

“Brown Bacon”
SOFTWARE AS A SERVICE (SaaS) AGREEMENT

—Summary Index—

Brown Bacon AI – SaaS Terms FAQ Summary Index - Note this section is provided only as a summary and index of the SaaS binding terms are defined in the full contract.

Why a comprehensive SaaS Master Services Agreement?

Simply put, the agreement is protecting you and protecting Brown Bacon AI. Since early 2024, we have observed widespread misuse of open and unmanaged AI that creates significant security, legal, operational, and financial risks—particularly for organizations new to AI. The purpose of this SaaS Agreement is to establish clear guidance and controls for Brown Bacon AI clients so they avoid high-risk activities and operate in a compliant, secure manner. This Agreement also protects Brown Bacon AI by mitigating liability arising from intentional or unintentional client actions that could create legal, business continuity, or financial exposure for either party.

Section 1.1 – Data Ownership: “Your Data, Your AI”

- Who owns our data & AI output?
 - You do. All client-provided data (even if inaccurate/incomplete) remains your exclusive property.
- Will our data train other models?
 - No. Zero data retrain/reuse outside your private instance; no third-party marketing or sale. We do not even allow user session backtraining so your tuning stays locked.
- What license does Brown Bacon get?
 - Limited license only to serve your data to you while the contract is active; terminates at non-renewal or 90 days of non-payment.
- Who owns AI-regenerated outputs?
 - You do. Any recomposed/regenerated content is your new marketable property (e.g., patentable discoveries).
- Do we own Brown Bacon’s tech?
 - No. All models, systems, IP, and methods remain Brown Bacon’s exclusive property.
- How long can we use the platform?
 - Only within your instance, with your data, during an active, paid agreement.
- What happens when we end the contract?
 - Total data destruction within 30 days of non-renewal or 90 days of non-payment (data, logs, tuning, access).
- Any post-termination obligations?
 - Cease all use/display of Brown Bacon Services; delete Brown Bacon assets not owned by you.

Section 2 – Subscription 2.1 Provision of Services

- What’s provided: Services per your Purchase Terms; commercially reasonable/best-effort uptime given AI/web/data realities.
- Not tied to future features: Purchases aren’t contingent on roadmaps or verbal statements.

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2.2 Platform User Licenses (Creators & Admins)

- License basis: Counted per Platform User (Creators/Admins); priced as quoted.

2.3 Content & API Subscription and Rogue Data Protection

- Usage definition: By tier (transfer, content volume, storage, formats) per Purchase Terms.
- Limits/republishing: No republishing beyond approved locations or exceeding 100% monthly usage without written approval. Overages may apply. Add-ons co-terminate unless otherwise agreed.
- Scope of use: Only approved users/locations; no sharing. Client ensures employee/customer compliance.

2.4 Prohibited Use (highlights)

- No unauthorized access/use/copying by third parties or non-authorized staff.
- No reverse engineering/modification/derivatives (except as legally allowed).
- No resale/sublicense/rental/service-bureau.
- Don't remove IP notices or impair security/host environments.
- No unlawful content or malicious code.
- Don't disrupt integrity/performance; no unauthorized access attempts or load testing.
- Don't copy or publicly perform Services/Docs.
- Liability note: Client must not use for illegal/prohibited activities and will defend/hold Brown Bacon harmless from resulting actions.

2.5 Renewal Services

- Cancellation: Written notice 90 days before term ends or it auto-renews.
- Renewal pricing: Up to 20% over prior year's total fees.
 - Rationale: Cloud costs trend 25-28% YoY; 20% cap keeps pricing competitive. Re-quote available on request.
- Discounts: Prior signing discounts don't carry over; renewals reflect current list pricing.
- Late renewal: Contracts not renewed within 90 days of renewal date subject to then-current pricing.

Section 3 – Use of the Services 3.1 Use

- Nature: SaaS hosted on Brown Bacon's cloud providers (AWS/GCP).
- Branding: "Powered by Brown Bacon AI." White-label ("Powered by CLIENT NAME AI") available for a customization fee.
- Code delivery: No source/object code; access via secure portal/credentials.
- Tech requirements: Reliable high-speed internet; modern browser (Chrome/Firefox/Edge).

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3.2 API License

- APIs: Not included by default. API servers/setup/integrations/support are separately quoted per use case.

3.3 Brown Bacon Responsibilities

- Support: Basic support per purchased tier.
- Uptime: Commercially reasonable 24/7 availability, excluding planned downtime and events beyond control.
- Compliance: Delivered per applicable laws/regulations.
- Limits: May include storage/bandwidth caps; Brown Bacon will notify you.

