

SPRING LABS HOLDINGS, INC.

MASTER SERVICES AGREEMENT

WHEREAS, Spring Labs Holdings, Inc. ("**Spring Labs**" or "**Vendor**"), a Delaware corporation, with offices at 4054 Del Rey Ave, Suite 204, Marina Del Rey, CA 90292, and _____ with offices at _____ ("**Customer**") have entered into this Master Services Agreement (the "**Agreement**") for the access to and use of the Vendor's services hosted and/or provided by Vendor pursuant to one or more ordering documents, private offers, subscriptions, click through agreements, or procurement transactions (including transactions executed through AWS Marketplace), and as set forth below, subject to the Terms and Conditions, set forth herein and incorporated by reference.

For purchases executed through AWS Marketplace, the applicable AWS Marketplace private offer, subscription, or ordering documentation shall constitute an Order Form under this Agreement and shall be governed by the terms of this Agreement unless expressly agreed otherwise in writing by the parties.

NOW THEREFORE, in furtherance of the promises and consideration as set forth below, the parties agree as follows:

1. Vendor shall provide Customer with access to the software and services subject to the Terms and Conditions, set forth herein and incorporated herein by reference.
2. Customer shall have the right to access and use the software and services pursuant to the Terms and Conditions, set forth herein and incorporated herein by reference.
3. By signing below Customer and Vendor hereby represent that they have read and understand and accept and agree to be bound by the Terms & Conditions. All rights, title and interest in and to the software, services, and the intellectual property rights therein and thereto shall remain with Vendor or its licensors.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, accepted, or otherwise entered into by their duly authorized representatives as of the Effective Date, including through electronic signature, click acceptance, private offer acceptance, or other authorized procurement transaction documentation.

This Agreement consists of the attached Terms and Conditions and Schedule A., any applicable Order Form, private offer, AWS Marketplace transaction documentation, any documents expressly incorporated herein by reference, including the DPA

By: _____

Name: _____

Title: _____

Date: _____

SPRING LABS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Services

1.1 Provision of Services. During the term of this Agreement, so long as Customer complies with its obligations under this Agreement, Vendor will provide Customer a subscription to access the Zanko process automation engine, services, professional services, products in the manner and timeframe as set forth in any applicable ordering document ("**Order Form**") for Vendor's products or services (including the "Licensed Software" defined below) ordered by Customer for which Vendor has agreed to provide hereto (collectively, the "**Services**"), for the access by employees or agents of Customer ("**End Users**"), for Customer's own internal business purposes consistent with the terms of this Agreement. The Services will be provided remotely by Vendor via a web application portal and /or through a custom application program interface ("API") provided by Vendor. Specific locations, connections or other requirements may be specifically described in any applicable Order Form or subsequently added as New Services (as defined below). Vendor will (a) provide applicable standard support for the Services to Customer at no additional charge as set out in any applicable Order Form, and/or upgraded support if purchased, (b) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Vendor shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Vendor's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Vendor employees), Internet service provider failure or delay, Non-Vendor Application, or denial of service attack, and (c) provide the Services in accordance with laws and government regulations applicable to Vendor's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement.

1.2 New Services. If Customer requests Vendor to perform ongoing functions that are materially different from, or in addition to, the Services ("**New Services**"), Vendor may provide a written quote to Customer listing the charges for the requested subscription for New Services ("**New Services Fees**"). Customer may accept such quote within fifteen (15) days, and elect to have Vendor perform the New Services, and the charges under this Agreement will be adjusted to reflect the New Services Fees. If Customer so elects, the New Services will then be deemed part of the "Services" and will be subject to the provisions of this Agreement beginning on the date agreed to by the parties.

1.3 Proof of Concept Terms. Notwithstanding the absence of an Order Form, Vendor may provide Customer with limited access to the Services for a period of up to 60 days or as otherwise agreed by the parties (the "**POC Period**") solely for Customer's internal evaluation and testing purposes to assess the functionality and effectiveness of the Services (the "**POC**"). The POC is non-commercial and may not be used in a production environment or for any purpose other than evaluation. Access to the Services during the POC shall be subject to the terms and conditions of this Agreement, including but not limited to Sections on Confidentiality, Ownership, Restrictions, and Disclaimers. Vendor may suspend or terminate the POC at any time in its sole discretion. The POC is provided "as is" and without any warranties, express or implied. Neither party is obligated to enter into a commercial agreement following the POC, but the parties may execute an Order Form upon

mutual agreement. EXCEPT IN CONNECTION WITH THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF EITHER PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS) ARISING OUT OF OR RELATING TO THIS POC, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. VENDOR'S (INCLUDING ITS AFFILIATES' AND LICENSORS') AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS POC SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO VENDOR FOR THE POC, IF ANY.

