

Master Subscription Agreement

Effective October 01, 2023

This Master Subscription Agreement is made between Midoffice Data, Inc., a Texas corporation, and its Affiliates (as defined below) (“Midoffice”) and the customer identified in the Subscription Order Form. (“Customer”). This “Agreement” consists of this Midoffice Master Subscription Agreement and each Subscription Order Form (as defined below). Customer’s use of the Midoffice Products is governed by Customer’s Subscription Order and Statement of Work

1. DEFINITIONS

The following terms, when used in this Agreement will have the following meanings:

“Affiliate” means an entity controlling, controlled by or under common control with a party to this Agreement at any time during the term of this Agreement, for so long as such ownership and control exists, provided, as it relates to Customer, such entity is not a current or prospective competitor to Midoffice or in the business of developing or offering products or technologies that are substantially similar to Midoffice’s astRai™ product (astRai).

“Customer Data” means any data that Customer or its Users upload to astRai for processing.

“Documentation” means Midoffice’s usage documentation for astRai made available on Midoffice’s website.

“Midoffice Partner” means an authorized reseller, distributor or other partner of Midoffice.

“astRai” means (a) a SaaS-based data, analytics and collaboration product suite (“SaaS Product”) or (b) downloadable, on premises-installed data integration software product (“On-Prem Software”), in each case provided by Midoffice.

“Subscription Order Form” means an ordering document or online order entered into

between Customer and Midoffice, or online order process completed by Customer and confirmed by Midoffice, including any applicable terms, in each case specifying the installation to be provided under this Agreement.

“Source and Target Systems” means, with respect to On-Prem Software, the permitted type and number of computer hardware systems, storage platforms and computer frameworks on which Customer may use such On-Prem Software, as identified in the applicable Subscription Order Form.

“Support Policy” means MidofficeData’s’s Unified Support Policy for products at <https://midofficedata.com/documentation>

“System Data” means data, information or outputs derived by Midoffice from the use of astRai, including logs, statistics, or reports regarding the performance, availability, usage, integrity or security of astRai (e.g., a user’s path through astRai, login frequency, query logs, etc.) and any feedback, suggestions or similar information regarding astRai provided by Customer to Midoffice.

“Third Party Platform” means any product, add-on or platform not provided by Midoffice that Customer uses with the Midoffice Product.

“Trial Product” means Midoffice’s astRai™ product provided on a free, trial, evaluation, proof of concept or similar basis.

“User” means an employee, contractor (to the extent providing services to Customer) or end user of Customer that Customer has provisioned to use astRai through its account.

2. MIDOFFICE PRODUCTS AND SUPPORT

2.1 astRai. Midoffice will provide to Customer astRai (as defined below) identified on each Subscription Order Form in accordance with this Agreement, including the technical support and SLA terms referenced in Unified Support Policy located at <https://midofficedata.com/documentation> and Customer may use and access astRai, according to the terms of this Agreement (including the applicable Subscription Order Form). Customer’s permitted use case will be described on the applicable Subscription Order Form or separate addendum mutually executed by the parties that references this Agreement (“Addendum”) and may include internal usage and/or “astRai extension” or “AeX” usage, as described in Section 3.2. Midoffice will comply with applicable laws and regulations in providing astRai.

2.2 On-Prem Software License. With respect to any Subscription Order Form that includes On-Prem Software, subject to the terms of this Agreement, Midoffice grants to Customer a limited, personal, non-exclusive, non-transferable (except as part of a permitted assignment of this Agreement), non-sublicensable license during the subscription term of such Subscription Order Form to install, integrate and use for its own internal business purposes such On-Prem Software on the Source and Target Systems.

2.3 Affiliates. To the extent Customer’s Affiliates wish to make separate purchases, any of Customer’s Affiliates may execute a new Subscription Order Form specifically for that Affiliate entity and such Customer Affiliate

will be subject to this Agreement as if such Customer Affiliate were a signatory to this Agreement. astRai may be provided by a Midoffice Affiliate, in which case references to Midoffice hereunder will include such Midoffice Affiliate.

2.4 Midoffice Partners. This Agreement specifies the terms and conditions under which astRai are provisioned by Midoffice to Customer, whether purchased directly through Midoffice or indirectly through a Midoffice Partner. Purchases through a Midoffice Partner will be placed through a separate agreement, ordering document or online order between Customer and a Midoffice Partner, or online order process completed by Customer and confirmed by a Midoffice Partner (any of the foregoing, the “Partner Sales Agreement”) which shall address, as between Customer and the Midoffice Partner, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes and renewals. The Partner Sales Agreement is between Customer and the Midoffice Partner and is not binding on Midoffice, and any disputes related to the Partner Sales Agreement shall be handled directly between Customer and the Midoffice Partner. In the event of any conflict between this Agreement and a Partner Sales Agreement, this Agreement shall govern as between Midoffice and Customer. Customer agrees that, in connection with subscriptions or other access to astRai purchased through a Midoffice Partner: (a) Midoffice may share information with the Midoffice Partner related to Customer’s use and consumption of astRai; (b) all payments of fees, refunds and credits, if any, are payable by or to the Midoffice Partner, (c) the applicable Subscription Order Form referenced hereunder will be the applicable Partner Sales Agreement, provided it is consistent with the corresponding

ordering document between the Midoffice Partner and Midoffice, and (d) the Midoffice Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Midoffice.

