USER AGREEMENT

This User Agreement (this "**Agreement**") is by and between Templum, Inc. ("**Templum**"), and each user ("**User**") to which Templum is providing access to the Platform Services (as defined below), and is effective as of the date User enters into this Agreement (the "**Effective Date**"). Templum and User may each be referred to as a "**Party**" and may be collectively referred to as "**Parties**."

BY CHECKING THE BOX INDICATING USER'S ASSENT TO THIS AGREEMENT OR BY USING THE PLATFORM SERVICES AT ANY TIME, USER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT. IF USER IS AN ENTITY, THE INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF SUCH USER REPRESENTS AND WARRANTS THAT HE, SHE OR THEY IS/ARE DULY AUTHORIZED TO ACT ON BEHALF OF AND LEGALLY BIND SUCH ENTITY.

THIS AGREEMENT MAY BE MODIFIED, SUPPLEMENTED OR OTHERWISE AMENDED BY TEMPLUM IN ITS DISCRETION AT ANY TIME, WHICH AMENDMENT SHALL BE EFFECTIVE UPON POSTING OF THE AMENDED AGREEMENT ON WWW.TEMPLUMINC.COM OR SUCH OTHER WEBSITE AS MAY BE DESIGNATED BY TEMPLUM FOR SUCH PURPOSE FROM TIME TO TIME (THE "**TEMPLUM SITE**"), OR ANY SUCH LATER DATE AS TEMPLUM NOTIFIES CLIENT. USER'S CONTINUED USE OF THE PLATFORM SERVICES FOLLOWING SUCH POSTING SHALL CONSTITUTE USER'S CONSENT TO THE AMENDED AGREEMENT.

1.   **Platform Services**

1.1   Master Agreement. On or prior to the Effective Date, Templum has entered into the Templum, Inc. Software Services Agreement (the "**Master Agreement**") with an issuer of private securities, financial technology firm, or such other services provider ("**Client**"), pursuant to which Client has authorized User to access and use such services facilitating the offering and sale of assets through electronic methods and any and all related documentation (including the Templum Documentation) and services as are made available to Client by Templum under the Master Agreement from time to time, as further described in the Master Agreement (collectively, the "**Platform Services**"). "**Templum Documentation**" means any and all guides, manuals and other documentation in any medium or form (including hard copy, electronic and digital forms) designed to provide instructions regarding the operation, maintenance and/or use of the Platform Services, as Templum may, in Templum's sole discretion, make available to Client or any of Client's users from time to time pursuant to the Master Agreement. If Client has opted for a "**Marketplace**" subscription to the Platform Services under the Master Agreement, Client has additionally authorized User to access and use all data relating to transactions effected by User, and/or other end users authorized by Client to use the Platform Services, via the Platform Services (collectively, "**Market Data**").

1.2   Grant of Right to Use Platform Services. Subject to the terms and conditions of this Agreement and the Master Agreement, Templum hereby grants to User, WITHOUT WARRANTY AND ON AN AS IS, AS AVAILABLE BASIS pursuant to **Section 6.2**, a limited, non-exclusive, revocable, non-sublicenseable, and non-transferable (except as permitted pursuant to **Section 15**), right, during the Term

(as defined below), to access and use the Platform Services in accordance with the then current Templum Documentation and all applicable laws and regulations.

1.3   Modification and Discontinuance of Platform Services.   Notwithstanding any other provision of this Agreement, User acknowledges and agrees that Templum may from time to time, in Templum's sole discretion and with or without notice to Client or User, implement modifications, enhancements, bug fixes, upgrades, updates, new versions and replacements to or of, and derivative works based on (collectively, "**Modifications**") of, and/or discontinue, any features or functionality of the Platform Services. Utilization of the Platform Services by User following the implementation of any such Modifications, discontinuations shall constitute User's acceptance thereof. An such Modifications made available to User by Templum shall be deemed "Platform Services" under this Agreement and shall be subject to the terms and conditions hereof.

1.4   Access Methods. Templum and/or Client may require assignment to User of one or more passwords, user IDs, encryption keys or other access methods necessary to access the Platform Services (collectively, "**Access Methods**"). As between Templum and User, User shall be fully responsible for maintaining the confidentiality and security of all such Access Methods, including by complying with any access and/or security procedures as Templum may establish from time to time, and for all activities that occur through the use of such Access Methods, whether or not such use is authorized by User or Client. If an Access Method is assigned to User, User expressly agrees not to access or attempt to access the Platform Services without such authorized Access Method.

