

LAST MODIFIED DATE: January 1, 2025

THE FOLLOWING SMA OFFERINGS TERMS AND CONDITIONS (“**TERMS**”) ALONG WITH ANY POLICY, NOTICE, AGREEMENT, OR OTHER DOCUMENT IDENTIFIED OR INCORPORATED HEREIN (“**POLICIES**” TOGETHER WITH TERMS, THE “**AGREEMENT**”) IS A LEGALLY BINDING CONTRACT BETWEEN UNISOFT INTERNATIONAL, INC. (“**SMA TECHNOLOGIES**”, “**WE**”, “**US**”, OR “**OUR**”) AND THE PERSON OR ENTITY (“**CUSTOMER**”, “**YOU**”, OR “**YOUR**”) IDENTIFIED IN ONE OR MORE WRITTEN, SIGNED ORDER FORMS OR STATEMENTS OF WORK. THIS AGREEMENT APPLIES TO AND GOVERNS YOUR AND YOUR USERS’ (AS DEFINED BELOW) ACCESS TO AND USE OF THE SMA OFFERINGS (AS DEFINED BELOW).

YOU, AND THE ENTITY OR COMPANY THAT YOU REPRESENT, HAVE THE AUTHORITY TO BIND AND ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY, AND BECOME A PARTY TO, THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AS PRESENTED, YOU MUST NOT ACCEPT THIS AGREEMENT OR ACCESS OR USE THE SMA OFFERINGS. YOUR USE OF THE SMA OFFERINGS SHALL BE DEEMED ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE AGREEMENT.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** For purposes of these Terms, the following capitalized words or phrases will have the specified meaning:

1.1. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Subscription Service.

1.2. “**Affiliate**” or “**Affiliates**” means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, by a party. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a person, whether through ownership of more than fifty percent (50%) of the voting interests of a person or by written agreement.

1.3. “**Confidential Information**” means information that a party (as the “**Disclosing Party**”) provides or makes available about its business affairs, products, pricing, confidential intellectual property, encryption keys, API keys, trade secrets, third-party confidential information, and other sensitive or proprietary information in written or electronic form or media, whether or not marked, designated or otherwise identified as “confidential” to the other party (as the “**Receiving Party**”) in connection with the Agreement. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain, (b) known to the Receiving Party at the time of disclosure, (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party, or (d) independently developed by the Receiving Party.

1.4. “**Customer Content**” means any information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of You to or through or using the SMA Offerings or to Us as part of the Professional Services. Customer Content does not include Usage Data or information, data, text, software, sound, music, video, photographs, graphics, images, and tags we incorporate into the SMA Offerings or Professional Services.

1.5. “**Customer Systems**” means You or Your Affiliates, or your or your Affiliates’ Users’ information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer, an Affiliate, or User, or through the use of third party services (excluding our information technology systems).

1.6. “**Data Protection Addendum**” or “**DPA**” means our then-current Data Processing Agreement for the Cloud Service (current version available [here](#)).

1.7. “**Documentation**” means any technical or non-technical manuals, instructions, or other documents or materials made available by Us to You describing the functionality, components, features, or requirements of the SMA Offerings (current version available [here](#)).

1.8. “**Deliverable**” means a work product that is defined in an SOW and is to be delivered by SMA to You as part of the SMA Offerings being performed under this Agreement.

1.9. “**Feedback**” means feedback, suggestions, or contributions provided to Us by You or your Users regarding the Subscription Service, Documentation, or SMA Offerings.

1.10. “**Fees**” means the (i) recurring base annual and other fees invoiced to You by Us for access to and use of the SMA Offerings (“**Subscription Fees**”); (ii) fee and other costs invoiced to You by Us for the Legacy Software (“**License Fees**”); (iii) hourly or fixed fees and costs invoiced by Us to You for provision of the Professional Services (“**Professional Fees**”); (iv) fees invoiced to You by Us based on Task usage as further described in Section 3.5 (“**Usage Fees**”); and (v) any other charges, costs, or other amounts set forth in an Order Form or SOW.

1.11. “**IP Rights**” means, collectively, all (a) United States or foreign patents, patent disclosures, patent applications, and divisions, continuations, extensions or continuations-in-part thereof, and all discoveries which may be patentable; (b) trademarks, service marks, trade dress, trade names and corporate names and registrations and applications for registration thereof (collectively, “**Trademark Properties**”); (c) copyrights (registered or unregistered), registrations and applications for registration thereof, including all renewals, derivative works, enhancements, modifications, updates, new releases or other revisions thereof, and all works of authorship; (d) computer software (including source code and object code), data, databases, code segments, algorithms, objects, routines, templates and documentation; (e) trade secrets and other Confidential Information, including, but not limited to, ideas, processes, formulas, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, production techniques, research and development information, specifications, designs, proposals, technical data, financial and marketing plans, schematics, and customer and supplier lists and information, (f) the internet domain names used by SMA Technologies or its Affiliates, and (g) the goodwill symbolized by all of the foregoing and connected therewith throughout the world.

1.12. “**Legacy Software**” means products or services that were owned, developed, licensed, or sold by SMA Technologies (i) for use by a customer in an on-premise, non-subscription basis, or (ii) that are not, as of the date hereof, licensed, sold, or otherwise distributed by SMA Technologies, but are either (1) in use by certain customers of SMA Technologies pursuant to which SMA Technologies has outstanding service obligations (e.g., technical support and maintenance obligations, implementation, development or other professional service obligations) or (2) held as part of SMA Technologies’ product inventory.

1.13. “**Order Form**” means one or more mutually agreed upon purchase schedules, purchase orders, or Order Forms (whether online or electronic) that set forth the specific SMA Offerings or Legacy Software to be purchased by You and provided by Us under this Agreement. An Order Form is considered “mutually agreed upon” either (a) when executed by both parties in writing or (b) when You affirm your electronic acceptance to an Order Form that we have presented to You via electronic means. The parties acknowledge and agree that each Order Form will be governed by and incorporated by reference into the terms of this Agreement.

