Effective June 4, 2024. This Software License and Subscription Agreement supersedes and replaces all prior versions.

Software License and Subscription Agreement

This End User Agreement License Subscription Agreement (the "Agreement") establishes the terms to which Client ("Licensee") agrees, and by which Licensee will be legally bound, when using Feathershark's ("Licensor") or hosted software (the "Software"). As used in this Agreement, "using" includes without limitation visiting, browsing, clicking on links within, and accessing information, content, functionality, and/or services offered via the Software, whether as a guest or a registered user. As set forth in detail below, this Agreement applies to all users of the Software. If Licensee does not agree to the terms of this Agreement and/or does not intend to be so bound, Licensee should discontinue use of the Software (or, if the option is made available, do not click to agree or proceed).

The parties agree as follows:

Licensor will provide to the Licensee and the Licensee will use the Software in accordance with the terms and conditions described in this Agreement.

ORDER OF PRECEDENCE

If there is any ambiguity, inconsistency or conflict between the terms and conditions contained in any of the documents forming part of the Agreement, the Order will take precedence, followed by the Software License and Subscription Agreement, the Master Software and Services Agreement, and finally the Data Processing Agreement.

This Agreement may not be modified, amended, or waived, in whole or in part, except by a written agreement signed by each of the parties hereto.

SERVICES AND SOFTWARE

Perpetual Software License

Software provided to the Licensee pursuant to the Agreement will be provided in the form of Software as a Service ("**SaaS**")

Licensor grants Licensee as part of the Services, a limited, non-exclusive, non-transferable, non-sublicenseable license to use the Software for the Term specified in the Order. Licensee understands that this Limited License is based on the amount of fees paid by Licensee and may be based on number of employees, number of users, features available, or any other licensing metric identified by Licensor in an order ("Order"). This Limited License shall be revoked immediately without notice upon expiration of the Term, termination of the Order, or termination of this Agreement for any reason.

SaaS

When Software is provided as SaaS, references in the Agreement to a Limited License for such Software are to be interpreted as follows:

- such Limited License does not confer on the Licensee any right to aquire the Software in object code form for installation on any Licensee facilities;
- such Limited License includes the configuration, provision and maintenance of the hosting facilities used by Licensor to operate the Software as SaaS;
- Licensor shall provide the hosting facilities with such capacity, performance, resilience and Internet connectivity as Licensor, acting reasonably, determines as appropriate for the demands placed on the hosting facilities by the Software and the volume of users to provide end users with a reasonable user experience commensurate with predictable usage patterns;
- Licensor shall lawfully procure, operate and maintain at its own cost the operating system software and any other software required on the hosting environment to operate the Software as SaaS; and
- Licensor's obligation to provide the SaaS ends at the boundary at which the Licensor hosting platform connects to the internet and is capable of being accessed by the Users.

Maintenance.

- Licensee acknowledges that the implementation of updates, upgrades or new versions of any Software is and remains in the sole discretion of Licensor. Licensor reserves the right to restrict, in whole or in part (including with respect to an individual User or group of Users), access to the Software for a reasonable period of time for maintenance or installation purposes. Licensor shall use reasonable efforts to timely inform the Licensee thereof, to limit any adverse impact on the Services as much as possible and to carry out such Software outside the business hours of the relevant Territory (if practicable)
- In the event of Defects in the Software, the Licensee shall immediately notify Licensor of any such Defects, providing a detailed description thereof. After such notice, Licensor will use commercially reasonable efforts to repair any reported Defects in accordance with the provisions of the relevant Order or Statement of Work. The Licensee shall cooperate with Licensor to enable the efficient handling and repair of Defects.
- Licensor shall take commercially reasonable efforts to prevent the introduction into the Software any Malicious Code or computer software code, routines or devices that are disabling, damaging, impairing, erasing, deactivating or electronically repossessing the Software, other Services or other systems or data. Licensor does not warrant that Software or Services delivered using computer software will be entirely error free or will run uninterrupted.

PROFESSIONAL SERVICES

Licensor shall provide to the Licensee the Professional Services described in one or more Orders or Statements of Work, as they may evolve during the Term, and as they may be supplemented, enhanced, modified or replaced. If the Licensee avails itself of services provided by Licensor which are not specifically identified in the Agreement, such services will be provided subject to

the terms and conditions of this Software License Agreement, and at Licensor's then current price for such additional services.