2.   Maintenance and Support Services

Templum shall provide to User any such maintenance and support services with respect to the Platform Services as Templum has agreed in the Master Agreement to deliver to Client's users. Otherwise, Templum shall have no obligation under this Agreement to provide User any Modifications with respect to the Platform Services (or Third Party Services, as defined below) or to otherwise provide to User any maintenance services with respect to the Platform Services or any support services in regard to User's utilization thereof.

3.   Third Party Services

From time to time, in connection with the Platform Services, Client and Templum may agree upon use by Client of certain data services or other services accessible via the Platform Services but sourced by Templum from third parties (collectively, "**Third Party Services**," and Third Party Services together with the Platform Services and any other services provided by Templum under this Agreement, collectively, "**Services**"). User acknowledges and agrees that this Agreement and the rights of User to utilize any such Third Party Services are subject to compliance by Client and its users, including User, with any and all terms and conditions as the providers of such Third Party Services (such providers, "**Third Party Suppliers**") impose from time to time. User may be required to enter into separate contracts with Third Party Suppliers.   User acknowledges and agrees: (i) to comply with any such additional terms and conditions mandated by Third Party Suppliers; (ii) no such terms will expand Templum's obligations under this Agreement (or the Master Agreement); (iii) User is not entitled to draw any inferences by construing any the terms of one Third Party Supplier together with terms provided by another Third Party Supplier; and (iv) Templum may comply with any request by a Third Party Supplier to suspend or terminate the access by User to the applicable Third Party Services, for any reason, including if User fails to comply with

the applicable third party terms and, in the event of any such suspension or termination, Templum shall have no liability whatsoever to User with respect to such suspension or termination.

4. **Additional User Obligations**

4.1   Connectivity to Services. As between Templum and User, User shall be solely responsible for (i) all software, hardware, networks and other technology utilized by User to access any Services or to perform either User's obligations under this Agreement or Client's obligations under the Master Agreement (collectively, "**User Technology**"), (ii) any and all unavailability, malfunction, errors and failures thereof, and (iii) any and all damages, losses, costs and expenses associated therewith.

4.2   Acceptable Use Policy. User shall comply with Templum's then current Acceptable Use Policy posted on the Templum Site www.templuminc.com/legal/hub, as such Acceptable Use Policy may be amended from time to time by Templum in its sole discretion (the "**Acceptable Use Policy**"), which Acceptable Use Policy is hereby incorporated into this Agreement. User will be bound by any such amended Acceptable Use Policy upon posting of the amended Acceptable Use Policy on the Templum Site or any such later date of which Templum notifies Client.

4.3   Privacy Statement. Use of the Platform Services and any other Services delivered by Templum under this Agreement (other than Third Party Services) is subject to Templum's Privacy Statement posted on the Templum Site www.templuminc.com/legal/hub, as such Privacy Statement may be amended from time to time by Templum in its sole discretion (the "**Privacy Statement**"), which Privacy Statement is hereby incorporated into this Agreement. User will be bound by any amended Privacy Statement upon posting of the amended Privacy Statement on the Templum Site or such later date of which Templum notifies Client.

4.4   Personal Data. "**Personal Data**" means any information or set of information that identifies, relates to, describes, is capable of being associated with, or could be linked, directly or indirectly, with an identified or identifiable natural person ("**Data Subject**"), as well as any other information defined or treated by Applicable Privacy Law (as defined below) as personal information, and includes all information, data and other materials generated or derived therefrom, including any de-identified or aggregated data. Personal Data does not include de-identified or aggregated data or information. "**Applicable Privacy Law**" means any applicable constitution, law, statute, treaty, rule, regulation, directive, ordinance, order, code, interpretation, judgment, decree, injunction, permit, license, authorization, requirement, practice or decision of or agreement with or by any legislative, judicial, administrative, public, or other governmental authority.

4.5   EEA and UK Users. If User is a resident of the European Economic Area ("**EEA**") or United Kingdom ("**UK**"), (i) User agrees to the Global Data Protection Addendum posted on the Templum Site www.templuminc.com/legal/hub and (ii) such Global Data Protection Addendum is hereby incorporated into this Agreement.

