



ASCEND ORDER FORM

Customer:	Order Effective Date:
Primary Contact:	Primary Contact Phone:
Email:	Address:
<p>Transaction Fee Pricing:</p> <ul style="list-style-type: none"> • Credit Card Payments: 3.15% + 30c • ACH Payments: 0.8% w/\$5 cap • Wire Payments: \$8 • (Payments can be passed on to customers) <p>Premium Finance Pricing:</p> <ul style="list-style-type: none"> • Customer may be charged at Company’s current financing rates as of the Order Effective Date. • Customer may set their financing fee in the Ascend platform and can update rates on an ad-hoc basis without requiring approval from the Company. 	

Customer	Company
By: _____ Date: _____ Name: _____	By: Ascend _____ Date: _____ Name: Andrew Wynn (Co-CEO) _____

TERMS AND CONDITIONS

1. Referenced Documents. This Order Form is subject to the Master Services Agreement attached as **Exhibit A** (the “**Master Terms**”). Capitalized terms used but not defined in this Order Form have the meanings given to them in the Master Terms.

2. Additional Terms. Company and Customer agree to work in good faith to determine optimal pricing for both parties’ businesses.

3. Entire Agreement. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Slash Eureka, Inc., doing business as Ascend (“**Company**”) the Services and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable. Customer may not cancel any portion of this Order Form during the Term. If Company terminates this Order Form due to Customer’s non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer’s responsibility. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Order Form (whether or not it would materially alter this Order Form) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

EXHIBIT A

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made and entered into between Slash Eureka, Inc., doing business as Ascend (“**Company**”) and Customer (defined below). This Agreement sets forth the terms pursuant to which Customer will be permitted to use and receive access to certain Services (defined below), in each case as identified in one or more Order Forms (defined below). Each of Company and Customer is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**”); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES (DEFINED BELOW) TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICES.

1. STRUCTURE

1.1 Services; Order Forms. This Agreement sets forth the terms and conditions on which Company will make available its financial products and services (the “**Services**”) to Customer’s clients who elect to pay their insurance premiums either in full or over a period of time, each as expressly identified in a quote, order form, statement of work, or other ordering document that (a) is signed by the Parties and (b) expressly references and incorporates these Master Terms (defined below) (each, an “**Order Form**”). Each Order Form is subject to the terms of, and is deemed incorporated into, this Agreement.

1.2 Addenda. All Services will be provided pursuant to a signed Order Form. An Order Form may reference one or more additional documents that contain terms relevant to a particular Service (each, an “**Addendum**”). All Addenda are deemed incorporated into this Agreement. Additionally, the Company’s Privacy Policy available at www.useascend.com is hereby incorporated by reference into this Agreement.

1.3 Order Form Term. Unless earlier terminated in accordance with this Agreement or the applicable Order Form, each Order Form will continue for the initial subscription term specified in such Order Form (“**Initial Order Form Term**”) and will automatically renew for successive terms (each, a “**Renewal Term**”) equal in length to the Initial Order Form Term (the Initial Order Form Term and each Renewal Term, if any, collectively, the “**Order Form Term**” of such Order Form) unless a Party provides written notice at least 60 days prior to the expiration of the then-current term. Renewal of any Order Form may be conditioned on and subject to Customer’s agreement to changes to these Master Terms and applicable Addenda. Termination of this Agreement will terminate all Order Form Terms then in effect unless otherwise specified on the applicable Order Form. Customer acknowledges that its access to the Services (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Form Term.

1.4 Order of Precedence. Any conflict between an Order Form, an Addendum, or Sections 1–9 of this Agreement (the “**Master Terms**”) will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

2. SERVICES OFFERING; RIGHTS AND RESTRICTIONS

2.1 License. Customer may provide access to and use the Services solely (i) for the Order Form Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Promptly following the Order Effective Date, Customer will be granted access to Company’s agency dashboard, available at www.dashboard.useascend.com which, upon entry of the required information, shall produce the insurance premium quotes. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable license to access and use the Company’s website, in accordance with any related documentation or Company instructions solely to enable Company to provide the Services.

