sharing (i) does not disclose non-public platform screens, credentials, or model prompts; (ii) does not enable third parties to bulk-extract, replicate, or substitute the Services; and (iii) complies with this Agreement, the Acceptable Use Policy, and applicable law. For any public display or publication of Outputs, Customer must include a clear attribution in substantially the following form: “Source: TerraNavitas”. The attribution must be reasonably visible wherever the Output appears publicly. Internal or otherwise non-public uses do not require

attribution. This subsection does not grant any license to either party's trademarks beyond the limited permission necessary to display the foregoing attribution. Scheduled or real-time programmatic feeds or other automated redistribution of Outputs require a separate written add-on and are not permitted under this subsection.

Verification. On reasonable notice not more than annually, TerraNavitas may request an officer certification of compliance and analyze usage logs to confirm adherence to seat/export limits; identified overages will be invoiced after a 15-day good-faith cure/dispute period.

5. Customer Data; Aggregated/De-identified Data

Ownership. Customer retains all right, title, and interest in Customer Data.

License to Host & Process. Customer grants TerraNavitas a license to process Customer Data to provide, secure, support, and maintain the Services; comply with law; and fulfill this Agreement, with subprocessor flow-downs.

Aggregated/De-identified Data & Model Improvement. TerraNavitas may create and use Aggregated/De-identified Data for analytics, benchmarking, research, and product/service operations and safety. Use of Customer Data for model training/improvement is subject to Customer's enterprise opt-out (configurable on request). TerraNavitas will not attempt re-identification or disclose data that reasonably identifies Customer.

Data Portability & Deletion. Customer may export during the Subscription Term and for 30 days thereafter; TerraNavitas will then delete/de-identify Customer Data except as required by law or to enforce rights.

6. Security; Privacy; Subprocessors

Security Program. TerraNavitas maintains administrative, technical, and physical safeguards aligned to industry standards (e.g., access management, encryption in transit/at rest where appropriate, vulnerability management, logging/monitoring, incident response).

Breach Notice. TerraNavitas will notify Customer without undue delay after confirming a personal-data breach impacting Customer Data and, where feasible, within 72 hours of such confirmation, including available details and updates.

Privacy & DPA. Processing of personal data is governed by the DPA (Exhibit 1).

Subprocessors. TerraNavitas maintains a public list and provides prior notice of material changes. Customer may object on reasonable grounds within 30 days; if unresolved in good faith, Customer may terminate the affected Services for a pro-rated refund.

7. APIs; Keys; Fair Use

Keep API credentials confidential; rotate compromised keys promptly. TerraNavitas may throttle or suspend for abuse, security risk, or material AUP violation.

8. Third-Party Materials; Open Source

Third-party software/data/services may be subject to third-party terms. Open-source components are governed by their licenses.

9. Fees; Payment; Taxes

Fees are due per Order (net-30 unless stated otherwise). Late fees accrue at 1.5%/month (or the maximum allowed by law). Fees are non-cancelable and, except as expressly stated, non-refundable. Customer is responsible for taxes (excluding TerraNavitas income taxes). TerraNavitas may accelerate unpaid amounts if the Agreement is terminated for Customer breach.

10. Service Levels & Support

Uptime. Target 99.9% monthly uptime (measured per calendar month), excluding defined SLA exclusions; credits per Annex B (SLA).

Support. Business-hours support: Monday–Friday, 8:00am–5:00pm Central Time, with target response/resolution per the SLA.

Disaster Recovery/Business Continuity. TerraNavitas maintains documented DR/BC plans with commercially reasonable RTO/RPO targets; summaries available upon request.

11. Intellectual Property; Work Product; Feedback

TerraNavitas IP. Rights in the Services, Documentation, datasets, models, and materials remain with TerraNavitas.

Work Product. Generally applicable materials and know-how are owned by TerraNavitas; Customer receives a perpetual license to use them with the Services. SOWs may designate Customer-Owned Deliverables (e.g., configs, runbooks) owned by Customer, subject to TerraNavitas's underlying IP and a license back to TerraNavitas to use de-identified learnings and generalized know-how.

Feedback. Feedback may be used without restriction.

12. Confidentiality

Each party will protect the other's Confidential Information with reasonable care and use it solely to perform this Agreement. Usual exclusions and mandatory disclosures apply.

13. Warranties; Disclaimers

Limited Warranty. The Services will perform materially per Documentation during the Subscription Term.

Disclaimer. Except as expressly provided, the Services, content, and AI outputs are provided “AS IS.” No implied warranties. Customer will not use the Services in high-risk environments.

14. Indemnification

By TerraNavitas (IP). TerraNavitas will defend and indemnify Customer against third-party claims that the Services infringe certain IP rights. Remedies may include procuring rights, modifying/replacing, or terminating with a pro-rated refund. Exclusions apply (e.g., combinations not provided by TerraNavitas, Customer content).

By Customer. Customer will defend and indemnify TerraNavitas for claims arising from Customer Data, unlawful inputs, or violation of this Agreement or law.

Procedure. Prompt notice, sole control, and reasonable cooperation.

