

MASTER TERMS AND CONDITIONS

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE MASTER TERMS AND CONDITIONS (THIS “AGREEMENT”) OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE USING OR ACCESSING THE PLATFORM (AS DEFINED BELOW) (THE “ACCEPTANCE”), YOU AGREE YOU HAVE READ AND ARE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A EQUALS OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PLATFORM.

This Agreement, by and between Customer and Equals Technologies, Inc. (“Equals”), is effective as of the date of Acceptance (the “Effective Date”) and governs Customer’s use of Equals’s software-as-a-service platform, including its proprietary spreadsheet software, documentation or data related thereto (the “Platform”). Each of Equals and Customer may be referred to herein individually as a “Party” or collectively as “Parties”.

1 ACCESS TO PLATFORM.

1.1 Access to Platform. Equals will make the Platform available to Customer. Subject to the terms and conditions of this Agreement, Equals hereby grants Customer the limited, non-exclusive, non-transferable, non-sublicenseable right to access and use the Platform solely for Customer’s internal business purposes.

1.2 License Restrictions and Responsibilities. Customer will not use the Platform for any purpose other than the purposes expressly set forth herein. Customer may not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform; (b) modify, translate, or create derivative works based on the Platform (except to the extent expressly permitted by Equals); (c) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, server, software, operating system, networking, web servers and the like.

1.3 License to Customer Data. Customer hereby grants to Equals: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers), transferable right and license to copy, distribute, display and otherwise use electronic data, information, and insights related to Customer’s activity on the Platform (the “Customer Data”) solely to perform its obligations under this Agreement; and (b) a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers), transferable right and license to copy, distribute, display and create derivative works of and otherwise use the Customer Data for Equals’s business purposes, including without limitation to train and/or improve the Platform; provided, that, Equals may only share the Customer Data with third parties to the extent such Customer Data is aggregated and/or anonymized such that the identity of Customer and/or its individual clients cannot be determined by such third parties.

1.4 Feedback. Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Equals with respect to the Platform or Evaluation Services (as defined below). Equals will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants to Equals a royalty-free, fully

paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback, and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

1.5 Evaluation Services. From time to time, Customer may be invited to try certain services at no charge for a free trial or evaluation period or if such services are not generally available to customers (collectively, "Evaluation Services"). Evaluation Services will be designated as beta, pilot, evaluation, trial, limited release or the like. Evaluation Services are for Customer's internal evaluation purposes only and are provided "as is" without warranty of any kind, and may be subject to additional terms. Unless otherwise stated, any Evaluation Services trial period will expire sixty (60) days from the trial start date. Company may discontinue Evaluation Services at any time in its sole discretion and may never make them generally available. Company will have no liability for any harm or damage arising out of or in connection with any Evaluation Services.

2 OWNERSHIP; RESERVATION OF RIGHTS. Customer acknowledges and agrees that, as between the Parties, Equals retains all right, title and interest in and to the Platform and all intellectual property rights therein and thereto. Equals grants no, and reserves any and all, rights other than the rights expressly granted to Customer under this Agreement with respect to the Platform. Customer will acquire no right, title, or interest in and to the Platform other than the limited licensed rights expressly granted under this Agreement. Notwithstanding the foregoing, Customer retains all right, title and interest in and to the Customer Data.

3 FEES; PAYMENT TERMS.

3.1 Fees. Customer will pay to Equals any fees set forth on the ordering page or other applicable order (generally referred to herein as "Order") form in accordance with the terms and conditions set forth herein. Payment obligations are non-cancelable and fees paid are non-refundable.

3.2 Payment Terms. Unless otherwise stated in the Order, payments will be due in advance for the applicable term, and paid by credit card or electronic funds transfer processed through Stripe or other third party payment processor selected by Equals. If payment of any fees are not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law. If any past due payment has not been received by Equals within ten (10) days from the time such payment is due, Equals may suspend access to the Platform until such payment is made.

3.3 Net of Taxes. All amounts payable by Customer to Equals hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and Platform taxes (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Equals. Customer will not withhold any Taxes from any amounts due Equals.

4 TERM; TERMINATION.

4.1 Term; Termination. Subject to earlier termination as set forth in this Agreement, the term of this Agreement will commence on the Effective Date and continue for the initial term set forth in the Order (the "Initial Term"), and shall automatically renew for additional successive periods equal to the length of the Initial Term (e.g., monthly or annual), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. In addition, a Party may terminate this Agreement immediately if the

other Party breaches any material provision of this Agreement and does not cure such breach within fifteen (15) days after receiving written notice thereof.

4.2 Effect of Termination. In the event that this Agreement expires or is terminated for any reason, all rights with respect to the Platform will immediately terminate, and Customer will (a) cease use of the Platform; (b) return to Equals or destroy, in Equals's sole discretion, all copies or other embodiments of Equals's Confidential Information; and (c) pay to Equals all amounts due and owing under this Agreement.

4.3 Survival. Upon termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 1.2 (License Restrictions and Responsibilities), 1.3 (License to Customer Data), 1.4 (Feedback), 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4 (Term; Termination), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability), 8 (Indemnification) and 10 (General) will survive.

5 CONFIDENTIALITY.

5.1 Definition of Confidential information. "Confidential Information" means, subject to the exceptions set forth in Section 5.2 hereof, any information or data or materials, regardless of whether it is in tangible form, that is disclosed or otherwise made available by a party (the "Discloser") to the other party (the "Recipient") and that (a) the Discloser has marked as confidential or proprietary, or (b) the Discloser identifies as confidential at the time of disclosure with written confirmation within fifteen (15) days of disclosure to the Recipient; provided, however, that reports and/or information related to or regarding the Discloser's business plans, business methodologies, strategies, technology, specifications, development plans, customers, prospective customers, partners, suppliers billing records, and products or services will be deemed Confidential Information of the Discloser even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 5.2 hereof. For the avoidance of doubt, the Platform is Confidential Information of Equals.

