

Master Software Agreement

PUBLISHED ON APRIL 2, 2025

This Master Software Agreement (“**Agreement**”) is by and between AutoRABIT Holding, Inc., (“**AutoRABIT**”), and the organization on whose behalf you are agreeing to this Agreement, as set forth on the Order or the SOW (“**Customer**”). This Agreement governs the Customer's purchase, license, and use of the Services and will take effect on the later of the two dates when the relevant Order or SOW is executed by either Party (the “**Effective Date**”). AutoRABIT and Customer are collectively known as the “**Parties**” and individually each as a “**Party**”.

For and in consideration of the promises and mutual agreements herein, the Parties agree as follows:

1. DEFINITIONS.

- 1.1 “**Acceptable Use Policy**” means the acceptable use policy available at www.autorabit.com/autorabit-acceptable-use-policy/, which may be updated from time to time, and is hereby incorporated by reference.
- 1.2 “**Affiliate**” means an entity controlled by, under common control with, or controlling a Party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity.
- 1.3 “**Business Associate Agreement**” or “**BAA**” means the business associate agreement available at www.autorabit.com/business-associate-agreement/, which may be updated from time to time, and is hereby incorporated by reference. If the Parties have executed a separate agreement addressing the same subject matter, that agreement shall govern and fall under this definition.
- 1.4 “**CodeScan**” means the code scanning services offered by AutoRABIT marketed as CodeScan or like iterations.
- 1.5 “**Customer Data**” means any information, data, or content that Customer uploads or transfers to AutoRABIT that is used in connection with the provision of the Services under this Agreement, including Customer’s Confidential Information. Customer Data does not include Usage Data.
- 1.6 “**Data Processing Addendum**” or “**DPA**” means means the data processing addendum available at www.autorabit.com/dpa/, which may be updated from time to time, and is hereby incorporated by reference.
- 1.7 “**Data Protection Claims**” means: (a) either Party’s breach of its obligations of confidentiality under Section 7 and/or (b) AutoRABIT’s obligations under Section 4.
- 1.8 “**Documentation**” means written or electronic explanatory materials, such as user manuals, training manuals, or specifications regarding use of the Services that are published by AutoRABIT and which may be revised by AutoRABIT from time to time.
- 1.9 “**Excluded Claims**” means: (a) either Party’s indemnification obligations under Section 8; (b) Customer’s breach of its obligations under the Authorized Use Policy; and/or (c) claims arising out of either party’s gross negligence or intentional misconduct.
- 1.10 “**Intellectual Property Rights**” means all patents, patent applications, copyrights, mask work rights, trade secrets, trademarks, and moral rights, whether or not registered, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- 1.11 “**Order**” means one or more AutoRABIT order forms executed by the Parties for the license and purchase of Services and that shall be governed by this Agreement.
- 1.12 “**Privacy Policy**” means the privacy policy available at <https://www.autorabit.com/privacy-policy/>, which may be updated from time to time, and is hereby incorporated by reference.

- 1.13 **“Professional Services”** means the professional services to be performed by AutoRABIT for Customer, as more fully described in one or more Orders or Statements of Work.
- 1.14 **“Reseller”** means a third party authorized by AutoRABIT to promote and resell Services.
- 1.15 **“Restricted Information”** means an (i) individual’s government-issued identification number (including Social Security number (or equivalent), driver’s license number, or state-issued identification number); (ii) sexual preference or activities, marital status, nationality, racial or ethnic origin; (iii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual’s financial account; (iv) religious or philosophical beliefs or affiliations, political party membership, or labor or trade union membership; or (v) biometric, genetic, health, medical, or medical insurance data.
- 1.16 **“Service Level Agreement”** means the Service Level Agreement available at www.autorabit.com/technical-support-services/, which may be updated from time to time, and is hereby incorporated by reference.
- 1.17 **“Services”** means, collectively, the Self-Hosted Software, Subscription Services, Trial Services, Support Services, and/or Professional Services provided by AutoRABIT to Customer under an applicable Order or SOW.
- 1.18 **“Statement of Work”** or **“SOW”** means one or more statements of work signed by the Parties from time to time that describe the Professional Services that AutoRABIT may perform for Customer and which shall be governed by this Agreement.
- 1.19 **“Self-Hosted Software”** means AutoRABIT software hosted by Customer on Customer’s premises (including for installation in Customer’s data center or on Customer’s third-party service provider’s cloud service), as more specifically identified in an Order.
- 1.20 **“Subscription Services”** means AutoRABIT’s software-as-a-service subscription service, as more specifically identified in an Order
- 1.21 **“Subscription Term”** means the period during which the Subscription Services, Self-Hosted Software, Support Services, or Trial Services will be provided as set out in each Order, including the Initial Term and any Renewal Terms.
- 1.22 **“Support Services”** means maintenance and support AutoRABIT provides for the Services, as more specifically identified in an Order.
- 1.23 **“Taxes”** means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including any fine, penalty, surcharge or interest), excluding any taxes based solely on the net income of AutoRABIT.
- 1.24 **“Trial Services”** or **“Trial”** means Services that may be made available to Customer to try at its option whether as a trial, pilot, evaluation, proof of concept, or by a similar description.
- 1.25 **“Usage Allowance”** means any usage limits (e.g. number of Users and designated location), quantities, or other parameters specified in the Order with respect to Customer’s use of the Services.
- 1.26 **“Usage Data”** means data and related analysis about deployment, configuration, operation, use, maintenance, and support of the Services, and the technology the Customer monitors using the Services.
- 1.27 **“Users”** means Customer’s and its Affiliates’ employees, agents, contractors, consultants, suppliers, or other individuals that access to the Services has been granted by or through Customer in accordance with an Order.
- 1.28 **“Vault”** means the data storage Services offered by AutoRABIT marketed as Vault or like iterations.

