Version: September 23, 2022

Master Service Agreement

This Master Service Agreement (the "MSA") is applicable to any Order Form between Gnosis Companies, LLC, an Alabama limited liability company, having a principal office at 997 Morrison Drive, Suite 305, Charleston, South Carolina 29403 ("GNOSIS") and the customer identified on such Order Form (the "Customer") (each, an "Order Form"). Each Order Form shall be subject to 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, LLC, 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 software development and has created a container lifecycle management platform providing supply chain visibility and automation solutions.

(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.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, GNOSIS and Customer agree as follows:

1.   <u>Definitions</u>.

(a)   **"Agreement"** means this Master Service Agreement along with all signed Order Forms and the related Scope of Services.

(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)   **"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.

(d) **"Confidential Information"** has the meaning set forth in Section 6.

(e) **"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.

(f) **"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.

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

(h) **"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.

(i) **"Fees"** has the meaning set forth in Section 5(a).

(j) **"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.

(k) **"Gnotifications"** means proactive, customized notifications created by Customer to alert Customer when important events occur, such as, but not limited to, ETA, status, terminal and vessel changes.

(l) **"Losses"** has the meaning set forth in Section 11(a)(i).

(m) **"Malicious Code"** means code, files, script, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

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(n)   **"Minimum Quantity Commitment"** means an annual quantity of containers Customer has agreed to be billed for during the Term.

(o)   **"Non-GNOSIS Application"** means a web-based, mobile, offline or other software application that interoperates with a Service, which is provided by Customer or a third party and/or listed on a marketplace. Non-GNOSIS Applications, other than those obtained or provided by Customer, will be identifiable as such.

(p)   **"Notices"** has the meaning set forth in Section 13(b).

(q)   **"Onboarding Completion"** means the date in which GNOSIS provides subsequent written confirmation and approval (via email) with respect to Customer's written acceptance (via email) to GNOSIS stating there has been substantial delivery of the related Scope of Services.

(r)   **"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.

(s)   **"Platform"** has the meaning set forth in Section 2(c)(i).

(t)   **"Scope of Services"** means a document containing a detailed description of the Services to be provided as outlined in each Order Form of which governs Customer's access and use of GNOSIS' Services.

(u)   "**Services**" has the meaning set forth in Section 2(c).

(v)   **"Service Suspension"** has the meaning set forth in Section 2(g).

(w)   **"Taxes"** has the meaning set forth in Section 5(d).

(x)   **"Term"** has the meaning set forth in Section 12(b).

(y)   **"Testimonial"** means an endorsement, recommendation, or statement by Customer or Authorized User who is sharing a positive experience with GNOSIS' Services.

(z)   **"Third-Party Claim"** has the meaning set forth in Section 11(a)(i).

2.   Access and Use.

(a)   Provision of Access. Subject to the terms and conditions of this Agreement, GNOSIS hereby grants Customer a revocable, non-exclusive, non-transferable (except in compliance with Section 13(i)) right to access and use the Services during the 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

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described in the Order Form and Scope of Services. Such use is limited to Customer's internal use. GNOSIS shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) <u>Documentation and Scope of Services License</u>. Subject to the terms and conditions contained in this Agreement, GNOSIS hereby grants to Customer a revocable, non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(i)) license to use the Documentation and Scope of Services during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) <u>Services</u>. During the Term (as defined below), Customer hereby subscribes to the following services (collectively, the "Services"):

(i) <u>Platform Services</u>. Customer hereby subscribes to access the GNOSIS Platform described in each Order Form and in accordance with the 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 platform and mobile and/or device applications for container lifecycle management in which provides supply chain visibility and automation solutions (to the extent identified in the related Scope of Services).

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

(iii) <u>Additional Services.</u> Services and access to the Platform are purchased as Service subscriptions for the Term stated in the applicable Order Form. Additional subscriptions for Services may be added during a current subscription Term and any added subscriptions will terminate one (1) year from the date of the additional purchase, unless otherwise expressly agreed between GNOSIS and Customer. 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.

(d) <u>Use Restrictions</u>. 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 shall not at any time, directly or indirectly, and shall 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

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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; (iv) remove any proprietary and/or confidential notices from the Agreement or Documentation; or (v) 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.

(e)   Use Limits. Services are subject to a Minimum Quantity Commitment (hereinafter, "MQC") specified in the applicable Order Form(s). If Customer fails to meet an annual MQC, Customer will be charged at the end of the Term for any shortage of meeting the MQC in accordance with Section 5(b).