4.6   User Data. Notwithstanding any other provision of this Agreement, as between Templum and User, User shall be solely responsible for any and all information, data, files, records and other materials as User inputs, uploads and/or transmits via the Platform Services (collectively, "**User Data**"), including (i) the quality and accuracy thereof, (ii) ensuring that use of User Data, including transmission and storage thereof, complies with this Agreement and all applicable laws and regulations, (iii) maintaining appropriate security and protection of all User Technology used by User to access and/or use any Services, and (iv) all other consequences of any submitting, importing, collection, copying, access,

Personal Data display, processing, publishing, storage, transmission, distribution and/or other uses of User Data under this Agreement. Without limiting the generality of the foregoing or any other provision of this Agreement, Templum shall have no responsibility to User or any other individual or entity for any (a) unauthorized disclosure or access to User Data as a result of any misuse of any Services by Client, User or any other Client users of the Services, or any employee, consultant, contractor or agent thereof, or loss or theft of any Access Methods, or (b) deletion, destruction, damage or loss of User Data caused by any act or omission of Client, User or any other Client users.

4.7 <u>Backups</u>. As between User and Templum, User is responsible for backing up and maintaining its back ups of User Data. Notwithstanding any other provision of this Agreement, Templum does not have any responsibility under this Agreement to back up User Data, or any liability to User for any loss, distortion, or other damage to any User Data that is not Personal Data.

4.8 <u>Notification</u>. User shall notify Templum immediately upon becoming aware of: (i) any and all actual or suspected unauthorized disclosures and/or uses of any Access Methods or Confidential Information (as defined below) and/or any thefts, losses or other breaches of security with respect to any Access Methods or Confidential Information, (ii) any actual or suspected unauthorized use or misuse of any Services, (iii) any actual or suspected infringement or other violation of any rights of Templum, its affiliates or any Third Party Suppliers, (iv) any other acts or omissions of any individual or entity which might jeopardize or prejudice the rights of Templum in any Services or threaten the security of any Services, and (v) any claim, demand, or cause of action brought against User or any other individual or entity, or any subpoena or other similar legal document served upon User or any other individual or entity, which relates to this Agreement or any Services. Notwithstanding the foregoing, except to the extent mandated by applicable laws or regulations, Templum shall not have any obligation hereunder to investigate, prosecute, or otherwise take any action in respect of any such violation of which it is notified by User.

4.9 <u>Suspension</u>. Notwithstanding any other provision of this Agreement, Templum shall have the right, in Templum's sole but commercially reasonable discretion, with or without notice to User, to suspend its delivery, to User, Client or other Client users, of the Platform Services, any and all Third Party Services, and other Services, in whole or in part, for any reason Templum deems commercially reasonable, including if: (i) Templum reasonably suspects User is in violation of any applicable laws or regulations and such violation presents potential legal, regulatory, or operational harm to Templum or any Templum affiliates; (ii) User breaches this Agreement, or Client otherwise breaches the Master Agreement in any material respect, and either such breach is not cured within thirty (30) days of receipt of notice of such breach to User or Client from Templum, or Templum reasonably believes such breach is incapable of cure; (iii) Templum has been requested to do so by any Third Party Supplier delivering Third Party Services to Client; and/or (iv) Templum reasonably determines that suspension is necessary to protect the Services or the rights and interests of Templum, any Templum affiliate, any Third Party Supplier, Client or any other customer of the Services. Neither Templum nor any Third Party Suppliers will have any liability to User for consequences of any such suspension.

5. **Term and Termination**

The term of this Agreement shall commence on the Effective Date and shall continue until the effective date of termination of this Agreement (the "**Term**"). Notwithstanding any other provision of this Agreement, this Agreement will terminate automatically, without notice or other requisite action by either Party, upon the effective date of termination of the Master Agreement. In addition, User may

terminate this Agreement at any time upon written notice to Templum, and Templum may, in its sole but commercially reasonable discretion, with or without notice to User, terminate this Agreement for any reason Templum deems commercially reasonable. Upon the effective date of termination of this Agreement, all rights granted to User will terminate, and User shall cease all access to and use of the Services. Templum shall have no obligation to User to retain copies of any User Data following the effective date of termination hereof, or to deliver any User Data to User or to Client. Promptly following the effective date of termination of this Agreement, User shall deliver to Templum any and all Confidential Information (as defined below) and other property of Templum. The rights and obligations of the Parties set forth in this Agreement which by their terms survive the termination of this Agreement shall remain in full force and effective beyond the effective date of termination hereof, including **Sections 4.6, 4.7, 4.8** and **5** through **17** (inclusive).