5.2 Exceptions to Confidential Information. Confidential Information will not include any information that: (a) the Recipient can show by written record was in its possession prior to disclosure by the Discloser hereunder, provided that the Recipient must promptly notify the Discloser of any prior knowledge; (b) appears in issued patents or printed publications in integrated form or which otherwise is or becomes generally known by the public other than through the Recipient's failure to observe any or all terms and conditions hereof; or (c) subsequent to disclosure to the Recipient by the Discloser, is obtained by the Recipient from a third person who is not subject to any confidentiality obligation in favor of Discloser.

5.3 Use and Disclosure of Confidential Information. The Recipient may only use the Confidential Information for the purpose of performing its obligations and exercising its rights hereunder. The Recipient must keep secret and will never disclose, publish, divulge, furnish or make accessible to anyone any of the Confidential Information of the Discloser, directly or indirectly, other than furnishing such Confidential Information to (a) the Recipient's employees who are required to have access to such Confidential Information in connection with the performance of the Recipient's obligations, or the exercise of the Recipient's rights, hereunder, and (b) professional advisers (e.g., lawyers and accountants), in each case, during the time that the Recipient is permitted to retain such Confidential Information hereunder; provided that any and all such employees are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement. The Recipient will use at least reasonable care and adequate measures to protect the security of the Confidential Information of the Discloser and to ensure that any Confidential Information of the Discloser is not disclosed or otherwise made available to other persons or used in violation of this Agreement.

5.4 Disclosures Required by Law. In the event that the Recipient is required by law to make any disclosure of any of the Confidential Information of the Discloser, by subpoena, judicial or administrative order or otherwise,

the Recipient will first give written notice of such requirement to the Discloser, and will permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Discloser in seeking to obtain such protection.

6 REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

6.1 Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties. Equals will use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions. Notwithstanding the foregoing, the Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Equals or by third-party providers, or because of other causes beyond Equals's reasonable control, but Equals will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND EQUALS DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EQUALS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. EQUALS DOES NOT WARRANT THAT THE PLATFORM IS ERROR-FREE OR THAT OPERATION OF THE PLATFORM WILL BE SECURE OR UNINTERRUPTED.

7 LIMITATIONS OF LIABILITY.

7.1 Disclaimer of Consequential Damages. EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 1.2 (LICENSE RESTRICTIONS AND RESPONSIBILITIES) ABOVE AND (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 1.2 (LICENSE RESTRICTIONS AND RESPONSIBILITIES) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID AND PAYABLE BY CUSTOMER TO EQUALS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8 INDEMNIFICATION.

8.1 Indemnification by Equals. Equals will indemnify, defend and hold Customer and the officers, directors, agents, and employees of Customer (“Customer Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party by the Customer Indemnified Parties (including reasonable attorneys’ fees) arising from any claim, demand or allegation by a third party that the Platform infringes any United States copyright (except for claims for which Equals is entitled to indemnification under Section 8.2, in which case Equals will have no indemnification obligations with respect to such claim). Equals will have no liability or obligation under this Section 8.1 with respect to any Liability if such Liability is caused in whole or in part by: (a) modification of the Platform by any party other than Equals; (b) the combination, operation, or use of the Platform with other product(s), data or services where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. This Section 8.1 states Equals’ entire obligation and Customer’s sole remedies in connection with any claim regarding the intellectual property rights of any third party.

8.2 Indemnification by Customer. Customer will indemnify, defend and hold Equals and the officers, directors, agents, and employees of Equals (“Equals Indemnified Parties”) harmless from Liabilities that are payable to any third party by the Equals Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of or is in connection with any use by Customer of the Platform in violation of this Agreement.

8.3 Action in Response to Potential Infringement. If the use of the Platform by Customer has become, or in Equals’s opinion is likely to become, the subject of any claim of infringement, Equals may at its option and expense (a) procure for Customer the right to continue using the Platform as set forth hereunder; (b) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (c) substitute an equivalent for the Platform or (d) if options (a)-(c) are not reasonably practicable, terminate this Agreement.

8.4 Indemnification Procedure. If a Customer Indemnified Party or a Equals Indemnified Party (each, an “Indemnified Party”) becomes aware of any matter it believes it should be indemnified under Section 8.1 or Section 8.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an “Action”), the Indemnified Party will give the other Party (the “Indemnifying Party”) prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

9 GOVERNMENT MATTERS. Customer may not remove or export from the United States or allow the export or re-export of the Platform, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section

2.101, the Platform (including the software, documentation and data related thereto) are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10 GENERAL. The terms and conditions of this Agreement are severable. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither Party may assign this Agreement without the other Party’s prior written consent; provided, that, either Party may assign this Agreement without such consent to an affiliate or to a successor to all or substantially all of the business or assets to which this Agreement relates, whether by sale of stock, sale of assets, merger, reorganization or otherwise. Any assignment or attempted assignment by either Party in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns. Both Parties agree that this Agreement and the Order are the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and the Order, the terms of this Agreement will prevail, unless the Order expressly amends a provision in this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever. All notices under this Agreement will be in writing and sent to the recipient’s address set forth above and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each Party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a “Force Majeure Event”). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. This Agreement will be governed by the laws of the State of New York without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each Party submits to the exclusive jurisdiction of the state and federal courts located in New York, New York and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Customer acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Equals for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Customer further agrees that Equals will be entitled to injunctive relief in the event Customer uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys’ fees. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement may not be amended in any respect other than by written instrument executed by the party against whom enforcement is sought.