

# Subscription Agreement

THIS SUBSCRIPTION AGREEMENT is between Optro and Customer (as designated in the Order) as of the Effective Date (defined below).

The parties agree as follows:

## 1 USE OF SERVICE.

- 1.1 Provision of Service. The Service will be made available by Optro to Customer, its Affiliates, and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. The Service is provided in U.S. English.
- 1.2 Affiliates. If Customer Affiliates would like to purchase their own instance of the Service from Optro, they may do so by executing a separate Order with Optro that references the same terms contained in this Agreement. The foregoing will establish a new and separate subscription agreement between the Customer Affiliate and Optro and Customer will not be liable for actions of such Customer Affiliate under the separate agreement. If the Customer Affiliate resides in a different country than Customer, then the Order may include modifications to terms applicable to the transaction(s), including, without limitation, tax terms and governing law.

## 2 CUSTOMER OBLIGATIONS.

- 2.1 Customer is responsible for: (1) the accuracy, quality, reliability, integrity, appropriateness, and legality of all Customer Data and for ensuring that Customer Data is lawfully acquired by Customer (including any authorizations or consents if required); (2) taking commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and must notify Optro promptly of any unauthorized access or use; and (3) its Affiliates' and Authorized Parties' compliance with this Agreement and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer.
- 2.2 Restrictions: Customer must not: (1) license, sublicense, sell, resell, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise commercially exploit or make any part of the Service or Documentation available to any third party other than to its Affiliates or Authorized Parties as permitted herein; (2) modify, copy, republish, or create derivative works based upon any part of the Service or Documentation; (3) interfere with or disrupt the integrity or performance of the Service or the data contained therein or knowingly send or store Malicious Code in connection with the Service; (4) provide any credit/debit/gift or other payment card information (i.e. PCI) or medical or health information (i.e. PHI), unless the parties have signed Optro's Business Associate Agreement, to Optro or its Affiliates; (5) attempt to gain unauthorized access to the Service or its related systems or networks; (6) reverse engineer or otherwise attempt to discover the underlying source or object code, structure, or ideas of the Service; (7) share login credentials between more than one individual User; (8) use the Service in violation of Laws or not in accordance with the Documentation; or (9) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates any privacy rights in connection with the Service. Customer is responsible for determining if the Service meets Customer's needs with regard to the data and information Customer intends to load into the Service and Customer is responsible for the activity of all its Users under this Agreement.

## 3 PROPRIETARY RIGHTS.

- 3.1 Customer Ownership. As between Optro and Customer, Customer owns all rights, title, and interest it holds in Customer Data. Optro only has the right to use Customer Data to provide the Service (including Improvements), subject to this Agreement.
- 3.2 Optro Ownership. As between Customer and Optro, Optro, and Optro's licensors, own all right, title, and interest to the Service (including any third-party content Optro makes available through the Service) and Documentation, including all related Intellectual Property Rights. Optro has the right to use or act upon any suggestions, comments, or other feedback about the Service voluntarily provided by Customer, its Users, and/or its Affiliates without restriction and without obligation to Customer.

## 4 PAYMENT OBLIGATIONS.

- 4.1 Fees and Payment. Customer must pay all fees and charges stated in the applicable Order (the "Fees") in accordance with the terms contained in the Order. The Subscription Fees and Included Use (as defined in the applicable Order) stated on an Order cannot be reduced during the relevant subscription term absent a written amendment executed by authorized signatories of both parties. Customer must maintain accurate billing information with Optro throughout the term of this Agreement and must promptly provide Optro written notice of any changes to its billing information. Upon Optro's request, Customer must make payments via electronic bank transfer. Except for a termination or refund in accordance with Sections 7.1 (Party Warranties), 8 (Indemnification), or 10.1 (Termination) as set forth herein, all Orders are non-cancellable, and all payments are non-refundable. Customer must not withhold, reduce, or set-off fees owed under this Agreement.
- 4.2 Taxes and Fees. Fees invoiced pursuant to this Agreement do not include, and must not be reduced to account for, any taxes, including, without limitation, any local, state, provincial, federal, or foreign taxes, withholding taxes, levies, duties, or similar governmental assessments of any nature, value-added taxes, excise, use, goods and services taxes, consumption taxes, digital sales taxes or similar taxes (collectively, "Taxes"). Customer is solely responsible for paying all Taxes except for those based on