3. CUSTOMER DATA; RESPONSIBILITIES

3.1 Customer Responsibilities.

(a) General. Notwithstanding anything herein, Customer is solely responsible for (a) the accuracy, content and legality of all Customer Data and warrants that it has sufficient rights in the Customer Data to permit: (i) Customer's use and receipt of astRai and (ii) with respect to SaaS Products, Midoffice's access to and processing of Customer Data pursuant to this Agreement, and (b) the acts and omissions of its employees, contractors and Users and their compliance with this Agreement.

(b) HIPAA. Customer agrees not to upload to any SaaS Product any HIPAA Data

3.2 astRai extension Deployments. If so specified in the applicable Subscription Order Form or Addendum, Customer may offer the applicable AeX to its customers as part of an integrated product, subject to a written agreement with each end-customer that is at least as protective of Midoffice and Midoffice's rights in AeX as this Agreement. Customer may not accept, and acknowledges that Midoffice will not be bound by, any terms or conditions with Customer's customers that modify, add to or change in any way this Agreement (including any Subscription Order Form or Addendum). Customer is responsible for providing first-level support to its customers regarding AeX-related issues; Midoffice will provide support only to Customer regarding such AeX. Customer is

responsible for its end-customer's use of AeX under this section in a manner that conforms with the documentation and restrictions set forth in this Agreement. To the extent Midoffice reasonably believes that Customer is not in compliance with this Section 3.2, Midoffice shall have the right to immediately suspend Customer's use of the AeX Services and will provide notice of any such suspension.

4. CONFIDENTIALITY; TECHNOLOGY RESTRICTIONS; PROPRIETARY RIGHTS

4.1 Confidential Information. Subject to the limitations set forth in Section 4.2, all information disclosed by one party to the other party during the term of this Agreement, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information". Confidential Information of Midoffice includes non-public information regarding features, functionality and performance of astRai. Customer Data is considered Customer's Confidential Information. The receiving party agrees to maintain the confidentiality of any Confidential Information of the disclosing party using at least the same degree of care it uses to protect its own confidential information, which shall not fall below a reasonable standard of care.

4.2 Exceptions. Confidential Information does not include information which: (a) is part of the public domain at the time of disclosure; (b) becomes a part of the public domain through no fault of the receiving party or persons or entities to whom the receiving party has disclosed, transferred or permitted access to such information; (c) becomes available to the receiving party on a non-confidential basis from a source legally entitled to share the information without confidential treatment; (d) is independently

developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (e) is released from the confidentiality obligations herein by written consent of the disclosing party.

4.3 Nondisclosure. The receiving party will not disclose any Confidential Information of the disclosing party to any person or entity, except: (a) to agents of the receiving party who have a need to know such information and who are subject to confidentiality agreements with the receiving party at least as protective of the disclosing party's Confidential Information as this Agreement, or (b) as required to be disclosed by law by any governmental or other regulatory authority, securities exchange or pursuant to the terms of a valid and effective subpoena or court order, provided that the receiving party immediately notifies the disclosing party (to the extent permitted) of the existence, terms and circumstances surrounding such a request so that the disclosing party may seek appropriate protective action. The receiving party may not use the disclosing party's Confidential Information for any purpose other than to exercise its rights and comply with its obligations under this Agreement.

4.4 Return; Destroy; Protect. On the disclosing party's request, the receiving party must return or destroy all Confidential Information of the disclosing party which has been supplied to or acquired by the receiving party, other than: (a) records the receiving party has a separate legal right or obligation to retain; and (b) copies of such Confidential Information created in the ordinary course of the receiving party's business and retained in accordance with its internal document retention and information technology policies. To the extent the receiving party retains such Confidential Information, the receiving party will continue to protect such Confidential

Information in accordance with Sections 4.1 and 4.3 for so long as it meets the definition of Confidential Information.