3.4 Client Responsibilities

- User compliance: Ensure all Users follow the Agreement.
- Data stewardship: Client is responsible for confidentiality, accuracy, quality, integrity, and legality of Client Data.
- Security: Prevent unauthorized access; promptly notify Brown Bacon if it occurs.
- Lawful use: Use per Agreement and applicable laws.

Section 4 – Third-Party Goods or Services 4.1 Acquisition

- Add-ons: You may contract with third parties; interoperability is not warranted by Brown Bacon.

4.2 Data and Third Parties

- Data flow: If enabled, Brown Bacon may allow secure transport to third parties for interoperation.
- Liability: You accept responsibility for disclosures/modification/deletion resulting from third-party access.
- Controls: Service may allow blocking unapproved third-party add-ons.

Section 5 – Platform Services, Fees, Billing, Taxes 5.1 Platform Services & User Fees

- What currency and basis? USD; fees based on services purchased, not actual usage.
- Can I cancel or downgrade mid-term? No. Non-cancelable obligations; fees non-refundable (except per Section 11.3); service level cannot be decreased during the term.
- Proration? Mid-month additions are charged for the full current month and all remaining months in the term.
- Billing period? Monthly periods starting from subscription start date.

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5.2 Overage Fees

- What triggers overages? Usage above 100% of any monthly limit for Platform Users, API, or other metered services.
- How are overages billed? Automatically charged per the pricing rules referenced in Section 2.2 of your Purchase Terms.

5.3 Invoicing and Payment

- Billing options: Automated monthly or annual.
- Payment methods: Credit card, ACH, accepted e-payments, or approved PO.
- Authorization: You authorize charges for all fees and applicable sales tax.
- Processing fees: Up to 5% on credit cards (0% on QuickBooks-linked accounts).
- Prepayment: Subscriptions paid in full in advance per your billing frequency.
- Due date: Upon receipt. Keep billing/contact info accurate and current.

5.4 Overdue and Late Fees

- Late fee: 5% per month, compounded monthly, or the legal maximum, after 60 days overdue.
- Collections: You're responsible for collection costs if attempts fail.
- Service impact: Brown Bacon may change payment terms and may limit/terminate services for accounts 60+ days past due.

5.5 Suspension and Acceleration

- When can service be paused? At 60+ days overdue (or 10+ days if on authorized credit card), Brown Bacon may accelerate all unpaid fees, suspend current services, or withhold future services until paid.

5.6 Taxes

- Are taxes included? No. You're responsible for all applicable taxes unless a valid exemption certificate is provided.
- If Brown Bacon must collect: Taxes will be invoiced and must be paid by you.

Section 6 – Proprietary Rights 6.1 Reservation of Rights

- Nature of offering: Subscription to a service.
- Ownership: Brown Bacon retains all rights, title, and IP in the Services. No rights are granted beyond what's expressly stated.

6.2 Restrictions

- You may not:
 - Allow unauthorized third-party access.
 - Create derivative works of the Services.
 - Copy/frame/mirror except on your intranet for internal business.
 - Reverse engineer.

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- Use the Services to build a competitive product or copy features/functions/graphics.

Section 7 – Confidentiality 7.1 Definition

- Confidential Information includes Client Data (Client’s CI), the Services (Brown Bacon’s CI), agreement terms, plans, designs, processes, etc. Exclusions: public, previously known, third-party provided without breach, or independently developed.
- Note: Brown Bacon isn’t responsible for Client CI that Clients place into public or un-secured AI services.

7.2 Protection

- Standard of care: At least reasonable care; no use/disclosure outside this Agreement.
- Access limits: Only to personnel/agents under equal or stronger confidentiality obligations.
- Notice: Prompt notice of unauthorized access; cooperation for injunctive relief.
- Logos: Brown Bacon may disclose client logos for customer engagement and marketing.

Section 7.4 – Compelled Disclosure

- Process: If legally compelled, Receiving Party will promptly notify (where permitted) and reasonably assist so Disclosing Party can seek protective measures.
- Data posture: Minimal logs; no identifiable device info; temporary Q&A logs and aggregate usage only to support HIPAA alignment.

Section 7.5 – EU Data Protection

- Roles: Client = Controller; Brown Bacon = Processor.
- Processing: Processor-only, under Client instructions.
- Conflict rule: DPA controls over this Agreement in case of conflict.

Section 8 – Limited Warranties and Disclaimers 8.1 Brown Bacon Limited Warranty

- Services delivered professionally and workmanlike, materially per Agreement.
- Agreement may update without notice; current version at Agreements URL.
- Remedy reference: See Section 11.2 and 11.3 for termination/refund mechanics.

8.2 Mutual Representations/Warranties

- Authority: Each party is duly authorized.
- Security: No Malicious Code transmission (excluding what a party previously received from the other).

Section 9 – Indemnification from Third-Party Claims 9.1 Client Indemnity

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- Covers Brown Bacon for claims arising from Client Data/User Submissions (3rd-party breaches, IP issues) and Client legal violations.