1.14. “**Personal Data**” means any information contained in the Customer Content relating to an identified or identifiable individual and is protected under applicable Data Protection Law (as such term is defined in our DPA).

1.15. **“Preview”** means the SMA Offerings, or other products or features made available by Us to You on an unpaid trial or free basis.

1.16. **“Professional Services”** means the professional services provided to You by us, which may include implementation services, training services, workflow automation best practices, integration, or other similar services specified in a statement of work or another written document (each an **“SOW”**). Such Professional Services are subject to this Agreement as expressly modified by any applicable SOW.

1.17. **“Security Measures”** means, as to the Cloud Service, the information security policies and programs we have implemented and will maintain throughout the Subscription Term, based on and consistent with industry guidelines and all applicable statutes, rules, or regulations, which include commercially reasonable administrative, physical and technical safeguards designed to (a) protect the privacy, confidentiality, integrity, and availability of the Customer Content against any reasonably foreseeable threats or hazards; and (b) reasonably protect against accidental, unlawful, or unauthorized access, disclosure, or use of such Customer Content. Our current Security Measures are described more fully in our DPA.

1.18. **“SMA Offerings”** means Legacy Software, Subscription Service, the Wripple Product, Encapture, and Professional Services.

1.19. **“Subscription Service”** means (a) our web-based workflow automation applications, tools, and offerings that are developed, operated, and maintained by or on behalf of Us and accessible by You and your Users via the Internet (the **“Cloud Service”**); (b) our on-premise workflow automation applications, tools, and offerings that are developed by or on behalf of Us and installed on the Customer Systems (the **“Premises Service”**); and (c) as to both (a) or (b) offered to You on a subscription basis. Unless stated otherwise in an Order Form, the Subscription Service includes any updates thereto made commercially available by Us to similar customers at no charge.

1.20. **“Taxes”** means taxes, levies, duties, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of SMA Technologies.

1.21. **“Third Party Integrations”** means products, services, websites, links, content, material, integrations, bots, and applications from independent third parties (companies or people who are not SMA Technologies), that host, interoperate, integrate, or otherwise work with or are used in connection with the SMA Offerings or Legacy Software. A current listing of Third Party Integrations is available [here](#).

1.22. **“Usage Data”** means data and information obtained through, arising out of, processed by, or related to your or your Users’ use of the SMA Offerings, used by Us in an aggregated or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Subscription Service or other SMA Offerings as the case may be.

1.23. **“User”** or **“Users”** means Customer and your Affiliates, and any individual (such as employees or consultants) that You or an Affiliate authorizes or allows to access or use the SMA Offerings.

2. ACCESS, USE, OR PROVISION OF SMA OFFERINGS; CUSTOMER RESPONSIBILITIES.

2.1. **Access and Use.** We agree, during the Term, that we (or our Affiliates in conjunction with our service providers) provide You a limited, non-exclusive, non-sublicensable, non-transferable, and term-based right for You and your Users to access and use the SMA Offerings; *provided, that:* (i) you, subject to Section 3 herein, timely submit payment to Us for any Fees; (ii) You and your Users access to and use of the SMA Offerings is (1) solely for your internal business purposes; (2) in accordance with applicable law; and (3) in compliance with this Agreement and the then-current Documentation; and (iii) You make your Users aware of the terms and conditions applicable to – and You remain responsible for – their access

to and use of the SMA Offerings.

2.2. Provision of SMA Offerings.

2.2.1. **Availability.** The Cloud Service or other services offered through the Cloud Service (e.g., Third Party Integrations) may be unavailable from time to time, or the availability of the above may be for a limited time or vary depending on your region or device. While we strive to keep the Cloud Service up and running, all online services (regardless of provider) suffer occasional disruptions which may result in the inability to retrieve Customer Content or access the Cloud Service. Except as provided herein, we are not liable for any such disruptions or loss You may suffer because of such disruptions, and we recommend that You regularly back up your Customer Content.

2.2.2. **Changes.** There may be times when we need to modify the SMA Offerings, including, but not limited to, adding, removing, or changing certain features or functions (each a “**Change**”) to improve the quality, performance, marketability, or effectiveness of the SMA Offerings. Prior to making a Change, we will make reasonable efforts to provide advance notice to You by posting a notice on our website or in the user interface of the SMA Offerings.

2.2.3. **Technical Support.** Certain versions of the Subscription Service include technical support services (“**Technical Support**”). For information concerning the availability of Technical Support – and which Subscription Services are covered – please visit [here](#).

2.2.4. **Security Measures.** We maintain a global privacy and security program designed to protect Customer Content and any associated Personal Data we may process on your behalf. You can review our DPA and other information security and privacy disclosures [here](#).

2.2.5. **Open Source.** The SMA Offerings provided may contain components or items that were developed using open source code (“**Open Source Software**”). Open Source Software can be made available to You under one or more open-source license agreements that contain important information concerning ownership, terms of use, rights, and restrictions.

2.3. **Third Party Integrations.** The SMA Offerings and Legacy Software may allow You to access, integrate, acquire, or interact with Third Party Integrations, including integrations that may allow You to store or transmit Customer Content. We do not license any intellectual property to You as part of Third Party Integrations and we are not responsible or liable to You or others for information or services provided by any third party unless otherwise expressly stated in an Order Form. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking the SMA Offerings to Third Party Integrations; further, any such third-party terms do not modify this Agreement.

2.4. **Implementation Services.** When applicable, SMA will provide Customer with the Implementation Services set forth on the Statement of Work (“SOW”) attached to the executed Order Form and incorporated herein for all purposes, and any later agreed to Statement(s) of Work, each of which if any shall be deemed incorporated into this Agreement for all purposes. To the extent any of the terms and conditions in the SOW conflict with SMA’s Terms and Conditions, the provisions of the SOW will govern with respect to that SOW but only if the SOW contains an express reference to the provision in the Terms and Conditions to be superseded; otherwise to the extent there are any conflicts, the provisions of these Terms and Conditions will govern.