4.5 Technology Restrictions. Customer will not, and will not allow, permit or assist any User or third party (unless agreed in writing as an addendum to this agreement for every instance) to, directly or indirectly:

(a) reverse engineer, decompile, disassemble, modify, create derivative works of, derive or otherwise attempt to discover the source code underlying astRai; resell astRai or use Midoffice's astRai for timesharing or service bureau purposes or otherwise for the benefit of a third party, except as part of a AeX deployment identified on an Subscription Order Form; attempt to probe, scan or test the vulnerability of astRai, breach the security or authentication measures of astRai without proper authorization or willfully render any part of astRai unusable; use or access astRai to develop a product or service that is competitive with astRai, engage in competitive analysis or benchmarking, or publicly disseminate performance information or analysis regarding astRai; remove any proprietary notices or labels on astRai; or use astRai in violation of any applicable laws or regulations (including any export law) or outside the scope expressly permitted hereunder (including in the applicable Subscription Order Form);

(b) post, upload, forward, or otherwise transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of astRai; attempt to access any other Midoffice systems that are not part of astRai; use astRai to upload, post, process,

distribute, link to, publish, reproduce, or transmit any information, software or content for which Customer does not have the legal right to engage in such activities; or

(c) with respect to On-Prem Software, (i) translate or localize any On-Prem Software; (ii) redistribute, encumber, sell, rent, lease, sublicense, display, publish, disclose or otherwise transfer rights to any On-Prem Software, in whole or in part, to any third party; or (iii) allow any third party (other than contractors that are Users) to access or use the On-Prem Software.

Without limiting its other remedies, Midoffice may suspend Customer's access to astRai if Customer breaches any of the above restrictions, or if Customer's use of astRai risks material harm to astRai or others, provided that, where practicable, Midoffice will give Customer prior notice thereof so that Customer may seek to resolve the issue and avoid suspension.

4.6 Injunction for Breach. The parties agree that damages would be an inadequate remedy in the event of a breach of this Section 4. Therefore, the parties agree that a party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach by the other party of this Section 4.

4.7 Proprietary Rights. Customer owns all right, title and interest in and to the Customer Data and Customer Confidential Information. Customer grants Midoffice all necessary rights to process Customer Data in accordance with the terms of this Agreement. Midoffice owns and retains all right, title and interest in and to astRai (including any improvements thereto made as a result of Customer feedback or suggestions), System Data, and Documentation. All rights not

expressly granted under this Agreement are reserved.

5. Security Measures.

5.1 Protection of Customer Data. Midoffice will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, in accordance with the Midoffice Security Policy located at <https://midofficedata.com/documentation> as of the Effective Date (and as the Security Policy may be updated by Midoffice in a manner that does not materially decrease the applicable protections). Those safeguards will include measures for preventing access, use, modification or disclosure of Customer Data by Midoffice personnel, except (a) to provide the applicable astRai and to prevent or address service or technical problems, or (b) as Customer expressly permits in this Agreement or otherwise in writing. To the extent applicable, Midoffice's Data Protection Agreement ("DPA") is incorporated by reference into this Agreement.

5.2 Removal of Customer Data. Upon termination or expiration of this Agreement, in the event Midoffice has any Customer Data, Midoffice shall delete all such Customer Data from its systems without retaining any copies thereof (other than copies retained in accordance with Midoffice's internal document retention and information technology policies).

5.3 Customer Responsibilities. Customer is responsible for security relating to its environment, particularly its Source and Target Systems, and security relating to its configuration of astRai. This includes implementing and managing procedural, technical, and administrative safeguards on its systems and networks sufficient to: (a) ensure the confidentiality, security, integrity,

and privacy of Customer Data and (b) follow the principle of least privilege when connecting astRai to Customer's Source and Target Systems, especially by granting no more than read-only access to data sources. Customer is also responsible for provisioning Users, including: (i) methods of authenticating Users (such as SSO or industry-standard secure username/password policies); (ii) managing admin privileges; (iii) deauthorizing personnel who no longer need access to the applicable astRai; and (iv) setting up any API usage in a secure way. Midoffice will have no obligations or liability as to any loss resulting from Customer's security configuration or administration of astRai.

6. PAYMENT OF FEES

6.1 Calculation of Fees. Customer will pay Midoffice the applicable fees described in each Subscription Order Form (the "Fees"), except if Customer is purchasing astRai through a Midoffice Partner. All Fees are noncancelable and nonrefundable, except as expressly provided otherwise herein. If Customer's use of astRai exceeds the usage or capacity set forth on the applicable Subscription Order Form, or otherwise requires the payment of additional Fees (per the terms of this Agreement), Midoffice will invoice Customer in arrears for such additional usage or capacity and Customer agrees to pay the additional Fees in the manner provided herein.

6.2 Payment Terms. Midoffice will bill for astRai through an invoice. Full payment for invoices must be received by Midoffice within 30 days after the issuance of the invoice (which may be sent by email). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever

is lower, and, without limiting its other remedies, Midoffice may suspend Customer's access to astRai if Customer's account is 30 days or more overdue. If Customer believes that Midoffice has billed Customer incorrectly, Customer must contact Midoffice no later than 60 days after the date of the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Midoffice's customer support department.

