Master Service Agreement

Effective: March 16, 2026 | Version 1.0

1. Agreement

This Master Service Agreement ("Agreement") is entered into by and between Prody ("Provider," "we," "us") and the entity identified in the signature block below ("Customer," "you"). This Agreement governs Customer's access to and use of the Prody product analytics platform ("Service"). By executing this Agreement or accessing the Service, Customer agrees to be bound by these terms.

2. Definitions

- **"Customer Data"** means all data submitted to the Service by or on behalf of Customer, including events, user attributes, account metadata, and any data collected via the Prody SDK.
- **"Service"** means the Prody product analytics platform, including all features, APIs, MCP server, AI-powered capabilities (Signals, Discoveries, Impact, Ask Prody), and associated documentation.
- **"Authorized Users"** means Customer's employees, contractors, and agents who are authorized to access the Service under Customer's account.
- **"Subscription Term"** means the period during which Customer has active access to the Service, as specified in the applicable Order Form or account settings.
- **"Order Form"** means a document or online selection specifying the Service plan, pricing, MTU limits, and Subscription Term agreed upon by the parties.

3. Service Access and Use

3.1 **Grant of Access.** Subject to the terms of this Agreement and payment of applicable fees, Provider grants Customer a non-exclusive, non-transferable right to access and use the Service during the Subscription Term for Customer's internal business purposes.

3.2 **Authorized Users.** Customer may permit Authorized Users to access the Service up to the seat limit specified in the applicable plan. Customer is responsible for all actions taken by Authorized Users.

3.3 **Usage Limits.** The Service is subject to monthly tracked user (MTU) limits, product limits, and seat limits as specified in the applicable plan. Provider will notify Customer before enforcing hard limits on overages and will provide a reasonable grace period.

3.4 **Restrictions.** Customer shall not: (a) sublicense, resell, or distribute access to the Service; (b) reverse engineer, decompile, or disassemble any component of the Service; (c) use the Service to build a competing product; (d) transmit malicious code or interfere with the Service; (e) use the Service in violation of applicable law.

4. Customer Data

4.1 **Ownership.** Customer retains all right, title, and interest in Customer Data. Provider acquires no ownership rights in Customer Data.

4.2 **License.** Customer grants Provider a limited license to process Customer Data solely for the purpose of providing and improving the Service. Provider will not sell Customer Data to third parties.

4.3 **Data Isolation.** Customer Data is logically isolated at the database query level. Each tenant's data is scoped by tenant ID across all routes, jobs, and API endpoints. No cross-tenant data access is possible.

4.4 **Data Portability.** Customer may export Customer Data at any time via the Service's built-in export functionality (CSV, API). Upon termination, Provider will make Customer Data available for export for 30 days before deletion.

5. AI-Powered Features

5.1 **AI Processing.** The Service includes AI-powered features (Signals, Discoveries, Impact, Ask Prody) that use Anthropic's Claude API. When AI features are used, relevant data is sent to Anthropic for processing. Anthropic does not use Customer Data to train AI models.

5.2 **AI Outputs.** AI-generated insights, explanations, and recommendations are informational and should not be the sole basis for business decisions. Provider does not warrant the accuracy or completeness of AI outputs.

5.3 **Token Budgets.** AI usage is subject to daily token budgets as specified in the applicable plan. Provider may adjust budgets with 30 days notice.

6. Fees and Payment

6.1 **Fees.** Customer shall pay the fees specified in the applicable Order Form or plan selection. Fees are quoted in US dollars and are exclusive of applicable taxes.

6.2 **Payment Terms.** Invoices are due within 30 days of the invoice date. Late payments accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

6.3 **Price Changes.** Provider will give at least 30 days written notice before any price increase. Price changes take effect at the start of the next Subscription Term.

6.4 **Early Access.** During the early access period, the Service is provided free of charge. Provider will give at least 30 days notice before requiring payment.

7. Term and Termination

7.1 **Term.** This Agreement commences on the date of execution and continues for the Subscription Term. Monthly plans renew automatically unless either party provides 30 days written notice of non-renewal.

7.2 **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within 30 days of notice; or (b) becomes insolvent, files for bankruptcy, or ceases operations.

7.3 **Effect of Termination.** Upon termination: (a) Customer's access to the Service will cease; (b) Provider will make Customer Data available for export for 30 days; (c) after the 30-day period, Provider will delete Customer Data unless legally required to retain it; (d) any accrued payment obligations survive.

8. Warranties and Disclaimers

8.1 **Provider Warranties.** Provider warrants that: (a) the Service will perform materially in accordance with its documentation; (b) Provider will use commercially reasonable security measures to protect Customer Data; (c) Provider has the authority to enter into this Agreement.

8.2 **Customer Warranties.** Customer warrants that: (a) Customer has the authority to enter into this Agreement; (b) Customer's use of the Service will comply with applicable laws; (c) Customer has obtained appropriate consent to collect and process data from its end users.

8.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS." PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1 **Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM.

9.2 **Exclusion.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 **Exceptions.** The limitations in this Section 9 do not apply to: (a) Customer's payment obligations; (b) either party's indemnification obligations; (c) breach of confidentiality obligations; (d) Provider's gross negligence or willful misconduct in handling Customer Data.

10. Indemnification

10.1 **By Provider.** Provider shall indemnify, defend, and hold harmless Customer from any third-party claim that the Service infringes such third party's intellectual property rights, provided Customer gives prompt notice and cooperates in the defense.

10.2 **By Customer.** Customer shall indemnify, defend, and hold harmless Provider from any third-party claim arising from: (a) Customer's use of the Service in violation of this Agreement; (b) Customer Data; (c) Customer's violation of applicable law.

11. Confidentiality

Each party agrees to maintain the confidentiality of the other party's Confidential Information and to not disclose it to third parties except as necessary to perform obligations under this Agreement. Confidential Information includes business plans, pricing, technical specifications, Customer Data, and any information marked as confidential. This obligation survives termination for 3 years.

12. Data Protection

12.1 If Customer Data includes Personal Data subject to GDPR, CCPA, or similar data protection laws, the parties shall execute a Data Processing Agreement (DPA), which is incorporated by reference into this Agreement.

12.2 Provider's current list of sub-processors is available at prody.com/subprocessors.html. Provider will notify Customer at least 30 days before engaging a new sub-processor.

13. Service Levels

13.1 **Availability.** Provider will use commercially reasonable efforts to maintain 99.9% uptime, measured monthly, excluding scheduled maintenance. Service Level Agreements with financial credits are available for Enterprise plan customers.

13.2 **Support.** Provider will provide support in accordance with the applicable plan: Community support (Free), Priority email support (Pro), or Dedicated support with onboarding (Enterprise).

14. General Provisions

14.1 **Governing Law.** This Agreement is governed by the laws of the State of Delaware, USA, without regard to conflict of law principles.

14.2 **Dispute Resolution.** Any disputes shall be resolved in the state or federal courts located in Delaware. Each party consents to the exclusive jurisdiction of such courts.

14.3 **Entire Agreement.** This Agreement, together with any Order Forms and the DPA (if applicable), constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings.

14.4 **Amendments.** This Agreement may only be amended in writing signed by both parties, except that Provider may update its Acceptable Use Policy and Privacy Policy with 30 days notice.

14.5 **Assignment.** Neither party may assign this Agreement without the other party's written consent, except in connection with a merger, acquisition, or sale of substantially all assets.

14.6 **Severability.** If any provision is found unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

14.7 **Notices.** All notices must be in writing and sent to the email addresses specified in the signature block below, or to legal@prody.com for notices to Provider.

PRODY

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____