MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS "**AGREEMENT**") GOVERNS USE BY CUSTOMER (AS DEFINED BELOW) OF THE SOFTWARE SERVICES (AS DEFINED BELOW) OF COMPANY (AS DEFINED BELOW).

BY EXECUTING A SERVICE ORDER FORM (AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.

This Agreement was last updated on March 27, 2026. It is effective between Customer and Company as of the date of Customer's execution of a Service Order Form (the "**Effective Date**").

RECITALS

WHEREAS, Company makes available cloud-based fulfillment systems on a software-as-a-services basis to customers who subscribe to these services.

WHEREAS, Company provides integration, consultation, training, development, technical, and support services to customers who subscribe to these services.

WHEREAS, Customer desire to subscribe to certain Software Service(s) (as defined below) and obtain Professional Services (as defined below) in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following terms and conditions.

AGREEMENT

1. Definitions. Unless the context otherwise requires, the following terms, when used in this Agreement, shall have the respective meanings specified below (such meanings to be equally applicable to the singular and the plural forms of the terms defined).

1.1. "**Agreement**" shall have the meaning set forth above.

1.2. "**Acceptable Use Policy**" means Company's policy regarding Customer's use of the Software Service that is available at https://www.extensiv.com/msa and which Company may revise from time to time in its sole discretion.

1.3. "**Anonymized Statistics**" means Customer Data and any other data and information relating to Customer's use of the Software Services in any aggregated or de-identified form.

1.4. "**Amendment**" means a modification, amendment or waiver of any provision of this Agreement and/or any Service Order Form.

1.5. "API Credentials" means the secret key and access token that allow an Application to interact with the Software Service using the Company API(s).

1.6. "Application" means the Customer's software application, website, interface or any other means that Customer develops or uses to access the Software Service using the Company API.

1.7. "**Beta Service**" means the pre-release or beta version of a Software Service that is in development and not yet commercially released to Customers.

1.8. "**Claim**" shall have the meaning set forth below in Section 12.1.

1.9. "**Company**" means 3PL Central LLC dba Extensiv.

1.10. "Company API(s)," "**API**" or "**API Services**" means all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Company to Customer for building or using Applications to access any Software Service.

1.11. "**Company Property**" means the Software Services, API(s), Documentation, and all software, documentation, information, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, other property used by or on behalf of Company or its licensors, or otherwise related to the Software Services, and all Updates to any of the foregoing items, together with all copyrights, trademarks, patents, trade secrets and any other intellectual property and/or proprietary rights inherent therein and related thereto. For the avoidance of doubt, the results and proceeds of Professional Services (including, without limitation, all work product created by or for Company in connection with the provision of any Professional Services) are Company Property.

1.12. "**Confidential Information**" means computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and other non-public information and materials, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary.

1.13. "**Customer**" means the company or other legal entity accepting this Agreement and affiliates of that company or entity that entered into one (1) or more Service Order Forms with Company.

1.14. "**Customer Data**" means all electronic data or information submitted by Customer to any Software Service.

1.15. "**Customer Property**" means the content, data, hardware, software or other materials provided to Company by or on behalf of Customer.

1.16. "**Disclosing Party**" shall have the meaning set forth below in Section 10.1.

1.17. "**Documentation**" means the current documentation provided by Company in connection with the any Software Service.

1.18. "**Feedback**" means any suggestions, ideas, enhancement requests, recommendations, or other information (including, without limitation, information relating to potential Updates) provided by Customer, including Users, to Company.

1.19. "**Fees**" means fees as specified on the applicable Service Order Form.

1.20. "**Force Majeure Event**" any event that is beyond the reasonable control of a Party, including, without limitation: any earthquake, flood, fire, storm or other natural disaster, epidemic, pandemic, accident, explosion, casualty, acts of God, lockout, strike, labor controversy or threat thereof, riot, insurrection, civil disturbance or commotion, boycott, disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

1.21. "**Losses**" shall have the meaning set forth below in Section 12.1.

