

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement (“**MSSA**”) is concluded by and between Trickest and Client (each a “**Party**” and collectively the “**Parties**”), both as identified in the signature blocks below, and shall be effective as of the date the last Party signs it (“**Effective Date**”).

1. DEFINITIONS

Terms with capital letters will have the meaning ascribed to them under this clause or under the remainder of this Agreement.

“**Agreement**” means this MSSA, together with its schedules and any other references herein to any other terms and conditions (such as the Order and the Documentation and which are included herein by reference), and excluding any terms and conditions thereof added unilaterally by Client;

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.

“**Client Applications**” means any hardware, servers, applications, operating systems or other software or computer programs used by the Client in conjunction with Technology;

“**Client Data**” means (i) any data, content, document, material or information that the Client or its Users provide to Trickest or that the Client or the Users import into Technology or accessed by Trickest in connection with, or for the purpose of, provision of any Services;

“**Documentation**” means any Trickest technical and functional documentation related to the use of the Technology as made available by Trickest, including any guidelines or policies associated with the Technology, excluding any marketing materials;

“**License Term**” means the duration of the license to use the Software, as provided in an Order; “**Services**” means professional services to be provided by Trickest to Client as specified in specific Orders (such as implementation services), excluding Support;

“**Software**” means the following, each as developed by or for Trickest, and as delivered to the Client hereunder by Trickest: (i) software products and platform licensed to the Client as specified in Orders; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software, including during Support (iii) all new releases, versions, modifications, updates, patches, improvements, enhancements, or similar derived works thereto, provided the foregoing do not result in a new feature or functionality charged separately or under a different pricing by Trickest, or in a new product;

“**Technology**” means each and together, the (i) Software identified in the applicable Order, (ii) the Documentation, and (ii) any materials and information developed by Trickest for Client, including during performance of Services;

“**Third-Party Services**” means any software, services, cloud applications, cloud service endpoints, data services, APIs, and content of third parties, including OSC (as defined herein) or the Client Applications which may be accessed when using the Technology.

2. LICENSE AND USE

Technology License. Trickest grants Client, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology specified in the applicable Order (means the document mutually accepted by the Parties, placed either directly with Trickest or with a Trickest partner and accepted by Trickest). If Client allows any person or entity to operate, use or access the Technology or the Services (“**Users**”), Client is responsible for ensuring that such person or entity complies with the terms of this Agreement and the acts and omissions of its Users shall be deemed as Client’s own acts and omissions for the purpose of this Agreement.

Content License. Client and other users may have access to each other’s Content (meaning text, images, or any other information regardless of the type made available to any user of the Technology). When sharing Content on the Technology, Client grants Trickest a nonexclusive, worldwide, royalty-free, sublicensable, and transferrable license to use,



reproduce, publicly display, distribute, modify (so as to better showcase Client's Content, for example), publicly perform, and translate the Content.

3. SERVICES

Support. Support services will be provided during the License Term in accordance with the Service Level Agreement located at the following web address: <https://trickest.com/legal/sla>

4. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in computer software and databases, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case registered or unregistered, and including all applications and rights to apply for and be granted protection, renewals or extensions of such rights, as well as the right to claim priority therefrom, and similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world, including as otherwise defined or regulated under the applicable law.

Tricest Intellectual Property Rights. The Agreement does not grant either party any rights, authorizations, or the like, by implication, waiver, estoppel or otherwise, to the other's Intellectual Property Rights, title, interest or ownership. Tricest retains all title, interest, ownership, and Intellectual Property Rights in the Technology, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows, functionalities or similar assistance otherwise provided to Client including during the provision of the Services or obtained by Tricest while ensuring the continuous improvement of the Technology for Client's specific use.