2.2 Payment Offerings.

(a) Offering of Premium Finance Agreements.

Customer will offer its clients premium finance agreements originated and funded by Company pursuant to the terms and conditions contained in the applicable premium finance agreements and subject to further written instruction from Company regarding the facilitation, application, or processing of the premium finance agreements (each such agreement a “**PFA**” and collectively, the “**PFA**s”).

(b) Offering of Pay-In-Full Option.

Customer will offer its clients the ability to use the Services to pay Customer in full for the annual fees owed by client for its insurance policies using credit card, debit card and ACH payments (the “**PIF Arrangement**”). The Services support cards including US-issued and some non-US issued cards with a Visa, MasterCard, Discover, Diners Club, JCB, China UnionPay, Cartes Bancaires, Interac, or American Express logo (the “**Card Networks**”).

2.3 Online Access and Support. Company will provide both online access to the Company quoting platform and client support during normal business hours to assist Customer in preparing PFA quotes for Customer’s clients. Company will provide reasonable setup and training to Customer upon request.

2.4 Quotes; Interest Rates; Renewal. Customer will prepare PFA quotes to present to its clients through Company’s online quoting platform or accessed via Company’s website. Customer may not amend or modify any quote from Company without Company’s express written permission; provided, however, Customer may modify the interest rate on any PFA (the “**Contract Rate**”), including (if approved by Company) by programmatic means, and otherwise complies with relevant state and federal laws and regulations. If Customer selects a Contract Rate that is less than the Base Rate (as defined below), Customer will pay Company the difference of the Base Rate less the Contract Rate for the applicable PFA. Customer will be responsible for determining whether the Contract Rate complies with relevant state and federal laws and regulations and will notify Company promptly if any such Contract Rate is not in compliance. Customer will not make any written or oral representations, warranties, or other assurances to any client regarding a PFA that have not first been specifically authorized in writing by Company. Any renewal of insurance coverage by the client will require a new PFA.

2.5 Acceptance of PFAs; Compliance with Laws. Company reserves the right to reject any premium finance agreement offered to it by Customer and retains sole discretion in both offering or accepting any submitted PFA based on Company’s business judgment and internal underwriting guidelines. Company will not incur any payment obligation to Customer or its clients until Company accepts and funds the premiums identified in a PFA. Company will service each loan as required by applicable state and federal laws and regulations and in accordance with Company’s standard operating procedures.

2.6 Funding Responsibility; Indemnification. Customer will direct Company where to fund any approved and accepted PFAs and PIF Arrangements and will promptly remit any funding received by Company to the appropriate carriers in payment of the premiums. Customer assumes all responsibility to pay the appropriate carriers where Customer has instructed that Company fund Customer and agrees to defend and indemnify Company for any claims by Customer’s clients that Company improperly funded Customer.

2.7 Payment Transmission: Cooperation. The details for transmitting payments due to Company but initially received by Customer from insured clients or otherwise will be outlined in separate document as mutually agreed, and Customer agrees to follow such payment procedures. Company and Customer will use Stripe or another mutually agree upon payment processor to accomplish the transactions contemplated by this Section 2.7. Both Customer and Company agree to work together to create a mutually acceptable system by which payments from the insured will go through Customer. Customer will reasonably cooperate with Company, and any third party designated by Company, to allow effective and efficient payment to Company.

2.8 PIF Arrangement Authorizations: Funding Schedule; Chargebacks. Customer authorizes Company to receive, disburse, and hold funds on Customer's behalf when such funds from card transactions settle from the Card Networks in conjunction with the PIF Arrangement. Customer's authorizations set forth herein will remain in full force and effect for the Order Form Term. Company will fund Customer's bank account for the transactions within 3 business days of the transactions being settled by Company's underlying payment processor for credit card, debit card, and ACH transactions. At a regularly scheduled interval (typically monthly) Company will debit Customer's account for the fees associated with those transactions. Company may need to hold a reserve of Customer's funds for an additional period of time if Customer's account shows a history of chargebacks or risky patterns. If a chargeback occurs, Company will use commercially reasonable efforts to help Customer and its client resolve the dispute. If the chargeback is finalized, Company will automatically debit Customer's account for the chargeback amount in addition to a chargeback fee.