1.22. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.23. "**Operating Environment**" means the hardware, software, and Internet connectivity and bandwidth necessary and/or appropriate for Customer to access and use the Software Services and the Documentation, as set forth on the applicable Service Order Form or such other hardware or software as Company may suggest from time to time.

1.24. "**Party**" or "**Parties**" means Company and Customer, individually and collectively, respectively.

1.25. "**Professional Services**" means integration, consultation, training, development, technical, and support services.

1.26. "**Receiving Party**" shall have the meaning set forth below in Section 10.1.

1.27. "**Scheduled Maintenance**" shall have the meaning as set forth below in Section 3.1.

1.28. "**Service Order Form**" means any order form entered into between Company and Customer pursuant to which Customer subscribes to any Software Service(s) and/or purchases Professional Services and that contains additional terms and conditions with respect thereto. Each Service Order Form shall be substantially in the form of the Service Order Form #1 that is attached to this Agreement. Upon the execution of any Service Order Form by Company and Customer, such Service Order Form shall be deemed to be incorporated into and a part of this Agreement.

1.29. "**Software Services**" means Company's cloud-based fulfillment systems that are made available to customers on a software-as-a-service (SaaS) subscription basis, including APIs and Documentation.

1.30. "**Subscription**" means a software-as-a-service subscription to use Company's cloud-based fulfillment systems, as specified in the applicable Service Order Form.

1.31. "**Taxes**" means taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use and withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

1.32. "**Term**" shall have the meaning set forth below in Section 14.

1.33. "**Updates**" means bug fixes, updates, upgrades, enhancements, improvements, modifications , derivative works and new releases or versions.

1.34. "**Users**" means individuals who are authorized by Customer to use the Software Services, for whom subscriptions to a Software Service have been ordered, and who have been supplied their own unique user identifications and passwords by Customer (or by Company at Customer's request).

2. Software Services.

2.1. Provision of Software Services. Company shall make the Software Services available to Customer pursuant to this Agreement and the applicable Service Order Form(s) during each applicable subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

2.2. Subscriptions. Unless otherwise specified in the applicable Service Order Form, (a) Software Services are purchased as Subscriptions and may be accessed by no more than the specified number in the Service Order Form, (b) additional Subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Subscriptions are added, and (c) the added Subscriptions shall be co-terminus with the pre-existing Subscription(s). Subscriptions are for designated Users only and cannot be shared or used by more than one User. Subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Software Services.

2.3. Delivery. The Software Service(s) will be made available to Customer, at Company's sole discretion, via the Internet through the use of one of the following recommended browsers: Google Chrome, Mozilla Firefox and Microsoft Edge.

3. Company Responsibilities.

3.1. Company shall: (a) provide Company basic support for the Software Services to Customer at no additional charge; (b) use commercially reasonable efforts to make the Software Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) scheduled

maintenance for which Company shall use commercially reasonable efforts to provide at least eight (8) hours prior notice via the Software Services and for which Company shall use commercially reasonable efforts to schedule between 6:00 p.m. PT to 6:00 a.m. PT ("**Scheduled Maintenance**"), or (ii) any Force Majeure Event; and (c) provide the Software Services in accordance with applicable laws and government regulations.

3.2. Company Protection of Customer Data. Company shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Company shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with Section 10.6 or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Software Services and/or Professional Services and to prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Customer shall promptly notify Company of any interruption or failure of the Software Services.

3.3. Customer Responsibilities.

3.3.1 Customer is responsible for all activities relating to Customer's access and use of the Software Services. Customer shall: (a) be responsible for Users' compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of Customer Data and of the means by which it acquired Customer Data; (c) ensure that all of its Users comply with the terms and conditions of this Agreement; (d) not permit any person or entity, other than the Users, to use or gain access to the Software Services and shall protect against unauthorized usage of or access thereto and shall immediately notify Company in writing of any such unauthorized access or use and (e) use the Software Services only in accordance with the Documentation, Acceptable Use Policy and applicable laws and government regulations, including, without limitation, those relating to data privacy, international communications, and transmission of technical or personal data. Customer shall not: (i) make the Software Services available to anyone other than Users; (ii) sell, resell, rent or lease the Software Services; (iii) use the Software Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party publicity or privacy rights; (iv) use the Software Services to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of the Software Services or third-party data contained therein; or (vi) attempt to gain unauthorized access to the Software Services or their related systems or networks.