(f)   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.

(g)   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 shall 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 shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event

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giving rise to the Service Suspension is cured. 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.

(h)   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 GNOSIS Platform. 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 Aggregated Statistics 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 shall 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 shall cause Authorized Users to comply with such provisions.

(b)   Customer Success. At all times during the Term, Customer shall 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 their obligations in accordance with the Scope of Services.

(c)   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-

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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.

       (d)   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.

       (e)   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.

       (f)   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.   Service Levels and GNOSIS Support.

       (a)   Service Levels. Subject to the terms and conditions of this MSA and in the applicable signed Order Form, GNOSIS shall use commercially reasonable efforts to make the Services available in accordance with the Scope of Services.

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(b)   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 shall 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 and not based on actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) MQC's as set forth in the applicable Order Form will not be decreased during the relevant subscription Term.

(b)   Invoicing and Payment. Customer shall make all invoiced Fees payments hereunder in US dollars. GNOSIS will invoice Customer in accordance with the relevant Term. Unless otherwise stated in the relevant Order Form, invoiced Fees are due net thirty (30) days from the invoice date. 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 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 five percent (5%) per month calculated daily and compounded monthly; (ii) Customer shall 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 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

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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 shall 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 shall 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 shall 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).

(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,

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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 they 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) provide applicable GNOSIS support for the purchased Services pursuant to the Scope of Services; (iii) use commercially reasonable efforts to make the online purchased Services available twenty-four (24) hours a day, seven (7) days a week, except for planned downtime or as a result of Section 13(c); (iv) maintain legally competent administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of non-public Customer Data; (v) 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; (vi) not materially decrease the overall security or functionality of the Services; and (vii) the Services will perform materially in accordance with the applicable Order Form(s) and the related Scope of Services.

(c)   By Customer. Customer represents and warrants they (i) have 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) are and will continue to be responsible for all activities that occur under Customer accounts; (iii) are 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

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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) are 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; are and will continue to comply with all applicable laws (including laws regarding privacy and protection of consumer information) in using the Service; (vi) will use Services only in accordance with the applicable Order Form(s), Scope of Service, this MSA, Documentation and applicable laws and government regulations; and (vii) will comply with terms of service of any Customer-selected Non-GNOSIS Applications with which Customer uses Services.

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 in the Scope of Services. 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 shall indemnify and defend Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer 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. Customer shall 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.

(i)   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

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ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. <u>Limitations of Liability</u>. 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 GNOSIS 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 TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO GNOSIS UNDER THIS AGREEMENT IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. <u>Term and Termination</u>.

(a) <u>Term of Agreement.</u> 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) <u>Subscription Term</u>. Unless otherwise expressly agreed upon between GNOSIS and Customer, the initial subscription term begins on the first calendar day of the first full month of Services following Onboarding Completion and will continue for twelve (12) full consecutive months in accordance with the applicable Order Form, unless terminated earlier pursuant to this MSA's express provisions, (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement and each Order Form and related Scope of Services hereunder shall automatically renew for successive one (1)- year periods (each, a "Renewal Term") until such time as either Party provides written notice of non-renewal to the other Party no later than thirty (30) days before the last day of the Initial Term or then-current Renewal Term (the Initial Term and each Renewal Term, collectively, the "Term"). Except as expressly provided in the applicable Order Form, Renewal Term's will be at GNOSIS' applicable price list in effect at the time of the applicable renewal.

(c) <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

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(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(e) 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.

(d)   Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the GNOSIS IP and Services and, without limiting Customer's obligations under Section 6, Customer shall 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.

(e)   Survival. This Section 12(d) and Sections 1, 5, 6, 7, 9(b), 10, 11, 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.   Miscellaneous.

(a)   Entire Agreement. This MSA, along with all signed Order Forms and the related Scope of Services 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

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applicable executed Order Form; (ii) this MSA; and (iii) third, any Scope of Service and 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 on the first page of this Agreement (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), facsimile, or 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 shall 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, embargo, 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 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.

(d)   Marketing Materials. GNOSIS may list Customer's legal entity name and logo on GNOSIS' website and/or marketing materials. 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)   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.

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(g)   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 shall 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.

(h)   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama 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 Alabama. 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 Alabama, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(i)   Assignment. Customer may not 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 GNOSIS, of which consent shall not be unreasonably withheld, conditioned, or delayed. 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.

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

(k)   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.

(l)   Export Regulation. Customer shall 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.

(m)   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.

(n)   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(e), 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.

(o)   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.

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