9.2 Brown Bacon Indemnity

- Covers Client for 3rd-party IP claims alleging the Services (as provided/used per Agreement) infringe/misappropriate IP.

9.3 Conditions

- Prompt notice; indemnifying party controls defense/settlement; reasonable cooperation at indemnifying party's expense; no adverse settlements without written consent.

Section 10 – Limitation of Liability 10.1 Aggregate cap

- Each party's total liability capped at 1/12 of amounts paid by Client in the 12 months before the incident.
- No indirect, incidental, consequential, special, exemplary, or punitive damages.

10.2 Exclusions

- No liability for lost profits/revenues or other indirect/special damages, whether or not advised, subject to non-waivable legal limits.

Section 11 – Term and Termination (Summary)

- 11.1 Term: Starts at Client signature; continues per Purchase Terms; early termination only per 11.2.
- 11.2 Termination for Cause only: 72+ hour complete outage (excluding outside control), uncured material breach (30 days), insolvency; Brown Bacon may terminate on written notice; non-renewal requires 90-day notice.
- 11.3 Refund/Payment: Prepaid nonrefundable except outage-cause termination by Client; refund of remaining prepaid after termination date; if Brown Bacon terminates for cause, Client owes all remaining fees; all accrued fees still due.
- 11.4 Survivals: Sections 5, 6, 7, 8, 9, 10, 11.3, 11.4 (return of data), 12, 13.
- 11.5 SLA: Services are as-is/as-available; no SLA/uptime/performance warranties unless a mutually signed addendum.

Section 12 – Contracting Entity, Law, Notices

- 12.1: Brown Bacon, LLC, Inc. (Nebraska); Nebraska law; exclusive Nebraska courts; service via notice provisions; jury trial waived.
- 12.2: Notices via email; deemed given 2 Business Days after sending (if no bounce); Client must keep contacts current and consents to CAN-SPAM-compliant emails.
- 12.3: Parties agree to the foregoing governing law and exclusive jurisdiction.

Section 13 – General Provisions

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- 13.1 Export: Comply with U.S./applicable export laws; not on restricted lists; no embargo violations.
- 13.2 Relationship: Independent contractors.
- 13.3 No Third-Party Beneficiaries: None unless expressly stated.
- 13.4 Waiver/Cumulative Remedies: No waiver by delay; remedies are cumulative.
- 13.5 Severability: Court may modify unlawful terms; rest remains effective.
- 13.6 Attorney Fees: Client pays Brown Bacon’s reasonable fees to collect unpaid Fees; prevailing party recovers reasonable fees/costs, including appeals.
- 13.7 Assignment: No assignment without written consent (not unreasonably withheld); Brown Bacon may assign upon partial/full sale; binds successors/permitted assigns.
- 13.8 Entire Agreement: Entire understanding; supersedes prior proposals; changes only by written, signed amendment.

—Summary Index End —

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This Software as a Service Agreement (“Agreement”) and any accompanying Brown Bacon, Brown Bacon LLC, BrownBacon.com, BrownBaconai.com (“Brown Bacon”) for any and all provided Brown Bacon services, product and pricing document executed as a standalone order or agreed to as part of application, API access, and/or an online order process on Brown Bacon’s purchasing portal website, is executed by and between Brown Bacon , Inc, a Nebraska company (“Brown Bacon , LLC”) and the named “Client” entity on the Brown Bacon product and pricing document, each referred to as a “Party,” and collectively the “Parties.

—

WHEREAS, Brown Bacon desires to provide software as a service & supporting services to Client according to the terms and conditions set forth below;

WHEREAS, Client desires to purchase and engage with Brown Bacon for such software services & other services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

- “Platform” means the Brown Bacon. systems accessed by Platform Users to create, edit, and manage content, and/or manage Platform User settings on the Brown Bacon services including dashboards, mobile and web interfaces.
- “API” means access and/or deployment of the Brown Bacon API and/or other Platform integrations which allow access to Brown Bacon services or publish access to the content to Client’s website, online service, Customers, or Podcast subscribers/Customers.
- “Platform User(s)” means all individuals who create, edit, and manage content on the Brown Bacon platform, including but not limited to individuals and institutional users, who have been supplied user identifications and passwords or granted access by the Client or by Brown Bacon at the Client’s request. Platform Users do not include general-public Customers without Platform User credentials. Clients may not re-issue user credentials to any users other than those approved by Brown Bacon Unauthorized Platform Access may cause irreparable harm to Brown Bacon which may result in liability to the Client. The number of allowed Platform Users is defined in the Brown Bacon Purchase Terms, Statement of Work, or other agreements signed by both parties.
- “Customers” means public non-Platform Users who do not have access or login to the Brown Bacon Platform, services/API/platform, and are general-public consumers of the content. Brown Bacon tracks Customer engagement for quality, billing, and analytics purposes.
- “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the Client.
- “Business Days” means any days on which commercial banks in Nebraska are open for business.
- “Client’s Data” means all physical or electronic data or information submitted by the Client in connection with the Services.