2.5. **Professional Services.** We shall control the manner in which the Professional Services are performed and may use subcontractors in the performance of the Professional Services (and the Subscription Services). We reserve the right to make all staffing decisions at our sole and reasonable discretion. We warrant that we shall perform the Professional Services in a professional and work person-like manner, and we expressly disclaim all other warranties as set forth under Section 6.1. You shall make available at no charge all technical data, computer facilities, programs, files, documentation, test data,

SMA OFFERINGS TERMS AND CONDITIONS

sample output, office space, equipment, and other assistance as reasonably requested by Us in the performance of Professional Services. We retain sole and exclusive ownership of all materials created in connection with our performance of the Professional Services, including but not limited to: methodologies;

know-how; source and object code; specifications; configurations; designs, architecture; processes; techniques; concepts; discoveries; inventions made or developed; and all derivative works of the foregoing. To the extent, and for any reason the foregoing statement of ownership is not effective, we shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use all of the above, including by the incorporation of any of the above into the Services. Unless otherwise set forth in the SOW, You are hereby granted a license to use the above solely in connection with, and under the same provisions as, your use of the SMA Offerings.

2.6. Customer Responsibilities.

2.6.1. Use Restrictions. You shall not, and shall not permit any other person to access or use the SMA Offerings or Documentation except as expressly permitted by this Agreement and, in the case of Third Party Integrations, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, You shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the SMA Offerings; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any SMA Offerings to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) directly or indirectly reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SMA Offerings, in whole or in part; (d) bypass or breach any security device or protection used by the SMA Offerings or access or use the Subscription Service other than by a User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the SMA Offerings or any information technology systems operated or controlled by Us or our service providers, any information or materials that are unlawful or injurious, or contain, transmit, or activate any viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, scripts, agents, files or any other similar software that may damage the operation of the SMA Offerings or the information technology systems operated or controlled by Us or our service providers; (f) damage, destroy, disrupt, disable, modify, translate, impair, interfere with, create derivative works based on the SMA Offerings (except to the extent expressly permitted by Us or authorized within the SMA Offerings), or otherwise impede or harm in any manner the SMA Offerings or the information technology systems operated or controlled by Us or our service providers, or our provision of SMA Offerings to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, Documentation, or disclaimers, or any IP Rights notices from any SMA Offerings, including any copy thereof; (h) access or use the SMA Offerings in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Rights or other rights of any third party, or that violates any applicable law; (i) access or use the SMA Offerings for purposes of competitive analysis of the SMA Offerings, the development, provision, or use of a competing software service or product or any other purpose that is potentially to our detriment or commercial disadvantage; or (j) access or use the SMA Offerings for timesharing or service bureau purposes or otherwise for the benefit of a third party or in a way intended to avoid Fees or exceeding usage limits or using any other means to avoid any other use limitations placed on the SMA Offerings.

2.6.2. Customer represents, covenants, and warrants that Customer will use the SMA Offerings only in compliance with the standard published Documentation then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless SMA against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the SMA Offerings. Although SMA has no obligation to monitor Customer's use of the SMA Offerings, SMA may do so and may prohibit any use of the SMA Offerings it believes may be (or alleged to be) in violation of the foregoing.

2.6.3. Customer Control and Responsibility. You have and will retain sole responsibility for: (a) all Customer Content, including its use; (b) all information, instructions, and materials provided by or on behalf of You or any User in connection with the SMA Offerings; (c) the Customer Systems; (d) obtaining

and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”) (e) the security and use of the Equipment and your and your Users' Access Credentials; and (e) all access to and use of the SMA Offerings directly or indirectly by or through the Customer Systems or its or its Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

2.6.4. Access and Security. You shall employ all physical, administrative, and technical controls, screening, and security procedures, and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the SMA Offerings; and (b) control the content and use of Customer Content, including the uploading or other provision of Customer Content for processing by the SMA Offerings.

2.6.5. Violation Notice. If You become aware of any violation of this Agreement, You will promptly contact Us at legal@smatechnologies.com. We may, but are not required to, investigate and respond to any reports in a manner we consider appropriate given the nature of the violation and our applicable legal obligations. Amongst others, we may remove, disable access to, or modify any Customer Content or other data that violates this Agreement, or report any activity that potentially violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties, which may include disclosing appropriate Customer Content where necessary or as required by law.

3. ORDER FORMS; PAYMENT; DISPUTES; TAXES.

3.1. Order Forms. Each Order Form shall: (i) be treated as a separate and independent Order Form; and (ii) become effective on the date we receive payment from You of the applicable Fees as stated in each applicable Order Form (the “**Effective Date**”).

3.2. Payment. You will pay all applicable, undisputed Fees within the period provided in an applicable Order Form, and if no period is provided, then no later than thirty (30) days from the invoice date, in the amount set forth in the applicable Order Form or SOW, in the currency reflected in each Order Form or SOW, and if no currency is reflected, in United States currency. We may charge You interest on any undisputed, overdue amounts at the lower of (i) the highest permissible rate; or (ii) 18% per annum, charged at 1.5% per month from thirty (30) days past the due date until the date of payment, plus all expenses associated with collection. You acknowledge that any delay in payment may result in termination or interruption of our provision of the SMA Offerings. If Customer chooses to provide payment via a method that requires SMA to pay a fee for receiving such payment (e.g., through a vendor portal or by credit card), Customer will be responsible for such fee.

