Federato Enterprise Master Subscription Agreement

This Enterprise Master Subscription Agreement (this "**Agreement**") is entered into as of the date of last signature (the "**Effective Date**") between Federato Technologies, Inc., a Delaware ("**Company**") and _____, ("**Customer**") having its principal place of business at _____.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this section, or in the Section where they are first used, whether used in their singular or plural form.

1.1. "**Access Protocols**" means the passwords or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Company Solution.

1.2. "**Affiliate**" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, owning or controlling, owned or controlled by, or under common ownership or control with another entity, individual, firm or corporation.

1.3. "**Authorized User**" means each of Customer's and its Affiliates' employees, agents, and independent contractors who are authorized to access the Company Solution pursuant to Customer's rights under this Agreement. The quantity of Authorized Users is measured by the number of user IDs with access to the Company Solution.

1.4. "**Company Solution**" means the Company software-as-a-service application(s) identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

1.5. "**Customer Content**" means any content and information provided or submitted by, or on behalf of, Customer, its Affiliates, or its Authorized Users for use with the Services.

1.6. "**Documentation**" means the technical materials made available to Customer describing the use and operation of the Company Solution.

1.7. "**Error**" means a reproducible failure of the Company Solution to substantially conform to the Documentation.

1.8. "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark or trade dress rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each such case in any jurisdiction throughout the world.

1.9. "**Licensed Material**" means results, reports made available to Customer as part of the Services.

1.10. "**Order Form**" means an order form that is signed by both parties and references this Agreement. Such Order Form shall specify the credits purchased by Customer for the Services or for the use of credits as specified in a services order ("**Services Order**").

1.11. "**Professional Services**" means professional services provided by Company to Customer as described in an Order Form.

1.12. "**Services**" means any services provided by Company to Customer under this Agreement as set forth in an Order Form, including, but not limited to, provision of the Company Solution and Professional Services.

1.13. **"Agency User"** is an authorized individual who has a limited view only access to the platform via a sign on. These are individuals who are not employees, investors, capacity providers, subcontractors or reinsurers of the Customer.

2. PROVISION OF SERVICES.

2.1. **Access**. Subject to Customer's payment of the fees set forth in the Order Form ("**Fees**"), Company will provide Customer with access to the Company Solution. Customer will use reasonable efforts to prevent unauthorized access to, or use of, the Company Solution, and notify Company promptly of any such unauthorized use known to Customer.

2.2. **Customer Responsibility to Create Authorized Users**. Customer will be solely responsible to create and delete Authorized Users. Customer acknowledges that the addition of Authorized Users is subject to the Fees identified in the applicable Order Form.

2.3. **Support Services**. Company will exercise commercially reasonable efforts to (a) provide support for the use of the Company Solution to Customer as specified in https://trust.federato.ai/, and (b) keep the Company Solution operational and available to Customer, in each case in accordance with Company's standard policies and procedures. Any outages or failures of the Company Solution will be communicated to Company by Customer. Support details, including levels of support and response times, shall be included with any Order Form created under this Agreement.

2.4. **Hosting**. Company will, at its own expense, provide for the hosting of the Company Solution, provided that nothing herein will be construed to require Company to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Company Solution from the Internet.

2.5. **Updates**. Over the course of the Term, Company may, in its sole discretion, update features, functionality, software, or user types that Customer accesses pursuant to the then-current Order Form; provided that such updates will be made available at no cost to Customer and will not materially degrade existing features or functionality of the Company Solution. In addition, Company may release new features, functionality, software, or user types that are only available under a different Company Solution, which may be licensed by Customer under an additional Order Form.