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- “Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. This Agreement applies to each of the Client's Affiliates.
- “Documentation” means any written or electronically transmitted information provided to the Client by Brown Bacon in connection with the Services.
- “Fees” means the amounts payable to Brown Bacon by the Client in exchange for the Services/Goods ordered or agreed to as specified in the written proposal and subject to the Terms, including any additional amounts otherwise due under this Agreement or the Terms.
- “Malicious Code” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- “Privacy Policy” governs the use of any private information gathered from Users, located at <https://www.BrownBacon.com/privacy>.
- “Services” means any online, cloud-based, associated mobile applications or web-based platform and services that the Client purchases from Brown Bacon , Inc, including optional services provided by Brown Bacon or external third-party services and/or goods.
- “Terms” means the general terms and conditions applicable to use of the Services provided by Brown Bacon , LLC, located at [BrownBacon.com/agreements](https://www.BrownBacon.com/agreements). In the event of a conflict between the Terms and this Agreement, the Agreement shall govern.
- “Brown Bacon Purchase Terms” means the specific features, functions, and allotted number of Users agreed to be purchased by the Client and supplied by Brown Bacon for a set price, time, and number of Users. Purchase terms may also include other terms such as revenue share agreements, use, services, support, integration, and access terms or limitations.
- “Third-Party Goods or Services” means any goods or services provided to the Client by third parties to interoperate with the Services, including but not limited to applications, content, design, consulting, or similar services, and any smartphones, tablets, computers, online, web-based, or cloud-based applications, or offline software or other hardware products provided by third parties.

1.1 - Data Ownership - Your Data, Your AI

All content and data provided by the Client for the purposes of utilizing Brown Bacon AI services shall remain the exclusive property of the Client, including any inaccurate or incomplete data supplied.

Zero Data Retrain or Reuse - Brown Bacon adheres to a strict zero data retrain and zero data reuse policy. All Client data is used solely for delivering the contracted services and is never reused or retrained into any models outside the Client's instance. Your data, logs, answers, questions, or interactions will never be provided to any third party entities for any commercial purpose or marketing.

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We must be granted a license to your content and data in order to provide that data as a service back to you. To provide the services during the term of the active contract, the Client grants Brown Bacon a worldwide, perpetual, irrevocable, royalty-free, non-transferable, and sublicensable license to “serve” the Client-provided data for the purposes of providing, maintaining, improving, training, and commercializing the Services, however this license to Brown Bacon AI and all license rights terminate at non-renewal of the contract or after 90-days of non-payment. Brown Bacon shall not be charged for the usage, consumption, or distribution of such content, unless otherwise expressly agreed in writing.

Any recomposed, regenerated, or AI-generated content derived from submitted content will be considered new, regenerated works owned as Client’s marketable property. Example - Discovering of a new patent process by client’s use of Brown Bacon AI services would be the full property of the Client.

Non-Ownership of Brown Bacon AI Services & IP

A services contract does not give clients interest, ownership or rights to our intellectual property or systems. All AI models, systems, services, training methods, and any patented or patent-pending intellectual property remain the sole and exclusive property of Brown Bacon.

Brown Bacon AI services rely on content and data provided by the Client. The Client shall have no ownership interest or rights to Brown Bacon’s patented or patent-pending systems, services, platforms, APIs, user interfaces, or related technologies. The Client’s rights to use Brown Bacon AI systems are limited strictly to the Client’s instance, their data, logs, and only for the duration of an active, paid agreement.

Full & Total Data Destruction

When the contract ends we destroy all your data - Within thirty (30) days following the expiration of a non-renewed contract or ninety (90) days of non-payment, all data, logs, training data, custom tuning, processes, and related access and systems will be permanently deleted using a non-retrievable, total destruction method.

Miscellaneous - Upon termination of this Agreement, the Client shall immediately discontinue all use, promotion, publishing, and/or display of Brown Bacon Services and shall remove and permanently delete any Brown Bacon data, images, audio, or content not retained under the Client’s exclusive ownership rights.

2. SUBSCRIPTION

2.1 Provision of Services

Brown Bacon shall make the Services available to the Client at the level consistent with the Brown Bacon Purchase Terms. Customer recognizes that the complexity of AI and web

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service application based solutions, and uncontrollable events from poor imported customer data, potential customer and/or public interactions can impact the availability of the service, however all reasonable efforts will be made by Brown Bacon to provide maximum availability of the service. The Client agrees that purchases are neither contingent on the delivery of future functionality or features nor dependent on any oral comments or forward-looking product/solution roadmap statements made by Brown Bacon.

