

SERVICE AGREEMENT

[Last updated: 16/02/2026]

This Service Agreement ("**Service Agreement**") together with the Data Protection Agreement at <https://stage5.ai/files/Stage5.ai%20LTD%20-%20online%20DPA.pdf> ("**DPA**") (collectively shall be referred to as "**Agreement**") forms a legally binding and enforceable agreement between Stage5.AI Ltd. ("**Stage5**") and customer, a legal entity or an individual using the Services (as such term is defined below) ("**Customer**" or "**you**").

If you (the person accepting this Agreement) are accepting this Agreement or the Subscription on behalf of your employer or another entity, you agree that: (i) you have full legal authority to bind your employer or such entity to this Agreement; and (ii) you agree to this Agreement on behalf of your employer or such entity. If you are accepting this Agreement using an email address from your employer or another entity, then: (i) you will be deemed to represent that party, (ii) your acceptance of this Agreement will bind your employer or that entity to this Agreement, and (iii) the word "**you**" or "**Customer**" in this Agreement will refer to your employer or that entity.

Please read the terms of this Service Agreement carefully before accessing or using our Service. Customer acknowledges that this Service Agreement constitutes a binding and enforceable electronic legal contract between you and Stage5. By accessing or using our Service, Customer acknowledges that it has read, understood and agreed to be bound by the terms of this Service Agreement, otherwise do not access or use the Service. Customer's use of the Services may be subject to additional guidelines, terms, or rules, which will be posted on Stage5's website, including, without limitation, Company's pricing page setting its different subscription plans at <https://stage5.ai/pricing/> ("**Pricing Page**").

Stage5 software-as-a-service cloud-based AI-driven solution enables Customer to develop and configure customized AI agents designed to perform specific tasks or workflows as defined by the Customer, together with all related features, functionalities, tools, integrations, and support services made available to Customer ("**Service**"). For the avoidance of doubt, Beta Services are not considered "**Service**" under this Agreement, please refer to the Beta Services Section.

Your access to and use of the Services and your use of any Output (defined below) must comply with the terms of this Agreement. Without limiting the foregoing: (i) if you access or use the Services free of charge, you may only use the Services for non-commercial purpose; (ii) if you access or use the Services through a paid Subscription plan, or by purchasing Credits, you may use the Services for commercial purposes, but in either case, your access and use of the Services and any Output must still comply with acceptable use policy.

1. Definitions

"**Account**" means the online account and dashboard assigned to Customer and its Authorized Users, through which Customer may access and use the Services, view and monitor the AI Agents activity and manage settings, permissions, and integrations.

"**AI Agent**" means an autonomous generative AI agent that is created, configured, and deployed by Customer through the Service.

“Authorized User” means any individual that Customer authorizes to use the Services. Authorized Users may include Customer's Affiliates, employees, consultants, customers, contractors or as otherwise agreed in writing by the parties.

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “ownership” means the beneficial ownership of more than fifty percent (50%) of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“Customer Data” means any data, content, materials, and information that Customer or its Authorized Users submit, upload, transmit, or otherwise make available through the Services, or through integration with Customer systems (CRM, SAP, and any other applicable system Customer chooses to integrate), including public and non-public information, however, excluding the Usage Data.

“Credits” means the usage units purchased by Customer that are consumed when Customer uses the Services, as further described in the Payment Section herein.

“Input(s)” means any data, information, instructions, materials transmitted by Customer’s systems or otherwise uploaded, captured or provided by the Customer or Authorized Users for the purpose of designing and creating the AI Agent.

“Intellectual Property Rights” means copyrights, trademark rights, trade names, service marks, patent rights, trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now or hereafter come into existence and all renewals and extensions thereof.

“Output(s)” means the AI Agent created through the Services, and to the extent the AI Agent is hosted on the Service, the Output will include the results, content, data, or information produced and generated by the Agent.

“Third-Party AI Systems” means applications, platforms, AI models, trained machine learning models, and technologies, including but not limited to large language models (“LLM”), machine learning models, automated decision-making technologies, natural language processing tools, cloud infrastructure providers, and communication platforms.