Optro's net income or property which will remain the responsibility of Optro. If Optro has a legal obligation to pay or collect taxes which Customer is responsible for under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Order which will be used as the ship-to address, and invoiced to and paid by Customer, unless Customer sends a valid tax exemption certificate authorized by the appropriate taxing authority to [accountsreceivable@optro.ai](mailto:accountsreceivable@optro.ai). Customer must promptly provide the appropriate tax exemption certificate and indirect tax registration ID when requested by Optro. If no taxes are collected by Optro, Customer may be liable to self-assess for taxes to the appropriate taxing authority. In such event, Customer must provide written confirmation to Optro that it has undertaken such an obligation. To the extent Customer has Users based outside of the taxing jurisdiction, according to the ship-to address, Customer is responsible for the appropriate sourcing of taxes and may be liable to self-assess and self-report taxes to the appropriate taxing authorities. Except as otherwise specified in an Order, Customer must pay all Fees due hereunder in U.S. Dollars. Customer must not condition payment of Fees on the completion of Customer onboarding forms, purchase orders, or Optro's use of Customer's billing and other portals. Optro is under no obligation to use any billing portal. An interest rate of 1.5% per month will be assessed on overdue invoices which are not subject to a good faith dispute between the parties.

- 4.3 Disputed Fees.** Except for Fees that are subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and Optro has provided at least an additional 30 days' written notice to Customer, Optro will have the right to suspend the Service, without liability to Customer, until such amounts are paid in full.
- 5 CONFIDENTIALITY.** Each party and its Affiliates ("Recipient") must use the same degree of care that it uses to protect its own Confidential Information of like kind (but in no event less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party and/or its Affiliates ("Discloser") except as reasonably necessary to perform Recipient's obligations or to exercise Recipient's rights under this Agreement or with Discloser's prior written permission. For purposes of clarification, this Section 5 also applies to Confidential Information either party and/or its Affiliates shares with the other party and/or its Affiliates related to potential future subscription services. Each party has the right to disclose Confidential Information on a need-to-know basis to its employees, Affiliates, contractors, advisors, and service providers, including third-party submission tools or online portal providers required by such party for proposal submissions, who are bound by confidentiality obligations at least as restrictive as those set forth herein (collectively, "Representatives"). Recipient is responsible for any acts or omissions of its Representatives with respect to protection of Discloser's Confidential Information. For clarity and the avoidance of doubt: (1) any online portal terms conflicting with the terms of this Section 5 will not be binding on the parties; (2) this Section 5 applies to any Confidential Information disclosed through such online portals; and (3) any online portal terms conflicting with the terms of this Section 5 are superseded by this Agreement with respect to confidentiality obligations. If Recipient is compelled by Law to disclose Discloser's Confidential Information, Recipient must: (i) promptly provide Discloser with prior written notice of such compelled disclosure (to the extent legally permitted); (ii) disclose only that portion of Confidential Information legally required; and (iii) provide reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser has the right to seek injunctive relief to enjoin any breach or threatened breach of this Section 5, it being acknowledged by the parties that other remedies may be inadequate.
- 6 DATA SECURITY.**
- 6.1** Optro must maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Service and Customer Data in accordance with the Security Policy. Optro must not materially decrease the protections provided by the controls set forth in the Security Policy and Audit Reports. Once annually upon Customer's written request, Optro will provide a copy of the Audit Reports.
- 6.2** To the extent Optro processes Personal Data (as defined in the Data Processing Addendum), it will only be processed in accordance with the Data Processing Addendum.
- 6.3** Each party must: (1) notify the other party without undue delay of any unauthorized copying, distribution, disclosure, or processing of any Confidential Information (a "Data Security Incident") upon becoming aware of such Data Security Incident within 48 hours, or any shorter period required by Law, unless such notice is legally prohibited; with respect to Customer, Customer is not required to notify Optro if Customer reasonably determines there is no threat to the Service; (2) provide the other party with such details as the other party reasonably requires regarding such Data Security Incident; and (3) use reasonable efforts to stop any unauthorized copying, distribution, disclosure, or processing of Customer's Confidential Information.
- 7 WARRANTIES.**
- 7.1 Party Warranties.** Each party warrants: (1) it has the authority to enter into this Agreement; and (2) in connection with its performance of this Agreement, it will comply with all Laws. Optro warrants that during the term of this Agreement: (i) the Service will perform materially in accordance with applicable Documentation; (ii) the functionality of the Service will not be materially decreased; and (iii) that Optro will employ current, industry standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service (collectively, the "Service Warranty"). If Customer believes a warranty under item (i) or (ii) has been breached, Customer must notify Optro in writing no later than 30 days following the date the warranty was allegedly breached and Optro will correct the non-conforming Service at no additional charge to Customer if a breach of the relevant warranty occurred. In the event Optro is unable to correct such non-conformity after good-faith efforts, Optro must refund Customer, on a prorated basis, any prepaid Subscription Fees for the affected Service from the date Optro received such notice. Customer's failure to notify Optro within the 30-day period will not affect Customer's right to receive warranty remedies unless Optro is impaired in its ability to correct the deficiency due to Customer's failure to notify. Customer must provide notice of any alleged breaches of the warranty under item (i) or (ii) above through Optro's then-current error reporting system. Customer must provide notice of breach of any other warranty in writing to Optro pursuant to the provisions