2.2 License to the Platform for Creators & Administrators

The Client agrees to a per Platform User License, which includes Content Creators and/or Client Administrators. Pricing per Platform User License will be quoted by Brown Bacon

2.3 Content & API Subscription & Rouge Data use protection

The Client agrees that Content, application access & API Services/Subscriptions are purchased on an individual subscription basis at a specific level and usage rate (data transfer), content amount, storage space, and other limitations defined in the Brown Bacon Purchase Terms.

The Client may not use, publish or otherwise expose access to the Services beyond these restrictions without express written permission from Brown Bacon. The Client may not sub-license or otherwise install or use Brown Bacon services in a way which they were not specifically approved or contracted for as this may damage the solution or harm Brown Bacon AI. Usage exceeding 100% of the agreed level of services in any month will be charged a usage/overage fee based on Brown Bacon current pricing and stated contract overage fee. Additional services will terminate on the same date as the pre-existing services contract unless otherwise agreed in writing.

Brown Bacon Content & API Subscription is priced based on many factors including but not limited to the number of publication locations, internal Client use or customer use cases, amount of data loaded for AI training/application access, types and/or formats of data provided for application access, and estimated usage. The Client shall not publish Brown Bacon Content & API Subscription services to other locations without written approval from Brown Bacon.

Except as otherwise specified by the Brown Bacon Purchase Terms, the Subscription is only for approved persons or designated documented publication locations and cannot be shared or used by anyone else. The Client is responsible for ensuring that their employees and customers comply with the Terms in using the Services.

2.4 Prohibited Use

The Client may not:

- Permit any third party or client employee, representative, or assignee to install, configure, access, use, or copy the Software or SaaS Services.

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- Modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy, or otherwise exploit the Services or Software except as expressly permitted by law.
- Sell, sublicense, rent, lease, or otherwise transfer rights to the Services or Software.
- Use the Services or Software to operate in or as a time-sharing, outsourcing, or service bureau environment.
- Obscure, remove, or alter any intellectual property rights notices or markings on the Services or Software.
- Use the Services or Software in any manner that could pose a security risk or impair the performance of the computing environment on which they are hosted.
- Make the Services available to anyone other than authorized Users.
- Use the Services to store or transmit infringing, libelous, obscene, or otherwise unlawful material.
- Use the Services to store or transmit Malicious Code.
- Interfere with or disrupt the integrity or performance of the Services or third-party data.
- Attempt or permit others to attempt unauthorized access to the Services or their systems.
- Load test the Services to test scalability.
- Copy, reproduce, publicly perform, or create derivative works based upon the Services or Documentation.

The Client shall not use the Brown Bacon solution for prohibited or illegal activities and shall defend and hold Brown Bacon harmless against any resulting legal action.

2.5 Renewal Services

(i) Client will notify Brown Bacon 90 days prior to the end of the current Term if they wish to cancel the renewal of this Agreement. If no notice is given, the Agreement will automatically renew. (ii) A price increase on automatic renewal shall not exceed 20% increase of the prior year's total fees. (iii) Renewal contracts will not include prior signing discounts or increases in published or quoted list prices for Services. Contracts not renewed within 90 days of the renewal date will be subject to Brown Bacon current pricing.

Why is there a potential 20% rate increase on renewal? - The industry average for increases in technology infrastructure and cloud services increases at a rate of 25%-28%. If you would like we can requote you at new annual updated list rates on renewal. We attempt to provide highly competitive pricing which reflects current prices instead of projected cloud infrastructure cost.

3. USE OF THE SERVICES

3.1 Use

The Services consist of SaaS software running remotely on cloud-based servers controlled by Brown Bacon third-party hosting provider (AWS & GCp). The Client agrees that Brown Bacon may add the phrase “Powered By Brown Bacon AI” visibly but not distractingly to Users on the Brown Bacon System to comply with AI content disclosure

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laws/regulations/best practices. For a customization fee, this branding can be removed and replaced with your own “Powered by CLIENT NAME AI” for compliance.

The Client has no right to receive either an object code or source code version of the software. Usage rights are limited to accessing the Services via a designated portal using credentials provided by Brown Bacon. The Client must have a compatible high-speed internet connection, browser (Firefox, Chrome, or Explorer recommended) hardware, and software.

3.2 API License

Unless specified in the agreement, API server services, setup, installation, integration services, support, and other third-party API integrations are not included in the contract and will be quoted per the Client’s use case.