3.3. Payment Disputes. You may withhold from payment any Fees disputed by You in good faith solely if you: (i) timely pay all Fees not subject to dispute; (ii) notify Us in writing of the dispute prior to the due date, specifying in such notice (1) the amount in dispute, and (2) the reason for the dispute; (iii) work with Us in good faith to resolve the dispute promptly; and (iv) promptly pay any amount determined to be due by resolution of the dispute; *provided, however*, if any dispute lasts longer than thirty (30) days, we may terminate our provision of the SMA Offerings and/or charge interest and fees on the amounts in dispute as set forth in Section 3.2. For clarity, nothing in this Section 3.3 precludes Us from the exercise of any of our available rights at law or equity (including, without limitation, termination for material breach).

3.4. Taxes. Payment of all sales tax, use tax, VAT, foreign, state, or federal taxes, and any other taxes in any form, offsets, withholding, or currency control associated with an Order Form or SOW will reside solely with, and be the financial responsibility of, you, excluding taxes based on our income which will be paid by us. Domestic sales and use taxes will be included on invoices where applicable unless You provide Us with reasonable evidence of your exemption from such taxes.

4. TERM AND TERMINATION.

4.1. **Term.** The applicable Order Form or SOW will set forth the beginning and end dates for the provision of the applicable SMA Offerings, and, if applicable, any available automatic renewal term (the “**Term**”). This Agreement continues until all applicable Order Form(s) or SOW(s) expire or are earlier terminated (as provided herein).

4.2. **Termination for Non-Renewal.** Excluding any non-recurring Professional Services, You may submit a notice of non-renewal of recurring SMA Offerings within the period provided in an applicable Order Form, and if no period is provided, then no less than 60 days prior to the expiration of the then-current Term. Such notice should be submitted as per Section 8.11 herein.

4.3. **Termination for Cause.** Either party may terminate one or more Order Form(s) or SOW(s) (i) if the other party breaches its material obligations and fails to cure such material breach within thirty (30) days of receipt of written notice (or without notice in the case of nonpayment), or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

4.4. **Effect of Expiration or Termination.** On expiration or early termination of an Order Form or SOW, (i) You will immediately discontinue all use of the SMA Offerings subject to the expired or terminated Order Form or SOW, and (ii) all earned and unpaid Fees as to such Order Forms or SOWs become immediately due. At the expiration or early termination of the last outstanding Order Form or SOW, (a) You will immediately discontinue all use of the remaining SMA Offerings; (b) all remaining earned and unpaid Fees become immediately due; and (c) each party will return or, if requested, destroy any Confidential Information belonging to the other party in its possession, and if required by applicable Data Protection Law and pursuant to our DPA, we will

(1) provide You with all Customer Content then in our possession or control in a commonly accessible data format, or (2) delete all Customer Content in our possession or otherwise in our control.

4.5. **Survival.** The provisions of this Section 4.5 (Survival) along with Section 1 (Definitions); Section 2.6.1 (Use Restrictions); Section 3.2 (Payment); Section 3.3 (Payment Disputes); Section 3.4 (Taxes); Section 4.4 (Effect of Expiration or Termination); Section 6 (Proprietary Rights; Confidentiality); Section 6.1.3 (Customer Content); Section 7.1 (Disclaimer of Warranties); Section 7.2 (Limitation of Liability); Section 8 (Indemnification); and Section 9 (Other Terms) will survive the expiration or termination of this Agreement.

4.6. **Suspension.** We may reserve the right to suspend or otherwise deny your or your User's, or any other person's, access to or use of all or any part of the SMA Offerings, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) we believe, in good faith and in our reasonable discretion, that You or any User has (i) failed to comply with any material term of this Agreement including any late payments or violation of Sections 5 and 8, (ii) accessed or used the SMA Offerings beyond the scope of the rights granted or for a purpose not authorized under this Agreement, (iii) are otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Wripple Product or other SMA Offerings, (iv) in any manner that does not comply with any material instruction or requirement contained in the written documentation available to Customer, or (v) this Agreement expires or is terminated. Any suspension under this section shall not excuse Customer from its obligations to make payments under this Agreement. Furthermore, Section 4.6 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

5. TRIAL WORKSPACE.

5.1. **Trial Workspace Terms of Use.** During a promotional limited time, and limited use and access

period to the SMA Offerings (hereinafter “Trial Workspace”). You may set up or a Customer may invite You as an Authorized User to a Trial Workspace designed to allow evaluation of our SMA Offerings and to make sure our respective SMA Offerings are right for the Customer. Any Trial Workspace (and the features available during this period) can change at any time without notice. The Trial Workspace may also be referred to as a “Beta Program”, “Service Early Access”, “Early Adopter Program”, or similar. We have the right to terminate your account if You are found to be misusing the SMA Offerings during a Trial Workspace.

6. PROPRIETARY RIGHTS; CONFIDENTIALITY.

6.1. Proprietary Rights.

6.1.1. **SMA Offerings.** We and our licensors retain ownership, title, and interest of the SMA Offerings and their associated design, all derivatives, features, software, documentation, processes, algorithms, user interfaces, improvements, enhancements, and/or modifications, and updates thereto, and all intellectual property Rights embodied therein. You may not remove or modify any proprietary marking or restrictive legends from the SMA Offerings. We reserve all rights not expressly granted in this Agreement.

6.1.2. **Feedback.** If You or your Users give to Us any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“**Feedback**”), You give to Us, without charge, royalties, or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Us to license our software, technologies, or documentation to any third party because we include your Feedback in them.

6.1.3. **Customer Content.** As between You and us, You are and will remain the sole and exclusive owner of all rights, titles, and interests in and to all Customer Content, including all IP Rights relating thereto, subject to the rights and permissions granted herein.