2. Term and Termination

2.1 Term. The term of this Agreement shall be for (36) thirty-six months from the Effective Date (the "**Term**"). Payment obligations are non-cancelable and fees paid for services rendered are non-refundable, unless specifically state otherwise pursuant to this Agreement. Upon expiration of the Term, this Agreement will automatically renew for a successive renewal term for additional successive periods of time of equal to the Term, unless either party provides written notice of non-renewal at least 60 days prior to the end of the then current term.

2.2 Termination for Breach. If either party materially breaches this Agreement, the non-breaching party will have a right to terminate this Agreement, provided that, for breach capable of cure, the non-breaching party notifies the breaching party in writing of the breach, gives the breaching party 30 days to cure the breach, and the breach is not cured within the 30-day period. If Vendor terminates the Agreement for Customer's material breach, all fees set forth in such Agreement will be immediately due and payable.

2.3. Post Termination Access to Services. Upon termination or expiration of this Agreement, Customer's right to access and use the Services will terminate. Notwithstanding the foregoing, at Customer's request, if received within thirty (30) days of termination, Vendor will permit Customer to access the Services solely to the extent necessary for Customer to retrieve a file of Customer Data (as defined below) to the extent Vendor has any such Customer Data in its possession.

2.4. Post Termination Access Extension. Provided this Agreement is not terminated pursuant to Section 2.1 or Section 2.2 or early termination by Customer, Vendor will continue to provide Services to Customer on the date of termination, pursuant to Section 2.3 commencing on the date of termination of this Agreement and continuing thereafter for three (3) months (the "**Extension Access**"); further, the provision of these extended services shall require up prompt payment of three (3) months fees and charges covered by the Agreement. If mutually agreed upon by Vendor and Customer, each may agree in writing to extend the Extension Access.

3. Proprietary Rights and Licenses

3.1 Vendor's Ownership and Permission to Use Content.

3.1.1 Vendor hereby grants to Customer, for the Term of this Agreement, a limited, non-exclusive and non-transferable right to allow Customer or End Users to access and utilize the Services as outlined in the Agreement, including a non-transferable, non-sublicensable, limited license to use the Zanko software program,

including any documentation, user manuals or help files contained therein or provided therewith and in each case along with any modifications, updates, revisions or enhancements thereto, received by Customer from Vendor (the **"Licensed Software"**). Title and ownership of the Licensed Software and of all copyright, and other proprietary rights in the content of the Licensed Software, including without limitation, all design, fonts, media, text, printed materials, electronic documentation, updates, add-ons, web services and any other material that may be associated with the Licensed Software (all of which shall be included within the **"Licensed Software"**), remain with Vendor. The Licensed Software may be used by Customer only on an authorized device that Customer owns or controls and for which the Licensed Software is designed to operate, subject to any limitations on authorized devices communicated by Vendor and/or the operator of any application store through which the Licensed Software is downloaded. Vendor may terminate an End User or Customer's access to the Services and right to access and use the Services if Vendor, in its sole discretion, determines that the End User has exceeded authorized access to the Services or has taken any action that would be considered a violation of this Agreement or the terms of any schedule entered into by the parties. Each party acknowledges that Vendor owns the Services, including all rights related to or arising from the Services, the content and the information that Vendor provides through the Services, unless otherwise stated herein, (collectively, the **"Content"**). Subject to Section 3.2, and except for the subscription licenses granted in this Agreement, this Agreement does not confer to Customer any right of ownership in the Services. Customer acknowledges that subject to Section 3.2, and the Content (excluding Customer Information) are proprietary in nature and owned exclusively by Vendor and Customer may not assign, sell, distribute, lease, rent, sublicense, or transfer the Licensed Software (or any content therein) or this license or disclose the Licensed Software (or any content therein) to any other person. Except as otherwise expressly allowed in this Agreement, Customer and its End Users shall not use, distribute, sell, sublicense or disclose any of the Vendor intellectual property without written authorization of Vendor.

3.1.2 Except as otherwise expressly provided in this Agreement, no other license or right shall be deemed granted or implied with respect to the Vendor intellectual property.

3.1.3 Customer grants Vendor, its and any applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Vendor applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Vendor to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement.

3.1.4 Customer grants to Vendor a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Vendor's Services, including the POC.

3.1.5 Each party acknowledges that it owns exclusively all rights related to or arising from its Marks (as defined in below), and agrees that any use of the other party's Marks (to the extent permitted hereunder) will be solely for and will inure solely to Vendor's benefit. Except as otherwise expressly stated in this Agreement, nothing in this Agreement will be construed as conferring any license to the other party's Marks. **"Vendor's Marks"** means and includes all names, marks, brands, logos, designs, trade dress, slogans and

other designations Vendor uses in connection with its business, services and products.