3.3 Brown Bacon Responsibilities

Brown Bacon shall:

- Provide basic support consistent with the level purchased by the Client.
- Use commercially reasonable efforts to make the Services available 24/7, except for planned downtime or circumstances beyond Brown Bacon control.
- Provide the Services in accordance with applicable laws and regulations.
- The Services may be subject to limitations, such as storage space or Internet bandwidth. Brown Bacon shall inform the Client of any such limitations. The Services may not be used for any purpose in violation of applicable laws or regulations.

3.4 The Client’s Responsibilities

The Client shall:

- Ensure their Users comply with this Agreement.
- Be responsible for the confidentiality, accuracy, quality, integrity, and legality of the Client’s Data.
- Prevent unauthorized access to the Services and promptly notify Brown Bacon of any such access.
- Use the Services in accordance with this Agreement and applicable laws.

4. THIRD-PARTY GOODS OR SERVICES

4.1 Acquisition of Third-Party Goods or Services

The Client may purchase and use Third-Party Goods and Services to interoperate with the Services provided by Brown Bacon. Any purchase or use of Third-Party Goods or Services is solely between the Client and the third-party provider. Brown Bacon does not warrant or guarantee that Third-Party Goods and Services will interoperate with the Brown Bacon system.

4.2 Third-Party Goods or Services and The Client’s Data

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If the Client enables Third-Party Goods or Services, Brown Bacon may allow third-party providers to securely transport the Client's Data as required for interoperation. Brown Bacon is not responsible for any disclosure, modification, or deletion of the Client's Data resulting from such access. The Services may allow the Client to restrict access by preventing Users from installing or enabling additional Third-Party Goods or Services not purchased by the Client.

5.1 Platform Services & User Fees

The Client shall pay all Fees specified in the Client's Brown Bacon Purchase Terms. Except as otherwise specified: (i) all Fees are quoted and payable in United States dollars; (ii) all Fees are based on Services purchased and not actual usage; (iii) payment obligations are non-cancelable, and Fees paid are non-refundable (except as provided in Section 11.3); and (iv) the level of service cannot be decreased during the relevant subscription term. Fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the remaining monthly periods in the relevant subscription term.

5.2 Overage Fees

During the Term of this Agreement, the Client agrees to stay within the limitations of Platform Users, API usage, and other services as defined in the Brown Bacon Purchase Terms. Any usage above 100% within a given 1-month period will be considered over usage, and Brown Bacon will automatically charge the additional fees to the Client account per section 2.2 above.

5.3 Invoicing and Payment

Brown Bacon AI operates client billing on either automated monthly billing or annual billing. If the Client chooses to pay monthly, they will provide Brown Bacon with a valid and updated credit card, ACH, or any other accepted form of electronic payment, or with a valid purchase order acceptable to Brown Bacon. If the Client provides credit card information, they authorize Brown Bacon to charge such credit card for all Fees due and payable according to this Agreement, including any sales tax. A credit card processing fee of up to 5% may be charged (Quickbook linked accounts have a 0% fee). Fees for subscriptions shall be paid by the Client in full in advance of the subscription term, either annually or in accordance with any different billing frequency specified in the Client's Brown Bacon Purchase Terms. All invoiced Fees are due upon receipt. The Client is responsible for maintaining complete and accurate billing and contact information with Brown Bacon.

5.4 Overdue Fees and Late Fees

All past due fees over sixty (60) days from the time invoiced will accrue a late fee at the rate of 5% per month, compounded monthly, or the maximum rate permitted by law, whichever is lower, from the date the Fees were due until paid. Brown Bacon may condition future Orders on different payment terms. If reasonable attempts to collect past due amounts are unsuccessful, the client is responsible for all collection fees incurred by

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Brown Bacon Brown Bacon may limit or terminate use of the services for accounts over sixty (60) days past due.

5.5 Suspension of Service and Acceleration

If any amount the Client owes Brown Bacon is overdue by 60 or more days (or 10 or more days overdue in the case of amounts the Client has authorized Brown Bacon to charge to the Client's credit card), Brown Bacon may, without limiting other rights and remedies, accelerate all unpaid Fee obligations under this Agreement, suspend the Client's current Services, or withhold future Services until all such amounts are paid in full.

5.6 Taxes

Unless otherwise specified, Fees do not include any taxes, levies, duties, or similar governmental assessments, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “Taxes”). The Client is responsible for paying all Taxes associated with the Client's purchases from Brown Bacon. If Brown Bacon has the legal obligation to pay or collect Taxes for which the Client is responsible, the appropriate amount shall be invoiced to and paid by the Client, unless the Client provides Brown Bacon with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights

This is a subscription to a service. Subject to the limited rights expressly granted hereunder, Brown Bacon reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights, including any rights under license, either express or implied, are granted to the Client hereunder other than as expressly set forth herein. The Client will have no ownership or license rights to such additions or modifications except for this subscription.