1.1. **AI Automation / Orchestration**. As part of the Services, Customer may use Company's AI automation/Orchestration functionality ("**AI Automation/Orchestration**") and related processing by third-party service providers ("**Third-Party AI Providers**") as part of Customer's use of the Services. AI Automation/Orchestration contains information compiled and processed by the applicable Third-Party AI Providers. AI Automation/Orchestration is a representation of information available at the time that AI Automation/Orchestration provides a result, and such information is subject to change. Company makes no representation or warranty that the information contained in AI Automation/Orchestration from Third-Party AI Providers are accurate, true, or correct. In using AI Automation/Orchestration, Customer and any third party that access or uses AI Automation/Orchestration or uses any application produced or provided by the Customer that uses AI Automation/Orchestration does so at its own risk and assumes the liability arising from the use of Orchestration or any application that uses Orchestration. USE OF THIRD-PARTY AI PROVIDERS ARE "WITH ALL FAULT" ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONFORMITY TO SAMPLES. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THE USE BY CUSTOMER OF THE THIRD-PARTY PROVIDERS, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTION, HOWEVER CAUSED.

The Customer and any third party that accesses or uses AI Automation/Orchestration with output produced or provided by a Third-Party Providers does so with the understanding that such output does not comprise or constitute legal or veritable classifications and are in no way a substitute for the Customer's or the third party's own due diligence. Company may make substitutions to the Third-Party AI Providers or AI Automation/Orchestration functionality at its sole discretion. Company makes no guarantees with respect to the performance, availability or uptime of AI Automation/Orchestration. Customer agrees that Third-Party AI Providers may be located outside of the United States and consents to the processing of Customer inputs for AI Automation/Orchestration outside of the United States. Company is not responsible the security and privacy of such AI Automation/Orchestration inputs.

2.6. **INTELLECTUAL PROPERTY**.

3.1. **License Grant**. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable (except as permitted under Section 12.5 (No Assignment)) license during the Term, solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, to access and use the Company Solution in accordance with the Documentation. Customer may permit Affiliates, and any Authorized Users to access and use the features and functions of the Company Solution as contemplated by this Agreement.

3.2. **Restrictions**. Customer will not, and will not permit any Affiliate, Authorized User: (a) allow any third-party to access the Company Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Company Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Company Solution or Documentation for the benefit of any unauthorized third-party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Company Solution, except as permitted by law; (e) interfere in any manner with the operation of the Company Solution or the hardware and network used to operate the Company Solution; (f) modify, copy or make derivative works based on any part of the Company Solution or Documentation (g) access or use the Company Solution to build a similar or competitive product or service; (h) attempt to access the Company Solution through any unapproved interface; or (i) otherwise use the Company Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 (License Grant) or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Company or its licensors on the Licensed Material or any copies thereof.

3.3. **Ownership**. The Company Solution, Licensed Materials and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Company and its suppliers. All rights in and to the Company Solution and Documentation not expressly granted to Customer in this Agreement are reserved by Company and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Company Solution, Documentation, or any part thereof.

3.4. **License to Licensed Material**. Subject to the terms and conditions of this Agreement, Company grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 12.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5. **Web Analytics**. In providing the Company Solution, Company utilizes the services of third-party cloud hosting providers, including but not limited to Google Cloud Platform ("**Cloud Hosting Providers**"). Customer agrees that Company and Cloud Hosting Providers may record and collect aggregated and statistical data derived from the use of the Services, including without limitation, information related to Customer's account activity (e.g., typical web analytics and metadata, which includes but is not limited to latency, packet size, hops, and source destination) (the "**Aggregated Statistical Information**") not containing Customer's Confidential Information (as defined in Section 10 (Confidentiality)). Without limiting the confidentiality rights and protections set forth in this Agreement, the Company shall own the Aggregated Statistical Information. Nothing herein shall be construed as prohibiting Company from utilizing the Aggregated Statistical Information solely for internal business purposes. Company's use of the Aggregated Statistical Information will not reveal the following to any third-party: (a) the identity of Customer, its Affiliates, or its Authorized Users, and/or (b) any Customer Content or Confidential Information. Additionally, the Company has the right to survey Authorized Users regarding the user experience. The Authorized User has the right to not take the survey.

3.6. **Open-Source Software**. Certain items of software may be provided to Customer with the Company Solution and are subject to "open source" or "free software" licenses ("**Open-Source Software**"). Some of the Open-Source Software is owned by third parties. The Open-Source Software is licensed under the terms of the end-user license that accompanies such Open-Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open-Source Software.