OBLIGATIONS OF THE LICENSEE

The Licensee undertakes:

- to perform the Agreement in accordance with applicable laws;
- to provide necessary and reasonable support in relation to the Services;
- to grant Licensor any authorizations or sign any necessary and reasonable documents required to perform the Services;
- to provide Licensor with all necessary facilities for the fulfilment of its obligations under the Agreement (such as access to the Licensee's premises, office and computer facilities, etc.) and to enable Licensor to access and use all information, data and networks, all the aforementioned limited to such facilities and such access/use reasonably necessary for the performance of the Services;
- to notify Licensor of all the difficulties that may be encountered during the performance of the Services and which could have an impact on the contractual obligations of either Party, e.g., in order to discuss reasonable resolution;
- to maintain and/or obtain the contractual, regulatory and/or administrative permits and similar approvals necessary for the receipt and use of the Services (this for the avoidance of doubt, does not concern the permits and approvals of which a Statement of Work stipulates that Licensor needs to obtain for the Licensee); and
- to submit in a timely manner the decisions and approvals required for Licensor to deliver the Services.

Unless expressly provided otherwise in the Agreement, the Licensee is responsible for the maintenance and daily back-up of the Licensee Data. Licensor will not be responsible for storing copies of such Licensee Data when Licensor in its sole discretion no longer requires such information in order to provide Services to Licensee, and without limitation, Licensee shall be solely responsible for retaining its own business records according to the schedules established by governmental authorities for Licensee.

TERM AND TERMINATION

Term

This Software License and Subscription Agreement becomes effective as of the Effective Date in the Order for the term identified in the Order ("Term").

Termination

Termination at the Expiration of the Initial Term or the Extended Term. If either Party serves a Notice of termination to the other Party at least sixty (60) days prior to the end of (i) the Initial Term or (ii) the then-current Extended Term, as applicable, this Software License Agreement or

a Statement of Work will terminate automatically (a) at the end of the Initial Term, or (b) at the end of the then-current Extended Term.

Termination for Insolvency**.** If a Party is declared bankrupt or insolvent, the Agreement or the relevant Order shall terminate with immediate effect with regard to such Party. If, under applicable laws, either Party (i) can no longer comply with its obligations to pay, (ii) is the subject of any proceedings relating to its liquidation, winding-up, or insolvency, (iii) is subject to the appointment of a receiver, administrator or similar officer, (iv) makes an assignment for the benefit of all or substantially all of its creditors or (v) enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other Party, within the conditions of the applicable laws, may terminate the Agreement or the relevant Statement of Work with regard to such Party with immediate effect by giving Notice to that effect.

Termination for Breach. If a Party commits a material breach (i) which is irremediable or (ii) which is capable of being cured and, following Notice of default from the Party requiring the other Party to cure the breach, such other Party does not take reasonable steps to cure the breach within thirty (30) days after receipt of the Notice and/or, in any event, the breach is not cured within sixty (60) days after receipt of such Notice, then the other Party may terminate upon Notice of termination (a) the Software License Agreement in the event of a material breach of this Software License Agreement or (b) the Statement of Work in the event of a material breach of such Statement of Work. Such termination will have immediate effect upon Notice of termination to the other Party, without prejudice to the terminating Party's other rights or remedies under the Agreement.

Termination Fee. If, other than by reason of Licensor' material breach, this Agreement (or any Statement of Work) is terminated before the end of its Initial Term or without observance of the applicable notice period, Licensor may in addition to any fees then due, and without prejudice to any other rights and remedies, invoice the Licensee an early termination fee (the "**Termination Fee**") equal to the amount due under the Order for the remainder of the Initial Term. Any outstanding balance of the price for the Implementation Services shall be added to such Termination Fee, in total and without any applicable discount. The Termination Fee will be invoiced anytime upon the Notice of Termination and is payable on the Last Effective Day.

Consequences of Termination.