Client Intellectual Property Rights Client owns the Client Data ("Client Data" means (i) any data, content, document, material or information that the Client or its Users provide to Tricest or that the Client or the Users import into Technology or accessed by Tricest in connection with, or for the purpose of, provision of any Services) and Client Content and retains all Intellectual Property Rights in their respective pre-existing tools, software, databases, methodologies and documents. The Client acknowledges that if it provides any suggestions or feedback to Tricest, it does so voluntarily and Tricest will be entitled to use any suggestions or feedback, in any way and for any purpose in relation to the Technology.

Independent Development. Parties agree that nothing in this Agreement will limit or restrict Tricest's right to (i) create derivative works using the Client's Content, or develop, or have developed, components that may be similar to, or may perform similar functions to, the Client's Content; and (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the memory of or acquired by Tricest's employees, representatives or contractors.

5. FINANCIAL TERMS

Payment. Client must pay the fees specified in the Order ("Fees"). Unless otherwise agreed by the Parties in writing, the payment term will be 30 calendar days as of the date when each invoice is issued. All invoices will only be delivered electronically to Customer. Any fees that are unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable. All Fees are exclusive of any taxes, such as value added tax. All Orders are non-cancelable and, save as otherwise provided in this Agreement, all Fees are non-refundable.

Payment defaults. If Client fails to pay any amount due under this Agreement per the payment terms in the Order, Tricest will send Client a reminder notice. If Client fails to pay within 30 days of the date of the reminder notice, Tricest may, in its sole discretion, suspend or terminate the applicable Order, and Tricest may charge the Client a penalty on the overdue amount at a rate of the lesser of 0.5% or the maximum rate permitted by applicable law, per each day of delay as of the due date until the actual payment of the overdue amount.

Changes. Tricest is free to establish the Fees at its own discretion. Tricest will not change the Fees applicable to an Order already accepted by it. Tricest will notify Client of any change in Fees and such change will become effective upon Client placing a new Order or the renewal of any current License Term following such notice.

6. CLIENT LIMITED RESPONSIBILITY

Client Indemnification. Client will indemnify, and hold harmless Tricest and its Affiliates, subsidiaries, officers, agents, employees, resellers, distributors, vendors, customers, partners, and licensors ("**Tricest Related Party**") from any claim, action, legal proceeding, fines, demand, loss, or damage, including reasonable attorneys' fees, arising out of, or related to: (i) Client Data and client Content, or (ii) Client's use of the Technology or of the Content; (iii) Client's breach of the Agreement, or (iii) Client's breach of any third party rights or licenses, including OSC licenses (as defined hereinbelow), or of the applicable law. Tricest retains the right to control the defense of any claim, action, or matter subject to

indemnification by Client with counsel of our own choosing. Client will fully cooperate with Trickest in the defense of any such claim.

7. LIABILITY AND INDEMNIFICATION

Damages. Except for Client's breach of Trickest' Intellectual Property Rights and Client's indemnification obligations herein, neither Party will be liable to the other or for any indirect, special, moral, incidental or consequential damages, loss of profits, loss of revenue, or loss or corruption of data. Under no circumstances may Trickest be liable for any claims that may be asserted, granted or imposed against Trickest or Client, arising from, or in connection with Third Party Services, Client Data or Client Content.

Monetary Cap. Except for Trickest' gross negligence or willful misconduct, Trickest' maximum aggregate liability for all damages (individually and together) under or relating to this Agreement will not exceed the Fees paid to Trickest under this Agreement for the relevant Software or Services in the 12 (twelve) months before the initial claim giving rise to such damages.

