

TRM LABS, INC.
CUSTOMER AGREEMENT

This Customer Agreement (this “**Agreement**”) and all appendices, exhibits and attachments which may incorporate the terms herein by reference, including any Order Form entered into in connection with this Agreement, is by and between TRM Labs, Inc. (the “**Company**”), a Delaware corporation, and the Customer listed on any Order Form hereto (“**Customer**”). Company and Customer are sometimes referred to jointly as the “parties” or singularly as a “party.”

For good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. SERVICES

A. **Purpose.** This Agreement sets forth the terms and conditions under which the Company agrees to provide (i) certain hosted “software as a service” (“**Subscription Services**”) for certain software applications (each such application together with any applicable documentation thereto, programming and user interfaces therefor, and all updates, upgrades, and enhancements thereof that may be provided by Company, a “**Platform**”) to Authorized Users, as further set forth on each order form or purchase order, as applicable (“**Order Form**”) and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, consulting or other professional services (“**Professional Services**” together with Subscription Services, the “**Services**”) related to Customer’s access to, and use of, such Subscription Services and each Platform, as further set forth on each Order Form issued hereunder.

B. **The Services; Access and Use License.** Subject to the terms and conditions of this Agreement and any applicable Order Form, during the Term (as defined below), Company shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform listed on each applicable Order Form, and (ii) Customer the Professional Services listed on each applicable Order Form. Subject to the terms and conditions of this Agreement, during the Term (as defined below), Company hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform listed on each applicable Order Form, solely for internal purposes, which may include conducting investigations which may involve the creation or provision of data, analysis, findings, reports or other written materials which are generated in connection with Customer’s use of the Platform (such reports, the “**TRM Reports**”), as set forth herein. Company may, from time to time, host and/or maintain a Platform using a third-party technology service provider and Customer consents to such usage by Company and acknowledges that Company cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

C. **Subscription Services.** Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with this Agreement, including the representations and warranties set forth herein, and shall identify each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

D. **Professional Services.** Each applicable Order Form shall specify and further describe the Professional Services (if any) to be provided in accordance with this Agreement, including the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

E. **Changes to Platform.** Company may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Company's products or services to its customers, (b) the competitive strength of, or market for, Company's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law. In the event that Company discontinues or materially diminishes functionality of any Platform that Customer has contracted for, Company shall be entitled to a pro rata refund for any fees paid not used

F. **U.S. Government Customers.**

1. In accordance with Federal Acquisition Regulation ("**FAR**") Section 12.212 and Defense FAR Supplement ("**DFARS**") Section 227.7202, any use, reproduction, or disclosure of the Services by or on behalf of the United States of America, its agencies and/or instrumentalities ("**U.S. Government**") shall be subject to terms of this Agreement, as amended by **Exhibit A-1**. By using the Services, U.S. Government customers and end users acknowledge and agree that the Services are commercial products or commercial services, as those terms are defined in FAR 2.101, that were developed exclusively at private expense.

2. Customer agrees and acknowledges that, as applicable, for purposes of FAR Section 52.227-14(g), TRM is offering "Restricted Computer Software". The parties agree that the following shall apply:

a. The identity of data being withheld is: TRM's proprietary algorithms, source code and design, as well as public disclosure of output from TRM's platform (other than for internal use or as otherwise permitted by this Agreement).

b. The Form, Fit and Function is: log-in information for TRM platform, documentation or training materials, and customer support services.

2. PLATFORM ACCESS AND AUTHORIZED USERS; RESTRICTIONS AND RESPONSIBILITIES

A. **Administrative Users.** During the configuration and set-up process for each Platform, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel usernames and passwords it deems inappropriate.

B. **Authorized Users.** Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Authorized Users**." Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform. As a condition to access and use of a Platform each Authorized User shall agree to abide by the terms of this Agreement, and Customer shall ensure compliance with the terms of this Agreement. Customer shall immediately notify Company of any violation of any terms of the Agreement by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of this Agreement by any Authorized User. Customer shall use commercially reasonable efforts to cause Authorized Users to be, at all times, educated and trained in the proper use and operation of each Platform such Authorized Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Company from time to time.