3.3.2 Customer is solely responsible for all content and data transmitted, distributed, posted or stored on or through the Software Services by Customer or its Users. Customer and its Users shall not use the Software Services in any manner, or in connection with any Customer Property, that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property or proprietary right of Company or any third party.

3.3.3 The Parties acknowledge that successful implementation and use of the Software Service depends upon the Customer's Operating Environment. Customer shall be responsible for obtaining and maintaining the Operating Environment at its sole expense. If Customer fails to do so, Customer's access to or ability to use the Software Services and the Documentation may be negatively affected or non-existent.

4. Right to Use.

4.1. Software Service. Subject to the terms and conditions of this Agreement, Company grants to Customer a worldwide, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable right during the applicable subscription term to access and use, and to authorize the access and use of, the Software Service(s) to the extent expressly set forth on the applicable Service Order Form.

4.2. Authorized Users. Customer's right to authorize access and use of the Software Services shall extend only to Users, only to the extent expressly permitted by each such applicable Service Order Form. If Users or Usage is proven to be in violation of the applicable Service Order Form, Company reserves the right to enact a pricing change to recoup fees or to upgrade customer to the appropriate subscription to encompass the usage.

4.3. Restrictions on Use. Customer shall not (a) license, sublicense, sell, resell, rent, timeshare, transfer, assign, distribute, or otherwise commercially exploit or make available in any way to any third party any service or software or other materials or information included with the Software Service; (b) make derivative works of, or otherwise modify, any Software Service; (c) create Internet "links" to any Software Service on any server or wireless or Internet-based device; (d) reverse engineer, disassemble or decompile any Software Service; or (e) use any Software Service in any way that infringes upon the intellectual property rights of any person, including, without limitation, Company.

4.4. Customer Property. Customer hereby grants to Company a worldwide, non-exclusive, royalty-free right and license to use and authorize others to use the Customer Property and Customer's Confidential Information as necessary or desirable for Company to fulfill the purposes of, or to otherwise effectuate, this Agreement.

4.5. Anonymized Statistics. Notwithstanding anything in this Agreement to the contrary, Company is free to use and disclose Anonymized Statistics. Customer acknowledges that Company will be compiling Anonymized Statistics based on Customer Data and information input by other customers into the Software Services. Without limiting the foregoing, Customer agrees that Company may (a) make Anonymized Statistics publicly available, (b) disclose Anonymized Statistics to third parties, and (c) use Anonymized Statistics for any purpose, including any analysis, service enhancement or marketing.

5. Company API.

5.1. API Services. If Customer desires to access and use the Company API, Customer must subscribe for API access in an applicable Service Order Form. Customer shall use the Company API strictly in compliance with the terms and conditions of this Agreement and only: (a) with API Credentials issued to Customer and registered specifically for Customer's use; (b) for the Customer's use of the Software Services and for no other purpose; and (c) to allow its Applications or content to interface with the Software Services.

5.2. Access and Use. Company may change or discontinue the availability of some or all of the Company API at any time for any reason with or without notice. Such changes may

include removal of features, or changes in the requirements or fees for features. Company may also impose limits on certain features and services or restrict Customer's access to some or all of the Company API. Customer's continued use of the Company API following a subsequent release will be deemed Customer's acceptance of modifications.