“Documentation” means any and all digital or printed technical user manuals, notes, instructions, summaries and any other supporting documentation provided by Stage5 to Customer.

“Usage Data” means analytic, statistic, measurement data and telemetry information collected by Stage5 and relating to Customer’s use of the Services and AI Agent; such data may include the click stream data, mouse movement, session recording, bugs, errors, crash data, analytics, access logs, time and duration of use, intent classifications, categorized used, and successful or unsuccessful actions.

2. Scope of Service.

2.1. Subject to the terms set forth herein, Stage5 hereby grants Customer and Authorized Users, during the applicable Subscription Term (as defined below), a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the Service solely for Customer’s internal business operations in accordance with the terms of this Agreement (“**License**”). Specifically, the License includes: (i) right to access and use the Service, Account and configure, build and monitor the AI Agent; (ii) adding or removing Authorized

Users; (iii) viewing usage reports, monitoring AI Agent's actions, including configuring notification preferences; and (iv) accessing support resources and Documentation.

- 2.2. Stage5 will provide reasonable remote technical assistance during ordinary business hours depending on the type of Services, and the applicable support tier the Customer has elected.
- 2.3. Except as permitted herein, Customer or any Authorized User shall not at any time, directly or indirectly: (a) publish, disclose, copy, rent, lease, sell, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Services or any part thereof; (b) provide access to the Service to a third party, other than to Authorized Users; (c) use the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Service; (e) interfere with or circumvent the Service, or limits or other restrictions, (f) remove, obscure or modify in any way any proprietary or other notices or attributions in the Service, Documentation; or (g) violate the acceptable use policy by using the Service for any illegal, immoral, or unauthorized purpose (including that which would infringe upon the rights of a third party) or that is in breach of applicable law.
- 2.4. Customer is responsible for the activities conducted under their Account, including by Authorized Users, and shall ensure that the Account information is accurate, updated, and complete and shall maintain and promptly update such information as necessary through the Account settings. Customer is responsible for maintaining the confidentiality of all login credentials and Account information. Customer shall not, directly or indirectly, permit any person to access or use the Services except as expressly permitted by the Agreement. Customer must promptly notify Stage5 of any unauthorized use or suspected security breach at: security@stage5.ai. Stage5 may suspend access to the Services if it reasonably suspects or detects unauthorized use or a security threat, in which case it shall cooperate with Customer to mitigate the risks and resolve the matter. In addition, to the extent Customer chooses to integrate its systems with the Service, Customer represent that it is entitled to disclose Customer's login information to the Company or grant the Company access to the provider's account, without breach by Customer of any of the terms and conditions and without obligating Stage5 to pay any fees or making Stage5 subject to any usage limitations imposed by the that system provider.
- 2.5. Stage5 represents that the inclusion of Third-Party AI Systems will not reduce the license rights granted herein or restrict Customer's ability to use the Services in accordance with the applicable Documentation. Stage5 is not liable for failure or unavailability of Third-Party AI Systems, including provider's failure to perform or discontinuation of its service, or any other action or inaction by such provider.

3. Bring Your Own LLM

- 3.1. "**BYO-LLM Integration**" means the integration of the Customer-Third Party AI Systems ("**Customer-Provided LLM**") with the Service, to enable interaction and functionality with the Service.
- 3.2. When using the BYO LLM Integration, Customer hereby grants Stage5 a revocable non-exclusive, non-transferable license to access, interact with and use the Customer-Provided LLM as necessary to provide the Service.