2.9 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use the Services or the Documentation; use the Services to provide services to third parties (e.g., as a service bureau); use the Services for any benchmarking activity or in connection with the development of a competitive product; circumvent or disable any security or other technological features or measures of the Services or use the Services in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from the Services (except to the extent that applicable law prevents the prohibition of such activities); or use or access the Services in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available the Services to any third party.

2.10 Documentation. To the extent that a Service is accompanied by any Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Service ("**Documentation**"), Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Service set forth in Section 2.1.

2.11 Third-Party Products. To the extent that a Service includes or is accompanied by third-party software or other products that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Service ("**Third-Party Products**"), the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. Customer will abide by and comply with all such terms.

2.12 Compliance with Laws. Customer will use the Services and Documentation in compliance with all applicable laws and regulations.

2.13 Protection against Unauthorized Use. Customer will prevent any unauthorized use of the Services and Documentation and will immediately notify Company in writing of any unauthorized use of which Customer becomes aware. Customer will immediately

terminate any unauthorized use by persons having access to a Service or Documentation through Customer.

2.14 Ownership: Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to (a) any data or information that Customer uploads or inputs into the Service or otherwise makes available to Company, including in connection with Customer's use of the Service and (b) data that is generated and made available to Customer by any Service through use of the data described in part (a) above ((a) and (b) collectively, "**Customer Data**"). Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to use, process, transmit, store, and disclose the Customer Data: (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in an aggregated form that does not identify Customer as the source thereof, for its business purposes, including to develop and improve Company's and its Affiliates' products and services. Customer represents and warrants that Customer has all rights necessary to grant Company the licenses set forth in this Section 2.14 and to enable Company to exercise its rights under the same without violation or infringement of the rights of any third party. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Services, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Services, and Company may agree to do so for an additional fee.

2.15 Feedback. If Customer provides any feedback to Company concerning the functionality and performance of the Service, any Documentation (including identifying potential errors and improvements), Customer hereby grants to Company an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the feedback in any manner and for any purpose, including to improve the Services and create other products and services.

3. FEES AND PAYMENT

3.1 Taxes. Other than net income taxes imposed on the other Party, each Party will bear its individual taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Each Party will pay any additional Taxes as are necessary to ensure that the net amounts received by the other Party after all such Taxes are paid are equal to the amounts to which such Party would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

3.2 Financing Fee. Company will pay to Customer a fee as calculated by this Section 3 (the "**Financing Fee**") for any finance charge revenue earned and collected by Company on any outstanding PFA facilitated by Customer.

(a) The Financing Fee will be equal to the difference between the Contract Rate and the Company base rate of ("**Base Rate**").

(b) The Base Rate may be adjusted by Company in Company's sole discretion based on changes to the "prime rate" at large U.S. money center banks as published by the Wall Street Journal from time to time, Company's cost of borrowing, or other Company internal business factors. Any adjustments to the Base Rate will be effective for all PFAs accepted after the new Base Rate is adopted by Company.

(c) All Financing Fees due and payable by Company to Customer will be calculated at the end of each month and paid out in accordance with this Section 3.

3.3 Exceptions. Company will not pay Customer the Financing Fee in the following instances:

(a) on any PFA that was not facilitated by Customer or accepted by Company pursuant to the terms contained in this Agreement;

(b) on any PFA written on a personal lines insurance policy, defined as for personal, household or family purposes;

(c) on any PFA where the insured resides in a state that prohibits or restricts the payment or compensation of agents or brokers for referring, originating, or facilitating a premium finance agreement;

(d) on any PFA for a loan with an interest rate below the Base Rate; or

(e) on any PFA that is paid in full or cancelled for which there is no finance charge revenue earned or collected in the current month.