of Section 11.6 (Notice). Customer's exclusive remedy and Optro's sole liability for breach of the Service Warranty are as described in Section 10.1 (Termination) for the affected Service.

**7.2 DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND OPTRO AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE WHATSOEVER AND DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED BY COMMON LAW, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. OPTRO DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER.

**7.3 ASSUMPTION.** CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING THE PREPARATION, ACCURACY, REVIEW, AND USE OF RESULTS OBTAINED THROUGH USE OF THE SERVICE, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON USE OF THE SERVICE. OPTRO AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL, OR OTHER PROFESSIONAL OR EXPERT ADVICE, AND ARE NOT RESPONSIBLE FOR HOW THE SERVICE IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER FROM USE OF THE SERVICE, OR ANY DECISIONS CUSTOMER MAY MAKE BASED ON CUSTOMER'S USE OF THE SERVICE.

## **8 INDEMNIFICATION.**

**8.1 Optro Indemnification.** Optro must defend Customer, and its Affiliates, officers, directors, and employees, from and against any third-party Claim brought against Customer alleging that the use of the Service as contemplated under this Agreement infringes or misappropriates such third-party's Intellectual Property Rights and Optro must indemnify and hold Customer harmless against any Loss arising from such third-party Claim. The foregoing Optro indemnification obligation will not apply to claims arising from: (1) the use or combination of the Service, or any part thereof, with any product, technology, or material not provided by Optro, where the Service or use thereof would not infringe without such use or combination; (2) any modification to the Service made by anyone other than Optro or its authorized personnel; or (3) Customer's use of the Service not in accordance with the Documentation or the terms of this Agreement. If the Service, or parts thereof, become, or in Optro's reasonable opinion is likely to become, the subject of an infringement claim, Optro will have the option to, in its sole discretion: (i) obtain for Customer the right to continue using the Service; or (ii) replace or modify the relevant portion(s) of the Service so that they are no longer infringing. If neither of the foregoing options is reasonably and commercially practicable as determined by Optro, then Optro will have the right to terminate this Agreement and the applicable Order and Optro's sole liability, in addition to the indemnification obligations in this Section 8.1, will be to refund, on a prorated basis, any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination.

**8.2 Customer Indemnification.** Customer must defend Optro, and its Affiliates, officers, directors, and employees from and against any third-party Claim brought against Optro alleging that the use of: (1) Customer Data; or (2) data submitted by Customer, its Affiliates, or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's rights or Laws and Customer must indemnify and hold Optro harmless against any Loss arising from such third-party Claim.

**8.3 Conditions.** The indemnitor's obligations in Sections 8.1 and 8.2 are conditioned on the indemnitee: (1) giving prompt written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (2) giving the indemnitor sole control of the defense and settlement of the third-party Claim (although the indemnitor must not settle any third-party Claim unless it unconditionally releases indemnitee of all liability); and (3) providing to the indemnitor, at the indemnitor's cost, all reasonable requested assistance. Sections 8.1 through 8.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

## **9 LIMITATION OF LIABILITY.**

**9.1 EXCLUSIONS.** THE FOLLOWING EXCLUSIONS APPLY TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 9: (1) DAMAGES CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (2) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; AND (3) CUSTOMER'S PAYMENT OBLIGATIONS.