C. **Use Restrictions.** Customer shall not, and shall not permit any Authorized User or third party to: (i) use a Platform or the Services except to the extent permitted in this Agreement; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform (“**Software**”); (iii) modify, translate or create any derivative work of any part of a Platform or Software; (iv) extract or otherwise use data from the Service Software except as made available as part of Service Software’s normal functions, including bulk exports generated from the Service Platform; (v) market, sublicense, publish, distribute, reproduce, resell, assign, transfer, rent, lease, or loan a Platform or any Software, or a product potentially competitive with such Platform or Software; (vi) post, make public in any manner, or disclose to any third party any attribution data, analysis, charts, reports or written materials generated in connection with Customer’s use of the Service Software, including photographs or screenshots thereof or Application Programming Interface (API) keys; (vii) harvests or scrapes any information from the Platform or Software or (viii) use a Platform or any Software for commercial time-sharing or service-bureau use; (ix) employ or authorize a TRM competitor to use or view the Services; (x) circumvent any security measures or use restrictions in the Services; (xi) remove any copyright, trademark or other proprietary rights notices contained in any aspect of the Services; or (xii) provide the Service to or access the Service for the benefit of an entity subject to economic sanctions in the United States, European Union, or United Kingdom. Customer shall not (i) alter, modify or create any derivative works of the TRM Report, or (ii) share, copy, disclose, make available, redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the TRM Report or any portion thereof (including photographs or screenshots) to or with any third-party (including any court, tribunal or regulatory body) without obtaining prior written approval from the Company.

D. **Customer Compliance.** Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement for legitimate purposes and in accordance with all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other documentation relating to a Platform provided by Company provided at the time of execution of this Agreement, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Company may suspend Customer’s account and access to each Platform and performance of the Services at any time and without notice if Company believes that Customer is in violation of this Agreement, including if Company believes that Customer or Authorized Users are using the Services not in accordance with the terms of this Agreement. Although Company has no obligation to monitor Customer’s use of a Platform, Company will have the right to review and monitor all use of the Services to ensure compliance with all of the terms of this Agreement.

E. **Account Responsibility.** Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer’s knowledge of such use, and (ii) securing its Company account, passwords (including but not limited to administrative and user passwords) and files. Company shall not be responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

F. **Cooperation.** Customer shall provide all cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Company with such access to Customer’s premises and its information technology infrastructure as is necessary for Company to perform the Services in accordance with this Agreement. Except for U.S. Government customers, (1) upon Company’s reasonable request, Customer shall also use its commercially reasonable efforts to

cooperate with Company in developing and sharing testimonials, case studies, metrics, and measurement criteria for the purpose of substantiating the value and benefits its Authorized Users derived from a Platform; and (2) the parties further agree that they shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to cooperate with the Company to serve as a reference account upon reasonable request by the Company.

G. **Customer System and Changes.** Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Platform. Customer shall promptly inform Company of any new products and services, and changes to existing products and services in use by Customer while using the Services or that are otherwise used in connection with a Platform (collectively “**Changes**”) that would impact the performance or accessibility to the Services, and shall promptly provide all appropriate additional and/or updated information relating to such Changes to Company. Any additional set-up or customization required to implement any Change with a Platform shall be subject to the Change Order requirements set forth on an applicable Order Form and applicable fees unless otherwise determined by the Company in its reasonable discretion. Company shall not be liable for any losses suffered or incurred by Customer, or for any failure or delay in Company’s provision of any Platform or Services under this Agreement, as a result of Changes made by Customer that impact Customer’s ability to use the Services.