6.3 Taxes. All amounts payable by Customer under this Agreement are exclusive of all applicable sales, use, value added, excise, property, withholding or similar tax and any related tariffs, and similar charges (collectively, "Taxes"). Customer is responsible for payment of all Taxes, except taxes based on Midoffice's net income. If Customer is required to pay any such taxes, Customer shall pay such taxes with no reduction or offset in the amounts payable to Midoffice hereunder. If an applicable tax authority requires Midoffice to pay any taxes that should have been payable by Customer, Midoffice will advise Customer in writing, and Customer will promptly reimburse Midoffice for the amounts paid.

6.4 On Premises Usage Calculation. With respect to On-Prem Software, if Customer's system configuration blocks Midoffice's ability to determine the monthly amounts owed for Customer's use of such On-Prem Software, then at Midoffice's request Customer will provide a monthly report and such other reasonably requested information in order for Midoffice to determine such amounts, including a breakdown of Users, data sources and destinations between Customer-internal usage and AeX usage.

7. TERM AND TERMINATION

7.1 Term. This Agreement will continue from the Effective Date until terminated as set forth below (the “Term”). The initial term of each Subscription Order Form will begin on the effective date of such Subscription Order Form and will continue for the subscription term set forth therein, provided that if Customer is on a monthly plan (a) such Subscription Order Form will continue until such date as the applicable monthly plan is canceled and (b) after cancellation, Customer may revive its account by recommencing data transfers. If Customer uses astRai after the end of the subscription term listed on the Subscription Order Form, Customer will be billed in arrears according to the Subscription Order Form for any continued usage of such astRai. Except with respect to monthly plans, each Subscription Order Form will renew automatically for successive one-year periods on Midoffice’s then-current Subscription Order Form terms and conditions, unless a party provides notice of nonrenewal to the other party at least 60 days prior to expiration of the then-applicable subscription term.

7.2 Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Subscription Order Forms then in effect. Each party may also terminate this Agreement or the applicable Subscription Order Form upon written notice if the other party (a) materially breaches any of the terms or conditions of this Agreement or the applicable Subscription Order Form (including any failure to pay any amounts when due) and fails to cure such breach within 30 days after written notice describing the breach; or (b) files for bankruptcy or is the subject of an involuntary filing in bankruptcy (in the latter case, which filing is not discharged within 60 days) or makes an assignment for the benefit of creditors or a trustee is appointed over all or a substantial portion of its assets. Upon any expiration or

termination, (i) Customer remains obligated to pay the balance due on Customer’s account accrued prior to expiration or termination, and will be billed for such unpaid fees, and (ii) Customer shall immediately cease using the applicable astRai.

7.3 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including accrued rights to payment, and terms and conditions relating to proprietary rights, technology restrictions, confidentiality, disclaimers, termination and limitations of liability and the miscellaneous provisions below.

8. WARRANTIES AND DISCLAIMER

8.1 Mutual. Each of Midoffice and Customer warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) the person signing or accepting this Agreement on its behalf is a duly authorized representative of such party with the authority to bind such party to this Agreement; (c) its entry herein does not violate any other agreement by which it is bound; (d) it is a legal entity in good standing in the jurisdiction of its formation; and (e) it will use industry-standard measures to avoid introducing viruses or other malicious code into astRai.

8.2 Midoffice Warranties. Midoffice warrants that astRai will perform materially as described in the Documentation and Midoffice will not materially decrease the overall functionality of astRai during the applicable subscription term (the “Performance Warranty”). Midoffice will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer. If Midoffice fails to do so within a reasonable period of time after receipt of Customer’s warranty report, then either party may terminate the applicable Subscription

Order Form as it relates to the non-conforming astRai, in which case Midoffice will issue a pro rata refund to Customer for any prepaid subscription fees equal to the terminated portion of the applicable subscription term. To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in astRai. These procedures are Customer's exclusive remedies and Midoffice's sole liability for breach of the Performance Warranty, except that if breach of the Performance Warranty constitutes a material breach of this Agreement, then Customer may terminate this Agreement in accordance with Section 7.2.

8.3 Trial Products and Pre-commercial Features. From time to time, Customer may have the ability to use a Trial Product or new features on an alpha test, beta test or similar basis ("Pre-commercial Features"). Pre-Commercial Features are optional and will be identified as such so that Customer may decide whether to opt in. Either party may terminate Customer's use of Trial Products and Pre-Commercial Features at any time for any reason. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRIAL PRODUCTS AND PRE-COMMERCIAL FEATURES ARE PROVIDED "AS IS", WITHOUT ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, INDEMNITIES, SERVICE LEVEL COMMITMENTS, OR SUPPORT OR OTHER OBLIGATIONS, AND MIDOFFICE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT THERETO.