6.1.4. **License Grant.** You grant Us a worldwide and royalty-free intellectual property license to use Customer Content to generate Usage Data. To the extent such Customer Content is collected and used in creating Usage Data, we will only use such Customer Content in an aggregated or anonymized manner so as not to identify You or any User. Notwithstanding anything to the contrary, SMA shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the SMA Offerings and related systems and technologies (including, without limitation, information concerning Customer Content and data derived therefrom), and SMA will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the SMA Offerings and for other development, diagnostic and corrective purposes in connection with the SMA Offerings, current and future, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No other rights or licenses are granted except as expressly set forth herein.

6.2. Ownership of Deliverables.

6.2.1. **Pre-existing Materials.** SMA Offerings and the intellectual property contained therein or related thereto are not assigned to Customer but are instead hereby licensed by SMA to Customer on a, worldwide, nontransferable basis to the extent necessary for Customer to use any Deliverable or documentation. Anything in these Terms to the contrary notwithstanding, Customer acknowledges that, in the course of using the SMA Offerings, SMA may use routines and related programming language, instructions, methods, and techniques that have been previously developed by SMA (collectively, the “Pre-existing Materials”). Customer agrees that such Pre-existing Materials are not part of the Work Product and shall remain the sole and exclusive property of SMA.

6.3. **Confidential Information.** In connection with this Agreement, each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to this Section, “**Confidential Information**” means information in any form or medium

(whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing: the financial terms of this Agreement, any Order Form, and any SOW are the Confidential Information of SMA. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.3.1. Safeguarding of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party will for three (3) years following the expiration or termination of this Agreement: (a) except as may be permitted by and subject to its compliance with this Section, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; and (b) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

6.3.2. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

7.1. DISCLAIMER OF WARRANTIES. SMA shall use reasonable efforts consistent with prevailing industry standards to maintain the SMA Offerings in a manner that minimizes errors and interruptions in the services provided thereby and shall perform the Professional Services in a professional and workmanlike manner. The SMA Offerings may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by SMA or by third-party providers, or because of other causes beyond SMA's reasonable control, but SMA shall use reasonable efforts to provide advance notice in writing or by

e-mail of any scheduled service disruption. However, SMA does not warrant that the SMA Offerings will be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from the use of the SMA Offerings. EXCEPT AS OTHERWISE PROVIDED HEREIN, WE, AND OUR AFFILIATES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SMA OFFERINGS. YOU UNDERSTAND THAT THE USE OF SMA OFFERINGS IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SAME ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." WE DO NOT GUARANTEE THE ACCURACY OR TIMELINESS OF THE SMA OFFERINGS, AND, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND/OR THIRD-PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SMA OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

- 7.2. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, SMA AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SMA'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SMA FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A PARTY WILL NOT BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF INCOME OR PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, THE LIMIT ON LIABILITY STATED HEREIN WILL NOT INCLUDE AMOUNTS PAYABLE TO A PREVAILING PARTY FOR ATTORNEYS' FEES AND COSTS. These limitations and exclusions apply even if this remedy does not fully compensate You for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims arising from or related to this Agreement.

- 7.3. **Injunctive Relief.** Any breach or threatened breach of Customer's obligations set forth in this Agreement may result in a substantial likelihood of irreparable harm and injury to SMA for which monetary damages alone would not be an adequate remedy, and which damages are difficult to accurately measure. Accordingly, Customer agrees that, in addition to any other remedies available, SMA shall have the right to obtain, without the necessity of posting any bond, immediate injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to SMA's right to exercise any other rights and remedies it may have. Any remedy of SMA set forth in this Agreement is in addition to any other remedy afforded to SMA, by law or otherwise.

8. INDEMNIFICATION.

8.1. **Procedure.** The party seeking indemnification hereunder (as the “**Indemnified Party**”): (a) will promptly provide written notice to the party from whom indemnification is sought (as the “**Indemnifying Party**”) of any third party claim, demand, lawsuit, notice of violation, or proceeding (collectively, “**Claim(s)**”); *provided, however*, that the failure to give prompt written notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) will reasonably cooperate with the Indemnifying Party in connection with the defense of a Claim, at the Indemnifying Party’s expense, and (c) may, at its own expense, participate in the defense of a Claim. An Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim; *provided, however*, neither the Indemnifying Party nor an Indemnified Party may settle any Claim under this Agreement where such settlement includes: (x) an admission of liability or fault on behalf of the other party or (y) the creation of an obligation or imposition or forbearance of an act (including injunctive or other equitable relief) on the other party, without the other party’s prior written consent.

8.2. **SMA Indemnification.** We will defend You and your officers, directors, employees, successors, and permitted assigns (each, a “**Customer Indemnitee**”) against a Claim (other than a Claim brought by an Affiliate of a Customer Indemnitee) (a “**Customer Indemnity Claim**”) arising out of or relating to an allegation that your or their use of the SMA Offerings in accordance with this Agreement infringes or misappropriates a third party's United States IP Right and we will indemnify You from and against any liability, damages, judgments, settlements, interest, fines, penalties, fines, or awards (including reasonable attorneys’ fees) (collectively, “**Losses**”) resulting from such Claim. If the SMA Offerings are enjoined in any manner due to such infringement or if we believe an injunction materially affecting your use of the SMA Offerings is likely, we may in our discretion and at no cost to you: (a) procure for You the right to continue to use the SMA Offerings as contemplated under this Agreement, (b) modify or replace the allegedly infringing features or components to the SMA Offerings with a non-infringing equivalent, or (c) if we determine that neither (a) nor (b) are practicable, we may terminate this Agreement or the Order Form pertaining to allegedly infringing SMA Offerings and refund any Fees paid in respect of such terminated SMA Offerings for the remainder of the relevant Term starting with the termination date designated by us. The above indemnification obligation does not apply if you: (x) use the SMA Offerings in combination with data, software, applications, hardware, equipment, products, services, or other technology where the SMA Offerings would not by itself, and without modification, be infringing; (y) fail to use the SMA Offerings in accordance with the then-applicable Documentation; (z) continue the allegedly infringing activity after being notified or informed of modification that would have avoided the alleged infringement, or (aa) use the SMA Offerings in a manner not strictly in accordance with this Agreement.