3. CONFIDENTIALITY

A. **Confidential Information.** For purposes of this Agreement, “**Confidential Information**” means any information disclosed by either party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) pursuant to this Agreement that is (a) in written, graphic, machine readable or other tangible form and is marked “Confidential,” “Proprietary” or in some other manner to indicate its confidential nature, (b) in the case of oral or visual disclosure, is identified as confidential at the time of disclosure and reduced to tangible form, marked as confidential, and provided to the Receiving Party within a reasonable time, or (c) under the circumstances should in good faith be considered to be confidential. Confidential Information includes, without limitation, information related to research, product plans, products, developments, inventions, processes, designs, markets, business plans, agreements with third parties, services, customers, marketing or finances of either party, the content. All technology or proprietary information underlying a Platform, Software, or any of the Services, including nonpublic attribution data pertaining to an entity or blockchain wallet included in the Services, shall be deemed Confidential Information of Company without any need for designating the same as confidential or proprietary. For avoidance of doubt, Company’s Confidential Information also includes, without limitation, any information or data derived from Platform that Company shares with Customer (e.g., specific blockchain addresses, transaction hashes, attribution, graphs, or labels), in whatever form such information or data is shared (e.g., Slack communication, email, spreadsheet, orally, etc.). Notwithstanding the foregoing, Confidential Information shall not include any information to the extent that it is: (i) already in the possession of the Receiving Party prior to the first disclosure hereunder as shown by records or files; (ii) is already part of the public knowledge or becomes part of the public knowledge after the time of disclosure other than as a result of any improper action by the Receiving Party; (iii) is approved in writing by the Disclosing Party; (iv) required to be disclosed by applicable legal authority provided that, if practicable, adequate notice and assistance is given by the Receiving Party to the Disclosing Party for the purpose of enabling the Disclosing Party to prevent and/or limit the disclosure; or (v) independently developed by either party without use of the Confidential Information from the other party. Company recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor. In the event that

Company Confidential Information is subject to disclosure due to the Freedom of Information Act, Customer shall inform Company in advance of any such FOIA requests to allow Company the opportunity to redact any sensitive information from the disclosure, to the extent permitted by applicable law.

B. **Non-Use and Non-Disclosure.** Each party shall treat as confidential all Confidential Information of the other, shall not use such Confidential Information except as set forth in this Agreement, and will not disclose such Confidential Information to any third party (including, without limitation, any other party that Customer may retain for incident response purposes) except as expressly permitted herein without the Disclosing Party's written consent. The Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the Disclosing Party's Confidential Information, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any termination or expiration of this Agreement, each party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the other party; provided however, that Company may retain copies of the Customer Confidential Information for routine backup and archival purposes. For the avoidance of doubt, Company does not share Customer Data between Customers unless each Customer explicitly consents to and agrees to such data sharing in writing, *provided* that the Company may use, reproduce and disclose Platform, Software, and Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person for product improvement and other lawful purposes in accordance with Section 4.A of this Agreement.

C. **Remedies for Breach of Obligation of Confidentiality.** The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

4. OWNERSHIP AND PROPRIETARY RIGHTS

A. **Customer License to Company.** Subject to the terms and conditions of this Agreement, Customer hereby grants Company a non-exclusive, royalty-free, transferable, irrevocable, sublicensable, worldwide, license during the Term to use, reproduce, electronically distribute, transmit, have transmitted, display, store, archive, and make derivative works of the Customer Data in order to provide the Services to Customer and as necessary or useful to monitor and improve a Platform, Software or the Services, both during and after the Term. For the avoidance of doubt, Company may use, reproduce and disclose Platform, Software, and Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material (and all rights therein) will be owned by Company. It is Customer's sole responsibility to back-up Customer Data during the Term, and Customer acknowledges that Company shall have no obligation to provide continued access to Customer Data through Company or any Platform following the expiration or termination of this Agreement, although Company shall provide access to the Customer Data for thirty (30) days following the expiration or termination, and may, in its sole discretion, elect to provide continued

access to Customer Data to Customer for a limited time following the expiration or termination of this Agreement, subject to additional fees.

B. **Ownership Rights.** As between Company and Customer, Company shall own and retain all right, title, and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, (iii) any feedback or recommendations provided by Customer regarding any of the foregoing, and (iv) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, “**Services IP**”). To the extent Customer has or obtains any right, title, or interest in the Services IP, Customer hereby assigns, and agrees to assign, without further consideration, to Company all such right, title, and interest Customer may have or obtain. Customer shall retain all right, title and interest in and to the Customer Data. Nothing will confer on either party any other rights or licenses except as set forth in this Agreement.