- 3.3. Customer acknowledges and agrees that any Customer-Provided LLM is solely its responsibility, including without limitation the procurement, management, and compliance obligations associated with such Third-Party AI Systems.
- 3.4. Customer represents and warrants that: (1) it has all necessary licenses, consents, permissions or approvals necessary to access and use the Customer-Provided LLMs in conjunction with the Service provided hereunder; (2) its use of the Customer-Provided LLMs hereunder shall comply with any agreements or terms governing the use of such Customer-Provided LLM; and (3) it shall not use any Customer-Provided LLMs in any manner that infringes upon any third party rights, violates applicable laws, or introduces security vulnerabilities, or compromises the integrity of the Service or Stage5's other customers. Customer retains ownership of any data processed by the Customer-Provided LLM. Customer represents and warrants that all data used with the Customer-Provided LLM complies with all applicable data protection laws.
- 3.5. Customer shall not use the BYO-LLM Integration to develop competing models or services.
- 3.6. Stage5 makes no representations, warranties or guarantees regarding the functionality, performance, reliability, accuracy, or security of any Customer-Provided LLM. Customer acknowledges that Stage5 is not responsible for any outcomes, errors, or issues arising from the Customer-Provided LLM's performance within the BYO-LLM Integration.

4. Beta Services

- 4.1. From time to time, Stage5 may invite Customer to try certain features or products at no charge for a limited evaluation period, which may be designated or identified as beta, pilot, evaluation, trial or the like (collectively, "**Beta**" or "**Evaluation**"). Customer's agreement to participate in an Evaluation is completely voluntary, and it may opt out at any time in writing, following which Customer's access to such Evaluation will be terminated. Notwithstanding anything to the contrary contained in this Agreement, Evaluations are licensed for Customer's internal evaluation purposes only, and not for production use. Stage5 will be under no obligation to provide Customer any support services with respect to an Evaluation. Notwithstanding the foregoing, Stage5 may discontinue any Evaluation in whole or in part at any time in its sole discretion and Stage5 reserves the right to decide whether to make features provided in an Evaluation generally available. DUE TO THE NATURE OF EVALUATIONS AND THEIR VOLUNTARY PARTICIPATION, EVALUATIONS AND BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE EXCLUDED FROM STAGE5 LIABILITIES AND REMEDIES PROVIDED HEREIN (INCLUDING ANY OBLIGATIONS ON BEHALF OF STAGE5 TO INDEMNIFY, DEFEND, OR HOLD HARMLESS UNDER THIS AGREEMENT), UNLESS SUCH EXCLUSION IS NOT ENFORCEABLE UNDER APPLICABLE LAW. IF LIABILITY EXCLUSION IS NOT ENFORCABLE UNDER APPLICABLE LAW, STAGE5'S LIABILITY WITH RESPECT TO THE EVALUATION SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

5. Customer Data.

- 5.1. Stage5 does not use Customer Data for any other purpose except providing and improving the Services and will not use Customer Data as training data, validation data or otherwise in any manner not compliant with this Agreement.

- 5.2. In order to provide the Services and support, Stage5 will process Customer Data in compliance with this Agreement and the Data Processing Agreement. Customer shall not upload Sensitive Information to the Services unless parties have agreed so in writing.
- 5.3. Customer shall be responsible for: (i) ensuring the accuracy, quality, integrity, and legality of all Customer Data and Inputs; (ii) providing any technical data or other information reasonably required by Stage5 to deliver the Services, and hereby granting Stage5 all necessary and irrevocable rights and permissions in Customer Data solely as required to perform the Services; (iii) obtaining all necessary consents as mandated by applicable law; (iv) procuring and maintaining all equipment and ancillary services necessary to access and use the Services, including but not limited to servers (including cloud hosting, if applicable), data backup systems, networking, and web servers (“**Equipment**”). Except as expressly set forth in the Agreement, Stage5 is not responsible for supplying any Equipment to Customer under the Agreement, nor shall it be responsible for any malfunction or error caused by the Equipment; and (v) ensuring that its use of AI Agents and Inputs complies with applicable regulations (including, without limitations, AI disclosure requirements, communication disclosures concerning call recording, among other, and data protection regulations) and specific sector regulatory requirements. Customer shall promptly instruct Stage5 regarding any required specifications or configurations to ensure regulatory compliance. Customer is solely responsible for obtaining, maintaining and operating Customer's (and ensuring its Authorized Users maintain and operate) all applications, accounts, third-party services, integrations, cloud environments, development and runtime environments, credentials, security controls, and internet connectivity necessary to access and use the Services and to deploy, configure, secure, and operate any applications, workflows, or other Output created through the Services. Customer is also responsible for its own data backups and for the security and compliance of any Customer-managed environments in which the Output is hosted or used.
- 5.4. Customer hereby grants to Stage5, its Affiliates, and contractors the right, and is expressly instructing Stage5, its Affiliates, and contractors, to process Customer Data in order to provide the Services and support. Stage5 will only access, use, process or disclose Customer Data (i) to provide the Services in accordance with this Agreement and the Documentation; (ii) to provide support services and prevent or address service or technical problems; (iii) as compelled by law in accordance with the Confidentiality Section below; or (iv) as expressly permitted in writing by Customer. Stage5 shall enable Customer to export its Customer Data at any time during the Subscription Term or termination or expiration of the Agreement (either by providing written requests to Stage5 or export using self-service available in the Account, if applicable).