8.4 DISCLAIMERS. MIDOFFICE DOES NOT WARRANT THAT THE MIDOFFICE PRODUCTS

WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MIDOFFICE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MIDOFFICE PRODUCTS ARE PROVIDED "AS IS" AND MIDOFFICE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING HEREIN, MIDOFFICE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY PLATFORMS. CUSTOMER IS SOLELY RESPONSIBLE FOR TESTING ANY ON-PREM SOFTWARE BEFORE USING IT IN A LIVE ENVIRONMENT, THE PROTECTION OF ITS DATA AND INFORMATION THROUGH INSTALLATION OF THE MOST RECENT COMPUTER VIRUS DETECTION PROGRAMS, AND THE TIMELY CREATION OF BACK-UP COPIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MIDOFFICE DOES NOT WARRANT AND EXPRESSLY DISCLAIMS THAT ANY ON-PREM SOFTWARE LICENSED WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, AND THE RESULTS OF USING THE ON-PREM SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. MIDOFFICE SHALL NOT BE LIABLE FOR ANY DAMAGE (INCLUDING FOR LOSS OR CORRUPTION OF DATA), OR RESPONSIBLE FOR RESTORATION OF SUCH DATA, IN EACH CASE TO THE EXTENT SUCH DAMAGE RESULTS FROM CUSTOMER'S INSUFFICIENT TESTING OF ANY ON-PREM SOFTWARE PRIOR TO DEPLOYMENT IN A LIVE ENVIRONMENT.

9. INDEMNIFICATION

9.1 By Midoffice. Midoffice will defend any claims, actions and demands brought by third parties (collectively, “Claims”) against Customer to the extent that the third party expressly asserts that astRai (excluding Customer Data) infringes such third party’s trademark, issued patent, or copyright, or Midoffice misappropriated such third party’s trade secrets in the development of astRai (a “Midoffice IP Claim”). Midoffice will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Midoffice) in connection with any such Midoffice IP Claim. The foregoing obligations do not apply with respect to portions or components of astRai (i) made in whole or in part in accordance with Customer specifications, (ii) in the case of On-Prem Software, that are modified by or on behalf of Customer after delivery by Midoffice, (iii) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) in the case of On-Prem Software, where Customer continues the allegedly infringing activity after being notified thereof or after being provided an update that would have avoided the alleged infringement, or (v) where Customer’s use of astRai is not strictly in accordance with this Agreement. If the use of astRai by Customer has become, or in Midoffice’s opinion is likely to become, the subject of any Midoffice IP Claim, Midoffice may, at its option and expense (x) replace or modify astRai to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality, (y) obtain for Customer a license to continue using astRai, or (z) if neither of the foregoing is commercially practicable, terminate this Agreement or the applicable Subscription Order Form and provide Customer a pro rata refund of any prepaid subscription fees equal to the

terminated portion of the applicable subscription term.

9.2 By Customer. Customer will defend any Claims against Midoffice where the third party expressly asserts that the Customer Data or its use: (a) violates any applicable laws or regulations; or (b) infringes such third party’s trademark, issued patent or copyright, or Customer misappropriated such third party’s trade secrets in the collection, transmission or processing of the Customer Data ((a) and (b), a “Customer Data Claim”). Customer will indemnify Midoffice for any damages finally awarded against Midoffice (or any settlement approved by Customer) in connection with any such Customer Data Claim.

9.3 Process. The indemnified party will promptly notify the indemnifying party of any Claim subject to indemnity as set forth above (provided that the failure to do so will not relieve the indemnifying party of its obligations above except to the extent that its ability to conduct the defense thereof is materially prejudiced thereby), the indemnifying party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that it may not settle or compromise any Claim or make any admission of liability without the indemnified party’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases the indemnified party of all related liability), and the indemnified party will reasonably cooperate with the indemnifying party in connection with such defense and settlement.

10. LIMITATION OF LIABILITY

10.1 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS AND SUPPLIERS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND

SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED GOODWILL, REVENUE, DATA OR DATA USE, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 DIRECT DAMAGES. THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO MIDOFFICE OR A MIDOFFICE PARTNER FOR THE MIDOFFICE PRODUCT GIVING RISE TO THE LIABILITY DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM (“ORDINARY CAP”).

10.3 EXCLUDED LIABILITIES. NOTWITHSTANDING THE FOREGOING IN SECTIONS 10.1 AND 10.2 ABOVE, LIABILITY IS NOT LIMITED FOR THE FOLLOWING: (A) EACH PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, (C) MIDOFFICE’S LIABILITY FOR MIDOFFICE IP CLAIMS, AND (D) CUSTOMER’S LIABILITY FOR CUSTOMER DATA CLAIM (THE “EXCLUDED LIABILITIES”).