C. **Execution of Documents.** During the Term, and at any other time thereafter, at Company’s reasonable request, Customer shall execute any and all documents and perform any and all acts that Company may reasonably require in order to protect and perfect any Company intellectual property rights, or to apply for, obtain, and vest in the name of Company alone all patents, copyrights, trademarks, or other similar protection for any Company intellectual property rights, and, when so obtained or vested, to maintain, renew, and restore the same.

D. **Company Attribution.** Customer shall include an attribution in any area on the Customer’s site where an end user interacts with any Platform, substantially in the form of “Powered by TRM” or as otherwise mutually agreed by the parties. U.S. Government customers and any Customer providing Services to U.S. Government end users shall reproduce and include Company commercial restrictive markings in any area on the Customer’s site where an end user interacts with any Platform and on any Company software or computer software documentation delivered to the U.S. Government.

5. PAYMENTS AND TAXES

A. **Customer Fees.** The Customer agrees to pay, and shall pay, the fees set forth in any applicable Order Form in accordance with the GSA Schedule Pricelist (the “**Fees**”), including, for the avoidance of doubt, any Fees incurred through Customer’s use of a Platform exceeding a services capacity parameter specified on an Order Form.

B. **Expenses.** The Customer will reimburse Company for reasonable travel and living expenses incurred by Company in performing Services at sites other than Company facilities at the Customer’s request (including without limitation, any services relating to setup, training, technical support, and consulting) in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. If Company has to provide information in response to a subpoena related to Customer’s account, then Company may charge Customer for Company’s costs. Such charges may include fees for attorney and employee time spent retrieving records. [If this Agreement is made directly between Company and a U.S. Government customer, this clause shall only apply to the extent an authorized U.S. Government representative has authorized such travel, living expenses, or subpoena-related costs.]

C. **Invoices.** Customer shall pay each invoice issued by Company at the beginning of each year of Services as stated in the applicable Order Form within thirty (30) days of the invoice receipt date via credit card, wire transfer, ACH debit to an account designated by Company, or such

other payment method as approved by the Company on an Order Form. Unless otherwise agreed in an Order Form, all payments shall be made in U.S. dollars in immediately available funds and are non-refundable. Any amounts not paid when due shall bear interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. All amounts payable to Company hereunder shall be paid by Customer to Company in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

D. **Payment Disputes.** If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department or the Company's applicable account manager.

E. **Taxes.** Company shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

6. TERM, TERMINATION, AND SURVIVAL

A. **Term.** This Agreement shall remain in effect until its termination as provided below (the "**Term**"). The term of each Order Form shall begin on the applicable "Services Start Date" and continue for the "Service Term," in each case as specified in such Order Form.

B. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Customer shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

C. **Effect of Termination.** Upon termination of the Agreement, each outstanding Order Form, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Company shall immediately cease providing the Professional Services. To the extent that Customer has any copies or back-ups within its control, it shall delete and destroy all such copies and backups of the Services and any associated documentation and/or software, including but not limited to TRM Reports, Services IP, and any Company Confidential Information. If Company terminates this Agreement in connection with Customer's breach of this Agreement or non-payment of any Fees due, all Fees that would have become payable had each outstanding Order Form remained in effect until expiration of its current term will become immediately due and payable.

D. **Survival.** Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate. The following Sections shall survive any termination or expiration of this Agreement: 2.C, 3-5, 6.B, 6.C, 6.D, and 8-16 (inclusive).

7. Warranties and Disclaimers.

A. **General.** Each party represents and warrants that: (i) such party is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation, and has the full power and authority to enter into and perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder do not and will not violate any other agreement to which such party is a party or by which it is otherwise bound; (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) such party acknowledges that the other party makes no representations, warranties, or agreements related to the subject matter of this Agreement that are not expressly provided for in this Agreement. Company represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Customer further represents and warrants that (i) the Customer Data has been collected, processed and transferred in accordance with applicable laws; (ii) Customer owns or has a license to use and has obtained or established and maintains all legal bases, consents and approvals necessary for the provision and use by the Company of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; and (iii) the execution, delivery, and performance by Customer of this Agreement, including without limitation the provision of the Customer Data, does not and will not violate any applicable statute, regulation, or law, or infringe any intellectual property right or other legal right of any third party.

B. **Disclaimers.** Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. COMPANY WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS PROVIDED HEREIN OR IN AN ORDER FORM AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORMS, AND ALL RELATED SOFTWARE, INFORMATION, TECHNOLOGY, AND SERVICES PROVIDED BY OR ON BEHALF OF COMPANY ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COMPANY IS ADVISED OF THE PURPOSE), ACCURACY, AND/OR NON-INFRINGEMENT. ANY TRM REPORT IS PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. USE OF A TRM REPORT IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ALL TRM REPORTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE, DATA OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH A TRM REPORT OR USE THEREOF WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ANY TRM REPORT OR ANY RESULTS OBTAINED THEREFROM ARE OR WILL BE ERROR FREE; THAT ANY TRM REPORT OR ANY RESULTS OBTAINED THEREFROM WILL MEET CUSTOMER'S REQUIREMENTS; OR THAT ANY DEFECTS OR ERRORS IN THE TRM REPORT WILL BE CORRECTED. IN ADDITION, COMPANY DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE PLATFORMS WILL MEET CUSTOMER'S NEEDS, OR THAT DATA WILL NOT BE LOST, DAMAGED OR

UNAVAILABLE. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR PLATFORMS IS DOWNLOADED AT CUSTOMER'S OWN RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF OR DAMAGE TO DATA THAT RESULTS FROM SUCH DOWNLOAD OR CUSTOMER'S USE OF THE SERVICES OR PLATFORMS.

8. **Limitation of Liability.** THE AGGREGATE LIABILITY OF COMPANY AND ITS LICENSORS TO CUSTOMER ARISING FROM ITS ACCESS TO OR USE OF THE SERVICES OR PLATFORMS, OR COMPANY'S PROVISION OF PROFESSIONAL SERVICES IN CONNECTION THEREWITH, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, STRICT LIABILITY, NEGLIGENCE AND/OR OTHER TORT, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES THAT HAVE BEEN PAID TO COMPANY FOR ACCESS TO AND USE OF THE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT). IN NO EVENT WILL COMPANY OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ANY OTHER THIRD-PARTY WHO OBTAINS TRM REPORTS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, MISTAKES, INACCURACIES, OR OMISSIONS IN ANY TRM REPORT. THE FOREGOING LIMITATIONS FORM AN ESSENTIAL BASIS FOR THIS AGREEMENT AND SHALL SURVIVE REGARDLESS OF THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM COMPANY'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT CONSTITUTE OR PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE. FURTHER, COMPANY PROVIDES REPORTING AND INFORMATION SERVICES ONLY AND HAS NO LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL COMPANY BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL VIOLATIONS IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES OR FOR ANY CONTENT POSTED BY CUSTOMER OR OTHER USERS IN ANY OF THE SERVICES.

10. **Indemnity**

A. **Indemnification by Company.** Company will have the right to intervene to defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) ("**Losses**") finally awarded against Customer in connection with or in settlement of any such claim,

suit, demand, or action. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement (such excluded claims collectively, "**Excluded IP Claims**"). If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Company to be infringing, Company may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

B. Indemnification by Customer. To the extent expressly permitted by applicable Federal law, Customer shall indemnify, defend, and hold Company and its affiliates, and Company's affiliates, officers, members, directors, employees, agents, successors and assigns harmless from and against all fines, third-party claims and Losses arising from: (i) Customer's use of and access to the Service, including any TRM Reports or other data (including Customer Data) or content uploaded, transmitted or received by Customer for any purpose, including for its internal use or in connection with the provision of TRM Reports (or any portion thereof or content therefrom) to any third-party; (ii) any other party's access and use of the Service with Customer's unique username, password, or other appropriate security code; or (iii) any Excluded IP Claims.