3.1.6 The Vendor shall have the right to use the Customer's trademarks for the limited purpose of identifying Customer as a customer of the Vendor on the Vendor's website and in its marketing materials. All Customer Marks will remain the exclusive property of Customer.

3.1.7 Vendor may issue a press release concurrent with the execution of this Agreement announcing the Agreement; provided that, any such press release shall be subject to Customer's prior review and prior written approval, approval will not be unreasonably withheld.

3.2. Ownership of Customer Data.

3.2.1 All data that is provided by Customer in connection with the Services and which is proprietary to Customer will remain the property of Customer (**"Customer Data"**). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one party in the intellectual property rights of the other party. Vendor shall not acquire through the Agreement any ownership interest in any portions of Customer Data or Customer's Confidential Information as defined in section 8.

3.2.2 Customer consents and grants to Vendor a worldwide, non-exclusive license to use, reproduce, and prepare derivatives of the information that Customer provides or processes in connection with the Services (**"Customer Information"**). Vendor may access, use, process, reproduce, host, transmit, display, modify, and otherwise process Customer Information solely as necessary to provide, maintain, secure, support, monitor, improve, and operate the Services, comply with applicable law, enforce this Agreement, and prevent fraud, abuse, or security incidents. Vendor shall not use Customer Information, Customer Data, or Customer Confidential Information to train, retrain, fine tune, validate, or otherwise improve any generalized or non-customer-specific artificial intelligence or machine learning models, except solely with respect to aggregated and de-identified information that does not identify Customer or any individual and cannot reasonably be used to re-identify Customer, any individual, or Customer Data. Customer Information includes Customer Data. Customer acknowledges and agrees that in connection with the provision of the Service, Vendor may store, maintain and otherwise process Customer Information only on the Customer's behalf and subject to Customer instructions as necessary in connection with performing the Services. To the extent necessary to comply with applicable Data Protection Acts, including, but not limited to when Customer is a controller of data processed by Vendor, the Data Processing Addendum located at <https://www.springlabs.com/legal/aws-marketplace-dpa> (the **"DPA"**) is incorporated into and form part of this Agreement and shall apply to the processing of such data. By executing this Agreement, Customer and Vendor are deemed to have executed the DPA. In the event of a conflict between the DPA and this Agreement with respect to privacy, security, or data protection matters, the DPA shall control solely with respect to such matters.

3.2.3. Customer will be solely responsible for the accuracy, quality and content and legality of Customer Data, the means by which Customer Data is acquired and the transfer of Customer Data outside of the Services. Customer represents and warrants that it has all the rights necessary to provide Vendor with the Customer Data and to use and transmit such Customer Data in order to allow Vendor to provide the Services. Customer is responsible for

security of Customer Data that is stored on or by Customer or by Customer's configuration of the Services. Upon request, Vendor agrees to promptly delete Customer Data to extent Vendor has access to Customer Data.

4. Customer Conduct

4.1 Access. Customer shall require each of its End Users to agree to be bound by the terms of this Agreement to the extent they will be accessing and/or using the Services. Customer acknowledges and agrees that (i) Customer is responsible for ensuring that it has any and all rights and authorizations necessary to share the Customer Information with Vendor, and (ii) except as expressly provided for herein, Vendor shall have no liability to Customer, and Customer hereby releases Vendor from all liability, arising out of or relating to the use of the Services. The Customer shall be solely responsible for any loss, damage of any kind, and/or any cost or expense arising out of or related to the accidental or unauthorized destruction, loss, alteration, disclosure of, access to, exfiltration, or theft of the End User or Customer. Customer will only permit authorized End Users to access and use the Services. Customer is solely responsible for monitoring End Users' access to and use of the Services, and for any failure by any End User to comply with the Agreement; a failure to comply with the Agreement by an End User is a failure by Customer.