6.   Warranties and Disclaimers

6.1   Warranties. User hereby represents, warrants and covenants to Templum that: (i) to the extent applicable, User has the requisite power and authority, corporate and otherwise, and any and all requisite consents, permits and approvals, to execute and perform this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation of User, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law); (iii) User's execution and performance of its obligations hereunder will not violate any agreement or other obligation by which it is bound; (iv) User's performance of its obligations and exercise of its rights under this Agreement will not violate any applicable laws or regulations; and (v) User has all rights and permissions necessary to provide User Data, including Personal Data, to Templum, and to allow Templum to make use of the foregoing in accordance with this Agreement and the Master Agreement.

6.2   Disclaimers. ALL SERVICES (INCLUDING THE PLATFORM SERVICES AND ANY TEMPLUM DOCUMENTATION AND ANY AND ALL THIRD PARTY SERVICES) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND, TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAWS AND REGULATIONS, TEMPLUM MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, INCLUDING AS TO THE AVAILABILITY, SUITABILITY, OPERATION AND USE OF THE TEMPLUM PLATFORM, TEMPLUM DOCUMENTATION OR ANY SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, TEMPLUM DOES NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES WILL MEET THE REGULATORY OR LEGAL REQUIREMENTS OR OTHER NEEDS OR REQUIREMENTS OF CLIENT OR USER OR WILL BE ACCESSIBLE, AVAILABLE, UNINTERRUPTED, RELIABLE, SECURE OR FREE OF ERRORS, DEFECTS, COMPUTER VIRUSES, MALWARE, TIME BOMBS OR OTHER HARMFUL OR MALICIOUS COMPONENTS. ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE BY USER.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION OF THIS AGREEMENT, TEMPLUM DOES NOT REPRESENT OR WARRANT THAT ANY TERMS AND CONDITIONS OF ANY THIRD PARTY SUPPLIER MADE AVAILABLE BY TEMPLUM WILL BE ACCURATE, COMPLETE OR CURRENT, AND UNDER NO CIRCUMSTANCES

SHALL TEMPLUM BE RESPONSIBLE FOR ANY USER DATA, USER TECHNOLOGY, THIRD PARTY SERVICES, OR ANY OTHER INFORMATION, DATA OR MATERIALS MADE AVAILABLE TO TEMPLUM OR TEMPLUM PERSONNEL BY CLIENT, USER OR ANY OTHER CLIENT USERS (COLLECTIVELY, "**CLIENT MATERIALS**"), OR THE AVAILABILITY, ACCURACY, CURRENCY, COMPLETENESS, PRIVACY, CONFIDENTIALITY, RELIABILITY, SAFETY, LEGALITY, USEFULNESS OR SECURITY THEREOF OR ANY USE OF, RELIANCE ON OR INABILITY TO USE ANY CLIENT MATERIALS OR THIRD PARTY SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USER AGREES THAT IF TEMPLUM MAKES AVAILABLE ANY THIRD PARTY SERVICES, SUCH ACTION DOES NOT CONSTITUTE AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP OR AFFILIATION BY TEMPLUM TO THE APPLICABLE THIRD PARTY SUPPLIER OR SUCH THIRD PARTY SERVICES, AND USER'S ACCESS TO AND USE OF SUCH THIRD PARTY SERVICES IS AT USER'S OWN RISK.

USER ADDITIONALLY, EXPRESSLY ACKNOWLEDGES THAT (i) USE OF THE SERVICES COULD RESULT IN THE LOSS OF CURRENCY AND THE LOSS, DISTORTION, MODIFICATION, AND/OR CORRUPTION OF USER DATA AND OTHER CLIENT MATERIALS, AND/OR DAMAGE TO USER TECHNOLOGY, AND (ii) NONE OF THE TEMPLUM PLATFORM, TEMPLUM DOCUMENTATION, THIRD PARTY SERVICES, OR OTHER SERVICES, CONSTITUTE, OR ARE INTENDED TO CONSTITUTE OR BE A SUBSTITUTE FOR, ANY ACCOUNTING, TAX, LEGAL, COMPLIANCE OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL SERVICES, OF ANY KIND.

USE OF THE PLATFORM SERVICES MAY SUBJECT CLIENT AND/OR USER TO THE JURISDICTION OF GOVERNMENTAL AUTHORITIES AND REQUIRE COMPLIANCE WITH FINANCIAL LAWS AND REGULATIONS. USER EXPRESSLY ACKNOWLEDGES THAT, AS BETWEEN USER AND TEMPLUM, IT IS INCUMBENT UPON USER, NOT TEMPLUM, TO ASSESS USER'S COMPLIANCE OBLIGATIONS, TO DETERMINE WHETHER USE OF THE PLATFORM SERVICES WILL MEET THOSE OBLIGATIONS, AND TO COMPLY WITH SUCH OBLIGATIONS.