5.3. Restrictions on Use. When using the Company API, Customer will not (and will ensure that its Users will not):

5.3.1 disclose the API Credentials, or any part thereof, to any third party other than Customer's agents, employees, or services providers, who require access to use, maintain, implement, correct or update any Application in accordance with this Agreement, and who are subject to confidentiality obligations at least as protective as those contained herein;

5.3.2 distribute, sell, lease, rent, lend, transfer, assign or sublicense any rights related to the Company API granted by this Agreement to any third party without Company's express prior written consent;

5.3.3 use or access the Company API or the Software Services in order to monitor the availability, performance, or functionality of the Company API, the Software Services or any portion thereof or for any similar benchmarking purposes;

5.3.4 remove or destroy any copyright notices, proprietary markings or confidentiality notices placed upon, contained within or associated with the Company API or the Software Services;

5.3.5 engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the Software Services and/or Company API, including, without limitation, the servers, networks, data, applications or other properties or services of Company;

5.3.6 circumvent technological measures intended to protect the Software Services and/or Company API, including, without limitation, the servers, networks, data, applications or other properties or services of Company;

5.3.7 bypass Company API restrictions for any reason;

5.3.8 use the Company API to substantially replicate products or services offered by Company;

5.3.9 develop or deploy an Application that excessively burdens any Software Services and/or Company API, including, without limitation, the servers, networks, data, applications or other properties or services of Company;

5.3.10 develop or deploy an Application to migrate Customers off of Company;

5.3.11 develop or deploy an Application in any way in furtherance of criminal, fraudulent, or other unlawful activity, or any other activity that violates this Agreement;

5.3.12 request more than the minimum amount of data from a Company API needed by its Application to provide the intended Application functionality;

5.3.13 falsify or alter any unique identifier in, or assigned to its Application, or otherwise obscure or alter the source of queries coming from its Application;

5.3.14 attempt to cloak or conceal its identity or the identity of its Application(s) when requesting authorization to use the Company API; and

5.3.15 include code in any Application which performs any operations not related to the services provided by the Application, whether Customer has obtained consent to do so, and whether the Application obtains consent from the end user to do so. For the avoidance of doubt, this prohibited activity includes embedding or incorporating code into any Application which utilizes the resources (including CPU resources) of another computer, including for the purposes of cryptocurrency mining.

5.4. Beta Services. From time to time, Company may, in its sole discretion, invite Customer to use, on a trial basis, Beta Services, which the Company may update with new and/or updated features and functionality, at any time, in its sole discretion. Beta Services may be subject to additional terms and conditions to which Customer must agree prior to Customer's use of the Beta Services. Beta Services and all associated conversations and materials relating thereto will be considered Confidential Information and subject to the confidentiality provisions in this Agreement. Company makes no representations or warranties that the Beta Services will properly function. A description of the Beta Services may be provided prior to or at the time of use the Beta Services, or if and when the Company makes changes to the Beta Services. Company may modify or discontinue the Beta Services at any time in its sole discretion. Company will have no liability for any harm or damage arising out of or in connection with a Beta Service. Beta Services may not work in the same way as a final version. Company may change or not release a final or commercial version of a Beta Service in its sole discretion.

6. Consideration.

6.1. Fees. In consideration of Company's provision of the Software Services and Professional Services, Customer shall pay Fees at the times and on the dates as specified in the applicable Software Service Order Form. Except as otherwise specified in the applicable Service Order Form, (a) fees may be based on services purchased and/or actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the number of Subscriptions purchased cannot be decreased during the relevant subscription term stated on the Service Order Form. Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Subscriptions added in the middle of a monthly period will be prorated for that period and the monthly periods remaining in the subscription term. All pricing information is the Confidential Information of Company.

6.2. Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the applicable Service Order Form. Unless otherwise stated in the Service Order Form, fees are due net thirty (30) days from the invoice date. All amounts payable by Customer shall be paid in immediately available funds, in United States dollars, are non-refundable and shall

not be subject to any set-off claim. Payments may be made by credit card, check or wire transfer. Payments made using a credit or debit card shall incur a convenience fee of three percent (3%) of the total bill due. Payments made using a check shall incur a convenience fee of $50 per check. Any credit card decline or otherwise failure to pay may result in suspension of Customer's account in accordance with Section 6.4. Company will not charge Customer any additional fees to make payments via ACH or wire transfer. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

6.3. Late Charges. If Customer fails to pay any amount due within thirty (30) days of the due date as set forth on the applicable Service Order Form, late charges at the rate of one and one-half percent (1.5%) of the outstanding balance per month or the maximum permitted by law, whichever is lower, together with all of Company's expenses and collection costs (including, without limitation, reasonable attorneys' fees and costs incurred in enforcing this Agreement) shall immediately become due and payable. Customer shall be liable for all collection agency fees payable by Company if Customer fails to comply with any of its payment obligations. Company may condition future Subscription renewals and Service Order Forms on payment terms shorter than those specified in Section 6.2.