3.4 Offsets. Company may offset any Financing Fees due to Customer for any losses on Customer PFAs financed by Company that result in a deficiency balance that remains outstanding more than 60 days after cancellation or, if the loan is not cancelled prior to the maturity date, 60 days after the maturity date ("**Charge Offs**"). The collection of a deficiency balance will be processed pursuant to Company's internal collections policy. Company retains all rights and discretion with respect to Company's collection practices. Customer is not entitled to any refund or adjustment if Company collects any Charge Offs after the 60-day period described above. Additionally, Company may offset, and Customer will be responsible to pay Company (promptly following Company's request) if insufficient amounts are available for such offset, any difference between the Base Rate and Contract Rate for a PFA if Customer has elected a Contract Rate lower than the Base Rate.

3.5 Cancellation, Return Premiums and Refunds. Upon an insured's default on a PFA, Company may in Company's business judgment and in accordance with the PFA and state and federal laws and regulations seek to cancel the insurance policy(ies) described in the PFA. If any such insurance policies are cancelled by the carrier and Company provides Customer notice of cancellation, Customer agrees, with respect to any cancelled insurance policy, to: (a) recognize Company's required date of cancellation as reflected on the notice of cancellation; (b) use the required date of cancellation to calculate any return premium (using either a standard pro rata calculation or short-rate calculation as decided by the insured's state's law); and (c) remit directly to Company any payments from its clients or refunds, including return premiums, from carriers or managing general agents.

4. TERM AND TERMINATION

4.1 Term. This Agreement will remain in effect until terminated in accordance with this Section 4 (the "**Term**").

4.2 Termination. Either Party may terminate this Agreement for convenience upon 6 months' prior written notice to the other Party at any time that no Order Form is in effect. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within 120 days, or makes any assignment for the benefit of creditors.

4.3 Post-Termination Obligations. If this Agreement is terminated for any reason, Customer will pay to Company any fees or other amounts that have accrued prior to the effective date of the termination, any and all liabilities accrued prior to the effective date of the termination will survive, and Customer will provide Company with a written certification signed by an authorized Customer representative certifying that all use of the Services and Documentation by Customer has been discontinued and that all Software and Confidential Information in Customer's possession or control has been returned or destroyed.

4.4 Survival. Notwithstanding anything to the contrary herein, Sections 1, 2.14, 2.15, 3, 4.3, 4.4, 5, 6, 7, 8, and 9 will survive termination or expiration of this Agreement.

5. CONFIDENTIALITY

5.1 Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Service, all Documentation, all Company technical information, and all information concerning Service-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party 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) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its 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. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. 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. "**Affiliate**" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

6. WARRANTIES AND DISCLAIMER

6.1 Company Warranties. Company represents and warrants to Customer that: this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against Company in accordance with its terms and no authorization or approval from any third party is required in connection with such Company's execution, delivery, or performance of this Agreement. Further, Company hereby warrants, for the benefit of Customer only, that the Services will materially conform to the applicable Documentation (the "**Service Warranty**"), provided that the Service Warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Service by Customer or any third party or any combination of the applicable Service with software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by the Service Warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer during the Warranty Period, Company will use commercially reasonable efforts to correct such error or defect in the Service, at no cost to Customer and within a reasonable time. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of the warranty described in the first sentence of this Section 6.1.

6.2 Customer Warranties. Customer represents, warrants, and covenants to Company that: (i) this Agreement has been duly

executed and delivered and constitutes a valid and binding agreement enforceable against Customer in accordance with its terms and no authorization or approval from any third party is required in connection with Customer's execution, delivery, or performance of this Agreement; (ii) Customer's clients are not, and during the Term will not be, in bankruptcy, foreclosure, or otherwise insolvent.