2. SERVICES.

- 2.1 Subscription Services Access Rights. AutoRABIT grants to Customer during the Subscription Term a limited, revocable, non-exclusive, non-transferable (except as expressly permitted in Section 12.10 (Assignment)), non-sublicensable right to access and use the Subscription Services solely in accordance with this Agreement, the applicable Order (including Usage Allowance), and any applicable Documentation.

2.2 Self-Hosted Software License Grant. AutoRABIT grants to Customer during the Subscription Term a limited, revocable, non-exclusive, non-transferable (except as expressly permitted in Section 12.10 (Assignment)), non-sublicensable license to use the Self-Hosted Software solely in accordance with this Agreement, the applicable Order (including Usage Allowance), and any applicable Documentation.

2.3 Trial Services Access Rights. AutoRABIT grants to Customer, until the earlier of (a) the end of the Trial period set forth in the Order, (b) the start date of any Subscription Term for the Services ordered by Customer, or (c) termination of the Trial by AutoRABIT in its sole discretion, a limited, revocable, non-exclusive, non-transferable (except as expressly permitted in Section 12.10 (Assignment)), non-sublicensable right to access and use the Trial Services solely in accordance with this Agreement, the applicable Order (including Usage Allowance), and any applicable Documentation. NOTWITHSTANDING ANYTHING HEREIN, DURING THE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

2.4 Acceptable Use. Customer shall comply with and shall ensure its Users comply with the Acceptable Use Policy.

2.5 No Other Rights. Except as expressly set forth in this Agreement, no additional rights are granted to Customer. AutoRABIT hereby reserves all rights not expressly granted to Customer under this Agreement. AutoRABIT and its Affiliates retain ownership of all right, title and interest, including all related Intellectual Property Rights, in and to the Services.

2.6 Professional Services. AutoRABIT will provide Customer the Professional Services identified in an Order or set forth in a Statement of Work. Any changes to the Professional Services will not be effective unless mutually agreed upon in writing. Customer will provide (as relevant) assistance, cooperation, key role positions, and resources reasonably necessary to enable AutoRABIT to perform the Professional Services. Customer acknowledges that AutoRABIT’s ability to provide Professional Services as described in the SOW may be affected if Customer does not meet its responsibilities as set out in the applicable SOW.

2.7 Support Services. AutoRABIT will provide Customer with Support Services in accordance with this Agreement, the applicable Order, any applicable Documentation, and the Service Level Agreement.

2.8 Delivery. Self-Hosted Software will be delivered electronically, and Customer is responsible for installing the Software, including configuration and settings, unless Customer has engaged AutoRABIT to provide or assist with implementation. Customer will conduct tests of the Self-Hosted Software upon its installation. All testing will be conducted within a period of 30 days in accordance with configuration verification tests provided by AutoRABIT. Subscription Services will be deemed delivered upon email delivery to the Customer designated contact notifying them of the availability for download or access of the Subscription Services.

2.9 Subcontractors. AutoRABIT reserves the right to engage subcontractors to perform its obligations under this Agreement.

2.10 Changes to the Services. AutoRABIT may modify the Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality, by implementing system upgrades, migrations and/or platform changes, discontinue offerings, or otherwise so long as such changes do not materially adversely affect the Services in effect during the Subscription Term.