8.3. **Customer Indemnification.** You will defend SMA and our officers, directors, employees, successors, and permitted assigns (each, a “**SMA Indemnitee**”) against a Claim (other than a Claim brought by an Affiliate of SMA) (a “**SMA Indemnification Claim**”) and You will indemnify such SMA Indemnitee from and against any Losses arising out of or relating to: (a) violations of your or your Users’ obligations under Section 2; and (b) allegations that the Customer Content (i) infringes a third party’s IP Right or (ii) when used with the SMA Offerings or as contemplated under this Agreement violates applicable law. Your defense of SMA shall be subject to SMA oversight, including the employment of counsel (which shall be counsel approved by SMA). All costs, fees, and the like related to the dispute will be borne exclusively by you.

8.4. SECTION 7 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY LOSSES COVERED UNDER SECTION 7.

9. OTHER TERMS.

9.1. **Governing Law and Forum.** This Agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of these Terms. The UN Convention on Contracts for the International Sale of Goods

does not apply. Unless otherwise required by prevailing property laws, any dispute relating to this Agreement will be settled exclusively by arbitration in Houston, Texas, in accordance with the rules of the American Arbitration Association then prevailing. In the event that any legal action, which by law cannot be compelled by arbitration - must be stayed. Furthermore, in any action at law or in equity to enforce or interpret the provisions of this Agreement or otherwise arising out of this Agreement, any Order Form, or any SOW, the prevailing party will be entitled to recover expenses, including reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.3. Interpretation. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

9.4. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

9.5. Entire Agreement. These Terms and associated Order Form(s) constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The provisions of this Agreement will control over any conflicting provisions in an Order Form unless the Order Form indicates the clear intent of the parties that such conflicting provision prevails over a term or condition of this Agreement for that particular Order Form. Further, any purchase order, work order, or similar document provided by or on your behalf is expressly rejected by Us and any terms and conditions included therein are not part of this Agreement.

9.6. Assignment. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided, that*, a party, with Notice to the other party, may assign their rights or delegate their obligations to any successor of such party. For purposes of this Section, "successor" means any person, firm, corporation, or other legal or business entity which, at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires a portion of, all, or substantially all, of the assets, products, portfolio of customers, or business of the assigning or delegating party. No assignment, delegation, or transfer will relieve a party of any of its obligations or performance under this Agreement. Any assignment, delegation, or transfer in violation of Section 8.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

9.7. Amendment. Unless You have a separately negotiated and signed agreement stating otherwise, SMA may change these Terms from time to time at its sole discretion. In the event that SMA makes any material changes to these Terms, SMA will notify You by posting the revised terms here: <https://smatechnologies.com/terms-conditions>. Any changes to these Terms will be effective upon either (i) the date of posting of notice of the changes on the SMA website and/or (ii) the date specified by SMA in the notification. These changes will be effective immediately for new users of a Service. Notwithstanding the above, SMA may require Customer to provide consent to the updated Terms before Client's further use of the SMA Offerings is permitted. Otherwise, Customer's continued use of any SMA Offerings constitutes acceptance of the changes to the Terms. It is Customer's obligation to check the Company website to view the current Terms. However, if we can no longer reasonably provide the SMA Offerings to You under the

terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected SMA Offerings will terminate upon our notice to you, and we will promptly refund any prepaid but unused fees covering the use of the SMA Offerings after termination.

9.8. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.9. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect or invalidate any other term or provision of this Agreement or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.10. **Export Control Laws.** Customer will not import, export, re-export, or transfer, directly or indirectly, any part of the SMA Offerings or any underlying information or technology, or anything related thereto, or any direct product thereof, in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

9.11. **Notices.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to SMA Offerings pricing, changes, and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, addressed and sent to the address in the Order Form, or (iv) electronic mail to the contact listed in the Order Form.

9.12. **Public Announcements.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, Service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided; however, we may include your name and logo in our promotional and marketing materials where we list our current or former customers.

9.13. **Force Majeure.** In no event will either party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing our obligations under this Agreement, if and to the extent such failure or delay is caused by any of the following events (each a "**Force Majeure Event**"): flood, fire, earthquake, explosion, pandemic, war, terrorism, cyber terrorism or other comparable criminal or willful acts (including third-party hackers or other third party malicious acts), invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns, our supplier's failure to supply necessary goods or services to us, passage of applicable law, any action taken by a government authority or other public authority (such as imposing an embargo), or international, national, or regional shortage of adequate power, telecommunications capacity, or transportation. In allocating the risk of delay or failure of performance of a party's respective obligations under this Agreement, the parties have not considered the possible occurrence of any of the events listed herein or any similar or dissimilar events beyond their control, irrespective of whether such listed, similar, or dissimilar events were foreseeable as of the date of this

Agreement.

9.14. **Actions Permitted.** Except for actions for nonpayment of Fees or breach of a party's proprietary rights, no action, regardless of form, arising directly or indirectly out of this Agreement may be brought by either party more than one (1) year after the cause of action accrued.

9.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

OP-CON PRODUCT ADDITIONAL TERMS AND CONDITIONS

The following Terms and Conditions are applicable to all Customers that utilize the Op-Con Product and Service. This Agreement includes and incorporates the below terms as well as any executed Order Form regarding the subject matter herein. Unless otherwise defined below, capitalized terms shall have the meanings ascribed to them in Section 1 of the General Terms and Conditions, above.

1. TASKS; BILLING; MEASURING TASK USE.

1.1. **Tasks.** Your Users may request that the Subscription Service and Legacy Software perform certain tasks, which are comprised of a unique set of instructions executed by the Subscription Service and Legacy Software (each a "Task"). For clarification purposes, a Task that runs (i) one time on one machine or (ii) multiple times on the same machine using the same parameters, counts as a single Task; however, (iii) a Task that runs on multiple machines or using multiple parameters counts as multiple Tasks.