6.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6 OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

7. INDEMNIFICATION

7.1 Defense by Company. Company will, at its expense, either defend Customer from or settle any claim, proceeding, or suit ("Claim") brought by a third party against Customer alleging that Customer's use of the Services infringes or misappropriates any patent, copyright, or trademark if: Customer gives Company prompt written notice of the Claim; Customer grants Company full and complete control over the defense and settlement of the Claim; Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request; and Customer complies with any settlement or court order made in connection with the Claim. Customer will not defend or settle any Claim subject to indemnification under this Section 7.1 without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim.

7.2 Indemnification by Company. Company will indemnify Customer from and pay all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 7.1; all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 7.1 (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Claim); and all amounts that Company agrees to pay to any third party to settle any Claim under Section 7.1.

7.3 Exclusions from Obligations. Company will have no obligation under this Section 7 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "Excluded Claims"): use of the Service in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; the Services are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; use of the Service by Customer for purposes not intended or outside the scope of the license granted to Customer; Customer's failure to use the Service in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or any modification of the

Service not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

7.4 Remedy. If Company becomes aware of, or anticipates, a Claim subject to indemnification under Sections 7.1 and 7.2, then Company may, at its option (a) modify the Services that are the subject of the Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

7.5 Limited Remedy. Sections 7.1, 7.2, 7.3, and 7.4 state Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by a Service.

7.6 Defense by Customer. Customer will defend Company from any actual or threatened third-party Claim arising out of or based upon Customer's use of a Service, provision of the Customer Data, or breach of any of the provisions of this Agreement, or that is an Excluded Claim. Company agrees to: give Customer prompt written notice of the Claim; grant Customer full and complete control over the defense and settlement of the Claim; provide assistance in connection with the defense and settlement of the Claim as Customer may reasonably request; and comply with any settlement or court order made in connection with the Claim. Company will not defend or settle any Claim subject to indemnification under this Section 7.6 without Customer's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

7.7 Indemnification by Customer. Customer will indemnify Company from and pay all damages, costs, and attorneys' fees finally awarded against Company in any Claim under Section 7.6; all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Company in connection with the defense of a Claim under Section 7.6 (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of the Claim); and, all amounts that Customer agrees to pay to any third party to settle any Claim under Section 7.6.

8. LIMITATIONS OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (I) COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; AND (II) UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THE ORDER FORM WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). THE ALLOCATION OF RISK BETWEEN THE PARTIES IN THIS SECTION 8 IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. GENERAL

9.1 Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

9.2 Use of Brand Name. Company may use the name, brand, or logo of Customer (or Customer's parent company) solely for the

purpose of identifying Customer as a licensee or customer of Company in a 'customer' section of Company's website, brochures, or other promotional materials, or as part of a list of Company's customers in a press release or other public relations materials. Any such limited use by Company will include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and will in no way suggest that Company is affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the trademarks or logos of Customer will require mutual approval in writing prior to public dissemination thereof.

9.3 Assignability. Customer may not assign its right, duties, or obligations under this Agreement without Company's prior written consent. For the purposes of this Section 9.3, any direct or indirect change of control, whether via merger, sale of all or substantially all of a Party's assets or equity securities, or otherwise, will be deemed an assignment of this Agreement. Company may assign this Agreement freely and without restriction. Any attempted assignment in violation of this section shall be void. This Agreement will inure to the benefit of the Parties permitted successors and permitted assigns.

9.4 Export. Customer represents and warrants that the Services are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

9.5 U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

9.6 Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

9.7 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 9.7. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

9.8 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or utility failures, earthquakes, fires, storms or other elements of nature, blockages, embargoes, riots, acts, regulations, or orders of any governmental entity, viral outbreak, epidemic, pandemic (including COVID-19), civil unrest, acts of terrorism, cyber-attacks or war, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

9.9 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New York County, New York in connection with any action arising out of or in connection with this Agreement.

9.10 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

9.11 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Service under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Services will immediately terminate.

9.12 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect.

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