4.2 Compliance and Use Restrictions.

4.2.1 Customer will use the Services pursuant to and only for the purposes set forth in this Agreement. Customer will comply with all laws applicable to it in its performance under this Agreement ("**Applicable Laws**") including in providing Customer Data to Vendor in connection with the Services. For purposes of clarification, Customer shall not use the Services in any other manner than for internal purposes as outlined in this Agreement. Customer will not use, nor will Customer permit any End User to use, the Services for any unlawful purpose or in furtherance of any unlawful purpose. If Vendor has reasonable grounds to believe that Customer or any End User is using the Services for any improper purpose, Vendor may suspend or terminate the Services immediately upon notice to Customer; however, Vendor will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Any termination or suspension as a result of a breach of the terms in this agreement shall not relive Customer of their financial obligations under this Agreement

4.2.2 In accordance with the Applicable Laws, Vendor warrants, represents and covenants that, as of the Effective Date and at all times during the term of the Agreement, it and its affiliates, and their employees, agents, successors or assignees will at all times maintain appropriate administrative, technical and physical safeguards for all Customer Information and Confidential Information that it may receive from Customer. These safeguards will: (a) insure the confidentiality of Customer Information as may be required by this Agreement or applicable law and (b) protect against any anticipated threats or hazards to the security or integrity of such records.

4.2.3 Customer acknowledges (i) that Vendor is a service provider acting for the benefit of Customer in connection with performing the Services (ii) Vendor's collection, retention, use, disclosure or processing of Customer Information is for the sole purpose of providing services under this Agreement to Customer; and (iii)

Vendor shall not otherwise process Customer Information except as Customer instructs for the purpose subject to this Agreement.

4.3 Unauthorized Conduct.

4.3.1 Customer will not, directly or indirectly, transmit or permit End Users to transmit, directly or indirectly, to any of Vendor's servers any Unauthorized Code. "**Unauthorized Code**" means any virus, software program or segment of code, or other programming design, instruction, or routine that permits unauthorized access to any of Vendor's network, servers, data, computers or other hardware, or the Services and is intended to damage detrimentally interfere with, surreptitiously intercept, or expropriate any of the foregoing or any system, data, or personal information.

4.3.2 Customer will not (a) breach or attempt to breach the security of any network, servers, data, computers or other hardware or software relating to or used in connection with the Services or belonging to or used or leased by any other customer of Vendor or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other customer of Vendor or any third party.

4.3.3 Customer will not modify or tamper with the Services in any way. Furthermore, Customer will not, and will not permit any End User to, reproduce, copy, translate, modify, adapt, create derivative works from, distribute, transmit, transfer, republish, reverse engineer, decompile, or otherwise attempt to discover any object code, compile or attempt to compile any object code from any source code, or remove or delete any portion of the Services.

4.3.4 Neither party will remove or alter any of the other party's Marks, or co-brand its own products, services or material with the other party's Marks, without the other party's prior written consent. Neither party will incorporate any of the other party's Marks into its trademarks, service marks, Vendor names, Internet addresses, domain names, or any other similar designations, for use on or in connection with its business or any of its products, services or technologies.

4.3.5 For the purpose of and providing the best service to the Customer, Vendor may monitor, audit and review Customer's use of the Services to ensure compliance by Customer with the terms and conditions of this Agreement, including without limitation any usage, Applicable Laws (including applicable privacy and data security laws) and information security best practices. Vendor may also compile statistical and performance information provided such information does not incorporate Customer Data and Vendor shall retain all intellectual property rights in such information.

5. Fees and Payment Terms

5.1 Fee. Customer will pay Vendor the current fees as set forth on any applicable Order Form specifying the products and services to be provided with the fees commencing from the Effective Date of such Order Form.

5.2 Invoice and Payment Terms. Vendor will deliver to Customer invoices for the fees payable hereunder on an annual basis, unless specifically outlined differently in any applicable Order Form. All fees will be paid by the Customer within 30 days of invoice. Any payment not received by Vendor within 30 days of the date of receipt of the invoice will accrue interest at a rate of 1% per month, or the highest rate allowed by applicable law, whichever is lower. Failure to pay any amount(s) owed when due may also result in

suspension of the Services. Customer will bear and pay all taxes related to or arising from this Agreement, other than any income taxes of Vendor related thereto.

5.3 No Refunds and Cancellations. All fees are non-cancelable and nonrefundable. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer will be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on any invoice at time of invoice.

5.4. Taxes. Vendor's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Vendor has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Vendor will invoice Customer and Customer will pay that amount unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Vendor is solely responsible for taxes assessable against it based on its income, property and employees.

6. Representations and Warranties

6.1 Limited Warranty. Vendor warrants solely to Customer that: (a) it has developed, owns, or possesses all rights and interests in the Services necessary to enter into this Agreement, (b) it has full authority to execute and perform this Agreement, and (c) the execution and performance of this Agreement by Vendor will not violate any law or breach any other agreement known by Vendor. Customer acknowledges that Vendor may use third-party service providers in the performance of the Services, provided however that such third-party service providers have executed binding written agreements requiring confidentiality and data security obligations at least as restrictive as those in this Agreement.