**9.2 GENERAL CAP.** IN NO EVENT WILL EITHER PARTY'S OR ANY OF ITS AFFILIATES', LICENSORS', OR SUBCONTRACTORS' AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE FEES ACTUALLY PAID TO OPTRO FOR THE APPLICABLE SERVICE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM.

**9.3 ENHANCED CAP.** NOTWITHSTANDING THE FOREGOING, EACH PARTY'S AGGREGATE LIABILITY FOR BREACH OF ITS CONFIDENTIALITY, SECURITY, AND/OR PRIVACY OBLIGATIONS UNDER THIS AGREEMENT WILL NOT EXCEED TWO TIMES (2X) THE FEES ACTUALLY PAID TO OPTRO UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE.

**9.4 INDIRECT DAMAGES.** IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, LICENSORS, OR SUBCONTRACTORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER

DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION 9 WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED OPTRO'S LOST PROFITS.

## 10 TERM AND TERMINATION.

- 10.1 Termination.** This Agreement will remain in full force and effect for so long as the parties maintain an active Order. Either party has the right to terminate this Agreement: (1) for a material breach by the other party that is not cured within 30 days of providing written notice to the breaching party of such material breach; or (2) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. If this Agreement is terminated, all Orders are simultaneously terminated and Customer must, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Section 10.3). For clarity, Customer will have the right to terminate the affected Service for an uncured breach of the Service Warranty pursuant to this Section 10.1(1).
- 10.2 Refund Upon Termination.** If Customer terminates this Agreement pursuant to Section 10.1, Optro must refund Customer, on a prorated basis, any prepaid Subscription Fees covering the remainder of the subscription term after the effective date of termination. If Optro terminates this Agreement pursuant to Section 10.1, Customer must pay any unpaid Subscription Fees covering the remainder of the term of all Orders after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay Fees payable to Optro for the period prior to the effective date of termination.
- 10.3 Retrieval of Customer Data.** Upon Customer's written request to Optro prior to expiration or termination of this Agreement, Optro must provide limited access to the Service solely for the purpose of retrieving Customer Data for 30 days from the effective date of termination or expiration so that it can be downloaded by Customer in the same format it was provided by Customer (the "Retrieval Period"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of this Agreement or the applicable Order) and subject to Optro's legal obligations, Optro will have no right or obligation to retain Customer Data and will, unless legally prohibited, delete Customer Data. Notwithstanding the foregoing, Optro is not required to remove copies of Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Optro must continue to protect the Customer Data in accordance with this Agreement.
- 10.4 Suspension.** During the applicable subscription term, Optro reserves the right to suspend Customer's access to an applicable Service in the event Optro reasonably determines such action is necessary to preserve the integrity or security of such Service; however, Optro must use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. In addition, Optro must use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.
- 10.5 Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, limitation of liability, privacy, and the "Miscellaneous" section in this Agreement.

## 11 MISCELLANEOUS.

- 11.1 Relationship of the Parties.** Optro is acting as an independent contractor in the performance of all services provided hereunder and no joint venture, partnership, employment, or agency relationship exists between Customer and Optro. To the extent any subcontractors are utilized by Optro in providing the Service, Optro is responsible for the full performance of the Service and for the acts or omissions of any subcontractor arising from, or relating to, the services performed by such subcontractor and for having appropriate written agreements in place with its subcontractors to enable Optro to meet its obligations under this Agreement. There are no third-party beneficiaries to this Agreement.
- 11.2 Entire Agreement.** This is the entire Agreement of the parties relating to this subject and it supersedes all other commitments, negotiations, and understandings. In the event of a conflict, the provisions of an Order will take precedence over provisions of this Agreement and over any other exhibit or attachment. Customer acknowledges it has had the opportunity to review all exhibits and attachments hereto. No waiver or modification of this Agreement will be valid unless in writing and signed by authorized signatories of both parties. This Agreement cannot be assigned without written consent of the non-assigning party. Notwithstanding the foregoing, either party has the right to assign this Agreement without the consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound in writing by all of the terms of this Agreement and all past due Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Customer must not require Optro to comply with additional contractual or policy requirements not already contained in this Agreement. Customer purchase orders are for administrative convenience only and Optro has the right to issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay in issuing a purchase order will not extend any payment due date. If a purchase order is required, Customer must send it by email to [accountsreceivable@optro.ai](mailto:accountsreceivable@optro.ai) 10 business days prior to the date the invoice is issued in order to be included on the related invoice.