3.7. **Feedback**. Customer hereby grants to Company a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Company will not identify Customer as the source of any such feedback, without Customer's prior written consent.

4. Fees and Expenses; Payments

4.1. **Fees**. In consideration for the access rights to the Company Solution granted to Customer and the Services performed by Company under this Agreement, Customer will pay the Fees to Company. The Fees will be billed as specified in the applicable Order Form and payable within thirty (30) days of Customer's receipt of the invoice therefor. Company reserves the right to modify the Fees identified any Order Form or SOW (as defined in Section 7 (Professional Services)), if applicable, payable hereunder, upon advanced written notice to Customer at least ninety (90) days prior to the end of the then-current term specified in the Order Form or SOW, as applicable. Company will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided Company has furnished to Customer such documentation for authorized expenses as Customer may reasonably request. Company reserves the right (in addition to any other rights or remedies Company may have) to discontinue the Company Solution and suspend all Authorized Users', Affiliates', and Customers access to the Services if any undisputed Fees are overdue until such amounts are paid in full. Company and Customer agree to work together in good faith to resolve any disputed Fees. Company may, in the service of Customer, work to host code, models, objects or functions, ingest Customer data and or maintain document/object storage on behalf of Customer. Company shall work to maintain infrastructure availability for such purpose. Customer shall retain sole responsibility for maintaining the code relevant to such configurations. In the event Company incurs computational or storage costs in excess of twenty percent (20%) of total Fees paid by Customer to Company in any thirty (30) day period (a "**Processing Overage**"), Company may send Customer notice of such Processing Overage and, if so, will work with Customer collaboratively and in good faith to help Customer reduce Customer's computational and/or storage usage. If Customer fails to remedy such Processing Overage within sixty (60) days of the Company's notice thereof, Company may, in its sole discretion, pass all costs associated with such Processing Overage during the initial thirty (30) day period, during the sixty (60) day cure period and after the sixty (60) day cure period on to Customer at Company's actual cost plus 10% until such Processing Overage is remedied. Company shall issue invoices monthly, for such expenses, if applicable, and will provide such reasonable receipts or other documentation of expenses as Customer might require.

4.2. **Taxes**. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Company's income, personnel, and tangible and intangible assets), fees, duties, and charges legally owed by Customer, and any related penalties and interest, arising therefrom and the result of any act or omission of Customer, associated with the payment of the Fees, and the provision of the Services, or the licensing of the Company Solution to Customer. Customer will make all payments of Fees to Company free and clear of, and without reduction for, any withholding taxes; except as provided in this Section 4.2 (Taxes), as applicable to Company. Any such taxes imposed on payments of Fees to Company will be Customer's sole responsibility, and Customer will provide Company with necessary receipts issued by the appropriate taxing authority, or such other evidence as the Company may reasonably request for tax purposes, or when required to establish that such taxes have been paid.

4.3. **Interest**. Any undisputed amounts not paid when due will bear interest at the rate of one- and one-half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1. **License; Ownership**. Customer may input its underwriting strategies, guidelines, rules and processes into the Company Solution through components of the solution, including but not limited to the goals and rules section of Company Solution. Any underwriting strategies, machine learning models (excluding the algorithms and hyperparameters on which that model is based) derived from these strategies, and any other information defined as Customer's Confidential Information shall be Customer Content for the purposes of this Agreement. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third-party licenses, rights, consents and permissions needed for the Company to use the Customer Content in the provision of the Services. Customer grants Company a non-exclusive, worldwide, royalty-free and fully paid license during the Term (a) to use the Customer Content as necessary for purposes of providing and improving the Services, (b) to use the Customer trademarks, service marks, and logos if required to provide the Services, and (c) use the Customer Content in an aggregated, de-identified and anonymized form to: (i) improve the Services and Company's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services; provided, however, that Company shall ensure that no Customer Content, aggregated, anonymized or de-identified is with respect to the Customer, its Affiliates and their employees, contractors or associated parties may be re-aggregated, made identifiable or otherwise compiled so as to be identifiable, and no Customer-only statistics will be disclosed to third parties without Customer's express written consent. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content and Customer's Confidential Information not expressly granted to Company in this Agreement are reserved by Customer.