15. Limitations of Liability

Cap. The cap for direct damages is the greater of (a) fees paid/payable in the 12 months prior to the claim or (b) US\$100,000. Carve-outs: indemnities, payments owed, willful misconduct, and breach of confidentiality.

Exclusion. No indirect/special/incidentals or lost profits.

Super-Cap. For direct damages arising from a confirmed personal-data breach caused by TerraNavitas’s gross negligence or willful misconduct, the cap is 2× the standard cap.

Misuse Remedies. Unauthorized scraping, re-identification, circumvention of technical controls, or redistribution of non-public materials is a material breach. TerraNavitas may seek injunctive relief and recover actual damages, including reasonable attorneys’ fees for willful misconduct. (This replaces any liquidated-damages multiplier.)

16. Suspension; Termination; Effect

Suspension. TerraNavitas may suspend immediately for material breach, security risk, or non-payment; where practicable, TerraNavitas will provide prior notice and a brief opportunity to cure except in emergencies.

Termination. Either party may terminate for cause on 30 days’ notice if uncured.

Effect. Access ceases upon termination/expiration; each party will destroy non-public materials on request; data export/deletion per Section 5.

17. Compliance; Government; Export; Anti-Corruption

Compliance. Each party will comply with applicable laws, including anti-bribery laws.

U.S. Government End Users. The Services and Documentation are “commercial computer software” and related documentation. The Government’s rights are those in FAR 12.212 and DFARS 227.7202, as applicable, consistent with licenses customarily provided to the public.

Export & Sanctions. Each party represents it is not a denied/restricted party and will comply with the EAR and OFAC sanctions, including screening and prohibitions on restricted end uses/end users. Either party may suspend performance if continuation would breach applicable export/sanctions laws.

18. Insurance

During the Subscription Term, TerraNavitas maintains: (i) Commercial General Liability (\geq US\$1,000,000 per occurrence), (ii) Technology E&O/Cyber (\geq US\$2,000,000 aggregate), and (iii) Workers’ Compensation as required by law; provides a certificate of insurance upon request; and will notify Customer of material changes.

19. Publicity

TerraNavitas may use Customer name and logo in customer lists and marketing, subject to Customer brand guidelines. Customer may opt out by written notice. Regulatory filings are permitted.

20. Assignment; Change of Control

Neither party may assign without the other’s consent, except to an Affiliate or in connection with a merger, reorganization, or sale of substantially all assets. Assignment to a direct competitor requires the non-assigning party’s consent (not to be unreasonably withheld). In the event of Customer’s change of control to a direct competitor of TerraNavitas, the parties will negotiate in good faith; if no agreement is reached within 30 days, TerraNavitas may terminate for convenience with a pro-rated refund. This Agreement binds successors and permitted assigns.

21. Dispute Resolution; Governing Law; Arbitration; Class Action Waiver

Governing Law. Delaware law (without regard to conflicts of law).

Arbitration. Any dispute will be resolved by binding arbitration under the AAA Commercial Arbitration Rules and the FAA, seated in Wilmington, Delaware, before a single arbitrator (three arbitrators for claims over US\$2,000,000). The tribunal will target issuance of an award within 120 days of constitution, with proportionate discovery. Injunctive relief for IP/confidentiality may be sought in court. Class actions/collective arbitrations are waived.

Courts. Delaware state or federal courts have exclusive jurisdiction for ancillary proceedings and to enforce arbitral awards.

22. Changes to Terms

TerraNavitas may update online policies from time to time; material adverse MSA changes apply upon renewal unless earlier changes are required for security or legal compliance (with reasonable notice).

23. Entire Agreement; Order of Precedence; Severability; Waiver

Entire Agreement. This Agreement is the entire agreement between the parties on its subject matter, superseding prior agreements and discussions.

Order of Precedence. Order → MSA → DPA → SLA → AUP → Documentation.

Severability; Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable; the remainder remains in effect. Waivers must be in writing.

Annex A — Acceptable Use Policy (AUP)

- No unlawful activity, malware, credential sharing, or attempts to bypass quotas or controls.
- No scraping outside approved APIs or creation of competing datasets/services from non-public outputs.
- No bulk redistribution of datasets or programmatic feeds designed to replace the Services.
- TerraNavitas may throttle, suspend, or revoke access for violations.

Annex B — Service Levels (SLA)

Uptime. 99.9% per calendar month, measured monthly.

Credits. Applied to the next invoice upon timely claim:

- 10% credit if Monthly Uptime < 99.9% and ≥ 99.0%
- 25% credit if Monthly Uptime < 99.0% and ≥ 95.0%
- 50% credit if Monthly Uptime < 95.0%

Exclusions. Planned maintenance (with notice), emergency maintenance required to address a security or stability risk, force majeure, upstream cloud/platform provider incidents, Customer network or configuration issues, AUP violations.

Support. Business hours: Mon–Fri, 8:00am–5:00pm Central Time, with target response/resolution times described in the support and incidence response guide.

Sole Remedy. Credits are the sole monetary remedy for SLA shortfalls, but are not the sole and exclusive remedy for (i) breach of confidentiality, (ii) IP infringement, or (iii) a confirmed personal-data breach caused by TerraNavitas's gross negligence or willful misconduct.