3. AFFILIATES; PAYMENT; TAXES.

3.1 Affiliates. Any Customer Affiliate may purchase Services under this Agreement provided that: (a) with respect to any such purchase, the rights and obligations specified for Customer hereunder shall apply to such Customer Affiliate, and such Customer Affiliate shall be deemed to be Customer with respect to such purchase; (b) Customer shall be liable for all obligations of any such Customer Affiliate, including, without limitation, payment obligations; and (c) Customer will make available this Agreement to Customer Affiliates and will ensure that any Customer Affiliate desiring to purchase hereunder understands and agrees to be bound by those terms and conditions hereof that are applicable to such Customer Affiliates’ purchases hereunder.

3.2 Purchases via Resellers. The Parties agree that Customer may purchase through Resellers and those Services shall be governed by this Agreement. Unless otherwise agreed to amongst the Reseller and AutoRABIT, Orders for Services purchased through a Reseller are not subject to cancellation by Customer. Where Customer purchases Services via a

Reseller, the Reseller will enter into an Order with AutoRABIT for the purchase of the Services, and Reseller and Customer will enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Services, as well as any other terms or conditions that apply between them. AutoRABIT hereby agrees that, subject to receiving payment from the Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of this Agreement, for providing the Services under any such Order. Customer hereby acknowledges that AutoRABIT will not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third-party products or services furnished to Customer by any Reseller. For the avoidance of doubt, Sections 3.3, 3.4, 3.5, and the auto-renew language in 10.2 below will be of no effect where Customer purchases a Subscription through a Reseller, as payment, taxes, and renewals will be addressed in the agreement between Reseller and Customer.

3.3 Fees and Expenses. Customer will pay all fees specified in each Order and SOW and any applicable additional fees if Customer exceeds the allotted capacity, use or access rights, or other applicable Usage Allowances specified in the Order. Except as otherwise specified herein or in an Order or SOW, (a) fees are payable in United States dollars, (b) fees are based on the Services purchased, whether or not Customer actually uses the Services, (c) payment obligations are non-cancellable and fees paid are non-refundable, (d) all Services will be deemed accepted upon delivery, and (e) the Services purchased cannot be decreased during the relevant Subscription Term. Customer will reimburse AutoRABIT for any expenses specified in the Order, SOW, or otherwise authorized by Customer in writing. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Unless otherwise specified in the Order or invoice, all payments by Customer to AutoRABIT under this Agreement are due and payable within 30 calendar days of the invoice date.

3.4 Past Due Invoices. If any undisputed payment is not made when due, interest will begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or 1.5% per month, including any and all collection costs, accrued from the date due until paid in full. If any undisputed amount owed by Customer under this Agreement or any other agreement between the parties is 10 days or more overdue, AutoRABIT may, without limiting AutoRABIT's other rights and remedies, (a) accelerate Customer's unpaid fee obligations under this Agreement and the other agreements so that all such obligations become immediately due and payable and/or (b) reject any additional Orders. For the purposes of this Section, if Customer in good faith disputes any of the amounts set forth in any invoice rendered by AutoRABIT hereunder, Customer shall notify AutoRABIT in writing within ten (10) days following Customer's receipt of the invoice, which notice shall include a written statement of the basis of the dispute in reasonable detail and engage in good faith negotiations with AutoRABIT to resolve the dispute.

3.5 Taxes. Customer is solely responsible for the payment of, and will pay when due, all applicable Taxes now in force, enacted or imposed in the future arising from or relating to this Agreement and the provision of the Services under this Agreement including sales, service, use or value added taxes. If for any reason AutoRABIT pays any such Taxes, Customer will reimburse AutoRABIT for such Taxes. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to AutoRABIT, then the sum payable to AutoRABIT will be increased by the amount necessary so that AutoRABIT receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

3.6 Right to Audit. If requested by AutoRABIT in writing, AutoRABIT will have the right, not more than once every 12 months during the term of this Agreement and for two years thereafter, to perform an audit at Customer's facilities insofar as may be necessary, in AutoRABIT's judgment, to determine Customer's compliance with its rights and obligations under this Agreement. AutoRABIT and AutoRABIT's independent auditors will have access to Customer's books, records, and operations at reasonable times during normal business hours, with reasonable prior written notice and Customer agrees to cooperate in all respects necessary to enable AutoRABIT and its independent auditors to carry out the intent and purposes of this Section. AutoRABIT may notify Customer of any deficiencies in performance discovered in any such audit, which deficiencies will be promptly corrected by Customer including Customer's payment of applicable fees for exceeding any Usage Allowance or for using or accessing any Services for which Customer has not paid the applicable fees, regardless of whether such Services are accessible by Customer. All information disclosed to such third-party auditor or otherwise observed or learned by such third-party auditor will be deemed to be Confidential Information.