1.1.1. **Task Billing.** You will be billed for each Task (whether successful or not) initiated by your Users; however, You have the option to be prebilled for a set number of Tasks for use over a rolling twelve-month period during the Term. If You exceed or based on your usage it appears that You will exceed the number of daily Tasks purchased in an Order, then You may purchase additional Tasks for the remainder of the then-current Term at the effective rate per Task specified in an applicable Order Form by signing a new Order Form for the additional Tasks.

1.1.2. **Task Measurement.** You will enable certain functionality that tracks and accounts for the number of Tasks performed using the Subscription Service or Legacy Software for the purpose of accurately calculating any Task-based Fees. If You are unable to enable the use of this functionality, You will be required to provide any reports and queries requested by Us for this purpose. We may also conduct periodic audits of your Task usage during the Term.

Fee Changes. We may increase Fees no more than once annually for any contract year after the first contract year of the Term, including any contract year of any renewal term, by providing You with written notice within the period provided in an applicable Order Form, and if no period is provided, then at least sixty (60) calendar days prior to the commencement of that contract year or renewal term, and any affected Order Form will be deemed amended accordingly. Fees for new or additional SMA Offerings beyond a current Order Form will be billed at our then-current Fees for such SMA Offerings and may be increased upon future renewals in accordance with this section.

WRIPPLE PRODUCT

ADDITIONAL TERMS AND CONDITIONS

The following Terms and Conditions are applicable to all Customers that utilize the Wripple Product and Service. This Agreement includes and incorporates the below terms as well as any executed Order Form regarding the subject matter herein. Unless otherwise defined below, capitalized terms shall have the meanings ascribed to them in Section 1 of the General Terms and Conditions, above.

1. DEFINITIONS.

- 1.1. The **“Wripple Product”** is a data integration and automation tool that enables connectivity across Customer’s organizations. It includes but is not limited to its related interfaces, and software development, that provide Customer with services designed to connect applications and automate workflows.
 - 1.2. **“Steps”** means the assets, integrations, automation, and other components that can be designed, configured, created, and used within the Wripple Product to create a Workflow. Each step in a published Workflow that has successfully run is counted towards the Customer’s Step usage. Workflows can be developed by SMA, the Customer, third-party providers (provided they consent to and comply with these Terms and Conditions), or other Users. If a Workflow fails, any and all Steps within that Workflow will not be counted towards the Customer’s Step usage.
 - 1.3. **“Looping”** is a functionality that allows Steps to duplicate. If a Step is Looped, that Step will count, and all the Steps within the Loop, as many times as that Loop is executed, will count toward the Customer’s Step usage. (i.e. Step 1 is looped to trigger 10 additional steps to run 5 times. This will total 51 Steps).
 - 1.4. **“Condition”** a Workflow (as defined below) can be set to have Steps which can run on a condition of one occurrence or another. In this instance, only the Steps in the executed path within that condition will be counted.
 - 1.5. **“Workflow”** is made up of automated or customized Steps and integrated connections. Workflows begin in a draft stage for editing and testing, and once finalized, a Workflow is published. Only published Workflows will count against the Customer’s purchased allotment. In the event a Workflow is unpublished, those Steps are not refunded and will be considered used. The Customer will have complete control to publish and unpublish a Workflow.
2. **ACCESS AND USE.** We grant to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited license (for internal use only) to use the Wripple Product in accordance with this Agreement and the applicable Order Form. We do not grant to Customer any license, express or implied, to the intellectual property of Wripple or its licensors.

In connection with the foregoing license, the Customer may allow its authorized users (limited to Customer’s Affiliates, and its affiliates’ employees, agents, and consultants that are necessary for Customer’s own internal business operations, collectively, “Personnel”) to use the Wripple Product through its account. Customer shall ensure that all Personnel comply with this Agreement and shall be responsible for such Personnel’s use of the Wripple product.

3. **DATA RETENTION AND DELETION PRACTICES.** Customer Content will be input by the Customer and Personnel and assigned to a Workflow designed to run that Customer Content through a workflow automation. Except when specified by featured enhancement, upon completion of a triggered published Workflow, the Customer Content is deleted within one (1) hour of completion. How Customer Content

is used and stored is further defined in our Privacy Policy and DPA. The terms in this Section shall apply to all published Workflows unless otherwise required by applicable laws or governmental authorities.

4. DATA OWNERSHIP AND USAGE.

4.1. **Your Data.** You retain ownership of your Customer Content, including Customer Content from your accounts with Third Party Applications (defined below) that are transmitted, processed, and/or stored in the Wripple Product. By transmitting, processing, and/or storing Customer Content in the Wripple Product, You hereby grant SMA a worldwide, non-exclusive, and limited-term license to access, use, process, copy, store, distribute, perform, transmit, export, and display Customer Content and to access your Wripple account, as reasonably necessary: (i) to provide, maintain, operate, improve, and update the Wripple Product; (ii) to prevent or address service, security, support, or technical issues; and (iii) as required by law.

4.2. **Usage Data.** We will compile statistical and technical data and information related to or generated through the performance, operation, and use of the Wripple Product and related features and functionality (“Usage Data”). For purposes of clarity, Usage Data will exclude all Customer Content processed in the Wripple Product, except as such, may be used in an anonymized and aggregated manner, but may include any account-related information subject to the Privacy Policy. We may use Usage Data during and after the term for the purposes of implementing, operating, maintaining, auditing compliance, and improving (including training and machine learning of) the Wripple Product and fulfilling our obligations hereunder. We will not disclose Usage Data unless it is aggregated and anonymized.