Applicability. The foregoing will apply only to the extent permitted under the applicable law, regardless of whether the claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations under this Agreement, and irrespective of whether the other Party has been advised of the possibility that such damage might incur. The Agreement allocates the risks between Trickest and Client, and each Party's benefits under this Agreement reflect this allocation of risk and limitations of liability. All claims against Trickest shall expire on the date falling 12 months from when Client's claim or cause of action arose. **Exclusions.** Trickest will have no liability for any claim arising from use of the Technology or the Services in breach of the Agreement or the applicable law, use or any Content or Third Party Services, modification of the Technology or the Services by anyone other than Trickest, failure by Client to install or use the latest updated version of the Technology, as instructed by Trickest, to avoid infringement or breach, or security vulnerabilities or malfunctions, Third-Party Services, Content products or materials or their combination with the Technology or the Services; (v) the , the Client Data and their use, and Client's use of Trial Versions ("Trial Version" Software designated by Trickest as "trial", "evaluation," "not for resale", pre-release or beta version, or other similar designation. **Disclaimer of warranties.** Client understands and agrees that Client's use of the Technology is at Client's own risk and responsibility and that Trickest and any Trickest Related Party make no warranties, express, implied, statutory, or otherwise, guarantees or conditions regarding the use or availability of the Technology or any part thereof. The Platform is provided "AS-IS" and "WITH ALL FAULTS" and on "AS AVAILABLE" basis. To the maximum extent permitted by law, Trickest disclaims all warranties, express or implied, statutory, or otherwise, including non-infringement, availability, service uptime, merchantability, fitness for a particular purpose or capability of the Technology to integrate or interoperate with other technologies.

Liquidated Damages. If client uses the Technology or the Content for military purposes, in breach of export control regulations, or for unethical purposes, the Client shall owe Trickest damages in the amount of three (3) times the value of the total Fees payable by Client to Trickest under this Agreement (3 times total contract value), without the latter limiting Trickest's right to pursue and obtain any other remedies and damages incurred.

8. TERM AND TERMINATION

Term of the Agreement. This Agreement is effective as of the Effective Date and shall remain in full force and effect for a period of 3 (three) years thereafter (the "Term") or until the last License Term expires, whichever occurs last, unless otherwise terminated by either Party under this Agreement .

License Term. Unless otherwise agreed in an Order, the License Term for the Software is twelve (12) months. License Term will automatically renew for additional periods equal thereof, until either Party provides written notice of non-renewal to the other Party at least forty-five (45) days before expiration of the respective License Term. **Termination.** In addition to any other provisions of this Agreement or those of the applicable law, this Agreement may be terminated as follows: (i) by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days from the notice date, (ii) or by either Party, immediately upon written notice to the other Party (a) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to continue the performance of this Agreement, including but without limitation, as a result of any export control obligations; or (b) commences or has been commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is unable to pay its invoices or loans when due, or ceases to operate in the ordinary course of business; (c) breach of Intellectual Property Rights.

Effect of Termination. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, an Order or expiration of any License Term, the license and rights for the respective Technology or Services will immediately terminate. Client understands that some or all the Technology components may cease to operate without prior notice upon expiration or termination of the License

Term.

9. CONFIDENTIALITY

Confidential Information. Information shared by the Parties, or their Affiliates, under this Agreement will be deemed confidential if disclosed in any form or manner, marked as, or reasonably considered, confidential, and includes, without limitation, the Technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing (“**Confidential Information**”). Confidential Information excludes any information that (i) is or becomes public, through no fault of the recipient; (ii) was rightfully acquired by or already known to the recipient without an existing confidentiality obligation; or (iii) is independently developed by the recipient without the use of discloser’s Confidential Information. The receiving Party will treat the Confidential Information with no less than reasonable care and will not use or disclose Confidential Information to anyone, except as set forth under this Agreement or to its Users, employees, representatives, contractors, advisors or consultants, who need to know the Confidential Information for the purposes of this Agreement and are bound by similar confidentiality obligations. The receiving Party may disclose Confidential Information as necessary to comply with applicable law, a valid order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority after using reasonable efforts to provide advance notice of such disclosure to the disclosing Party. The obligations of confidentiality and non-use contained in this Section “Confidentiality” shall remain in full force and effect during the term of this Agreement and for a period of 2 (two) years thereafter .