6.2 Restrictions

The Client shall not (i) permit any third party to access the Services except as permitted herein or as otherwise agreed, (ii) create derivative works based on the Services provided by Brown Bacon, LLC, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services to build a competitive product or service or copy any features, functions, or graphics of the Services.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

“Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally, visually, electronically, in writing, or otherwise, designated as confidential or reasonably understood to be confidential.

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Client Data Confidentiality - The Client's Confidential Information includes the Client's Data; Brown Bacon Confidential Information includes the Services; and each party's Confidential Information includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes. Brown Bacon AI is not responsible for confidential information provided by Clients which they have chosen to add to public or un-secured AI services.

Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation, (ii) was known to the Receiving Party prior to its disclosure without breach of any obligation, (iii) is received from a third party without breach of any obligation, or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information

Except as permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information as it uses to protect its own confidential information (but not less than reasonable care) and not disclose or use any Confidential Information outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information to those employees, contractors, and agents who need access for purposes consistent with this Agreement and have signed confidentiality agreements with protections no less stringent than those herein. The Receiving Party shall promptly advise the Disclosing Party of any unauthorized access to Confidential Information and cooperate in seeking injunctive relief. Brown Bacon may disclose clients' logos for customer engagement and marketing purposes.

7.4 Compelled Disclosure

Due to the systems and security, Brown Bacon AI has limited data available to provide if legally compelled to disclose data. Brown Bacon AI data contains no identifiable IP, MAC or other information to identify users to assure HIPAA compliance. Only temporary Q&A log information and overall usage statistics.

The Brown Bacon may disclose Confidential Information if compelled by law, provided the Receiving Party gives the Disclosing Party prompt prior notice (to the extent legally permitted) to enable the Disclosing Party to seek a protective order or other remedy, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose Confidential Information in a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Receiving Party will disclose only to the extent legally required, and the Disclosing Party will reimburse the Receiving Party for the reasonable cost of compiling and providing secure access to such Confidential Information.

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7.5 European Union Data Protection Directive

If the Client is subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation, or similar statute, Brown Bacon shall not process Client's Data on its behalf. The Client agrees they are the controller of such information and Brown Bacon is the processor. If any term of this Agreement conflicts with any term of the DPA, the conflicting term in the DPA shall control.

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Brown Bacon Limited Warranty

Brown Bacon warrants that the Services shall be provided in a professional, competent, and workmanlike manner and perform materially in accordance with this Agreement. This Agreement may be updated at any time without notice and is provided for reference at <http://www.brownbacon.com/agreements>. For any breach of this limited warranty, the Client's exclusive remedy shall be as provided in Section 11.2 (Termination) and Section 11.4 (Refund or Payment upon Termination).

8.2 Mutual Representations and Warranties

Each party represents and warrants that (i) it has the legal authority to enter into this Agreement and be bound by its terms and conditions, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

9. INDEMNIFICATION FROM THIRD-PARTY CLAIMS

9.1 Client Indemnification. As the Brown Bacon AI solutions are custom trained on client data, the Client shall indemnify, defend, and hold harmless Brown Bacon, its Affiliates, and their respective officers, directors, contractors, and agents, from and against any third-party claim to the extent arising from (a) Client's Data or User Submissions that breach any agreement with a third party, (b) Client's Data or User Submissions that infringe or misappropriate any intellectual property rights, or (c) Client's violation of applicable law.

9.2 Brown Bacon Indemnification. Brown Bacon shall indemnify, defend, and hold harmless the Client, its Affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claim alleging that the Services, as provided by Brown Bacon and used in accordance with this Agreement, infringe or misappropriate such third party's intellectual property rights.

9.3 Conditions. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing prompt written notice of the claim; (b) granting the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim without the indemnified party's prior written consent if such settlement admits liability or imposes obligations on the indemnified party); and (c) providing reasonable cooperation and assistance, at the indemnifying party's expense.

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10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. In no event shall either party's aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, exceed one-twelfth (1/12) the total amount paid by the Client hereunder in the twelve (12) months preceding the incident giving rise to the claim. Neither party shall be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, even if advised of their possibility.

10.2 Exclusion of Consequential and Related Damages

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement

This Agreement commences on the date signed by the Client and shall continue as defined by Brown Bacon Purchase Terms, which initial term shall not be terminated unless in compliance with Section 11.2.

11.2 Termination

Termination for convenience, non-adoption, or non-use is not permitted under this Agreement. All Terms and Conditions remain in force until the expiration of the Agreement, unless termination for cause occurs.

For purposes of this Agreement, “cause” shall mean:

- A complete outage of the Services lasting longer than seventy-two (72) consecutive hours, excluding outages outside Brown Bacon AI's reasonable control (e.g., third-party cloud service disruptions impacting multiple providers). In such a case, the Client may terminate this Agreement immediately upon written notice.
- A material breach by either party, including but not limited to changes in scope or use cases not expressly agreed to by Brown Bacon AI or not covered under the contracted terms, that remains uncured thirty (30) days after written notice.
- A party becoming the subject of bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors.