6.4. Suspension of Services. If any charge owing by Customer is twenty-one (21) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Software Services and Professional Services until such amounts are paid in full, provided Company has given Customer ten (10) or more days' prior notice that its account is overdue in accordance. with section 16.9. In the event of suspension, reconnection fees will apply.

6.5. Payment Disputes. Company shall not exercise its rights under Sections 6.3 or 6.4 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Company's fees do not include any Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

7. Maintenance and Support.

7.1. Support. Company shall provide contact information to Customer to enable Customer's communication with a service representative during Company's regular business hours to assist Customer in identifying, verifying and resolving problems with the Software Services.

7.2. Updates. Company will offer to Customer, free of charge, all Updates to the Software Services and the Company API that Company, in its sole discretion, makes generally available to all of its customers without charge.

7.3. Software Service Modifications/Cancellations. Company reserves the right, upon thirty (30) days' notice to Customer, to modify the Software Services provided hereunder; provided, however, that if such modification causes a substantial detriment to Customer, Customer shall have the right, after providing Company with a reasonable notice and cure period, to terminate the applicable Service Order Form with respect to such affected Software Service component if Company is unable to cure such substantial detriment. In the event that any licensor to Company of any Software Service component ceases for any reason to license such Software Service component to Company, Company shall have the right, after the provision of reasonable notice under the circumstances to Customer, to terminate the applicable Service Order Form with respect to such affected Software Service component.

7.4. Professional Services. At its discretion, Company may offer Professional Services to Customer, including maintenance and technical support. The terms governing the provision of any Professional Services will be set forth in a Services Order Form.

8. Proprietary Rights.

8.1. Customer Property. As between Customer and Company, Customer Property is and shall remain the sole and exclusive property of Customer, including, without limitation, all patent, copyright, trademark, trade secret and other proprietary or intellectual property rights therein.

8.2. Company Property. Subject to the limited rights expressly granted by Company to Customer under this Agreement, Company reserves all right, title and interest in and to the Company Property. The Company Property (including, without limitation, all patent, copyright, trademark, trade secret and other proprietary or intellectual property rights therein) is and will remain the sole and exclusive property of Company. No rights are granted to Customer under this Agreement other than as expressly set forth herein.

8.3. Customer Data. Subject to the limited rights granted by Customer hereunder, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

8.4. Anonymized Statistics. All right, title and interest in the Anonymized Statistics and all intellectual property rights therein, belong to and are the sole and exclusive property of Company.

8.5. Feedback. Company owns and shall own any Feedback relating to the operation of the Software Services. Customer hereby assigns to Company all right, title, and interest in and to the Feedback, and Company is free to use, reproduce, disclose, and otherwise exploit the Feedback without attribution, payment or restriction. To the extent that ownership in any Feedback does not automatically vest in Company, Customer hereby grants Company a perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple levels of sublicensees), worldwide right and license to reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Company) all or any portion of such Feedback, without attribution, payment or restriction.

9. Acceptable Use Policy. Customer agrees to adhere to the Acceptable Use Policy. Customer acknowledges that, from time to time, Company may publish a revised Acceptable Use Policy on the Company website(s) related to the Software Services. Customer agrees that its continued use of any Software Service after such publication shall be deemed acceptance of such revised Acceptable Use Policy.

10. Confidentiality.

10.1. Confidential Information. Confidential Information of Customer shall include Customer Data and Confidential Information of Company shall include the Software Services and the terms and conditions of this Agreement and all Service Order Forms. Confidential Information does not include information that the receiving Party (the "**Receiving Party**") can demonstrate with competent evidence (a) is known to the Receiving Party prior to its disclosure by the disclosing Party (the "**Disclosing Party**") without breach of any obligation owed to the Disclosing Party, (b) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) is independently developed by the Receiving Party.