10.4 DATA PROTECTION CLAIMS. NOTWITHSTANDING THE FOREGOING, MIDOFFICE AND ITS AFFILIATE’S AGGREGATE LIABILITY FOR A BREACH OF ITS OBLIGATIONS IN SECTIONS 4 (CONFIDENTIALITY) OR 5 (SECURITY), THAT RESULTS IN THE UNAUTHORIZED

DISCLOSURE OF CUSTOMER DATA BY MIDOFFICE, WILL NOT EXCEED TWO TIMES (2X) THE ORDINARY CAP WITH RESPECT TO THE MIDOFFICE PRODUCT GIVING RISE TO THE LIABILITY (“SUPER CAP”). IN NO EVENT WILL MIDOFFICE BE LIABLE FOR THE SAME EVENT UNDER THE ORDINARY CAP, THE EXCLUDED LIABILITIES AND THE SUPER CAP. SIMILARLY, THOSE CAPS WILL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP.

10.5 TRIAL PRODUCTS AND PRE-COMMERCIAL FEATURES. NOTWITHSTANDING ANYTHING HEREIN, MIDOFFICE’S AGGREGATE LIABILITY WITH RESPECT TO TRIAL PRODUCTS AND PRE-COMMERCIAL FEATURES WILL NOT EXCEED \$100.

11. MISCELLANEOUS

11.1 No Agency; No Third Party Rights. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever to any third party. For the avoidance of doubt, there are no third party beneficiaries under this Agreement.

11.2 Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested to each party at its respective address provided on the initial Subscription Order Form.

11.3 Enforceability. If any provision of this Agreement is adjudicated invalid or unenforceable, the remaining provisions will remain in full force and effect and this Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.

11.4 Force Majeure. If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented or interfered with by any act or condition beyond the reasonable control of a party hereto, including without limitation, acts of God, unusually severe weather, war, invasion, riot or other civil unrest, government laws, orders or embargoes, strikes or lockouts, that party upon giving prompt notice to the other party shall be excused from such performance during such occurrence.

11.5 Assignment. This Agreement may not be assigned by either party without the other party's consent, whether by operation of law or otherwise; provided that either party may assign this Agreement to its (a) Affiliate or (b) successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party related to this Agreement, unless the successor is a competitor of the other party. Any other purported assignment shall be void.

11.6 Integration; Order of Precedence. This Agreement is the complete statement of the mutual understanding of the parties and supersedes and replaces all previous written and oral agreements, communications and other understandings relating to the subject

matter of this Agreement. For clarity, this Agreement does not include the terms of any purchase order that are additional to the terms of this Agreement. If accepted by Midoffice in lieu of or in addition to Midoffice's Subscription Order Form, Customer's purchase order shall be binding only as to the following terms: (a) astRai ordered and (b) the appropriately calculated fees due. Other terms shall be void. In the event of a conflict or ambiguity between the provisions of the main body of this Agreement (including its Exhibit(s)), any Subscription Order Form, and any Exhibit to an Subscription Order Form, the provisions of the Subscription Order Form will take precedence, followed by any Exhibit to an Subscription Order Form, then followed by the main body of this Agreement (including its Exhibit(s)).

11.7 Amendment; Counterparts. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement may be executed by written signature or electronically and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement. From time-to-time, Midoffice may modify this Agreement. Unless another agreement between the parties supersedes this Agreement, any modifications made by Midoffice to this Agreement become effective upon renewal of the then-current subscription term or entry into a new Subscription Order Form.

11.8 Governing Law and Jurisdiction; Fees.

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal action relating to this Agreement must be brought in the federal or state courts in Plano or Collin County, Texas. The parties hereby accept generally and unconditionally the jurisdiction, resolution method, and venue noted above. The prevailing party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees.

11.9 Interpretation. For purposes hereof, "including" means "including without limitation".

11.10 Export. Each party (a) will comply with all export and import laws and regulations in performing this Agreement and (b) warrants

that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country. Customer will not submit to astRai any data controlled under the U.S. International Traffic in Arms Regulations.

11.11 Government Terms. Midoffice provides astRai, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of astRai, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The astRai were developed fully at private expense.

Unified Support Policy

This Midoffice Support Policy (“Policy”) is subject to the applicable agreement between Midoffice Inc. and Customer pursuant to which Midoffice provides access to astRai (“Agreement”). This Policy describes Midoffice’s support offering provided by its support team in connection with tickets submitted via Midoffice’s support portal and related to astRai. Terms capitalized but not defined herein have the meaning set forth in the Agreement. Midoffice may update this Policy, including the additional terms of maintenance and support for LDP/PD Software, from time to time.