6. Representations and Warranties.

- 6.1. Each Party warrants to the other that: (i) It has all necessary authority to enter into this Agreement and by doing so it will not violate any applicable law; (ii) to the best of its knowledge, nothing contained in the Agreement nor the performance thereof shall place such party in breach or default of any obligation or other agreement, law or regulation by which it is bound or to which it is subject, or requires the consent of any person or entity; and (iii) it warrants that during the Subscription Term it will strictly comply with any standard security requirements..

- 6.2. Stage5 warrants to Customer that: (i) it owns and has the legal rights to perform, deliver, and license the Services and Documentation; (ii) it has the professional skills and knowledge necessary in order to provide the Services and where applicable, the Service specifications; (iii) the Services will comply with the Documentation, and are provided in compliance with applicable laws except to the extent any breach of the Agreement by Customer causes Stage5 to be in violation of applicable law; and (iv) Stage5 will not materially decrease the functionality or overall security of the Service, and will use reasonable efforts designed to ensure that the Service, are free of any viruses, malware or similar malicious code (“**Performance Warranty**”).
- 6.3. EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED “AS IS,” “AS AVAILABLE”. STAGE5 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SERVICE WILL BE SECURE, ERROR-FREE OR OPERATE WITHOUT INTERRUPTION. STAGE5 WILL NOT BE LIABLE IN ANY MANNER FOR ANY RESTRICTED INFORMATION RECEIVED FROM OR ON BEHALF OF CUSTOMER IN BREACH OF THIS AGREEMENT.
- 6.4. Without detracting from the foregoing, the Services enables the receipt of services powered by third-party generative artificial intelligence and large language models. Customer acknowledge that the AI models generated Output may contain errors and omissions or “hallucinations”. It is Customer’s sole responsibility to verify the accuracy and relevancy of any of the Output.

7. Payment; Taxes

- 7.1. The Service operates on a credit-based usage model, Customer shall purchase Credits based on the selected Subscription plan as available here: <https://stage5.ai/pricing/>. Credits are consumed when Customer uses the Services, and different types of interactions may consume different amounts of Credits, specific Credit consumption rates detailed in the selected Subscription plan.
- 7.2. Stage5 may update Credit consumption rates or Subscription fees by providing Customer with thirty (30) days' prior written notice (via email correspondence). Any changes will apply only to Credits purchased after the effective date of such change and will not affect Credits already purchased by Customer.
- 7.3. Credits will be allocated to Customer's Account upon receipt of payment of Subscription fees. Customer may monitor Credit usage and balance through the Account. Customer shall maintain up-to-date contact information to receive notifications regarding Credit usage. Subscription fees shall be made by the method specified in the selected Subscription plan.
- 7.4. Except as expressly provided in the Agreement or as required by applicable law, all Credit purchases are final and non-refundable, non-cancellable, regardless of whether the Service was used. Notwithstanding the above, Credits may be rolled over, in case of a new Subscription plan execution, and to the extent the selected Subscription plan permits a roll over, and in such case, Credits shall remain valid at all times during the Subscription Term. Customer may purchase additional Credits at any time during the Subscription Term at the then-current rates specified by Stage5 under the Pricing Page.