10.2. Restrictions on Use. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than to exercise its rights and/or perform its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise expressly permitted in this Section 10. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information, but no less than reasonable care under the circumstances. Each Party shall advise the other Party in writing of any misappropriation or misuse of Confidential Information of the other Party of which the notifying Party becomes aware.

10.3. Exclusions. Each Party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder as required by applicable regulatory authorities; (b) in confidence, to (i) its legal counsel, accountants and advisors who have a need-to-know and (ii) existing and potential investors, lenders and acquirers, and the legal counsel, accountants and advisors of any of the foregoing, provided, that, in the case of this clause (b), any such recipient is bound by a written agreement (or in the case of legal counsel, accountants and advisors, formal ethical duties) imposing substantially similar confidentiality obligations as those imposed by this Section 10 and, in the case of clause (b)(ii) specifically, permitting use of such terms only for purposes of evaluating the applicable investment, loan or acquisition; and (c) in connection with the enforcement of this Agreement or any rights hereunder.

10.4. Equitable Relief. Each Party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing

Party and that any unauthorized use or disclosure of such information may cause the Disclosing Party irreparable harm for which remedies at law may be inadequate. Accordingly, each Party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law, to seek equitable relief.

10.5. Return of Materials. Upon the expiration or earlier termination of this Agreement, each Party (as Receiving Party) will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Receiving Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

10.6. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11. Representations and Warranties; Disclaimer.

11.1. Company Representations and Warranties. Company represents and warrants that: (a) Company has validly entered into this Agreement and has the legal power to do so; (b) the Software Services shall perform substantially in accordance with the Documentation; (c) Company will use generally accepted industry tools and practices to provide the Subscription Services without any Malicious Code; and (d) Company will not transmit Malicious Code to Customer.

11.2. Customer Representations and Warranties. Customer represents and warrants that: (a) Customer has validly entered into this Agreement and has the legal power to do so, (b) the information provided to Company regarding the Customer is accurate and (c) Customer acknowledges and agrees that the Company has not made (and Customer hereby disclaims reliance on and acknowledges and agrees that the Company has disclaimed reliance on) any representation or warranty, express or implied, written or oral, as to the accuracy or completeness of any information regarding the Company, its products or services or the Software Services, except as expressly set forth Section 11.1, and Customer shall have no claim against the Company with respect thereto.

11.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY SERVICE ORDER FORM (IF APPLICABLE), NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE SERVICES OR PROFESSIONAL SERVICES AND/OR ANY SERVICE ORDER FORM. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY , FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT. COMPANY EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.

12. Indemnification.

12.1. Indemnification by Company. Company shall indemnify Customer against any and all claims, suits, actions, or proceedings brought by a third party (each, a "**Claim**") alleging that the use of the Software Services as permitted hereunder infringes or misappropriates the intellectual property rights of such third party, and shall indemnify Customer for any and all damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable outside attorneys' fees) (collectively, "**Losses**") finally awarded by a court against Customer and for amounts paid by Customer under a court-approved settlement, in each case with respect to any such Claim against Customer; provided that Customer (a) promptly gives Company written notice of such Claim, (b) gives Company sole control of the defense and settlement of such Claim (provided that Company may not settle or defend such Claim unless it unconditionally releases Customer of all liability), and (c) provides to Company all reasonable assistance, at Company's expense. In the event of a Claim against Customer, or if Company reasonably believes the Software Services may infringe or misappropriate the intellectual property rights of any third party, Company may in its sole discretion and at no cost to Customer (i) modify the Software Services so that they no longer infringe or misappropriate, (ii) obtain a license for Customer's continued use of the Software Services in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for such Services upon thirty (30) days' prior written notice and refund Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination. THE FOREGOING SETS FORTH COMPANY'S EXCLUSIVE OBLIGATION AND LIABILITY TO CUSTOMER WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

12.2. Indemnification by Customer. Customer shall indemnify Company against any and all Claims alleging that the Customer Property and/or Customer Data, or Customer's use of the Software Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Company for any and all Losses finally awarded by a court against Company and for amounts paid by Company under a court-approved settlement, in each case with respect to any such Claim against Company; provided that Company (a) promptly gives Customer written notice of such Claim, (b) gives Customer sole control of the defense and settlement of such Claim (provided that Customer may not settle or defend such Claim unless it unconditionally releases Company of all liability), and (c) provides to Customer all reasonable assistance, at Customer's expense.