6.2 Disclaimer of Warranties. **VENDOR PROVIDES THE SERVICES "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY TECHNICAL MALFUNCTION, TELECOMMUNICATION OR INTERNET OUTAGES OR PROBLEMS, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION BEYOND SUCH PARTY'S CONTROL OR ANY ACTS OF GOD, NATURE OR TERROR. NEITHER VENDOR NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURELY, OR VIRUS-FREE. NEITHER VENDOR NOR ITS SUPPLIERS, SHALL HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY THIRD PARTY DATA PROVIDED BY ANY SUPPLIER OF THE VENDOR.**

6.3. AI-Assisted Functionality Disclaimer. Certain Services may include artificial intelligence, machine learning, automation, or algorithmic functionality that generates suggested outputs, classifications, summaries, workflows, recommendations, or other content ("AI Outputs"). Customer acknowledges and agrees that AI Outputs are probabilistic in nature and may contain inaccuracies, omissions, or errors. Customer remains solely responsible for reviewing, validating, approving, and determining the

appropriateness of any AI Outputs, including for compliance, legal, regulatory, operational, underwriting, servicing, or customer-facing purposes. Vendor does not provide legal advice, compliance determinations, regulatory guarantees, or fiduciary services, and Customer shall not rely on the Services as a substitute for independent compliance, legal, operational, or regulatory review.

7. Limitation of Liability

7.1 EXCEPT FOR (I) A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR DATA PROTECTION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY, INCLUDING INDEMNITY, EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CUSTOMER TO VENDOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT VENDOR'S AGGREGATE LIABILITY ARISING FROM A BREACH OF ITS CONFIDENTIALITY OR DATA PROTECTION OBLIGATIONS SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER TO VENDOR UNDER THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD.

UNDER NO CIRCUMSTANCES WILL VENDOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. VENDOR WILL NOT BE LIABLE FOR ANY DELAY, LOSS OR DAMAGE ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTION OF ANY PERSON OTHER THAN ITSELF AND ITS EMPLOYEES.

The parties acknowledge that Vendor has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement. The parties acknowledge that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive termination of this Agreement and apply even if found to have failed of their essential purpose.

8. Confidential Information

8.1 As referred to herein, "**Confidential Information**" means all proprietary or non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information shall include: (1) the disclosing party's intellectual property; (2) Customer Information and other information deemed proprietary or confidential by the Disclosing Party; (3) any information protected under applicable law; (4) any record-bearing media containing or disclosing such information; or (5) information that would reasonably be deemed to be confidential or proprietary. The Receiving Party shall not directly or indirectly, at any time, without the prior written consent of the Disclosing Party, use or disclose the Confidential Information or any part thereof in a manner detrimental to the Disclosing Party or for any use other than as necessary for the performance of Receiving Party's obligations under this Agreement or as expressly permitted in this Agreement. For the purposes of this Agreement, Disclosing Party means the

party that discloses such Confidential Information to the Receiving Party. The Receiving Party means the party that receives such Confidential Information from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by its employees, agents and/or End Users, and by any other person to whom the Receiving Party has disclosed the Confidential Information to the same extent that the Receiving Party would be responsible to the Disclosing Party if the Receiving Party had breached this Agreement. Receiving Party agrees to and shall take all reasonable steps to protect the confidentiality of the Confidential Information

The term Confidential Information does not include information which:

- i. has been or becomes published and publicly available or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third-party;
- ii. prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party which can be verified with no obligations of confidentiality attached to it;
- iii. subsequent to disclosure hereunder, is lawfully received from a third-party having rights therein without obligations of confidentiality attached to it;
- iv. is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information which can be verified; or
- v. is disclosed pursuant to a requirement of a governmental entity, a court or administrative order, subpoena, summons, or other legal process.

If Receiving Party is requested by a court, governmental entity or through legal process to disclose any Confidential Information, it will, if legally permitted, promptly notify Disclosing Party to permit Disclosing Party to seek a protective order or take other appropriate action. Receiving Party will also reasonably cooperate with Disclosing Party in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information and shall only disclose the part of the Confidential Information as is required by law to be disclosed and Receiving Party will use its best efforts to obtain confidential treatment therefor.

Confidential Information shall not, without the prior written consent of the Disclosing Party, be disclosed to any person or entity other than employees, representatives or agents of Receiving Party ("Representatives") who need to know the Confidential Information and, in those instances, only to the extent justifiable by that need. The Receiving Party shall use reasonable efforts to ensure that all such entities and personnel comply with the terms of this Agreement. The Receiving Party shall be responsible for any unlawful disclosure of the Disclosing Party's Confidential Information by the Receiving Party's Representatives and by any other person to whom the Receiving Party has disclosed the Confidential Information, to the same extent that the Receiving Party would be responsible to the Disclosing Party under this Agreement.

Receiving Party acknowledges that, as between the parties, the Disclosing Party's Confidential Information is the exclusive property of and belongs solely to the Disclosing Party and shall not claim otherwise for any purpose.

The Receiving Party will return or destroy all Confidential Information in written or electronic form, including any copies made, upon termination of this Agreement or at the Disclosing Party's

request (provided that Vendor will not request the return of Confidential Information during the term of this Agreement that would impede Customer's use of the Services), whichever first occurs.

In addition to any other rights and remedies available to Disclosing Party hereunder or at law, Receiving Party acknowledges and agrees that due to the nature of the Confidential Information its confidentiality obligations to Disclosing Party hereunder are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to Disclosing Party for which there may be no adequate remedy in damages. Notwithstanding anything to the contrary in this Agreement, Disclosing Party will be entitled to seek injunctive relief, without the necessity of posting a bond or other security, even if otherwise normally required, and/or a decree for specific performance, and such further relief as may be proper from a court with competent jurisdiction.

9. Indemnification

9.1 (a) By Vendor. Vendor (the "**Indemnifying Party**") shall indemnify and hold harmless Customer and its officers, directors, employees, successors and assigns ("**Indemnified Parties**") from and against any losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Services, as provided by Vendor and used by Customer in accordance with this Agreement, infringe or misappropriate any valid United States copyright, trademark, or trade secret right of such third party. Vendor shall have no obligation to indemnify to the extent such claim arises from (i) Customer Data, (ii) Customer's use of the Services not in accordance with this Agreement or applicable law, (iii) modifications to the Services not made by Vendor, or (iv) combination of the Services with products, services, or technology not provided by Vendor. This Section sets forth Customer's sole and exclusive remedy and Vendor's entire liability with respect to any claim of intellectual property infringement or misappropriation.

(b) By Customer. Customer (the "**Indemnifying Party**") shall indemnify, defend and hold harmless Vendor and its officers, directors, employees, successors and assigns ("**Indemnified Parties**") from and against any losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of any third-party claim relating to (i) Customer Data, (ii) Customer's use of the Services in violation of this Agreement or applicable law, or (iii) Customer's violation of any third-party rights.

(c) Exclusions. The Indemnifying Party shall not be required under this section to defend, indemnify or hold harmless any Indemnified Parties for any damages resulting directly from any willful misconduct or gross negligence of such Indemnified Parties.

9.2 Remedies for Infringement. Should the Services, in Vendor's opinion, be likely to become the subject of any infringement claim, Vendor shall have the right, at its sole discretion and at its expense, to: (i) procure for Customer the right to continue using the Services, (ii) replace or modify the Services so they become non-infringing, or (iii) terminate this Agreement as a result of the alleged infringement.

9.3 Indemnification Procedures. If any third-party claim is commenced against an Indemnified Party, notice thereof shall be given to the Indemnifying Party as promptly as practicable (provided that the failure to promptly provide such notice shall only relieve the Indemnifying Party of its obligations hereunder to the extent it is materially prejudiced thereby). The Indemnified Party will reasonably cooperate, at the cost of the Indemnifying Party, in all

reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party will be entered into without the prior written consent of the Indemnified Party.

10. Miscellaneous

10.1 Dispute Resolution Process. Each party will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement or breach thereof, promptly by negotiations between representatives of the Parties at a mutually agreed upon time and place.

(1) Mediation: If the matter has not been resolved within thirty (30) days of the Parties first meeting, or if the Parties fail to meet within thirty (30) days of the date the dispute arises, the Parties will attempt in good faith to resolve the dispute or claim by mediation, either through a mediator mutually agreed upon by the Parties or through a mediation process administered by the American Arbitration Association ("AAA"). Any party may initiate mediation by sending written notice to the other party or by filing a submission to mediation with AAA. Any such mediation proceedings conducted by AAA will be conducted New York, NY, unless the Parties have mutually agreed to another location.

(2) Arbitration Procedures: If the matter has not been resolved within sixty (60) days of the initiation of the mediation process, or if any party fails to participate in the mediation, the controversy will be addressed by arbitration before AAA. Any party may initiate arbitration by filing a notice of arbitration or statement of claim with AAA. The arbitration will be conducted before a panel of three arbitrators (unless the Parties agree in writing to some other number) in accordance with the applicable arbitration body's practice. Except with respect to the interpretation and enforcement of these Arbitration Procedures (which will be governed by the Federal Arbitration Act), the arbitrator(s) will apply the laws of the state of Delaware (without giving effect to its choice of law principles). The arbitrator(s) will have no authority to award punitive, exemplary or other damages not based on a party's actual damages (and the Parties expressly waive their right to receive such damages).

(3) The arbitration will be conducted in New York, New York, unless the Parties mutually agree to another location. Judgment on the arbitrator(s)' award may be entered in any court having jurisdiction.

(4) The Parties will bear their own costs in both the mediation and the arbitration; however, the Parties will share the fees and expenses of both the mediators and arbitrators equally.

10.2 Notice. All notices, requests, demands and other communications hereunder must be in writing and will be deemed given (i) if delivered personally, on the date given; (ii) if delivered by a courier express delivery service, on the date of delivery; or (iii) if by certified or registered mail, postage prepaid, return receipt requested, three (3) days after mailing, (in each case) to the applicable party at the addresses set forth on the Agreement cover sheet, or at such other addresses as such party may designate by written notice in the manner foresaid given at least fifteen (15) days prior to the effective date of such change.

10.3 Force Majeure. Except for the obligation to pay sums due hereunder, neither party shall be responsible for delays or failures in performance of this Agreement, or damages caused by acts beyond its reasonable control, such as industrial disputes of whatever nature, extreme weather conditions, public enemies, acts of government, changes in government position, policy, law or regulation, fire, floods, epidemics, power outages, severe weather, quarantine restrictions, strikes, other casualty, terrorism or acts of war (declared or undeclared), provided that such delays, failures, or damages could not have been avoided or mitigated by the imposition of reasonable security, back-up or other measures. The existence of such causes shall justify extension of the time of performance to the extent reasonably necessary to enable such party to satisfy its obligation hereunder after the cause of delay or failure has been removed. If any such force majeure event (other than technical failures of or caused by a third party that has contracted or is in direct privity with Customer) prevents Vendor from performing its obligations under this Agreement for longer than thirty (30) consecutive days, Customer may, in addition to its other rights and remedies, terminate this Agreement without incurring any additional obligation to Vendor other than for services actually provided prior to such termination date. Termination under this section will not relieve Customer of its obligation to pay pro-rata for Services rendered prior to the date the event of force majeure arose. Vendor will make commercially reasonable efforts to re-establish Services as soon as possible in the event of a Force Majeure event.

10.4 Assignment. This Agreement shall not be assigned or transferred in whole or in part by either party without the prior written consent of the other party, provided that Vendor may assign this Agreement without prior written consent in connection with a public offering of its securities or in a sale of all or substantially all of its assets or business to which this Agreement relates or by way of merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void. This Agreement shall be binding upon and inure to the benefit of Customer and Vendor and their successors and permitted assigns.

10.5 Governing Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Delaware without reference to conflicts of laws principles.

10.6 Breach Notification. In the event Customer or Vendor receives notice of or learns about an actual breach of the security related to the Services that relates to the other party's loss of, and/or destruction, loss, alteration, disclosure of, access to, exfiltration, or theft of any Customer Information or Confidential Information ("Security Incident"), such party shall promptly notify the other party at the earliest opportunity and in no case later than seventy-two (72) hours upon becoming aware of such actual Security Incident. Notwithstanding anything contrary in this Section, Customer shall have no breach notification obligation for any breach unrelated to the Services and Customer Data.

10.7 Waiver of Breach. No waiver by either party of any breach of this Agreement will constitute a waiver of any other breach of the same or other provisions of this Agreement. No waiver by either party will be effective unless made in writing and signed by an authorized representative of that party.

10.8 Regulatory Inquiry. Customer shall immediately notify Vendor, and no later than twenty-four (24) hours after Customer receives notice of any inquiry, complaint, notice, disclosure request or other communication received from any supervisory authority, governmental body, regulatory agency, or individual relating to

either Vendor or Customer's use of the Services as it relates to Applicable Laws. Customer shall use commercially reasonable efforts to coordinate with Vendor regarding a response to any such inquiry, complaints, notice or other communication.

10.9 Entire Agreement; Severability. This Agreement, is the entire agreement of the parties, and supersedes all prior agreements and communications between the parties with respect to the subject matter hereof, and represents the complete integration of the parties' agreement. In interpreting and construing this Agreement, the fact that one party may have drafted this Agreement or any provision hereof shall not be given any weight or relevance, both parties having had an opportunity to review and negotiate the terms hereof. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired.

10.10 Interpretation and Priority of Documents. In the case of ambiguity, conflicts or inconsistencies between the terms of this Agreement, Schedule, Order Form, or Attachment hereto, this contract shall be resolved according to the following order of precedence (a) this Agreement, (b) the applicable addendum, and then (c) the applicable fully executed Order Form, unless a provision in any of the foregoing expressly modifies by reference a provision of higher precedence.

10.11 Authority; Counterparts. Customer's signature is by an authorized representative of Customer and constitutes Customer's acceptance of this Agreement and its agreement to be bound hereby. This Agreement may be executed and delivered by the parties in counterparts (each of which will be considered for all purposes an original) and by facsimile, electronic signature (i.e., DocuSign) or by e-mail transmission in PDF format, and when a

counterpart has been executed and delivered by each of the parties, by facsimile, electronic signature or e-mail in PDF format or otherwise, all such counterparts and facsimiles will together constitute one agreement.

10.12 Independent Contractors. Vendor and the Customer shall each act as independent contractors. Nothing in this Agreement shall be deemed to create or be construed as creating a joint venture or partnership between the parties.

10.13 Non-Solicitation. Customer agrees that during the term of this Agreement and for a period of twelve months after termination of this Agreement, Customer shall not solicit, discuss employment or consultancy, or hire for a position relating to the technology or activities actually provided to Customer, any employee of Vendor, without written authorization of Vendor. This subsection shall not apply to general solicitations, public job postings, or newspaper advertisements for employment opportunities.

10.14 Survival. Sections 3, 5 (to the extent any fees remain due and owing hereunder), 6.2, 7, 8, 9 and 10 will survive the expiration or earlier termination of this Agreement. Customer shall not be relieved of its obligation to pay any undisputed monies due or to become due as of or after the date of expiration or termination of this Agreement.

10.15. AWS Marketplace Transactions. Any Order Form, private offer, subscription, procurement transaction, or other purchase executed through AWS Marketplace shall constitute an Order Form under this Agreement and shall be governed by the terms and conditions of this Agreement unless expressly agreed otherwise in writing by the parties.

Schedule A

Services Availability Commitment

I. Services Availability

The Services will not be available during scheduled downtime. Scheduled outages for service updates, maintenance and upgrades in whole or in part ("**Scheduled Downtime**") will occur whenever possible during Non-Business Hours. "**Business Hours**" means 8 a.m. to 5 p.m. Pacific Time, Monday-Friday, excluding US national holidays. "**Non-Business Hours**" means all hours that are not Business Hours. Vendor will provide a minimum of twenty-four (24) hours advance notice to Customer in the event of any Scheduled Downtime. In certain circumstances, Vendor and Customer may agree that the minimum notice period can be less than twenty-four (24) hours days. Vendor will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime.

All times at which the Services are not available to Customer will be considered "**Excess Downtime**" except downtime caused by Permitted Occurrences. "**Permitted Occurrences**" means: (a) Scheduled Downtime; (c) failure caused by delay or interruption in telecommunications provided by Customer or by third party services outside the Spring Labs-controlled network; (d) failure caused by a Force Majeure event; (e) deficiencies or errors in the data feeds provided by Customer; or (f) failure of Customer to develop interfaces sufficient for the receipt of the Services. To the extent that Vendor's Services are not available to Customer due to Customer's intentional or willful misconduct in breach of the Agreement, such unavailability is not considered Excess Downtime.

"Service Availability" means any time, in any given month, in which there is no Excess Downtime.

Service Availability	Remedy
99.99% - 100%	0% credit (calculated out of the prorated annual fee for the month in which there was Excess Downtime)
99.51% - 99.98%	5% credit (calculated out of the prorated annual fee for the month in which there was Excess Downtime)
< 99.51%	10% credit (calculated out of the prorated annual fee for the month in which there was Excess Downtime)

II. Terms Applicable to Remedies

For Customer to be eligible for the remedy of a credit against the prorated annual fee, Customer must request the credit in a written request to Vendor submitted to support@springlabs.com within thirty (30) days after Customer experiences the Excess Downtime, and setting forth the dates and time of the failure. A failure to submit such credit request within such time period, time being of the essence, will constitute a waiver of such right. Any credit will be applied against the next applicable invoice, provided, however if there is a credit at the time of termination or expiration of the Agreement, Vendor shall pay the credits due to Customer hereunder no later than thirty (30) days after such termination or expiration.

The remedies stated in this Schedule A will be the sole remedy of Customer in the event of a failure to provide Service Availability as set forth on this Schedule A.

III. Support Services

Priority	Description	Response time	Target mitigation time
Priority 1	The Services are completely inaccessible.	Within four (4) hours of Customer reporting fault.	Within eight (8) hours of initial response.
Priority 2	Certain non-essential features of the Services are impaired while most major components of the Services remain functional.	Within twelve (12) hours of Customer reporting fault.	Within thirty (30) business days of initial response.
Priority 3	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within seventy-two (72) hours of Customer reporting fault.	When reasonably possible.