7. **Confidentiality**

7.1 Confidential Information. Except as otherwise described in this Agreement, each Party shall treat as strictly confidential all confidential or proprietary information, data and materials of the other Party and any of its affiliates, including all technical information, know-how, processes, procedures, inventions, marketing plans, business plans and other information, data and materials it receives from, or is given access to by, the other Party under this Agreement in any form, media or manner, including orally, electronically or in writing (collectively, "**Confidential Information**"), using at least the same degree of care it employs to protect its own confidential information, and in no event with less than commercially reasonable care. Without limiting the generality of the foregoing, Confidential Information of Templum shall include all non-public information contained within or otherwise relating to the Templum Platform, any Templum Documentation, and other aspects of the Services (excluding User Data and other Client Data). "**Client Data**" means User Data and any and all other information, data, files, records and other materials (including Personal Data) as other Client users input, upload and/or transmit via the Platform Services. Notwithstanding the foregoing, Confidential Information will not include information, data or materials that (i) the receiving Party can demonstrate were independently developed thereby without use of or referral to any confidential information of the other Party; (ii) the receiving Party can demonstrate were lawfully received on a non-confidential basis from another source with the right to furnish such information, and other than as a result of its relationship with the receiving Party; or (iii) are or become generally available to the public other than as a result of the direct or indirect acts of the receiving Party or any of its employees, contractors, agents or representatives.

7.2   Non-Disclosure and Non-Use. The receiving Party shall not, directly or indirectly, (i) use the Confidential Information for any purpose other than the performance of its obligations, or exercise of its rights expressly granted, under this Agreement, or (ii) divulge any Confidential Information, without the other Party's prior written consent, to any Person other than (a) those employees, contractors, agents and representatives of the receiving Party who need to know such Confidential Information to perform any of the receiving Party's obligations or exercise any of its rights under this Agreement and (b) legal counsel and auditors of the receiving Party who are subject to confidentiality obligations no less stringent than those set forth in this Agreement. Each Party shall be responsible for compliance with all applicable terms of this Section 7 by all such individuals and entities to whom it permits access to the disclosing Party's Confidential Information.

7.3   Mandated Disclosure. Notwithstanding the foregoing, in the event disclosure of any Confidential Information is mandated or requested by applicable laws or regulations, or by an order of a court or governmental authority, each of competent jurisdiction, then (i) if not so prohibited by an order of a court or governmental authority of competent jurisdiction, the receiving Party shall promptly notify the other Party of such requirement, (ii) if so requested by the other Party, the receiving Party shall use good faith efforts, in consultation with the other Party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (iii) the receiving Party shall furnish only that portion of the Confidential Information required to be disclosed.

7.4   Acknowledgement.   USER ACKNOWLEDGES AND AGREES THAT (i) INTERNET TRANSMISSION AND CLOUD STORAGE OF DATA THROUGH THE USE OF THIRD PARTY PROVIDERS OR CONTRACTORS CARRIES INHERENT RISKS AND (ii) TEMPLUM'S COMPLIANCE WITH ITS OBLIGATIONS UNDER THIS SECTION 7 DOES NOT CONSTITUTE A GUARANTEE AGAINST SUCH RISKS.

8.   Proprietary Rights

8.1   User Property. As between Templum and User, all rights, title and interest in and to all User Data and Confidential Information of User, together with all intellectual property in or to the foregoing (collectively, "**User Property**"), shall be and remain vested in User. User hereby grants to Templum a non-exclusive, royalty-free, fully paid-up, worldwide right and license, during the Term, to (i) access, collect, copy, process, store and otherwise use all User Property, solely for purposes of performing the Services and otherwise performing Templum's obligations and exercising its rights under this Agreement and the Master Agreement, and (ii) sublicense to other Client users the right to use User Data, as permitted in connection with the Templum Services. Client hereby further grants to Templum a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable right and license to: (i) process the User Data for User to use the Platform Services, which may include processing Personal Data for know your customer or anti-money laundering purposes; (ii) combine User Data (excluding any Personal Data contained within) with data of other users of the Platform Services in a manner that prevents such User Data from being readily identified as being from or related to User; and (iii) use and exploit commercially any such anonymized, aggregated User Data in any manner or media as Templum may desire.