Annex C — Privacy & Data Transfers (Summary)

- The DPA includes U.S. service provider/processor terms; cross-border mechanisms may be added via separate global modules if needed.
- TerraNavitas honors applicable opt-out signals where required by law and provides methods to exercise data rights.

Annex D — Clickwrap Acceptance (Summary)

- Sign-up screen includes a conspicuous, unchecked checkbox adjacent to the sign-up button with linked Terms and Privacy Policy.
- Consent language: “By checking this box, you agree to the MSA and Privacy Policy.”
- Acceptance logging: user ID, timestamp, IP, user agent, and terms version.
- Records of consent are retained for audit/verification purposes.

Exhibit 1 — Data Processing Addendum (U.S.)

1. Purpose and Scope. This DPA governs Processor's processing of personal data on behalf of Controller in connection with the Services and is intended to satisfy applicable U.S. privacy law requirements for controller–processor (or business–service provider/contractor) contracts.
2. Roles; Nature of Processing. Processor processes personal data only on documented instructions; Processor will not sell/share personal data, use it outside the business purpose, or combine it except as permitted by law (e.g., for security incident detection or to comply with law).
3. Confidentiality and Personnel. Authorized personnel are bound by confidentiality and trained on data protection and security.
4. Subprocessors. Controller authorizes reasonable use of subprocessors; Processor maintains a public list and provides prior notice of material changes; Processor imposes obligations no less protective than those in this DPA and remains responsible for subprocessors.
5. Security. Processor maintains an information security program with safeguards appropriate to the risk and will provide summary security documentation (e.g., SOC 2 excerpt or security overview) on request not more than annually.
6. Personal Data Breach. Processor will notify Controller without undue delay after confirming a personal data breach and, where feasible, within 72 hours of such confirmation, including available details and updates.
7. Assistance; Data Subject Requests. Processor will reasonably assist with consumer requests, DPIAs/privacy assessments, and regulator consultations as required by law; Processor will forward to Controller any consumer request it receives directly regarding personal data processed for Controller.
8. Return or Deletion. At contract end, Processor will return or delete personal data (and delete existing copies) unless retention is required by law.
9. De-identified and Aggregated Data. Processor may create and use Aggregated/De-identified Data consistent with the MSA and will not attempt re-identification.
10. Audits. Controller may review third-party reports or conduct a verification-based assessment annually, subject to reasonable confidentiality and scheduling.
11. Regulatory Inquiries. Processor will notify Controller of formal regulatory inquiries related to the personal data, unless legally prohibited, and will reasonably cooperate.
12. Conflicts; Liability. If this DPA conflicts with the MSA, this DPA controls with respect to personal data processing; liability per the MSA limitations.

Annex 1 — Processing Details

- Subject Matter: Provision of the Services under the MSA.
- Duration: Subscription Term + 30 days (export period) unless required by law.
- Nature and Purpose: Hosting, storage, retrieval, transmission, analysis, support, and security of personal data necessary to provide the Services.
- Categories of Personal Data: Account/profile data, identifiers, contact details, usage/telemetry data, support tickets/logs, and personal data submitted by or for Controller.
- Data Subjects: Controller representatives and end users; individuals whose personal data is included in Customer Data.
- Sensitive Data: Not required by the Services; if submitted by Controller, Controller is responsible for lawful processing.

Annex 2 — Technical and Organizational Measures (TOMs)

- Access management; least-privilege; MFA for administrative access.
- Encryption in transit (TLS 1.2+) and at rest where appropriate.
- Network segmentation; vulnerability scanning; timely patching.
- Logging/monitoring; incident response; disaster recovery.
- Vendor due diligence; subprocessor contracts with flow-down obligations.
- Employee security training; acceptable use policies.

Exhibit 2 — U.S. State Privacy Addendum (CA, CO, CT, VA, UT, IA, TN, TX)

This Addendum incorporates state-specific controller–processor (or business–service provider/contractor) contract elements. If any conflict exists, the more protective term for consumers’ personal data controls. Capitalized terms have the meanings in the applicable state law if not defined in the MSA/DPA.

California (CCPA/CPRA)

- Service Provider/Contractor status; no sell/share; purpose limitation; combination limits per regulations; assistance with consumer requests; subprocessor flow-down; certification of compliance on request.

Colorado (CPA)

- Controller–processor contract elements; assistance with data protection assessments for high-risk processing.

Connecticut (CTDPA)

- Processor duties: confidentiality; deletion/return; make available info; allow reasonable assessments; subprocessor flow-down.

Virginia (VCDPA)

- Follow controller instructions; assistance with consumer rights requests and assessments.

Utah (UCPA)

- Contract elements: instructions; purpose; type; duration; confidentiality; subprocessor flow-down.

Iowa (ICDPA)

- Contract elements substantially similar to other states; deletion/return; assessments; flow-down.

Tennessee (TIPA)

- Recognition of NIST Privacy Framework safe harbor; cooperation with assessments.

Texas (TDPSA)

- Controller–processor contract elements; support for data protection assessments.