3.7 Suspension. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, AutoRABIT reserves the right to suspend provision of the Services: (a) if any fees are

ten (10) days or more overdue (and are not otherwise subject to a dispute), until such time as all outstanding fees are paid in full; (b) if AutoRABIT deems such suspension necessary as a result of Customer's breach of the Acceptable Use Policy; (c) if AutoRABIT reasonably determines suspension is necessary to avoid material harm to AutoRABIT or its customers, including if the Services are experiencing denial of service attacks, hacking, or other attacks or disruptions outside of AutoRABIT's control; or (d) as required by law or at the request of governmental entities.

4. SECURITY; CUSTOMER DATA.

4.1 Data Security. AutoRABIT will: (a) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards that are designed to protect the security and integrity of the Services and Customer Data, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards; (b) access and use the Customer Data solely to perform its obligations in accordance with this Agreement, the applicable Order, any applicable Documentation, and the Privacy Policy; and (c) perform periodic testing by independent third party audit organizations, which include Service Organization Controls 1 (SOC 1), SOC 2 audits and ISO 27001 certification or surveillance audits performed annually.

4.2 Data Processing. The terms of the DPA are incorporated herein by reference and apply to the processing of Personal Data (as defined in the DPA).

4.3 HIPPA Data. To the extent that (a) Customer is established in the United States; and (b) is a "covered entity" or a "business associate" and includes "Protected Health Information" (as these terms are defined in the BAA) in Customer Data, the Parties shall comply with the BAA.

4.4 Data Responsibility. EXCEPT FOR AUTORABIT'S DATA SECURITY OBLIGATIONS UNDER SECTION 4.1 OR VAULT SERVICES, AUTORABIT HAS NO OBLIGATION TO BACK UP CUSTOMER DATA OR WILL BE SUBJECT TO ANY LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA USED WITH THE SERVICES.

4.5 Data Retrieval. Upon request made by Customer within 30 days of termination of the Agreement or specific Subscription Services that are not renewed, AutoRABIT will make Customer Data available to Customer for export or download in .CSV format within six weeks of Customer's request. Unless deleted earlier or rendered inaccessible at Customer's request, AutoRABIT will delete or render inaccessible any Customer Data 90 days after termination of the Agreement or specific Subscription Services that are not renewed.

4.6 Restricted Information. Customer represents and warrants to AutoRABIT that Customer Data provided, submitted, or disclosed to AutoRABIT under this Agreement does not and will not, without AutoRABIT's prior written consent, contain any Restricted Information. This restriction does not apply to the Vault services.

5. PROPRIETARY RIGHTS.

5.1 Retained Rights. Except as expressly set forth in this Agreement, no additional rights are granted to Customer. AutoRABIT hereby reserves all rights not expressly granted to Customer under this Agreement. AutoRABIT and its Affiliates retain ownership of all right, title and interest, including all related Intellectual Property Rights, in and to the Services.

5.2 Customer Data Ownership. Customer is and will remain the sole and exclusive owner of all right, title, and interest in all Customer Data, including any Intellectual Property Rights therein. Customer hereby grants AutoRABIT all necessary rights to host, use, process, store, display and transmit Customer Data solely as necessary for AutoRABIT to provide the Services in accordance with this Agreement and any applicable Order. Customer represents and warrants to AutoRABIT that Customer is the owner or the licensee of all Intellectual Property Rights in and to the Customer Data. Customer hereby grants AutoRABIT a royalty-free, worldwide, non-exclusive, sublicensable license to use Customer Data to create and compile aggregated and/or anonymized data and/or statistics in a manner that is not directly attributable to or identified with Customer for the purposes of operating, providing, enhancing, improving, supporting, maintaining, and promoting the Services and for other uses by AutoRABIT.

5.3 Feedback and Usage Data. Customer acknowledges that AutoRABIT may utilize Customer suggestions, enhancement requests, or other recommendations (collectively, "**Feedback**") for any lawful business purpose, without a duty of accounting to Customer so long as such Feedback does not identify Customer, or any Customer provided

Customer Data. No compensation will be paid with respect to AutoRABIT's use of Feedback. AutoRABIT will own all right, title, and interest, including all related Intellectual Property Rights in any Feedback provided by Customer. AutoRABIT may monitor and collect Usage Data to improve AutoRABIT's current and future offerings, and if aggregated and not identifying Customer or any individual, for industry analysis, benchmarking, and analytics. AutoRABIT will own all right, title, and interest, including all related Intellectual Property Rights in Usage Data and derivatives thereof.