8.2   Templum Property.

8.2.1   Description. Subject to the limited rights expressly granted to Client and Users in this Agreement and the Master Agreement, as between Templum and User (and Client), all rights, title and interest in and to: all Confidential Information of Templum; the Templum Platform; any and all Templum Documentation; the

Templum Services; Technical Data (as defined in **Section 8.2.3** below); Market Data; all other information, data, materials and other content (other than Client Data and other Client Materials) displayed via or otherwise contained in or made available by Templum in connection with the Templum Services; all other software, hardware, networks and other technology, technology services and other resources used by or on behalf of Templum to provide any Templum Services; any and all Modifications of any of the foregoing; and all intellectual property associated therewith (collectively, "**Templum Property**"), shall be and remain vested in Templum or its licensors or suppliers. All rights in the Templum Property not expressly granted to Client under this Agreement are hereby reserved by Templum or its licensors or suppliers, as applicable, and User acknowledges the exclusive ownership of the Templum Property thereby. User shall not at any time, directly or indirectly, (i) make any claim of ownership in or to any Templum Property, (ii) apply to register any Templum Property in any jurisdiction or (iii) otherwise do or cause to be done any act contesting or in any way impairing any of the rights, title or interest of Templum or its licensors or suppliers in or to any Templum Property. User specifically acknowledges that the permitted use of Templum Property under this Agreement will not vest in User any rights, title or interest in the Templum Property other than the limited rights expressly set forth in this Agreement and the Master Agreement. Without limiting the foregoing, no provision of this Agreement shall be construed as granting to User a license to, any right to access, or any other right in, the source code of the Templum Platform.

8.2.2   <u>Feedback</u>. In the event User provides to Templum any suggestions, ideas, comments or other feedback with respect to the Templum Platform and/or any Templum Services (collectively, "**Feedback**"), User hereby irrevocably and unconditionally assigns to Templum, and irrevocably and unconditionally waives, any and all rights, title and interest that User may have with respect thereto in any and all media, languages, and jurisdictions throughout the world, now known or hereafter devised, including all intellectual property therein, and acknowledges that Templum may utilize such Feedback in any manner, media and territory worldwide as Templum may, in its sole discretion, determine. To the extent any such rights, title or interest in any Feedback cannot be assigned to Templum by User under applicable laws, User hereby grants to Templum a perpetual, exclusive, royalty-free, fully paid-up, freely transferable, irrevocable, worldwide, license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest in any manner and media now known or hereinafter devised. To the extent any of the rights, title and interest in and to any Feedback cannot, under applicable laws, be assigned or licensed to Templum by User as set forth above, User irrevocably waives and covenants never to sue or otherwise assert, in any manner, forum or jurisdiction, any such non-assignable and non-licensable rights, title and interest against Templum, any Affiliates of Templum, any successors in interest or assignees of Templum, or other persons.

8.2.3   <u>Technical Data</u>. Subject to Templum's obligations under **Section 7** above, Templum may collect and analyze certain data and information related to use of

the Services by User (and Client and its other users), including data and information relating to the performance of the Services (collectively, "**Technical Data**"); provided that Technical Data will not contain any Personal Data. As between Templum and User, Templum exclusively owns all Technical Data and may retain, disclose and otherwise use Technical Data, and permit all Templum Affiliates to use Technical Data, (i) to deliver the Services and otherwise perform Templum's obligations and exercise its rights under this Agreement, (ii) to operate, maintain and improve the Services, and (iii) solely in an anonymized and/or aggregated manner, for such business purposes as Templum or its Affiliates respectively deem appropriate, including combining Technical Data with other data for Templum's regulatory, reporting, planning, development, promotional, commercial and business purposes. For clarity, Technical Data shall not be considered User Data.

8.2.4   Market Data. Subject to Templum's obligations under **Section 7** above, all Market Data will, as between Templum and User, be owned exclusively by Templum; provided that Templum shall not publicly disclose any Market Data except in an anonymized and/or aggregated manner, for such business purposes as Templum or its affiliates respectively deem appropriate, including combining Market Data with other data for Templum's regulatory, reporting, planning, development, promotional, commercial and business purposes. For clarity, Market Data shall not be considered User Data.