12.3. Exclusive Remedy. The indemnification obligations set forth in this Section 12 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

13. Limitation of Liability. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, ANY SERVICE ORDER OR ANY DOCUMENT RELATED TO THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL: (a) COMPANY AND ITS AFFILIATES BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY,

SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, FOR LOST PROFITS, FOR THE PROCUREMENT OF SUBSTITUTE GOODS OR FOR LOSS OF DATA, GOODWILL OR ANY OTHER DAMAGE TO INTANGIBLE PERSONAL PROPERTY, WHETHER INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF THE SERVICE OR OTHERWISE OR, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY, ITS SUPPLIERS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) COMPANY'S AGGREGATE LIABILITY HEREUNDER, FOR ANY CAUSE, IN ANY CALENDAR YEAR, ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID HEREUNDER TO COMPANY IN THE CALENDAR YEAR IN WHICH THE DIRECT DAMAGES ARE INCURRED AND THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. Term.

14.1. Term. This Agreement commences on the Effective Date and continues until all Subscriptions granted in accordance with this Agreement have expired or been earlier terminated.

14.2. Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Service Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Service Order Form, all Subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one-year (whichever is shorter), unless either Party gives the other Party notice of non-renewal at least sixty (60) days before the end of the relevant subscription term. Subscriptions include a standard price increase effective at each renewal according to the terms of the subscription order form, unless the subscription order form specifically indicates that the standard price increase is not applicable. Additionally, the Company may revise its pricing by giving Customer written notice of a pricing increase before the end of the then-current subscription term, in which case the pricing increase shall be effective upon renewal and thereafter. If Customer does not agree to the pricing increase, then Customer may terminate the applicable Service Order Form with the objectionable price increase by providing Company with written notice at least sixty (60) days before the end of the then-current subscription term. Termination will be effective on the expiration of the then current subscription term.

15. Termination.

15.1. Termination for Cause. A Party may terminate this Agreement if the other Party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching Party. The exercise of any right of termination shall not limit any other rights or remedies of the terminating Party at law, in equity or hereunder.

15.2. Effect of Termination. The termination of this Agreement shall automatically, and without further action by Company, terminate and extinguish Customer's right to use the Software Services. The cancellation, termination or expiration of a particular Service Order Form shall not terminate this Agreement if the Customer subscribes to more than one (1) Software Service. Upon the expiration or earlier termination of this Agreement, Customer shall discontinue all use of the Software Services and pay to Company any sums that are then due and payable under this Agreement. The obligations in this Agreement which are intended by their terms to survive the expiration or earlier termination of this Agreement shall so survive. In addition, and without limiting the generality of the preceding sentence, Sections 4.5, 6, 8, 10, 11, 12, 13, 15.2, 15.3 and 16 of this Agreement shall survive the expiration or earlier termination of this Agreement for any reason.

15.3. Refund or Payment upon Termination. Upon any termination for cause by Customer, Company shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the term of all Service Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

16. General.

16.1. Export Restrictions. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SOFTWARE SERVICES OR INFORMATION ABOUT SUCH SOFTWARE SERVICES OR COMPANY API WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. CUSTOMER SHALL NOT EXPORT THE SOFTWARE SERVICES, INCLUDING, WITHOUT LIMITATION, THE COMPANY API, DOCUMENTATION, OR INFORMATION ABOUT THE SERVICE WITHOUT THE WRITTEN CONSENT OF COMPANY AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS.

16.2. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Company employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company.

16.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law; the remaining provisions of this Agreement shall remain in full force and effect.