5.2. **Customer Warranty**. Customer represents and warrants that any Customer Content will not knowingly (a) infringe any Company copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be discriminatory, deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; and (e) otherwise violate the rights of a third-party. Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use by Customer of the Company Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.3 (Customer Warranty) constitute unauthorized and improper use of the Company Solution.

5.3. **Customer Responsibility for Data and Security**. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Company Solution. Customer will have the ability to export Customer Content out of the Company Solution and is encouraged to make their own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

5.4. **Customer Content; Other Responsibilities**. Company shall not modify, disclose, sell (except as compelled by law in accordance with Section 10.3 (Exceptions), and as otherwise expressly permitted in the Agreement), or access (except to provide or improve the Services, prevent or address service or technical problems, or at Customer's request in connection with support services) Customer Content. Except as otherwise agreed in writing (including as agreed in an applicable Order Form) and subject to Company's warranties set forth herein, (a) Customer is responsible for the accuracy, correctness, consistency, completeness, and any output from the Services, and (b) Company expressly disclaims any responsibility to review for accuracy, and any liability as to the accuracy of, any information or content posted by Customer or its Authorized

Users. The security, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership in, or right to use any Customer Content transmitted, exported, or sent from the Company Solution to any third-party software environment or system, shall be solely subject to the terms of Customer's agreement with such third-party and Company will have no responsibility for Customer's use of, or Customer Content stored or residing on, such third-party software environment or system and the terms of this Agreement will not apply to such use or access of any third-party software environment or system. For the purpose of additional clarity, the metadata that will be created as a result of the relationship between Customer's client data and Customer's carriers, capacity providers, and/or reinsurers is considered Customer Content. Additionally, if this Agreement is terminated as permitted by the terms of this Agreement the Customer will retain and has full rights, interest in, and title to that metadata post termination. All Customer Content stored in the Company Solution shall be stored in the United States and not transferred outside of the United States without prior written consent of Customer.

6. SECURITY AND CONTINUITY.

6.1. **Security**. Company shall maintain appropriate administrative, physical, and technical safeguards for the security, confidentiality and integrity of any data or information, including Customer Content or Confidential Information, inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Affiliates, and Authorized Users for use in the Company Solution (or by Company at Customer's or an Authorized User's request) into Customer's account, as described in Company's Security Standards set forth at https://trust.federato.ai/ ("**Security Standards**"). Further Company agrees to maintain SOC II type 2 certification or better throughout the life of any Order Form. Company will provide evidence of such certification annually upon written request.

6.2. **Data Privacy**. Company will only process Customer Content as is reasonably necessary to perform its obligations under the Agreement and will process all such Customer Content in a manner consistent with the requirements of the Agreement. Company has implemented and maintains commercially reasonable information policies, standards and governance practices, which are managed on a global basis. Company will not disclose any personal data included in the Customer Content unless required in order to comply with applicable law. If compelled to disclose personal data to law enforcement, Company will use commercially reasonable efforts to notify Customer in advance of a disclosure unless Company is legally prohibited from doing so. Upon Customer's written request, Company shall provide reasonable assistance to Customer in order to assist in Customer's obligations under applicable laws, including in responding to requests from individual data subjects and/or applicable supervisory authorities or regulators. To the extent that the Company is processing or has access to personal data, it will comply with all laws and regulations applicable to Company in its performance of Services under the Agreement. To the extent that applicable privacy or security laws require the Company and Customer to take any additional steps or enter into any additional agreement, such as a data protection agreement, the parties agree to negotiate in good faith to take such steps and enter into such Agreements as may be reasonably necessary to comply with applicable laws.