9.   Remedies

User shall indemnify, reimburse, and hold Templum, or any of its affiliates, licensors or suppliers (including any Third Party Suppliers). Or any of the members, partners, directors, officers, employees, agents and representatives of Templum or any of its affiliates, licensors or suppliers (collectively, the "**Templum Parties**") harmless from and against all costs, expenses, damages, losses, and other liabilities of any nature whatsoever, including reasonable attorneys fees and court costs incurred or suffered by such Templum Parties (collectively, "**Losses**"), arising out of, or in connection with, any claim, demand, investigation, proceeding, or cause of action (each, a "**Claim**") based upon or arising out of (i) use by User of the Platform Services (or any portion thereof) or any other Services provided to User; (ii) User's breach of this Agreement; (iii) the negligence, gross negligence, fraud or willful misconduct of User or any other person accessing the Platform Services provided to User under User's Access Methods; (iv) any User Data; and/or (v) any allegations made by any governmental authorities relating in any way to the business of User. Notwithstanding the foregoing, User will have no obligation under the immediately prior sentence if and to the extent any Loss arises from the gross negligence, fraud or willful misconduct of Templum. Without limiting the foregoing, User shall not, without the prior written consent of Templum, agree to any judgment or enter into any settlement or other compromise of any Claim that adversely affects the interests of Templum or any of Templum's Suppliers. User acknowledges and agrees that its violation of any of its obligations or any of Templum's rights under this Agreement would cause irreparable harm to Templum, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach of this Agreement by User, Templum shall be entitled to injunctive and other equitable relief, without the necessity of proving monetary damages or posting a bond or other security. Any such equitable relief granted shall be without prejudice to any other rights and remedies as Templum may have under this Agreement.

10.   Limitation of Liability

10.1   General Exclusion. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL TEMPLUM OR ANY OTHER TEMPLUM PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION AND THE LIKE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY USER AGREEMENT, OR ANY USE OF (WHETHER OR NOT AUTHORIZED), ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE TEMPLUM PLATFORM, ANY TEMPLUM DOCUMENTATION, OR ANY SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE AND/OR ANY TEMPLUM PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT SPECIFICALLY AGREES THAT NO TEMPLUM PARTIES ARE LIABLE FOR ANY USER DATA, USER TECHNOLOGY, CLIENT DATA OR OTHER CLIENT MATERIALS, OR THIRD PARTY SERVICES, OR THE ACCURACY, CURRENCY, COMPLETENESS, PRIVACY, CONFIDENTIALITY OR SECURITY THEREOF OR FOR ANY USES OF OR OTHER ACTS OR OMISSIONS OF CLIENT, USER OR ANY OTHER CLIENT USERS WITH RESPECT TO ANY USER DATA, USER TECHNOLOGY, CLIENT DATA, OTHER CLIENT MATERIALS, OR THIRD PARTY SERVICES. SUCH LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.2   Monetary Cap. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IF ANY TEMPLUM PARTIES ARE HELD LIABLE FOR ANY REASON ARISING FROM OR RELATED TO THIS AGREEMENT, THE AGGREGATE LIABILITY OF THE TEMPLUM PARTIES SHALL NOT EXCEED THE TOTAL FEES PAID TO TEMPLUM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EARLIEST ACT OR OMISSION OF TEMPLUM GIVING RISE TO SUCH LIABILITY. USER WAIVES ALL OTHER REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE UNDER THE LAWS OF ANY JURISDICTION.

10.3   Exclusions. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS **SECTION 10** SHALL NOT APPLY TO ANY LIABILITY ARISING FROM TEMPLUM'S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE.

10.4   Time Bar. USER AGREES THAT ANY CAUSES OF ACTION BY USER RELATED IN ANY WAY TO THIS AGREEMENT OR THE TEMPLUM PLATFORM, ANY TEMPLUM DOCUMENTATION OR ANY SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR SHALL, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS, BE PERMANENTLY BARRED.

10.5   Covenant Not to Sue. NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, USER HEREBY IRREVOCABLY COVENANTS TO REFRAIN FROM ASSERTING, AND HEREBY IRREVOCABLY WAIVES, ANY CLAIM, OR COMMENCING, INSTITUTING OR CAUSING TO BE COMMENCED, ANY ACTION OF ANY KIND ON BEHALF OF ITSELF OR IN A REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS, AGAINST ANY TEMPLUM PARTIES, ARISING OUT OF OR RELATING TO THE PLATFORM SERVICES, ANY OTHER SERVICES OR THIS AGREEMENT. THIS PROVISION MAY BE PLEADED BY ANY TEMPLUM PARTIES AS A FULL AND COMPLETE DEFENSE AND MAY BE USED AS THE BASIS FOR AN INJUNCTION AGAINST ANY ACTION AT LAW OR EQUITY INSTITUTED OR MAINTAINED AGAINST ANY TEMPLUM PARTIES IN VIOLATION OF THIS AGREEMENT.