- 11.3 Force Majeure.** Except for payment obligations, neither party will be liable to the other for any delays or failure in performance of any obligation under this Agreement caused by unforeseeable events beyond that party's reasonable control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. The party affected by the Force Majeure must identify the nature of the Force Majeure event, its expected duration, and the probable impact on the performance of the affected party's obligations.
- 11.4 Governing Law.** This Agreement is made in and shall be governed by the laws of the State of Delaware without reference to conflicts of laws. Any action arising under or related to this Agreement will be resolved in the state or federal courts (and the parties hereby consent to personal jurisdiction) in New Castle County, Delaware. Notwithstanding the foregoing, for any Customers registered in the United Kingdom, European Economic Area, or Canada, the country-specific provisions located in Appendix 1 replace or supplement the equivalent provisions of this Agreement depending on the following: (1) if Customer is executing its Order with Optro and is located in Canada then the "Canada" provisions apply; (2) if Customer is executing its Order with Optro and is located in the United Kingdom or European Economic Area then the "United Kingdom or European Economic Area" provisions apply. The prevailing party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- 11.5 Counterparts.** Multiple signature pages, signatures delivered via pdf copy or fax, and electronic signatures will all constitute originals and together constitute the same instrument.
- 11.6 Notice.** Unless expressly stated otherwise, a party providing notice under this Agreement must provide such notice in writing and notices will be deemed to have been given upon: (1) personal delivery; or (2) the 3<sup>rd</sup> business day after first class mailing. A party providing notice to Optro must send such notice to the address shown in the Order addressed to the attention of its Legal Department with a copy sent by email to legal@optro.ai. A party providing notice to Customer must send such notice to the address shown in the Order addressed to Customer's signatory of this Agreement. Each party has the right to modify its recipient of notices by providing notice pursuant to this Agreement.
- 11.7 Publicity.** Customer grants Optro the right to use Customer's name and/or logo in Optro's marketing materials and on its website.
- 11.8 Insurance.** During the subscription term, Optro will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A. M. Best rating of A- at the time of policy inception. Upon Customer's written request, Optro must provide a certificate of insurance evidencing the following coverages: (1) Workers' Compensation insurance prescribed by Law and Employers Liability insurance with limits of not less than \$1,000,000 per accident; (2) Commercial General Liability insurance including coverage for products liability and completed operations, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (3) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$5,000,000 per claim and in the aggregate.
- 11.9 Export.** Each party must comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer must not make the Service available to any person or entity that: (1) is located in a country that is subject to a U.S. government embargo; (2) is listed on any U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 11.10 Anti-Corruption.** Each party must: (1) comply with all anti-corruption Laws in relation to this Agreement; (2) not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) corruptly obtain or retain business, or direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party; (3) keep accurate books and records in relation to this Agreement; and (4) reasonably cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.
- 11.11 Severability; Interpretation.** If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, such provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and will not affect interpretation of this Agreement.
- 12 DEFINITIONS.** The following definitions apply in this Agreement:
- 12.1** "**Affiliate**" means with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. "Control", "controls", or "controlled" with respect to this definition of "Affiliate" means the ability to direct the management and policies of an entity through the ownership of more than 50% of the voting interest of the subject entity.
- 12.2** "**Agreement**" means this Subscription Agreement, the attached or executed exhibits, and any executed Order(s).
- 12.3** "**Optro**" means Optro, Inc., a Delaware corporation with a place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