- 7.5. If Customer's Credit balance is insufficient to complete requested action, the Service may be suspended or limited until additional Credits are purchased. Stage5 will use reasonable efforts to notify Customer when the Credit balance falls below a specified threshold. Stage5 will not be liable for any interruption, limitation, or degradation of Service resulting from insufficient Credits. Customer may configure automatic Credit replenishment or purchase alerts through the Account.
- 7.6. If Customer exceeds the permitted scope of use or Credit allocation purchased as detailed in the selected plan, Stage5 reserves the right to charge Customer additional fees at then-current rates.
- 7.7. Credits have no cash value and cannot be exchanged for cash or any other form of consideration. Credits are non-transferable and may only be used by Customer or Authorized Users under the Account from which it was purchased. Credits may not be sold, transferred, assigned, or shared with any third party or between Customer Accounts without prior written consent.
- 7.8. Payment and Credits under this Agreement are exclusive of taxes and similar assessments. Customer is responsible (to the extent applicable) for payment of all sales, use and excise taxes, imposed by local governmental or regulatory authorities, except for Stage5 income taxes.

8. Termination.

- 8.1. The Services are provided on a subscription basis selected by the Consumer ("**Subscription**" and the "**Subscription Term**"), as available on the <https://stage5.ai/pricing/>. The Subscription will automatically renew for successive Subscription Terms unless either party provides notice of non-renewal or terminates this Agreement in accordance with its terms. The Customer may terminate this Agreement at any time; however, all fees paid or payable are non-refundable and, upon termination, the Customer remains liable for all fees for the then-current Subscription Term. Any termination by the Customer will prevent renewal for a subsequent Subscription Term, and the Customer may continue to access and use the Services through the end of the then-current Subscription Term.
- 8.2. Either party may terminate this Agreement or any affected Subscription for cause ("**Termination for Cause**") if the other party materially breaches any provision of this Agreement or any Subscription (including failure to pay undisputed Subscription fees when due) and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party. Termination for Cause shall not limit either party's right to pursue any other remedies available at law or in equity, including injunctive relief. In the event of Termination for Cause by Customer, Stage5 shall refund Customer a pro-rata portion of any prepaid, unused Credits applicable to the remaining Subscription Term after the effective date of termination.
- 8.3. Stage5 may terminate or suspend Customer's use of and access to the Services (or any part thereof) immediately, without prior notice or liability, for any reason, in the event that Stage5 believes, in its sole discretion, that Customer or any third party is using the Services in a manner that may impose a security risk, may cause harm to Stage5 or any third party, and/or may create any liability to Stage5 or any third party. These rights are in addition to any rights

and remedies that may be available to Stage5 in accordance with this Agreement or under any applicable law.

- 8.4. Upon expiration or termination of this Agreement for any reason: (i) the License granted to Customer shall immediately terminate, and Customer shall cease all use of and access to the Services; (ii) each party shall promptly return, or if instructed in writing, securely destroy all Confidential Information of the other party in its possession or control, except as otherwise agreed in writing or as required by applicable law; (iii) termination or expiration shall not affect any rights or obligations accrued prior to the Effective Date, including Customer's obligation to pay any outstanding fees, nor limit either party's right to pursue available remedies; (iv) Stage5 shall delete or return Customer Data in accordance with Customer's written instructions, unless otherwise required by law.
- 8.5. Sections 3 (to the extent of any incorporated terms that survive), 4, 5, 6.3, 7, 8, 9 and 10 shall survive.

9. Confidentiality

- 9.1. "**Confidential Information**" means any non-public information disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in connection with the Agreement that is designated as confidential or that a reasonable person would understand to be confidential, including without limitation business plans, customer data, product roadmaps, pricing, security reports, the Service and any results generated through its use.
- 9.2. Each Party shall protect the other Party's Confidential Information with the same degree of care it uses to protect its own similar information, but no less than reasonable care, shall use Confidential Information solely to perform or receive the Service, and shall disclose Confidential Information only to its employees and contractors who have a need to know and who are bound by written obligations at least as protective as those herein.
- 9.3. Confidential Information does not include information that (a) is or becomes publicly available through no breach of this Agreement; (b) was known to the Receiving Party before receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to Confidential Information; or (d) is rightfully received from a third party without restriction.
- 9.4. If the Receiving Party is required by law to disclose Confidential Information, it shall give prompt written notice (where legally permissible) and reasonably cooperate with the Disclosing Party's efforts to seek protective treatment.
- 9.5. The obligations set forth herein shall survive the termination.

10. Intellectual Property; Feedback

- 10.1. All right, title and interest in and to the Service, AI Agent, Usage Data, Documentation, models, algorithms, software, technology, know-how, trade secrets, including all improvements thereto, and all related Intellectual Property Rights ("**Stage5 IP**"), are and shall remain the exclusive property of Stage5 and its licensors. No rights are granted to Customer except the limited license expressly set forth in this Agreement.

- 10.2. As between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data, Inputs, Outputs, and content created or developed by Customer through use of the Services (“**Customer IP**”). Nothing in this Agreement transfers any ownership rights in Customer IP to Stage5, except for the limited license granted to Stage5 in this Agreement.
- 10.3. Customer may, but is not obligated to, provide suggestions, enhancement requests, ideas, feedback, recommendations, or other input regarding the Service (“**Feedback**”). Customer agrees that such Feedback is provided voluntarily and on a non-confidential, non-proprietary basis. Stage5 shall be free to use, disclose, reproduce, license, distribute, and otherwise exploit such Feedback without restriction and without any obligation or compensation to Customer.

11. Limitation of Liability

- 11.1. Except as for Excluded Claims (as defined below) in this Agreement, and to the maximum extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation any loss of profits, revenue, business, data, goodwill, arising out of or in connection with this Agreement, or the use or inability to use the Services, regardless of the cause of action or theory of liability (whether in contract, tort, including negligence, or otherwise), even if such Party has been advised of the possibility of such damages. Further, except for Excluded Claims or claims that cannot be limited subject to applicable laws, each party’s entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid to Stage5 for the Services giving rise to the liability during the twelve (12) months preceding the first event out of which the liability arose. Limitations of liability apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose. “**Excluding Claims**” shall include Customer’s payment obligations, either party’s breach of confidentiality, either party’s gross negligence, willful misconduct or fraud. As set forth above, such claims shall be excluded from the general limitation of liability set forth in Section 10.1 above.
- 11.2. The limitations and exclusions set forth in Section 10 shall apply to the maximum extent permitted by applicable law. Nothing in this Agreement shall limit or exclude any liability that cannot be limited or excluded under applicable law.

12. Miscellaneous

- 12.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to conflict-of-laws principles. The Parties consent to the exclusive jurisdiction of the competent courts located in Tel-Aviv, Israel, for any dispute arising under this Agreement.
- 12.2. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Stage5 may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization or sale of substantially all of its assets.
- 12.3. **Relationship of the Parties.** The Parties are independent contractors. Nothing herein creates a partnership, joint venture, agency or fiduciary relationship.
- 12.4. **Export Compliance.** Customer shall not export or re-export the Service or any technical data except in compliance with applicable export laws.

- 12.5. Entire Agreement; Order of Precedence. This Agreement and any documentation referred to or attached herein, constitutes the entire agreement between the Parties concerning the Term and Services and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter.
- 12.6. Amendment; Waiver. Stage5 reserves the right to modify, correct, or amend the terms of the Service Agreement at any time in its sole discretion, without any notice, effective immediately. In the event of a material change Stage5 will provide the Customer with prior notice before implementing such changes. No waiver shall be effective unless in writing and signed by the waiving Party. The most current version of the Service Agreement will be reflected under the "*Last Updated*" date that appears in the header of this Service Agreement.
- 12.7. Severability. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.