16.4. Waiver. No waiver of any particular default or any right or remedy with respect to such default shall preclude, affect or impair enforcement of any right or remedy with respect to

any subsequent default. Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the party against whom such waiver is intended to be effective.

16.5. Force Majeure. Except for Customer's obligations to pay for services rendered by Company, neither Party shall be liable to the other Party for any failure or delay in performance caused by any Force Majeure Event.

16.6. Assignment. Customer may not assign this Agreement, by operation of law or otherwise (including, without limitation, by means of outsourcing), in whole or in part, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Company may assign this Agreement and/or subcontract some or all its obligations hereunder.

16.7. Governing Law. This Agreement shall be governed by the laws of the United States (excluding the U.N. Convention on contracts for the International Sale of Goods) and the State of California, without regard to its conflict of laws principles. With respect to any litigation arising out of or relating to this Agreement, the Parties hereto agree that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in Los Angeles County, California and each party hereby submits to the exclusive jurisdiction of such courts.

16.8. Venue; Dispute Resolution. The state and federal courts located in Los Angeles County, California, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Other than for matters contemplated by Section 10.4, for which the procedures in that Section shall be applicable or for any equitable relief, any dispute arising out of or relating to this Agreement will be settled by binding arbitration and, except as specifically stated otherwise in this Agreement, in accordance with the Streamlined Arbitration Rules and Procedures then in effect of JAMS (the "Arbitration Body") - https://www.jamsadr.com/rules-streamlined-arbitration/. Matters to be arbitrated shall specifically include actions sounding in tort as well as contract claims and those arising out of any other principle of law. Such arbitration will be conducted before a single arbitrator selected by the parties who shall be an admitted lawyer knowledgeable in the negotiation of agreements of this type who has not performed services for any party. The parties intend that the arbitrator will have the power to conduct an arbitration procedure to the greatest extent provided by law, including the determination of the scope of arbitration. The arbitration will be conducted in Los Angeles, California. Each party shall bear the portion of any deposit, advance, or other expense as determined by the arbitrator. The arbitrator shall reach a decision in compliance with the applicable law and shall render a written decision setting forth the factual and legal bases of the award. The arbitrator may award any type of relief, including monetary damages and equitable relief (including any provisional relief). The arbitrator will award to the prevailing party all costs, fees, and expenses related to the arbitration. Judgment upon the award may be entered in any court of competent jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16.9. Notices. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in

English and shall be provided by one or more of the following means and shall be deemed to have been duly given: (a) if delivered personally, when received, (b) transmitted by email to the email address(es) designated by one party to the other , (c) if by overnight delivery service, on the third (3rd) business day following the date of deposit with such delivery service, or such earlier delivery date as may be confirmed to the sender by such delivery service, (d) if mailed within the United States, on the third (3rd) business day following the date of deposit in the United States mailed, and (e) if mailed outside of (or to an address outside of) the United States, on the fifth (5th) business day following the date of deposit in the mail. All such notices, requests, demands and other communications shall be sent to the following addresses (or to such other addresses or email addresses which any party shall designate in writing to the other parties in accordance with this Section 16.9):

If to Company:

Extensiv
Attention: Head of Customer Success
2100 E Grand Avenue
Suite 100
El Segundo, CA 90245
Email: customersuccess@extensiv.com

If to Customer:

All notices to Customer will be addressed to the relevant contact designated by Customer in an applicable Order Form. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.

16.10. Independent Contractors. Company and its personnel, agents, suppliers and licensors, in performing this Agreement, are acting as independent contractors and not as employees or agents of Customer. Under no circumstance will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16.11. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Service Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes the terms of any previous online version(s) of this Agreement accepted by Customer. No amendment of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or amendment hereto or any Service Order Form, the terms of such exhibit, amendment or Service Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Service Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

16.12. Counterparts. This Agreement may be executed and delivered in several counterparts and transmitted by electronic means (including DocuSign), a copy which shall constitute an original and all of which taken together shall constitute a single agreement.

(CUSTOMER NAME)	**EXTENSIV**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____