7. PROFESSIONAL SERVICES.

If Customer purchases training, implementation, enablement, and/or other Professional Services described in an Order Form or in a mutually executed statement of work ("**SOW**"), Company will perform those Professional Services in a professional and workmanlike manner, in accordance with industry standards, using personnel with appropriate skill, experience, and qualifications, and in material conformity with the applicable Order Form or Statement of Work. Professional Services will be performed during Company's normal business hours, Monday through Friday, excluding national holidays, unless otherwise agreed in the applicable Order Form or Statement of Work or reasonably required to meet an agreed project schedule, milestone, or go-live date. Professional Services shall be remotely delivered unless otherwise agreed to by the Parties. Customer will provide timely access to its personnel, systems, data, facilities, approvals, and other information reasonably required for Company to perform the Professional Services, and Company will not be responsible for delays or failures to the extent caused by Customer's failure to do so. Customer will ensure that any Customer-provided information is accurate and complete in all material respects. Company will own all right, title, and interest in and to any pre-existing materials, tools, methodologies, know-how, templates, software, and other deliverables developed or provided by Company in the course of performing Professional Services, except to the extent expressly stated otherwise in the applicable Order Form or Statement of Work. To the extent Customer receives training materials, implementation materials, or other informational deliverables that are specifically provided for Customer's internal use in connection with its authorized use of the Platform, Company grants Customer, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use those materials solely for that purpose. If Customer prepays for Professional Services or reimbursable expenses and does not use

them within twelve (12) months after purchase, those unused amounts will expire unless the applicable Order Form expressly provides otherwise. Any unused Professional Services will be deemed forfeited at expiration, except to the extent prohibited by applicable law. While on Customer premises, Company personnel will comply with Customer's written safety, security, and conduct policies that are made available in advance and do not materially conflict with this Agreement. Customer may remove from its premises any Company personnel who materially violate those policies, provided Customer gives Company prompt notice and a reasonable opportunity to replace the applicable personnel. To the extent that a conflict arises between the terms and conditions of an SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern except if the applicable SOW expressly states that a specific provision of this Agreement will be superseded by a specific provision of the applicable SOW. Any such superseded provision shall apply to only the applicable SOW and this Agreement shall continue to govern any other SOWs or Order Forms. All Professional Services shall be performed in a competent and workmanlike manner.

8. WARRANTIES AND DISCLAIMERS.

8.1. **Limited Warranty**. Company warrants that it will provide the Professional Services in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies Company in writing of a breach within thirty (30) days following performance of any defective Professional Services, specifying the breach in reasonable detail, Company will, as Customer's sole and exclusive remedy (except with respect to Sections 9.2 (Amount of Damages), for any breach of the foregoing, re-perform the Professional Services which gave rise to the breach or, at Company's option, refund the Fees paid by Customer for the Professional Services which gave rise to the breach. Company further warrants to Customer that the Company Solution will operate free from Errors for a period of ninety (90) days from the Effective Date, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (a) any use of the Company Solution not in accordance with this Agreement or as specified in the Documentation and such failure is the cause of the failure; (b) any use of the Company Solution in combination with other products, equipment, software or data not supplied by Company; or (c) any modification of the Company Solution by any person other than Company or its authorized agents. Provided that Customer notifies Company in writing of any breach of the foregoing warranty during the Term, Company will, as Customer's sole and exclusive remedy, subject to the application of Section 9.2 (Amount of Damages), provide the support described in Section 2.3 (Support Services).

8.2. **Disclaimer**. THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 (LIMITED WARRANTY) IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (WARRANTIES AND DISCLAIMERS), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE COMPANY SOLUTION WILL BE UNINTERRUPTED OR ERROR- FREE.

9. LIMITATION OF LIABILITY.

9.1. **Types of Damages**. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2. **Amount of Damages**. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL COMPANY'S SUPPLIERS HAVE ANY LIABILITY (EXCEPT FOR GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS) ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY

FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

9.3. **Basis of the Bargain**. The parties agree that the limitations of liability set forth in this Section 8 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY.

10.1. **Confidential Information**. "**Confidential Information**" means any nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "**Receiving Party**") knows or should have known is the confidential or proprietary information of the Disclosing Party or given its nature and type should be considered confidential. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Company. All Customer Content which includes non-public, private, personally identifiable, health or banking information shall be deemed Confidential Information and treated for all intents and purposes under this Agreement as Customer's Confidential Information.