Brown Bacon may also terminate this Agreement at any time upon written notice to the Client.

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The Client must provide written notice of non-renewal at least ninety (90) days prior to the end of the initial term, as defined in the Brown Bacon Purchase Terms.

11.3 Refund or Payment upon Termination

Prepaid service fees are non-refundable if the Client terminates, except in the event of termination for cause due to the service outage described in Section 11.2.

Upon termination for cause by the Client, Brown Bacon shall refund any prepaid fees covering the remaining subscription term after the effective termination date. If Brown Bacon terminates for cause under Section 11.2, the Client remains responsible for paying all outstanding and remaining fees through the end of the term. In all cases, termination shall not relieve the Client of the obligation to pay any fees accrued prior to the effective date of termination.

11.4 Surviving Provisions

Section 5 (Fees, and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8 (Limited Warranties and Disclaimers), 9 (Indemnification from Third-Party Claims), 10 (Limitation of Liability), 11.3 (Refund or Payment upon Termination), 11.4 (Return of the Client's Data), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

11.5 Service Level Agreement

The Client acknowledges and agrees that artificial intelligence technologies are inherently new, rapidly evolving, and may produce unpredictable or inconsistent results. Accordingly, Brown Bacon AI does not provide, and expressly disclaims, any service level commitments, performance guarantees, uptime assurances, or warranties of accuracy, reliability, or fitness for any particular purpose with respect to the Services.

The Client further acknowledges that the Services may be subject to interruptions, errors, latency, model changes, or availability issues outside of Brown Bacon AI's reasonable control, including but not limited to third-party cloud platforms, model providers, or internet infrastructure.

All Services are provided on an “as-is” and “as-available” basis, and Brown Bacon AI shall have no liability for failure to meet any particular level of service, performance standard, or outcome unless otherwise expressly agreed to in writing in a separate addendum executed by both parties.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

12.1 General

The Client is contracting with Brown Bacon , LLC, Inc., a Nebraska corporation. The Client should direct all notices under this Agreement to “Legal” to the email address per the contract. The Client agrees that the substantive laws of the state of Nebraska, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit arising out of or in connection with this

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Agreement. Any legal action (“Action”) brought under, arising under, relating in any way to, or in connection with this Agreement, its subject matter, or any transactions contemplated hereby, including the interpretation, validity, enforceability and enforcement of this Agreement, shall be brought only in the state or federal courts of the State of Nebraska (the “Nebraska Courts”). Each Party submits to the exclusive jurisdiction of the Nebraska Courts and agrees not to commence any Action covered by this provision in any other court or forum; provided, that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably and unconditionally waives and agrees not to assert (i) any objection to the laying of the venue of any Action in the Nebraska Courts; (ii) any claim that an Action brought in the Nebraska Courts has been brought in an inconvenient forum; and (iii) any claim that the Nebraska Courts do not have jurisdiction with respect to an Action. Each Party irrevocably consents to service of process in connection with any Action being made by utilizing the notice provisions set forth in this Agreement and agrees not to contest any service of process made in an Action in such manner. Each Party irrevocably and unconditionally waives any right to a trial by jury and agrees that any Party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive their right to trial by jury in any Action.

12.2 Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon the second Business Day after emailing, so long as no notice of non-delivery has been received. Notices to the Client shall be addressed to the system administrator designated by the Client for the Client's relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by The Client, or to the email address the Client provides to Brown Bacon. The Client agrees to provide Brown Bacon with the Client's current email address at all times. By the Client's acceptance of this Agreement, the Client agrees to have opted-in for the receipt of email communications pursuant to the provisions of the United States CAN-SPAM Act.

12.3 Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of and venue within the applicable courts stated above.

13. GENERAL PROVISIONS

13.1 Export Compliance

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) the Client shall not permit

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Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction.

13.2 Relationship of the Parties

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

13.3 No Third-Party Beneficiaries

Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.

13.4 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.6 Attorney Fees

The Client shall pay on demand all of Brown Bacon reasonable attorneys' fees and other costs incurred by Brown Bacon to collect any Fees due Brown Bacon under this Agreement. In any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in bringing or defending the action, including on any appeal.

13.7 No Assignment

Neither party may assign any of its obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Except, Brown Bacon may assign this Agreement in its sole discretion if sold partially or in its entirety. Subject to the foregoing, this Agreement shall bind and insure to the benefit of the parties, their respective successors and permitted assigns.

13.8 Entire Agreement

This Agreement, including all exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No

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modification, amendment, or waiver of any provision of this Agreement shall be effective unless