5. WRIPPLE IP OWNERSHIP RIGHTS.

5.1. The Wripple Product is made available on a limited access basis, and no ownership rights are conveyed to you. Notwithstanding anything to the contrary in this Agreement, we have and retain all rights, title, and interests, including all IP Rights, in and to the Wripple Product, including all modifications, updates, upgrades, extensions, components, Usage Data, and all derivative works of and to the Product. All our rights not expressly granted under these Terms are hereby retained.

6. CUSTOMER RESPONSIBILITIES. Customer acknowledges and agrees that:

6.1. Customer use of the Wripple Platform is dependent upon Customer maintaining access to telecommunications and internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Wripple Product, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. We shall not be responsible for any loss or corruption of content, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

6.2. Customer and Personnel are obligated to create and maintain unique access credentials in connection with the Account for their use of the Wripple product (“**Access Credentials**”). SMA offers Single Sign-On (SSO) at the Customer’s election to ensure security standards. Customer and Personnel will keep all Access Credentials secret and confidential. Customer will be responsible for all activities that occur using Customer’s and Personnel’s Access Credentials.

6.3. The Wripple Product operates with or uses application programming interfaces (APIs) and/or other services operated or provided by third parties. Customer may use its or other third-party applications, software, interfaces, APIs, products, services, or websites that interoperate with the Wripple Product (collectively, “Third Party Applications”). Customer is responsible for

purchasing and keeping active the license and rights to use the Third Party Applications and accepting and complying with the applicable terms and conditions and privacy policy of the Third Party Applications. Customer is solely responsible for its use of such Third Party Applications and any data loss or other losses it may suffer as a result of using such Third Party Applications. SMA does not warrant, guarantee, or endorse any Third Party Applications or control the privacy practices of any Third-Party Application to which data may be sent or from which data may be retrieved, whether or not they are recommended by SMA, and SMA shall have no responsibility, liability, or indemnification obligations for any claims, losses, or damages arising out of or in connection with Customer's use of any Third Party Applications. Except as expressly stated in these Terms or applicable Order Form, SMA does not guarantee compatibility with any Third-Party Application, and SMA shall not be responsible for any changes or new developments in Third Party Applications which may interrupt Customer's use or interaction with the Wripple Product.

6.4. Customers will comply with all applicable privacy and data protection laws that govern the collection, use, and transfer of data.

7. **PROFESSIONAL SUPPORT SERVICES.** If the Customer has elected to utilize SMA's support for the Wripple Product, Customer's support can be handled manually, through our third-party vendor's community channels, or through a knowledge base with help articles and a forum-like functionality for Customers to communicate with each other and SMA. As part of manual support, notwithstanding the terms set forth herein, You acknowledge, agree, and grant SMA the ability from time to time to enter and control your account with or without notice, in a "read-only" functionality, to identify and/or verify any software bugs and troubleshooting issues or view a workflow to assist in providing Customer support or as reference for an enhancement.
8. **UPDATES.** SMA may electronically publish updates or improvements to the Wripple Product. Updates to certain features may require action on the part of the Customer such as activation or upgrading to the latest version through its Account. SMA reserves the right upon reasonable notice to discontinue or limit the use of the older versions of such features. Any losses, damages, or data breaches caused by Customer's failure to activate or implement a published update or improvement shall be the sole responsibility of Customer and SMA shall have no liability therefor.
9. **THIRD-PARTY LINKS.** The Wripple Product may include links to third-party websites. Company is not responsible for the content of such third-party websites and any kind of loss/damage/breach arising out of your access or use of them.
 - i. **Third-Party Vendors.** You acknowledge and agree that the Company uses third-party vendors and hosting software to provide the Wripple Product to you. You further acknowledge and agree that except to the extent required by law, SMA shall not be liable or responsible for the acts or omissions of such third-party vendors or hosting software. You shall comply with all third-party vendor terms and policies to access and use the Wripple Product, and your failure to do so may render it inoperable or limit its functionality.

ADDITIONAL ENCAPTURE PRODUCT AND SERVICES

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to all Customers that utilize the Encapture Product and Service. This Agreement includes and incorporates the below terms as well as any Order Form and/or Service Level Terms that has been executed by the parties regarding the subject matter herein. Unless otherwise defined below, capitalized terms shall have the meanings ascribed to them in Section 1 of the General Terms and Conditions, above.

1. DEFINITIONS.

- 1.1. “Documents”** are considered physical or digital files are submitted through the Encapture Product for processing. These include but are not limited to, structured, semi-structured, and unstructured files such as invoices, loan applications, contracts, bank statements, and/or similar records. Documents may originate from scanned paper records, digital uploads, or integrations with external platforms.
- 1.2. “Document Processing”** are activities including but are not limited to data extraction, digital extraction, classification and tagging, processing, and automation of data from physical and digital platforms and files, and validation through automated workflows,
- 1.3. The “Usage Measurement”** is quantified based on the number of and/or amount of Document Processing that is analyzed, extracted, and/or automated during the Term. Document Processing includes all automated or manual activities performed by the Encapture Product, including but not limited to:
 - 1.3.1. Data Extraction: Capturing and structuring data from submitted files.
 - 1.3.2. Document Classification: Automatically sorting and categorizing files based on predefined criteria.
 - 1.3.3. Workflow Execution: Applying validation rules, business logic, or routing decisions to processed documents.
- 1.4.** The Encapture platform is equipped with tools to track and report the number of Documents processed.

2. PRODUCT SUBSCRIPTION SERVICES AND SUPPORT.

- 2.1.** If the number of Documents processed exceeds the prepaid tier, an additional Overage Fee will apply at the rate outlined in the Order Form. These fees are billed after the overage occurs.
- 2.2.** The Encapture product platform tracks and logs processed Documents to ensure accurate reporting and facilitate overage calculations, if applicable.
- 2.3.** As part of the registration process, Customer will identify an administrative username and password for Customer’s Encapture account. SMA reserves the right to refuse registration of or cancel passwords it deems inappropriate.