11.   Force Majeure

If the performance of this Agreement by either Party (other than payment of any amounts owed under this Agreement) is prevented, hindered, delayed or otherwise made impracticable or degraded by reason of any cause beyond a Party's reasonable control, including any flood, riot, infrastructure (physical, electric, or communication), damage or failure, act of terrorism (cyber or physical) or fire (each, a "Force Majeure Event"), that Party shall be excused from such performance to the extent, including for the duration of time, it is prevented, hindered or delayed by such Force Majeure Event.

12.   Publicity

User shall not issue any press release relating to this Agreement or any Services provided hereunder, or otherwise use in any marketing, advertising or promotional materials in any medium, any trademark, service mark, logo or name or similar source-identifying information of Templum or any affiliates of Templum, without the prior written consent thereof.

13.   Notices

Any and all notices to Templum under this Agreement must be in writing, will be effective upon receipt thereof by the addressee, and must be addressed to:

> Templum, Inc.
> 515 Madison Avenue, 8th Floor
> New York, NY 10022
> Attention: General Counsel;
>
> with a cc to: legal@templuminc.com.

User acknowledges and agrees that notices to Client as provided in the Master Agreement shall constitute notices to User.

14.   Interpretation

References to sections are to sections of this Agreement, unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. "Its" shall be construed to mean his, her, their or its, as applicable. The singular number shall include the plural, and vice versa. Any use of the word "**including**" will be interpreted to mean "including, but not limited to," unless otherwise indicated. References to any person (including the Parties and any other individuals or entities referred to) shall be construed to mean such person and his, her or its heirs, administrators, legal representatives, successors in interest and permitted assigns, as applicable. Any references to dollars or "$" shall be construed to refer to the currency United States dollars.

15.   Miscellaneous

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior representations, agreements, negotiations and discussions between the Parties with respect to such subject matter. User may not modify, supplement or otherwise amend this Agreement. This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, administrators, legal representatives, successors, and permitted assigns, as applicable. The Parties agree that, except as expressly set forth herein (including with respect to Third Party Suppliers), no provision of this Agreement is intended, expressly or by implication, to purport to

confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date). Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties, and neither Party is granted herein or shall have as a result of this Agreement the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose. User shall not assign, sublicense or otherwise transfer this Agreement, or any of User's rights or obligations under this Agreement, without the prior written consent of Templum. Any attempt to assign this Agreement in violation of the foregoing shall be void. Templum may assign or otherwise transfer this Agreement in Templum's sole discretion. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision of this Agreement is determined by a court or arbitration tribunal of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court or arbitration tribunal of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court or arbitration tribunal shall modify the provisions at issue to the point of greatest restriction permissible under applicable laws. The failure of a Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by an authorized representative of the Party granting the waiver. No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. This Agreement and the transactions contemplated herein are not subject to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws), as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

16.   Governing Law

The validity and effectiveness of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Except as otherwise expressly set forth in this Agreement and subject to **Sections 10** and **17** hereof, any legal action or proceeding with respect to this Agreement may be brought exclusively in the federal or state courts located in the Borough of Manhattan, New York, New York, including the United States District Court for the Southern District of New York, and each Party submits to the exclusive jurisdiction thereof. Each Party waives, to the fullest extent permitted by applicable laws, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to this Agreement and any claim that any such action or proceeding has been brought in an inconvenient forum. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. USER FURTHER IRREVOCABLY WAIVES ANY RIGHT TO BRING ANY CLAIM AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER CLAIM IN WHICH ANY PERSON ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. Service of process shall be made in any manner allowed by applicable laws.

17.   Disputes

Subject to, and without limiting Templum's rights under **Sections 9** and **16**, User agrees that (i) to the maximum extent permissible under applicable laws and regulations, Templum has no obligations to User, individually, under this Agreement, except for any obligations under the Global DPA (if applicable as User is a resident of the EEA or UK), (ii) any dispute or controversy, or other matter in question arising out of or in connection with this Agreement or its interpretation (each, a "**Dispute**") shall be addressed as a Dispute between Templum and Client, in accordance with the Master Agreement, and (iii) if and to the extent, notwithstanding the foregoing, any applicable laws or regulations permit User to have an individual right of action under this Agreement, Client (and not User) shall have the right to act on User's behalf with respect to all such Disputes.