- 12.4** "Audit Reports" means the most recently completed SOC2 audit reports and ISO 27001 Certifications or comparable industry-standard successor report prepared by Optro's independent third-party auditor.
- 12.5** "Authorized Parties" means Customer's or an Affiliate's User's and third-party providers who are authorized by Customer to access the Service and Customer Data: (1) in writing; (2) through the Service as a limited User; or (3) by system integration or other data exchange process to access the Service and Customer Data.
- 12.6** "Claim" means a claim, demand, lawsuit, or other legal proceeding brought against a party to this Agreement.
- 12.7** "Confidential Information" means: (1) any software utilized by Optro in the provision of the Service and its respective source code; (2) Customer Data; (3) each party's business or technical information, including, without limitation, the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the Discloser as "confidential" or "proprietary", or the Recipient knows or should reasonably know is confidential or proprietary given the nature of the information or the circumstances of the disclosure; and (4) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (i) is or becomes generally known to the public; (ii) was known to Recipient prior to disclosure by Discloser; (iii) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (iv) is received by Recipient from a third party who has the right to make such disclosure.
- 12.8** "Customer Data" means electronic data and information supplied by Customer or its Authorized Parties to the Service.
- 12.9** "Data Processing Addendum" or "DPA" means the Data Processing Addendum located at: <https://www.optro.ai/enterprise-agreements/>, which may be updated by Optro from time to time to comply with applicable data protection laws. No update will materially decrease Optro's obligations as a data processor under the DPA.
- 12.10** "Documentation" means Optro documents generally made available to customers that are intended to aid in the use and operation of the applicable Service, technical usage guides or guidelines, descriptions of the Service, including the Service's design and intended purpose, which may be updated by Optro from time to time in its sole discretion.
- 12.11** "Effective Date" means the Order Effective Date of the first Order between Customer and Optro.
- 12.12** "Improvements" means all improvements updates, enhancements, error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service (including verification thereof), and Documentation, as developed by Optro and made generally available for production use without a separate charge to Customers.
- 12.13** "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 12.14** "Law" means any local, state, national and/or foreign laws, treaties and/or regulations applicable to the respective party.
- 12.15** "Loss" means reasonable attorneys' fees and any damages or costs finally awarded by a court of competent jurisdiction or entered into in settlement of a Claim.
- 12.16** "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, agents, or programs.
- 12.17** "Order" means a written ordering document (including the applicable Service Specific Licensing Terms and the applicable Implementation SOW located at <https://www.optro.ai/enterprise-agreements/> expressly referencing this Agreement and signed by the parties hereto specifying the Service to be provided hereunder; an "active Order" is any Order that has not been terminated or expired.
- 12.18** "Security Policy" means Optro's Security Policy located at: <https://www.optro.ai/enterprise-agreements/>, which may be updated by Optro from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Policy during the subscription term.
- 12.19** "Service" means the services set forth in the applicable Order between Customer and Optro.
- 12.20** "SLA" means the Service Level Agreement located at: <https://www.optro.ai/enterprise-agreements/> and which may be updated by Optro from time to time.
- 12.21** "Subscription Fees" means the fees charged for the provision and use of the SaaS services.
- 12.22** "User" or "Users" means the Customer's, Affiliate's, or Authorized Party's employees, agents, consultants each: (1) who are under the direction or supervision of Customer's internal audit or compliance functions; and (2) who are authorized by Customer to use the Service and have been supplied User identifications and passwords by Customer (or by Optro at Customer's request). Customer and Affiliates must not transfer User accounts to another person except: (i) upon termination of User's employment; or (ii) no more than once every 12 months if the User changes roles and no longer needs access. A "Stakeholder" and "Core User" may be further defined in the applicable Service Specific Licensing Terms.

### Appendix 1

| Country of Customer's registered office  | Special Terms applicable to this Agreement if Customer's registered office is located in one of the countries listed below   |
|--|--|
| Canada                                   | <ul style="list-style-type: none"> <li>● <u>Governing Law.</u> This Agreement and all claims relating to or arising from this Agreement, are governed exclusively by the laws of the Province of Ontario, without regard to its conflicts of laws rules.</li> <li>● <u>Choice of Language.</u> The parties accept that the terms of this Agreement are drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.</li> <li>● <u>Section 12 – Definitions.</u> The following definition is added: “Gross Negligence” means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act, but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).</li> </ul> |
| United Kingdom or European Economic Area | <ul style="list-style-type: none"> <li>● <u>Governing Law.</u> This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.</li> </ul>  |