6. WARRANTY; DISCLAIMERS.

6.1 Limited Warranty for Self-Hosted Software and Subscription Services. AutoRABIT warrants that during the Subscription Term, the Self-Hosted Software and Subscription Services shall perform materially in accordance with this Agreement, the applicable Order, and any applicable Documentation. In the event of nonconformance, AutoRABIT's sole obligation, and Customer's exclusive remedy shall be for AutoRABIT to (a) correct any failure(s) of the Self-Hosted Software or Subscription Services to perform in all material respects or (b) if AutoRABIT is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable nonconformity, Customer may elect to terminate the associated Software or Subscription Services, and AutoRABIT will promptly refund to Customer any pre-paid, unused fees paid by Customer to AutoRABIT for such Software or Subscription Services. The warranty set forth in this Section does not apply to any Trial Services or if the Software or Subscription Services or any portion thereof: (i) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; (ii) is used on equipment, products, or systems not meeting specifications identified by AutoRABIT in the Documentation; or (iii) the nonconformance is a Service Commitment failure as set forth in the Service Level Agreement (where the sole remedy for such failure is outlined therein). Additionally, the warranty set forth herein only applies when notice of a warranty claim is provided to AutoRABIT during the applicable Subscription Term, and do not apply to any bug, defect, or error caused by or attributable to software or hardware not supplied by AutoRABIT.

6.2 Limited Warranty for Professional Services. AutoRABIT warrants to Customer that AutoRABIT will perform the Professional Services in a competent and professional manner consistent with generally accepted industry standards. In the event of breach of the foregoing warranty, as Customer's exclusive remedy and AutoRABIT's sole liability and obligation, AutoRABIT will use commercially reasonable efforts to correct the Professional Services or, if the foregoing remedy is not commercially practicable, AutoRABIT may, in its sole discretion, terminate the applicable Order or SOW upon written notice and refund to Customer any pre-paid fees paid by Customer for the portion of Professional Services giving rise to the nonconformance. Customer must report any deficiencies in the Professional Services to AutoRABIT during the provision of the Professional Services or within 30 days of the completion or sign-off of the Professional Services in order to receive such remedy.

6.3 Mutual Warranties. Each party represents and warrants that it (a) has validly entered into this Agreement and has the legal power to do so and (b) shall comply with all applicable local, state, national, international, or foreign law or regulation in connection with its performance under this Agreement.

6.4 General Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 6.1 AND 6.2 ABOVE, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND AUTORABIT MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AUTORABIT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. AUTORABIT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS OR THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR THAT THE SERVICES WILL BE ERROR-FREE. FURTHER, AUTORABIT DOES NOT WARRANT THAT ALL ERRORS IN THE SERVICES ARE CORRECTABLE OR WILL BE CORRECTED. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT, ASIDE FROM THE DOCUMENTATION, ANY INFORMATION OR ADVICE GIVEN BY AUTORABIT PERSONNEL SHALL NOT BE DEEMED TO CREATE OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN AND THAT CUSTOMER SHALL NOT RELY ON ANY SUCH EXPANDED INFORMATION OR ADVICE.

6.5 Code Disclaimer. AUTORABIT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CUSTOMER CODE FOR WHICH THE SERVICES ARE UTILIZED. CUSTOMER IS SOLELY RESPONSIBLE FOR THE CODE CUSTOMER HAS

WRITTEN AND ANY CODE FOR WHICH THE SERVICES ARE UTILIZED AND AUTORABIT DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL RESULT IN CORRECT, ERROR-FREE CODE.

6.6 High Risk Activity Disclaimer. CUSTOMER SHALL NOT USE THE SERVICES OR ANY MATERIALS PROVIDED UNDER THIS AGREEMENT IN HIGH-RISK ACTIVITIES, WHERE THEIR USE OR FAILURE COULD REASONABLY BE EXPECTED TO LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL OR PROPERTY DAMAGE (SUCH AS THE CREATION OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, AUTONOMOUS VEHICLES, WEAPON SYSTEMS, OR LIFE SUPPORT SYSTEMS).

7. CONFIDENTIAL INFORMATION.

7.1 Confidential Information. Each Party acknowledges on its own behalf, that during the term of this Agreement it (“**Receiving Party**”) may receive from or on behalf of the other Party (“**Disclosing Party**”) nonpublic information, including business, financial, and technical information reasonably considered by the Disclosing Party to be valuable and proprietary (“**Confidential Information**”). Confidential Information also includes the terms and conditions of this Agreement and may include proprietary or confidential information of third parties that have disclosed such information to the Disclosing Party in the course of its business. Confidential Information will not include information that the Receiving Party can prove: (a) was previously rightfully in the Receiving Party’s possession (in written or other recorded form) with no obligation to maintain confidentiality; (b) was developed by or for Receiving Party independently of, and without use of or reference to, Disclosing Party’s Confidential Information; (c) was received from a third party who is not prohibited from disclosing the information to the Receiving Party by a contractual, legal or fiduciary obligation; or (d) is or became available to and widely known by the public as to be reasonably regarded as public information without breach of this Agreement by the Receiving Party.

7.2 Use and Nondisclosure Obligations. During the term of this Agreement and after its termination, the Receiving Party will: (a) hold the Disclosing Party’s Confidential Information in confidence and use the same degree of care to protect the Disclosing Party’s Confidential Information as it uses for its own Confidential Information of like importance, but in no event using less than a reasonable standard of care; (b) not divulge any such Confidential Information of the Disclosing Party or any information derived therefrom to any third person except to Receiving Party’s Representatives as authorized hereunder; (c) not make any use of the Disclosing Party’s Confidential Information except to carry out its rights and obligations under this Agreement; and (d) not copy the Disclosing Party’s Confidential Information (except as necessary to carry out its rights and obligations under this Agreement). Any Representative of Receiving Party given access to the Disclosing Party’s Confidential Information must have a legitimate “need to know” and must have agreed, either as a condition of employment, representation, or in a written agreement in order to obtain the Disclosing Party’s Confidential Information, to be bound by terms and conditions no less protective of the Disclosing Party than this Section 5. The Receiving Party will be liable for any of its Representatives’ failure to comply with such obligation. If the Receiving Party suffers any unauthorized disclosure, loss of, or inability to account for Disclosing Party’s Confidential Information, the Receiving Party will promptly notify and cooperate with the Disclosing Party and take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the damage. “**Representatives**” means, with respect to a Party, such Party’s employees, directors, officers, advisors, consultants, subcontractors or other agents or representatives.

7.3 Authorized Disclosures. The Receiving Party may disclose the Disclosing Party’s Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body. To the extent not prohibited by law, the Receiving Party will give reasonable notice to the Disclosing Party to allow the Disclosing Party to contest such order or requirement or seek confidentiality treatment. Each party may disclose the terms and conditions of this Agreement: (a) on a confidential basis to legal or financial advisors; (b) pursuant to reports, applications, or similar filings submitted to regulatory agencies and governing authorities as required by applicable law; or (c) on a confidential basis in connection with any financing transaction or due diligence inquiry.

8. INDEMNIFICATION.

8.1 AutoRABIT Obligations. AutoRABIT will defend, indemnify and hold Customer and its Affiliates harmless from and against any third party claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) (collectively, “**Claim(s)**”), awarded against Customer or agreed upon by AutoRABIT in settlement, arising out of or relating to the extent that the Services misappropriates any copyright, trade secret, or any patent of a third party issued in the U.S., Canada, the European Union and/or Australia.

8.1.1 **Remedies.** If a Claim under this Section 8.1 is brought or threatened, or AutoRABIT believes is likely to occur, AutoRABIT may, at its option, (a) procure for Customer the right to use the Services, or (b) replace the Services with non-infringing products or services that are functionally equivalent in all material respects, or (c) if options (a) and/or (b) above cannot be accomplished despite AutoRABIT's commercially reasonable efforts, then AutoRABIT may terminate this Agreement with respect to such Services, as applicable, and upon return or cessation of use of the Services, as applicable, issue a pro-rata refund or credit to Customer for any prepaid fees corresponding to the remaining Subscription Term of the Services, as applicable, after the date of termination.

8.1.2 **Exclusions.** AutoRABIT will have no liability under this Agreement or otherwise to the extent a Claim is based upon: (a) AutoRABIT's compliance with a Customer-provided specification or instruction; (b) any infringement arising out of the use of the Services in combination with other hardware, equipment, software, or materials not furnished by AutoRABIT (if such infringement would not have occurred but for such combined use); (c) use of the Services in violation this Agreement, the applicable Order, and any applicable Documentation; (d) any Intellectual Property Right in which the Customer, or its Affiliate has a direct or indirect interest; (e) modification or alteration of the Services not made by or for AutoRABIT, if infringement would have been avoided by the absence of the modifications; (f) AutoRABIT's use of any Customer Data or any other Customer-provided material in accordance with this Agreement; (g) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release made available to Customer at no additional cost; (h) Customer's continuing such allegedly infringing activity after being informed by AutoRABIT and provided, at no additional charge, with modifications that would have avoided the alleged infringement and reasonable time to implement such modifications; or (j) Customer's use of the Services after the then-current Subscription Term.

8.2 **Customer Obligations.** Customer will defend, indemnify and hold harmless AutoRABIT and its Affiliates from and against any Claim, awarded against AutoRABIT or agreed upon by Customer in settlement, that arises out of or relates to: (a) Customer Data provided to AutoRABIT; or (b) breach of Customer's obligations under the Acceptable Use Policy.

8.3 **Procedure.** The Party seeking indemnification (the "**Indemnified Party**") will give prompt written notice to the other Party (the "**Indemnifying Party**") of the Claim and will cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same. The Indemnifying Party shall not settle any Claim in a manner that adversely affects the rights of the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party's failure to perform any obligations under this Section shall not relieve the Indemnifying Party of its obligations under this Section except to the extent that the Indemnifying Party has been prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense.

8.4 **Limitation.** This Section 8 states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other Party for any type of Claim.

9. LIMITATION OF LIABILITY.

9.1 **Exclusion of Consequential Damages.** EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT WILL EITHER PARTY AND ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **General Liability Cap.** EXCEPT FOR DATA PROTECTION CLAIMS (WHICH IS SUBJECT TO SECTION 9.3), EXCLUDED CLAIMS, AND FEES DUE BUT UNPAID, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO AUTORABIT UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURRED ("**GENERAL LIABILITY LIMIT**"). For clarity, amounts awarded to or settled with a third party under Section 8 with respect to an intellectual property infringement claim will be deemed to be direct damages under this Agreement

regardless of the characterization of the damages giving rise to such award or settlement, including punitive, special, indirect, consequential or otherwise.

9.3 **Data Protection Claim Cap.** NOTWITHSTANDING THE LIMITATIONS SET FORTH IN SECTIONS 9.1 AND 9.2 ABOVE, EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT WILL AUTORABIT'S AND ITS AFFILIATES' AGGREGATE LIABILITY TO CUSTOMER OR ITS AFFILIATES WITH RESPECT TO DATA PROTECTION CLAIMS EXCEED THREE TIMES THE GENERAL LIABILITY LIMIT.

10. TERM AND TERMINATION.

10.1 **Agreement Term.** This Agreement will begin on the Effective Date and will remain in force until there are no Orders, SOWs, or Subscription Terms in effect, unless terminated earlier in accordance with the terms of this Agreement.

10.2 **Subscription Term.** Each Order will set out the duration at which the Subscription Services, Self-Hosted Software, and/or Support Services will be provided to Customer ("**Initial Term**"). Upon expiration of the Initial Term or any Renewal Term, the Subscription Services, Self-Hosted Software, and/or Support Services will automatically renew for additional one-year periods (each a "**Renewal Term**"), unless either party gives the other party written notice of its intent not to renew at least 60 days before the expiration of the then-current term. Each Renewal Term will be subject to AutoRABIT's then-current pricing.

10.3 **SOW Term.** The term of each SOW or Order for Professional Services will begin upon the effective date set forth in the applicable SOW or Order and will remain in force until completion of the Professional Services, unless terminated earlier in accordance with the terms of this Agreement.

10.4 **Termination for Cause.** Upon written notice, either Party may terminate this Agreement (or any Order or SOW) if the other Party (a) materially breaches any obligations under these Terms or an Order and fails to cure the breach within thirty days after receiving written notice to do so; or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Any material breach notice by the terminating Party shall expressly state all the reasons for the claimed breach in sufficient detail to provide the other Party the opportunity to cure the alleged breach.

10.5 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Customer will: (a) within ten business days promptly pay to AutoRABIT any and all unpaid amounts due under this Agreement, (b) return or destroy any and all AutoRABIT owned materials (including any Self Hosted Software) within five days; and (c) upon AutoRABIT's written request certify in writing to AutoRABIT that all actions required by the preceding clause (b) have been satisfied. Further, both Parties will either return or destroy any and all Confidential Information of the other Party at the direction of the other Party and provide written proof if requested.

10.6 **Survival.** Notwithstanding any other provision of this Agreement, all remedies for breach, rights to accrued payments, and the following Sections shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 8, 9, 10.5, 10.6, 11, 12.

11. REMEDIES.

11.1 **Injunctive Relief.** The Parties agree that money damages are not a sufficient remedy for any breach or anticipated breach of Section 2 (Services) and Section 8 (Confidentiality) or any other provisions of this Agreement which may cause either party irreparable injury or may be inadequately compensable in monetary damages. Accordingly, each Party is entitled to specific performance, injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of proving irreparable harm or posting bond and without waiving any other remedies at law or in equity which may be available in the event of any action to enforce such provisions.

11.2 **Non-Exclusive Remedy.** Except as otherwise expressly stated herein, termination of this Agreement by either Party will be a nonexclusive remedy and will be without prejudice to any other right or remedy. Except as otherwise expressly stated herein, the rights and remedies of the Parties to this Agreement are cumulative and not alternative.

12. GENERAL.

12.1 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed as follows: Notices to AutoRABIT must be sent via email to legal@autorabit.com with a copy sent via certified mail to 548 Market Street, PMB 98272, San Francisco, CA 94104,

ATTN: LEGAL. Notices to the Customer may be provided via email to the primary contact email associated with the Customer's account. Customer waives any requirement that Notices be sent via certified or physical mail unless expressly required by applicable law.

12.2 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the state courts in the County of Santa Clara, California or the United States District Court for the Northern District of California. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

12.3 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5 Waiver and Severability. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. A waiver by a party of any provision of this Agreement in any one instance will not be deemed or construed to be a waiver of such provision for any similar instance in the future or of any subsequent breach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Insurance. During the term of this Agreement and until one year after the termination of this Agreement, AutoRABIT shall procure, and maintain in full force and effect, the insurance coverage in the types and amounts as are reasonable and customary in the industry for comparable businesses. Upon written request of the Customer, AutoRABIT will provide the requesting Party with certificates of insurance evidencing its then-current insurance coverage.

12.7 Force Majeure. Except with respect to any payment to be made to AutoRABIT hereunder, neither Party shall be liable under this Agreement for failures to perform due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, pandemic, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, or any cause or matter whatsoever not within the reasonable control of such party to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. The delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than sixty (60) calendar days, then either Party may terminate the Agreement upon written notice to the other Party.

12.8 Future Products. Customer acknowledges and agrees that its purchase of AutoRABIT Products and Services under this Agreement and Order(s) is not conditioned or contingent on the delivery of any specific future modules, features, functionalities, upgrades or enhancements ("**Future Products**") or any statements by AutoRABIT, whether oral or written, regarding Future Products.

12.9 Modifications. Except as otherwise provided for herein, no provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by both Parties.

12.10 Assignment. Neither Party may transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of the other Party. However, either Party may transfer or assign its obligations under this Agreement in their entirety without the consent of the other Party to an Affiliate or in connection with a merger, acquisition, and corporate reorganization, sale of all or substantially all of its assets or a similar transaction. Where there is a legal requirement for consent of each Party in order to allow any such assignment or transfer, the Parties agree to provide such consent (including, where required, entering into an assignment or transfer agreement). Any attempted assignment or transfer in violation of this Section will be null and void. This Agreement will be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

12.11 U.S. Government Users. If the Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are each a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those

terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services and the Documentation are licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

12.12 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other Party's employees or agents in connection with this Agreement. If a Party learns of any violation of the above restriction, such Party will use reasonable efforts to promptly notify the other Party.

12.13 Export Compliance. Customer acknowledges that the Services and related technical data received from AutoRABIT may be subject to U.S. export and import controls, and in using the Services and related technical data Customer will comply with all applicable laws, and agrees to commit no act which, directly or indirectly, would violate any United States law, regulation or order, including tax, export and foreign exchange laws, import controls, and export controls imposed by the U.S. Export Administration Act of 1979 as amended.

12.14 Preparation and Headings. There will be no presumption against either Party on the ground that such Party was responsible for preparing all or any part of this Agreement. The headings stated in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not have any bearing on the construction or interpretation hereof.

12.15 Order of Precedence. In the event of conflict, the following order of precedence will apply: (a) the Order (or any SOWs), (b) the exhibits, addenda, and policies attached or incorporated herein by reference, (c) the terms and conditions of this Agreement, and (d) the Documentation.

12.16 Entire Agreement. This Agreement, including the Orders, SOWs, and the applicable exhibits, addenda, and policies incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of AutoRABIT to object to such terms, provisions, or conditions. Any purchase order or similar document from Customer will be for billing reference only.