Midoffice Support

Midoffice maintains, at all times, a sufficient number of trained and qualified support engineers to perform technical support and maintenance services as described below.

To submit a valid support request, Customer must: (1) identify the connector that experienced the error, (2) include information sufficiently detailed to allow Midoffice to attempt to replicate the issue (including any relevant error messages), and (3) provide contact information for the person most knowledgeable about the request (even if that person may not be a Customer employee, but instead is a third party who manages the data infrastructure). If Customer submits a ticket that requests product enhancements or feature requests, the support team will notify the Customer and provide information so that

Customer may send those requests to the appropriate team.

When Midoffice receives a valid support request, Midoffice will assign each a severity level according to the following criteria:

Severity	Definition
Severity Level 1 (Urgent)	All or a substantial portion of your mission-critical data is at significant risk of loss or corruption or a substantial loss of availability of astRai, including On-Prem Software.
Severity Level 2 (High)	A major milestone is at risk. Ongoing and incremental connectors are affected and/or the ability to use astRai, including On-Prem Software. A temporary workaround is available.
Severity Level 3 (Normal)	There is a medium-to-low impact on astRai, but you can still access and use some functionality of astRai, including On-Prem Software
Severity Level 4 (Low Severity)	There is a minimal impact on your access to and use of the astRai.

A Midoffice agent will respond to your request in accordance with the Severity assigned as follows:

	astRai Enterprise & Business Critical	astRai Private Deployment
24/7 Global Coverage	All severity levels	All severity levels
Initial Response Time This is the time taken by a support agent to respond via email to any issue once validly submitted. This does not include the automated notification via email that you receive upon ticket submission.		
Severity Level 1 (Urgent)	1 hour	1 hour
Severity Level 2 (High)	4 hours	4 hours
Severity Level 3 (Normal)	8 hours	8 hours
Severity Level 4 (Low Severity)	8 hours	8 hours

* Midoffice will respond to requests within 48 hours. Midoffice uses commercially reasonable efforts to respond to requests as they come in, so Customers may receive a response in a shorter amount of time.

Exclusions

Midoffice may make certain connectors available to customers that have been developed by a third party (“Source Party”). Such connectors are excluded from this Policy and Midoffice does not offer Maintenance and Support Services (defined below) for them. Instead, support for these connectors may be provided by the Source Party according to the service level agreements that it may have with its customers. Because these connectors may be maintained and supported by the Source Party, rather than Midoffice; they will not be eligible for any credits or claims under a Midoffice Service Level Agreement.

Additional Terms of Maintenance and Support for astRai Local Data Processing & astRai Private Deployment

During the Term, and provided that Customer is not in breach of its payment obligations hereunder, Midoffice shall provide maintenance and support services to Customer as described below (“Maintenance and Support Services”).

1. Definitions.

“**Error**” means a demonstrable and repeatable event in an unmodified version of LDP/PD Software which does not behave in the manner described by the Documentation and which renders the LDP/PD Software inoperative and causes failure of the LDP/PD Software in a production environment.

“**Error Correction**” means the use of commercially reasonable efforts to correct an Error as described in the “Error Correction” section below.

“**LDP/PD Software**” means a downloadable data integration software product installed at Customer’s facility, or on Customer’s virtual private network, and purchased under the applicable Subscription Order Form as “astRai Local Data Processing” or “astRai Private Deployment”.

“**Update**” means the repair, fix, workaround or replacement of object or executable code versions of the LDP/PD Software to remedy an Error.

“**Major Version**” means the first number in the LDP/PD Software release version. For

example, release 6.1.0 relates to Major Version 6.

“**Minor Version**” means the first two numbers in the LDP/PD Software release version. For example, release 6.1.0 is the Minor Version 6.1, relating to Major Version 6.

“**Patch release**” is an incremental fix to the LDP/PD Software designed to address minor functionality, security, or feature improvements that do not rise to the level of requiring a new Minor Version. For example, release 6.1.0/19 denotes incremental Patch release 19 to version 6.1.0.

2. Coverage. Upon payment to Midoffice of the applicable Fees, Midoffice shall provide Maintenance and Support Services to Customer as follows:

2.1 General Support Description. General Support: means access to Midoffice Maintenance and Support Services through the support portal, or other designated channel, for purposes of problem intake and general guidance in use of major features of the LDP/PD Software.