10.2. **Protection of Confidential Information**. The Receiving Party agrees that it will not use or disclose to any third-party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know in order to fulfil the obligations and duties hereunder, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it uses to protect its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy within thirty (30) days of a request or the termination or expiration of this Agreement (or permanently erase in the case of electronic files) all copies, derivative materials including any recordings, notes, memoranda or other documents related to or containing the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, or a legal regulatory obligation to retain, and the Receiving Party will, upon request, certify in writing (email shall be sufficient) to the Disclosing Party its compliance therewith.

10.3. **Exceptions**. The confidentiality obligations set forth in Section 10.2 (Protection of Confidential Information) will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party or through any illegal or unauthorized access by a third-party; (b) is lawfully provided to the Receiving Party by a third-party free of any confidentiality duties or non-disclosure obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations as evidenced by contemporaneous written documentation; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. Disclosing Party agrees to the extent such protective order is not granted and is compelled to disclose, only to disclose such Confidential Information only to the extent necessary to comply with the order and to use best efforts to seek confidential treatment of any Confidential Information so disclosed.

11. TERM AND TERMINATION.

11.1. **Term**. This Agreement will begin on the Effective Date and continue in full force and effect until ninety (90) days after the expiration or termination of all Order Forms, unless earlier terminated in accordance with the Agreement (the "**Term**"). The term of each Order Form shall be set forth within each applicable Order Form.

11.2. **Termination for Breach**. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than forty-five (45) days after receipt of written notice of such breach. Notice must provide the breaching party with sufficient details to be capable of identifying the basis of the breach.

11.3. **Effect of Termination**. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to Company under this Agreement for Services performed will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.6 (Open Source Software), 4 (Fees and Expenses; Payments), 8.2 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11.2 (Termination for Breach), 11.3 (Effect of Termination), and 12 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

11.4. **Data Extraction**. For thirty (30) days after termination or the end of the Term, as applicable, Company will make Customer Content available to Customer through the Company Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless Company is instructed by Customer to delete such data before that period expires. After such period, the Company will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

12. MISCELLANEOUS.

12.1. **Publicity**. execution of this Agreement, and subject to Customer's trademark usage guidelines: a) Company will be given the right to use Customer's logo on Company's website and refer to Customer as a client; b) subject to Customer's availability, Customer may act as a reference for Company's prospective customers at any time during the term of this Agreement, including prior to go-live, provided that the prospective customer is not a direct competitor to Customer; c) Company and company will issue an agreed upon joint press release upon signing, distribution costs paid by Company; and d) within 60 days of the date of Customer's first implementation go-live, Customer shall participate in at least one (1) video case study with Company, the content and format of which shall be subject to Customer's prior written approval before publication or distribution.

12.2. **Governing Law and Venue**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New Castle County, Delaware for any lawsuit filed there against Customer by Company arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.3. **Export**. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

12.4. **Severability**. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5. **Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6. **No Assignment**. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

12.7. **Compliance with Law**. The parties shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

12.8. **Force Majeure**. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

12.9. **Independent Contractors**. Customer's relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third-party that it has, any authority to act on behalf of Company.

12.10. **Notices**. All notices required or permitted under this Agreement must be delivered in writing, if to Company, by emailing wlross@federato.ai and if to Customer by emailing the Customer Point of Contact email address listed on the Order Form, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of

such notice will also be sent in writing to the other party at the address listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

12.11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.12. **Entire Agreement**. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Company.

12.13. **Order Form Preference**. In the event any term or condition under the Agreement conflict with a term or condition in an Order Form, the language specified in the Agreement shall prevail, except if the applicable Order Form expressly states that a specific provision of the Agreement will be superseded by a specific provision of the applicable Order Form. Any such superseded provision shall apply to only the applicable Order Form and the Agreement shall continue to govern any other Order Forms.

The parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: _____	**COMPANY: FEDERATO TECHNOLOGIES, INC.**
By (Signature):_____	By (Signature):_____
Name (Printed):_____	Name (Printed):
Title:_____	Title:_____
Date:_____	Date: _____