10. DATA PROTECTION

Representatives’ Data. During the performance of this Agreement each Party may collect, store and use Personal Data (as defined by, as applicable, Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws) related to the other Party’s representatives or employees, such as their name, telephone, e-mail address, job title. Such data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the Parties to enter into and perform this Agreement. Each Party will be responsible for informing its own representatives or employees of the processing of their Personal Data as provided in this Agreement.

11. GOVERNING LAW AND JURISDICTION

Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, when the parties are in North America (“NA”), without reference to its conflicts of laws provisions, or by Serbian law when parties are located outside NA. In addition, each party agrees that for NA any claim, action, or dispute arising under or relating to this Agreement shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a tribunal consisting of one (1) arbitrator. The award will be in accordance with the laws of the State of New York, USA and state the reasons upon which it is based. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse. The arbitration venue shall be New York City, New York County, State of New York, USA when parties are in NA. For any dispute arising out of or relating to this Agreement outside NA (if the parties do not reach a settlement within 60 days), the parties consent to personal jurisdiction in, and the exclusive venue of, the courts situated in Belgrade, Serbia. The Parties hereby irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. MISCELLANEOUS

Third-Party Services. Client may use the Technology in conjunction with Third-Party Services, subject to complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Trickest does not control or own any Third-Party Services, and the access to and use of such Third-Party Services its Client’s sole responsibility and shall be carried out as set forth under those Third-Party Services terms and conditions, and Trickest will not be liable for use of the Third-Party Services.

Third-Party Licenses. The Technology may contain or may be enjoined by third party components including open-source code (“**OSC**”), which are subject to their own terms and conditions, as detailed on our website or within the Technology. With respect to certain OSC, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective OSC licenses, which the OSC license does not permit, such conflicting terms of this Agreement will not apply. Any fees charged in connection with the Technology do not apply to any OSC for which fees may not be charged under the applicable open-source license. Where the terms of any specific open-source license entitle Client to the source code of the respective OSC (if any), that source code may be made available upon request (a fee may be charged).

Notices. Notices and other communications by one Party to the other Party under this Agreement shall be in writing and shall be addressed by email with a read receipt to the persons and at the email addresses indicated in the signature blocks below, becoming effective on the next business day after being sent.

Subcontractors. Trickest may use subcontractors to perform the Services and will be responsible for performance of the Services by such subcontractors as for its own actions under this Agreement.

Waiver. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement shall not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further or other exercise of any the same or other right or remedy. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated, or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed.

Entire Agreement. This Agreement with all references herein is the entire understanding between Trickest and Client with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect to such subject matter. Unless otherwise provided hereunder, in case of conflict, this MSSA shall prevail.

Force Majeure. Neither Party shall be responsible to the other for the non-performance or delay in performance (other than the payment of money) occasioned by force majeure as defined by applicable law.

13. OTHER PROVISIONS

Severability. If any of the provisions of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound by the remaining part and shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which is, to the greatest extent possible, similar to that of the invalid or non-binding part.

Export Control. Client agrees to comply with all Export Laws (of US EAR, US OFAC, EU, UN or similar regulations) related to Client’s access to and use of the Technology and Services. Client represents and warrants that it is not (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Crimea, Cuba, Iran, North Korea, and Syria); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS.

Counterparts. Each Party agrees that their electronic signatures (as defined by applicable law), whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures.

Survival. The following sections and clauses will survive non-renewal or termination of this Agreement for any reason: CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS, CLIENT LIMITED RESPONSIBILITY, LIABILITY, ACCEPTABLE USE, GOVERNING LAW AND JURISDICTION, TERM AND TERMINATION, in addition to any other provisions that, by their content, are intended to survive the performance, non-renewal or termination of the Agreement (whether or not so expressly stated). **In Witness Whereof**, the Parties have caused this Agreement to be executed electronically by their duly authorized representatives.

Trickest	Client
Trickest, Inc	[Client Company Name]
Address: 1111B S Governors Ave, Ste 6511	Address:
Name:	Name:
Job title:	Job title:
Date:	Date:
Signature:	Signature:

