

## **MASTER SERVICE AGREEMENT**

This Master Service Agreement (the “MSA”) is made as of the date of last signed on the initial Order Form (the “Effective Date”) and is applicable to any signed Order Form (defined below) between Gnosis Companies Inc., a Delaware corporation, having a principal office at 997 Morrison Drive, Suite 304, Charleston, South Carolina 29403 (“GNOSIS”) and the customer identified on such signed Order Form (“Customer”) (each, an “Order Form” as defined below).

Each Order Form is governed by this MSA, and this MSA, along with any and all executed Order Forms and related Scope of Services, collectively constitute the “Agreement” between Gnosis Companies Inc., and Customer. Capitalized terms have the meanings ascribed to them throughout the MSA. GNOSIS and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

Any possible and mutually agreed upon revisions to this MSA will supersede and replace all prior MSA’s with respect to the subject matter herein upon signature by both GNOSIS and Customer.

### **WHEREAS**

- (a) GNOSIS is in the business of providing supply chain visibility and supply chain execution software via its Container Lifecycle Management® Platform, data and application programming interfaces (“API”) through the Marlo® container tracking engine, and other products or services commercially offered by GNOSIS.
- (b) Customer has provided GNOSIS with a signed Order Form and wishes to obtain access to GNOSIS’ Services.
- (c) GNOSIS wishes to provide the Services to Customer, each on the terms set forth in this Agreement.

**Accordingly**, GNOSIS and Customer agree as follows:

1. **Definitions.**

- (a) **“Agreement”** has the meaning set forth in the preamble.
- (b) **"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by GNOSIS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (c) **“API Client”** means the software that acts as the interface between Customer’s computer and the server, which is already developed or to be developed by Customer.
- (d) **“API Credential”** means any secure method of authentication, including but not limited to API keys, tokens, secure login information (such as email and

password), or any other authentication mechanism provided by GNOSIS to enable Customer access to the Services.

(e) **“API Documentation”** means the API documentation made available at <https://docs.gnosisfreight.com>.

(f) **“Authorized User”** means Customer's employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business (i) for whom access to the Services has been purchased hereunder, (ii) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement, and (iii) to whom Customer has supplied a user identification and password (for Services utilizing authentication); provided, however, that neither Customer nor its affiliate may grant Authorized User rights to any person employed or contracted by a third party that directly competes with GNOSIS, including, without limitation, any software and/or software-as-a-service provider, without GNOSIS' prior written consent.

(g) **“Confidential Information”** has the meaning set forth in Section 6.

(h) **“Customer”** means in the case of an individual accepting this Agreement on his or her behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement and affiliates of that company or entity (for so long as they remain affiliates) who have signed Order Forms and have received Documentation and the related Scope of Services from GNOSIS.

(i) **“Customer Applications”** means any applications developed by Customer to interact with the Services.

(j) **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through or for the purpose of the Services, excluding Aggregated Statistics, External Data, and Non-Gnosis Applications.

(k) **“Deliverables”** means the specific products, Services, modules, or other work product defined in the applicable Scope of Services that is to be created specifically for and delivered to Customer.

(l) **“Documentation”** includes all of GNOSIS's onboarding paperwork, including but not limited to, any manuals, MBL guides, and all other documents and materials provided by GNOSIS to Customer electronically (e-mail) following execution of a signed Order Form.

(m) **“External Data”** means information obtained by GNOSIS, excluding Customer Data, from publicly available sources or its third-party information providers and made available to Customer through and for the use of GNOSIS' Services.

- (n) **“Fees”** has the meaning set forth in Section 5(a).
- (o) **“GNOSIS IP”** means the Platform, Services, Scope of Services, any Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, GNOSIS IP includes Aggregated Statistics and any information, data, or other content derived from GNOSIS's monitoring of Customer's access to or use of the Services but does not include Customer Data and Non-GNOSIS Applications.
- (p) **“Losses”** has the meaning set forth in Section 11(a)(i).
- (q) **“Malicious Code”** means code, files, script, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.
- (r) **“Non-GNOSIS Application”** means a web-based, mobile, offline or other software application that interoperates with the Services, which is provided by Customer or a third party of Customer and/or listed on a marketplace. Non-GNOSIS Applications, other than those obtained or provided by Customer, will be identifiable as such in either the Documentation or Scope of Services, as applicable. For purposes of clarity, GNOSIS does not provide Non-GNOSIS Applications.
- (s) **“Notices”** has the meaning set forth in Section 13(b).
- (t) **“Order Form(s)”** means an ordering document or online order entered into between GNOSIS and Customer specifying, among other things, the Services to be rendered, billing procedure to be provided, and other terms as agreed to between the Parties, including any addenda or supplements thereto.
- (u) **“Platform”** has the meaning set forth in Section 2(c)(i).
- (v) **“Scope of Services”** means a document containing a detailed description of the Services to be provided, as applicable and outlined in each Order Form, of which governs Customer's access and use of GNOSIS' Services.
- (w) **“Services”** has the meaning set forth in Section 2(c).
- (x) **“Service Suspension”** has the meaning set forth in Section 2(g).
- (y) **“Scheduled Downtime”** means any maintenance on the equipment and Services that affects the uptime of GNOSIS, for which Customer is notified at least twenty-four (24) hours in advance.
- (z) **“Subscription Term”** has the meaning set forth in Section 12(b).
- (aa) **“Taxes”** has the meaning set forth in Section 5(d).

(bb) **“Testimonial”** means an endorsement, recommendation, or statement by Customer or Authorized User who is sharing a positive experience with GNOSIS’ Services.

(cc) **“Third-Party Claim”** has the meaning set forth in Section 11(a)(i).

(dd) **“Volume Allowance”** means the container volume Customer is permitted to consume (monthly or annually) during the Subscription Term as set forth in the applicable Order Form. A container is deemed “consumed” on the date it arrives at port of discharge, unless otherwise specified in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned upon Customer’s compliance with all terms and conditions of this Agreement, including, but not limited to, payment of Fees as set forth in Section 5, GNOSIS hereby grants Customer a revocable, non-exclusive, non-transferable (except in compliance with Section 13(i)) right to access the Services during the Subscription Term, solely for use by Authorized Users in accordance with the terms and conditions herein and identified in each Order Form and Scope of Services, for purposes described in the Order Form and Scope of Services. Such use is limited to Customer's internal use. GNOSIS will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Customer must keep its login information (including API Credentials) secure and such information must be used solely for accessing the Services.

(b) Services. During the Subscription Term (as defined below), Customer hereby subscribes to the following services as set forth in the applicable Order Form (collectively, the “Services”):

(i) Platform Services. Customer hereby subscribes to access the GNOSIS Platform described in each Order Form and in accordance with the Deliverables set forth in the applicable Scope of Services. Such access and use are limited to Customer’s internal business purposes. For purposes of the Agreement, “Platform” means GNOSIS’ cloud-based, online real-time supply chain Container Lifecycle Management® platform and mobile and/or device applications in which provides supply chain visibility and execution software solutions (to the extent identified in the related Scope of Services).

(ii) Data Services. GNOSIS will make available Customer Data and External Data to Customer through and for the use of the Services as described in each Order Form and related Scope of Services.

(iii) API Services. Customer hereby subscribes to access GNOSIS’ API as described in each Order Form and in accordance with the applicable Scope of Services. Such access and use are limited to Customer’s internal

business purposes.

(iv) Additional Subscriptions/Services. Services and access to the Platform as set forth in the applicable Scope of Services are purchased as Service subscriptions for the Subscription Term stated in the applicable Order Form. Additional subscriptions and/or Services that are not within the scope of the applicable Scope of Services may be purchased and added during a current Subscription Term (“Additional Subscriptions/Services”). Unless otherwise expressly agreed between the Parties, Customer acknowledges and agrees the purchase of Additional Subscriptions/Services during the initial Subscription Term will prompt an early renewal Subscription Term of Customer’s existing Services, and both Customer’s existing Services and the purchased Additional Subscriptions/Services will be coterminous in accordance with the renewal Subscription Term as set forth in Section 12(b). Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by GNOSIS regarding any future functionality or features.

(c) Use Restrictions. Customer is prohibited from:

(a) using or accessing the Services for any purpose beyond the scope of the access granted in this Agreement or as provided in the Documentation, and

(b) making any Service available to anyone other than Customer or its Authorized Users or use any Service for the benefit of anyone other than Customer. Customer must not at any time, directly or indirectly, and must not permit any Authorized Users to:

(i) copy, modify, or create derivative works of the Services or Documentation or any part, feature, function or user interface thereof, in whole or in part;

(ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Scope of Services or Documentation;

(iii) use the Service to store or transmit material that Customer knows or has reason to know is infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,

(iv) use the Service to store or transmit Malicious Code;

(v) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;

(vi) except to the extent permitted by applicable law, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to

derive or gain access to any software component of the Services or its related systems or networks, in whole or in part to:

- (1) build a competitive product or service,
  - (2) build a product or service using similar ideas, features, functions or graphics of the Service,
  - (3) copy any ideas, features, functions or graphics of the Service, or
  - (4) determine whether Services are within the scope of any patent;
  - (vii) combine or integrate any of the Services with any software, technology, services, or materials not authorized by GNOSIS;
  - (viii) attempt to cloak or conceal Customer or an Authorized User's identity or the identity of Customer Applications when requesting authorization to use the Services;
  - (ix) mispresent or mask either Customer or an Authorized User's identity or Customer's API Client's identity when accessing and/or using the Services;
  - (x) remove any proprietary and/or confidential notices or logos from GNOSIS IP, the Agreement or Documentation; or
  - (xi) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (d) Use Limits. GNOSIS may set and enforce reasonable limits on Customer's use of the API Services (e.g., reasonably limiting the number of API requests that Customer or an Authorized User may make and/or the number of Authorized Users Customer may serve), in GNOSIS' sole discretion.
- (e) Reservation of Rights. GNOSIS reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the GNOSIS IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, GNOSIS may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) GNOSIS reasonably determines that (A) there is or may be a threat or attack on any of GNOSIS IP; (B) Customer's or any Authorized User's use of GNOSIS IP disrupts or poses a security risk to GNOSIS IP or to any other customer of GNOSIS; (C) Customer, or any Authorized User, is using the GNOSIS IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) in GNOSIS' judgment, Customer threatens the security, integrity or availability of GNOSIS' Services; or (F) GNOSIS's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of GNOSIS has suspended or terminated GNOSIS's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(c)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). GNOSIS will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. GNOSIS will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. In the event of a Service Suspension under sub-paragraph (ii) above, Customer may be entitled to a refund for a portion in time in which GNOSIS is unable to provide Services as a result of a suspension suffered by GNOSIS. GNOSIS will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(g) Aggregated Statistics. GNOSIS keeps track of Service usage and performance data to better serve its customers and improve customer experience. Notwithstanding anything to the contrary in this Agreement, GNOSIS may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between GNOSIS and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GNOSIS. Customer acknowledges that GNOSIS may compile Aggregated Statistics based on analytics derived from both External Data and Customer Data as pertaining to Customer's use of the Services. Customer agrees that GNOSIS may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such use of Aggregated Statistics in sub-paragraph's (i) and (ii) neither identify nor can be deduced to identify Customer or Customer's Confidential Information.

### 3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without

limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer must use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and must cause Authorized Users to comply with such provisions.

(b) Customer Applications. If applicable, Customer agrees to monitor the use of Customer Applications for any activity that violates applicable laws, rules, and regulations, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Customer Applications from further use of Customer Applications. Customer agrees to provide a resource to users of Customer Applications to report abuse of Customer Applications. As between GNOSIS and Customer, Customer is responsible for all acts and omissions of Customer end users in connection with Customer Applications and use of the Services, if any. Customer agrees Customer is fully responsible for posting any privacy notices and obtaining any consents from Customer end users required under applicable laws, rules, and regulations, including those applying to personally identifiable information ("PII"). Customer must use commercially reasonable efforts to protect user information collected by Customer's API Client, including PII, from unauthorized access or use and will promptly report to Customer's users any unauthorized access or use of such information to the extent required by applicable law.

(c) Customer Success. At all times during the Subscription Term, Customer must provide cooperation and assistance as GNOSIS may reasonably request to enable GNOSIS to exercise its rights and perform its obligations under and in connection with this Agreement. GNOSIS is not responsible or liable for any delay or failure of performance caused in whole or part by Customer's failure or delay in providing MBL numbers, container numbers, and other relevant and specified data points as requested by GNOSIS to perform its obligations in accordance with the Scope of Services.

(d) Non-GNOSIS Applications. GNOSIS or third parties may make available third-party products or services, including, for example, Non-GNOSIS Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-GNOSIS provider, product or service is solely between Customer and the applicable Non-GNOSIS provider. GNOSIS does not warrant or support Non-GNOSIS Applications or other Non-GNOSIS products or services, whether or not they are designated by GNOSIS as "certified" or otherwise, unless expressly provided otherwise in an applicable Order Form. GNOSIS is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-GNOSIS Application or its provider.

(e) Removal of External Data and Non-GNOSIS Applications. If Customer receives notice that External Data or a Non-GNOSIS Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or similar



policies, Customer will promptly do so within thirty (30) days. If Customer does not take the required action, or if in GNOSIS' judgment, continued violation is likely to occur, GNOSIS may disable the applicable External Data or Service and/or Non-GNOSIS Application. If requested by GNOSIS, Customer must confirm such deletion and discontinuance of use in writing within thirty (30) days of such request and GNOSIS will be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if GNOSIS is required by any third-party rights holder to remove External Data or receives information that External Data provided to Customer may violate applicable law or third-party rights, GNOSIS may discontinue Customer's access to the External Data through the Services.

(f) Integration with Non-GNOSIS Applications. The Services may contain features designed to interoperate with Non-GNOSIS Applications. GNOSIS cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if, for example and without limitation, the provider of a Non-GNOSIS Application ceases to make the Non-GNOSIS Application available for interoperation with the corresponding Service features in a manner acceptable to GNOSIS.

(g) License by Customer to GNOSIS. Customer grants GNOSIS a worldwide, limited-term license to host, copy, use, transmit, and display any Non-GNOSIS 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 GNOSIS to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-GNOSIS Application with a Service, Customer grants GNOSIS permission to allow the Non-GNOSIS Application and its provider access to Customer Data and information about Customer's usage of the Non-GNOSIS Application as appropriate for the interoperation of that Non-GNOSIS Application with the Service. Subject to the limited licenses granted herein, GNOSIS acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-GNOSIS Application or such program code.

#### 4. GNOSIS Support.

(a) GNOSIS Support. The access rights granted hereunder entitle Customer to support for GNOSIS Services as described in the Scope of Services.

#### 5. Fees and Payment.

(a) Fees. Customer must pay GNOSIS the fees ("Fees") as set forth in any signed Order Forms. Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services purchased, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) the Volume Allowance as set forth in the applicable Order Form will not be decreased during the relevant Subscription Term.

(b) Invoicing and Payment. Customer must make all invoiced Fees payments

hereunder in US dollars. GNOSIS will invoice Customer in accordance with the relevant Subscription Term and billing frequency. Unless otherwise stated in the relevant Order Form, invoiced Fees are due net thirty (30) days from the invoice date. If Customer disputes any amounts invoiced, it must notify GNOSIS in writing on or before the payment due date. The Parties will negotiate in good faith to promptly resolve the dispute, following which all amounts due will become immediately payable. Customer is responsible for providing complete and accurate billing and contact information to GNOSIS and notifying GNOSIS of any changes to such information.

(c) Overdue Charges. If Customer fails to make any undisputed invoiced Fee payments when due, then upon reasonable notice to Customer and without limiting GNOSIS's other rights and remedies: (i) GNOSIS may charge interest on the past due amount at the rate of one and a half percent (1.5%) per month calculated daily and compounded monthly; (ii) Customer must reimburse GNOSIS for all reasonable costs incurred by GNOSIS in collecting any late invoiced Fee payments or interest, including attorneys' fees, court costs, and collection agency fees; (iii) if such failure continues for sixty (60) days or more, GNOSIS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full; and (iv) GNOSIS may condition future Service renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

(d) Taxes. GNOSIS' 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 or under any Order Form. If GNOSIS has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, GNOSIS will invoice Customer and Customer will pay the amount invoiced within thirty (30) days of the invoicing date, unless Customer provides GNOSIS with a valid tax exemption certificate authorized by the appropriate taxing authority. GNOSIS is solely responsible for taxes assessable against GNOSIS based on its income, property, and employees.

6. Confidential Information. During the Subscription Term, either Party may disclose or make available to the other Party information about its business affairs, products or services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information").

(a) Exceptions to Confidential Information. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

(b) Required Disclosures. The receiving Party must not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order must first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party must promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

(c) Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 7. Intellectual Property Ownership; Feedback.

(a) GNOSIS IP. Customer acknowledges that, as between Customer and GNOSIS, GNOSIS owns all right, title, and interest, including all intellectual property rights, in and to the GNOSIS IP (including all Feedback, updates, customizations, and/or modifications thereto). Customer must use commercially reasonable efforts to safeguard GNOSIS IP (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer must promptly notify GNOSIS in writing if Customer becomes aware of any infringement of any intellectual property rights in any of GNOSIS IP and will fully cooperate with GNOSIS in any legal action taken by GNOSIS to enforce the intellectual property rights.

(b) Customer Data. GNOSIS acknowledges that, as between GNOSIS and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to GNOSIS a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GNOSIS to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer, any Authorized Users, or any of its employees or

contractors sends or transmits any communications or materials to GNOSIS by mail, email, telephone, or otherwise, suggesting or recommending changes to the GNOSIS IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), GNOSIS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to GNOSIS on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and GNOSIS is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although GNOSIS is not required to use any Feedback.

8. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has all corporate authority to execute and perform the Agreement; (ii) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (iii) it will comply with all applicable laws and regulations in carrying out its responsibilities and exercising its rights hereunder; and (iv) it is not a party identified on any governmental or export exclusion list.

(b) By GNOSIS. GNOSIS represents and warrants that during the applicable Subscription Term it will:

(i) make the Services available to Customer pursuant to the applicable Order Form(s) and related Scope of Service, this MSA, and any related Documentation;

(ii) use commercially reasonable efforts to make the purchased Services available twenty-four (24) hours a day, seven (7) days a week, except for Scheduled Downtime or as a result of Section 13(c);

(iii) maintain legally competent administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of non-public Customer Data;

(iv) provide the Services in accordance with all applicable laws and governmental regulations applicable to GNOSIS' provision of its Services to its Customers without regard for Customer's particular use of the Services;

(v) not materially decrease the overall security or functionality of the Services; and

(c) By Customer. Customer represents and warrants it:

(i) has the right to provide GNOSIS with the Customer Data for the purposes described in the Order Form(s), Scope of Services, this MSA, and

Documentation and are responsible for the accuracy, quality and legality of Customer Data;

(ii) is and will continue to be responsible for all activities that occur under Customer accounts;

(iii) is and will continue to be responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-GNOSIS Applications with which Customer uses the Services;

(iv) is and will continue to be responsible for all Authorized User's compliance with the applicable Order Form(s), Scope of Services, this MSA, and Documentation;

(v) will use commercially reasonable efforts to prevent unauthorized control or tampering of any other unauthorized access to, or use of, the Service or the systems operated by or on behalf of Customer that capture, store or transmit Customer Data, and will notify GNOSIS within twenty-four (24) hours upon becoming aware of any such unauthorized use;

(vi) are and will continue to comply with all applicable laws (including laws regarding privacy and protection of consumer information) in using the Service; and

(vii) will use Services only in accordance with the applicable Order Form(s), Scope of Service, this MSA, Documentation and applicable laws and government regulations.

9. Limited Warranty and Warranty Disclaimer.

(a) GNOSIS warrants that the Services will conform in all material respects to the Scope of Services when accessed and used in accordance with the Scope of Services. GNOSIS does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified. THE FOREGOING WARRANTY DOES NOT APPLY, AND GNOSIS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY NON-GNOSIS APPLICATIONS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE GNOSIS IP IS PROVIDED "AS IS" AND GNOSIS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GNOSIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), GNOSIS

MAKES NO WARRANTY OF ANY KIND THAT THE GNOSIS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

(a) GNOSIS Indemnification.

(i) GNOSIS will indemnify and defend Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer solely resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies GNOSIS in writing of such Third-Party Claim no later than thirty (30) days, cooperates with GNOSIS, and allows GNOSIS sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit GNOSIS, at GNOSIS's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If GNOSIS determines that neither alternative is reasonably available, GNOSIS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and Customer may be entitled to a refund for any prepaid fees covering the remainder of the term of the terminated subscriptions.

(iii) This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GNOSIS or not authorized by GNOSIS in writing; (B) an Order Form for which there is no charge; (C) modifications to the Services not made by GNOSIS; (D) Customer Data; or (E) Non-GNOSIS Applications.

(b) Customer Indemnification.

(i) Customer must indemnify, hold harmless, and, at GNOSIS's option, defend GNOSIS from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the

Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GNOSIS or authorized by GNOSIS in writing; or (iv) modifications to the Services not made by GNOSIS, provided that Customer may not settle any Third-Party Claim against GNOSIS unless GNOSIS consents to such settlement, and further provided that GNOSIS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(ii) This Section 10(b) will not apply to the extent that the alleged infringement arises from: (A) GNOSIS' breach of this Agreement; or (B) GNOSIS' gross negligence or willful misconduct.

(c) Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND GNOSIS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL GNOSIS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GNOSIS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO GNOSIS UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term of Agreement. This Agreement commences on the Effective Date of the initial signed Order Form and continues until all subscriptions hereunder have expired or have been terminated.

(b) Subscription Term. The initial Subscription Term for each subscription will commence and expire in accordance with the start and end date set forth on the applicable Order Form, unless terminated earlier pursuant to this MSA's express provisions. Thereafter, each subscription will automatically renew for additional one (1) year periods (or for such longer period as may be set forth on a renewal Order Form executed by the Parties), unless either Party gives written notice to the other Party of its intention not to renew the subscription at least sixty (60) days prior to the expiration of the then-current term. The initial subscription term, plus any subsequent renewal subscription term, collectively, the "Subscription Term." Except as expressly provided in the applicable Order Form, renewals will be at GNOSIS' applicable price list in effect at the time of the applicable renewal.

(c) Business Review. Both Parties reserve the right, on an agreed upon date, to discuss adoption and performance of the Services during the Subscription Term.

(d) Termination. In addition to any other express termination right set forth in this Agreement:

(i) GNOSIS may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any undisputed amount when due hereunder, and such failure continues more than sixty (60) days after GNOSIS's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(d) or Section 6;

(ii) either Party may terminate this Agreement for cause, effective upon thirty (30) days written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(e) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer must immediately discontinue use of the GNOSIS IP and Services and, without limiting Customer's obligations under Section 6, Customer must delete, destroy, or return all copies of GNOSIS IP and certify in writing



to GNOSIS that GNOSIS IP has been deleted or destroyed. No expiration or termination, excluding Customer terminating for cause, will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(i) Export of Customer Data. Upon request by Customer made within thirty (30) days after expiration or termination of this Agreement, GNOSIS will make Customer Data available to Customer for export or download. After such thirty (30) days, GNOSIS will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

(f) Survival. This Section 12(f) and Sections 1, 5, 6, 7, 9(b), 10, 11, 12(e), and 13 survive any termination or expiration of this MSA. No other provisions of this MSA survive the expiration or earlier termination of the Agreement.

### 13. General Provisions.

(a) Entire Agreement. This MSA, along with all signed Order Forms, the related Scope of Services and all applicable Documentation constitutes the sole and entire agreement of the Parties with respect to the subject matter of this MSA and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this MSA, the related Order Form(s), and any Scope of Service and Documentation, the following order of precedence governs: (i) first, the applicable executed Order Form; (ii) this MSA; and (iii) third, any Scope of Service and any applicable Documentation.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the applicable Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event will GNOSIS be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond GNOSIS' reasonable control, including but not limited to acts of God, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, internet service provider failure or delay, denial of service attack, interruption of or delay

in transportation, unavailability of or interruption or delay in telecommunications, cyberattacks, or Non-GNOSIS Applications, failure of a Non-GNOSIS Application or passage of law or any action taken by a governmental or public authority, including imposing an embargo. A force majeure event will not include a party's financial inability to perform its obligations. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event. 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 caused by a force majeure event.

(d) Marketing Materials. Customer hereby grants GNOSIS a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, and display Customer's legal entity name and logo in connection with GNOSIS' promotion and marketing of its products and services. GNOSIS may request Customer to provide a Testimonial which may be distributed internally and externally by both GNOSIS and Customer, subject to Customer's written approval (email acceptable).

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by both Parties. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Updates. Customer acknowledges that GNOSIS may update or modify the Services and underlying software from time to time and at GNOSIS' sole discretion (in each instance, an "Update"), and may require Customer to obtain and use the most recent version of the Services and underlying software, provided the Update does not materially decrease the overall functionality and performance of Services. Customer is required to make any changes to Customer Applications that are required for the integration as a result of such Update at Customer's sole cost and expense. Customer's continued use of the Services following an Update constitutes binding acceptance of the Update.

(g) Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

(h) Severability. If any provision of this MSA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(j) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, of which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, either Party may assign this Agreement in its entirety without the other Party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, such other party may terminate this Agreement upon written notice. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(k) Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

(l) Export Compliance. The Services, External Data, other GNOSIS technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. GNOSIS and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use any Service or External Data in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

(m) Export Regulation. Both Parties must comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(n) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(o) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(d), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(p) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.