2.2 Midoffice Maintenance and Support Terms. Midoffice shall provide Customers with the appropriate level of support in accordance with the terms of the Agreement and as outlined in this Support Policy. Customer technical support staff must be capable of performing installation and configuration support, answering technical inquiries regarding the LDP/PD Software and performing hardware problem determination. Upon notification of an Error, Customer shall

grant Midoffice reasonable remote access to the computer system(s) on which the LDP/PD Software operates, the LDP/PD Software and all Documentation and records, and shall, upon Midoffice's reasonable request, provide assistance (including sample output and other diagnostic information) in order for Midoffice to adequately provide the support services. Customer will provide the means for remote access as specified by Midoffice, free of charge. Any delays in Midoffice's diagnosis of Errors caused by the failure of Customer to (timely) allow Midoffice access to the Software, will not be considered as a default in the performance of Midoffice's obligations.

3. Place of Performance. Midoffice shall provide all Maintenance and Support Services from Midoffice's locations.

4. Updates to LDP/PD Software. Midoffice will provide Customer with Updates as they become available and as it deems necessary to address or correct Errors with the LDP/PD Software. Customer agrees to install all Updates within 60 days from being made available by Midoffice. A Minor Version is supported for 3 years from its General Availability (GA) release date ("Standard Support Period"). A Patch release (e.g. 6.1.0/19 or 6.1.0/20) does not prolong the Standard Support Period. For example, if LDP/PD Software version 6.1 will expire at date X, then that date will not be extended if version 6.1.0/19 is released a year later. However, when version 6.2 becomes available a new 3 year Standard Support Period begins. Midoffice shall not be

responsible for correcting any Error(s) if Customer fails to incorporate any available Updates provided to Customer by Midoffice.

5. Extended Support; Discontinuing the LDP/PD Software. Beyond the Standard Support Period, Customer may purchase 2 additional years of support for the final Minor Version of every Major Version released by Midoffice ("Extended Support"). During the Extended Support period, Midoffice will only provide Error Correction support as described in Section 7. Midoffice shall not be responsible for correcting any Error(s) if Customer fails to incorporate any available Updates provided to Customer by Midoffice. In the event Customer continues to use the LDP/PD Software beyond the Extended Support period, Customer uses the LDP/PD Software "as-is" and Midoffice is under no obligation to release Patches or otherwise provide Updates to that version of the LDP/PD Software. For example, if Customer has a valid license and continues to use LDP/PD Software version 5.7.0 beyond the Standard and Extended Support periods, Midoffice is under no obligation to release Updates or Patches, but will provide Customer with commercially reasonable assistance in finding Workarounds to the reported Error. So long as Customer is in compliance with the Agreement, it may continue to use that version of the LDP/PD Software until Midoffice, in its sole discretion, discontinues it. In the event Midoffice decides to discontinue a Major or Minor Version of the LDP/PD Software, it will provide Customer

with 12 months advanced notice of the date at which the LDP/PD Software will no longer be offered and no longer available for Customer's use. In such a case, Customer will have the option to switch to a newer, supported version of the LDP/PD Software at then-current rates or to discontinue its use of the LDP/PD Software version in question.

6. Updates to Documentation. Midoffice shall provide revised and/or updated documentation related to the LDP/PD Software (in the same amount and media as originally provided) to correspond to any changes (including Updates) made to the LDP/PD Software, within a reasonable time of such changes.

7. Error Correction. Midoffice shall exercise commercially reasonable efforts to correct any Error reported. Error Correction may also take place by providing Customer with written instructions to bypass the Error if this can take place without additional costs or substantial inconvenience to Customer (a "Workaround"). Midoffice shall work to resolve the Error in accordance with the then current Support Policy.

8. Exclusions. The following are excluded from Midoffice's Maintenance and Support Services obligations: (a) LDP/PD Software that is used on or in conjunction with hardware or software other than as specified in the documentation provided by Midoffice or unauthorized use of the LDP/PD Software; (b) altered or modified LDP/PD Software, unless altered or modified by Midoffice; (c) defects in the LDP/PD Software due to

accident, hardware malfunction, abuse or improper use, or use in a manner not permitted by the End User License Agreement; (d) any version of the LDP/PD Software for which Maintenance and Support Services have been discontinued by Midoffice; (e) evaluation software or other software provided at no charge; and (f) any LDP/PD Software sold separately by Midoffice, including, without limitation, consulting code, unless generally made available to end users at no additional charge for the applicable LDP/PD Software. Midoffice shall be entitled to charge for other services and error corrections not covered by the Maintenance and Support Services in accordance with Midoffice's then current price list.

9. Report. Any reports or escalations to Midoffice Technical Support must contain the following information:

- Clear problem description, with supporting documentation such as LDP/PD Software and Operating System (OS) error messages.
- Severity Level and reason for classification
- A reproducible trigger scenario which causes the Error to occur, or, access to a facility where the Error can be reproduced, or, debug notes defining steps taken to produce a trigger scenario.
- Server configuration information (OS version and revision level, patches included and levels, hardware configuration, astRai configuration information, hardware and software configuration files).
- Steps taken to resolve Customer issue.