C. Process. The indemnified party shall promptly notify the indemnifying party in writing of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (i) the indemnifying party shall keep the indemnified party informed of, and consult with the indemnified party in connection with the progress of such litigation or settlement and (ii) the indemnifying party shall not have any right, without the indemnified party's written consent, to settle any such claim in a manner that does not unconditionally release the indemnified party.

11. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, addressed to the applicable party at its address set forth in this Agreement, and shall be deemed effectively delivered only: (i) via email delivery to the Company Contact or account manager set forth in an Order Form (if to Company) or the Customer Contact set forth in an Order Form (if to Customer); (ii) upon personal delivery, or (iii) upon delivery by a courier service as confirmed by written delivery confirmation. Either party may change its address for notice by giving notice to the other party in accordance with this Section 11.

12. Governing Law, Jurisdiction, Venue, and Dispute Resolution. This Agreement shall be construed in accordance with applicable U.S. Federal law. The U.N. Convention on the International Sale of Goods does not apply to this Agreement or to the rights or duties of the parties under this

Agreement. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation.)

13. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Company is not and shall not be responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, epidemics or pandemics, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

14. **Relationship of the Parties.** The relationship between the parties shall only be that of independent contractors. Neither party is an agent, representative, partner, employer, or employee of the other party, and neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

15. **Publicity.** Except as set forth in this Agreement, neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship without obtaining the express prior written consent of the other party, *provided* that Company may generally use Customer's name and trademarks on its website and other marketing materials so long as such use is not construed in any way to imply that any transaction is endorsed, recommended, or vetted by Customer or that Company is authorized to act as an agent or a representative of Customer to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Notwithstanding anything herein to the contrary, Customer acknowledges that Company may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, prospective customers, and to third parties for purposes of due diligence.

16. **General.** Neither party may assign this Agreement to any third party without the prior written consent of the other. Company may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement, together with its exhibit(s), is the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, and all prior and contemporary proposals and discussions relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, such Order Form shall prevail unless otherwise expressly indicated in this Agreement or such Order Form. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or different kind. All notices, modifications and waivers under this Agreement must be in a writing executed by a duly authorized representative of each of the parties. If any provision of this Agreement is determined to be unenforceable, that provision will be replaced with the valid one that most closely achieves the parties' intent and the remainder of this Agreement will remain enforceable. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Exhibit A-1

U.S. Government Addendum

Notwithstanding any other provision of this Agreement, when the end user of the Services is an agency or instrumentality of the U.S. Government, the following terms and conditions shall apply:

1. **Applicability.** This Addendum is a part of the Agreement between Company and Customer (including prime contractors or higher-tier subcontractors) for the acquisition of the supplies or services for U.S. Government customers that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

2. **Law and Disputes.** This Agreement is governed by Federal law.

(a) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(b) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(c) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

3. **Continued Performance.** Company shall not unilaterally revoke, terminate or suspend any rights granted to the U.S. Government under the Agreement during the Service Term or Renewal Term, as applicable. If Company believes the U.S. Government to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in the applicable Disputes clause of the U.S. Government prime contract.

4. **Arbitration; Equitable or Injunctive relief.** In the event of a claim or dispute arising under this Agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

5. **No Automatic Renewals.** The Services provided under this Agreement shall not renew automatically upon expiration of the Service Term without prior express consent by an authorized U.S. Government representative.

6. **Indemnification.** Any clause of this Agreement requiring Company to defend or indemnify a U.S. Government customer is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516. Any clause of this Agreement requiring the U.S. Government to indemnify the Company is hereby deleted.

7. **Non-assignment.** To the extent this Agreement is made directly between Company and a U.S. Government customer, Company may not assign this Agreement or any claim arising under the Agreement to a third-party except in accordance with Federal law.]