- The terms and conditions of this Software License Agreement will remain in full force and effect, even after the termination of the Software License Agreement, for any Statement of Work which is entered into by the Parties prior to the termination date of this Software License Agreement, until termination of such Statement(s) of Work.
- Any termination of the Agreement or any part thereof will not affect the provision of the Termination Assistance (if any).
- All provisions of the Agreement, which by their nature should apply beyond its term, will remain in force after any termination or expiration of the Agreement or any part thereof.

RENEWAL

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS LICENSE AND SUBSCRIPTION AGREEMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM, UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO LICENSOR'S THEN-CURRENT TERMS AND CONDITIONS.

ONLINE ACCESS

Access, Privacy, Transmissions, and Security Breaches. Certain Licensor Services may be accessed by Licensee and its authorized employees through the internet at a website provided by Licensor, including those hosted by Licensor on behalf of Licensee (a "Site"). In addition, Licensee acknowledges that security of transmissions over the Internet cannot be guaranteed. Licensor is not responsible for (i) Licensee's access to the Internet; (ii) interception or interruptions of communications through the Internet; (iii) changes or losses of data through the Internet; or (iv) any third-party software that may be accessed by Licensor Service. In order to protect Licensee's data, if a breach of security is suspected, Licensor may suspend Licensee's or Licensee's employee's or plan participants' use of Licensor Services via the internet immediately, without prior notice pending an investigation.

Employee Access. Licensee may provide access to Licensor Software to those employees it deems necessary to perform Licensee's administration. Licensee may provide access to the Licensor Software to any of its employees. Licensor may discontinue or suspend access to Licensor Service by any Licensee employee if Licensor reasonably believes that such employee has violated the terms of this Agreement or is otherwise using Licensor Service in an inappropriate manner.

Password Protection. Licensee agrees to maintain the privacy of usernames and passwords associated with any Licensor Service. Licensee is fully responsible for all activities that occur under Licensee's password or Internet account. Licensee agrees to (a) immediately notify Licensor of any unauthorized use of Licensee's password or Internet account or any other breach of security, and (b) ensure that Licensee exits from Licensee's internet account at the end of each session. Licensor shall not be liable for any damages incurred by Licensee or any third party arising from Licensee's failure to comply with this section.

No Transfer, Modification, etc. Licensee will not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of Licensor Sofwtare or any access or use thereof. Licensee will not write or modify interfaces or reports to any Licensor Service except as expressly authorized by Licensor. LICENSEE WILL NOT RECOMPILE, DISASSEMBLE,

REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM, LICENSOR SOFTWARE.

Demarcation Point. Client is solely responsible for its data up to the outermost point of Provider's firewall with the public internet (the "Demarcation Point"). Once data has been identified, classified, its final location determined, and moved past the Demarcation Point, Provider shall then become responsible for Client data.

Links to Third-Party Sites and Third-Party Services.

- The Site(s) may contain links to other internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by Licensor or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.
- "Third-Party Services" are web-based technologies that are not exclusively operated or controlled by Licensor or that involve significant participation from an entity outside of Licensor's control. Licensor uses Third-Party Services to assist it in providing the Services under the Agreement. These Third-Party Services may be separate websites or may be applications embedded within Licensor's websites, or that are bundles as part of the Services. Some Third-Party Services provide their services to Licensor under contract, while others, such as social media sites, do not. When interacting with Licensor through a Third-Party Service, the Third-Party Service Licensor's end user agreements and privacy policies apply to Client's use of those Services. **UNDER NO CIRCUMSTANCES, WILL LICENSOR BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS CAUSED BY ANY THIRD-PARTY SERVICES. IF A HARM OCCURS TO LICENSEE AS A RESULT OF THIRD-PARTY SERVICE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL SEEK ANY REMEDIES FROM THE THIRD-PARTY SERVICE LICENSOR. LICENSEE REPRESENTS AND WARRANTS THAT IT HAS REVIEWED AND UNDERSTANDS THE THIRD-PARTY SERVICE PROVIDER'S END USER LICENSE AGREEMENTS AND PRIVACY POLICIES, AND THAT ALL OF LICENSEE'S RIGHTS WILL BE GOVERNED BY AND LIMITED BY THOSE AGREEMENTS.**

AUDIT

Software License Compliance Verification. Licensee agrees that Licensor has the right to require an audit (electronic or otherwise) of access to and usage of Software. As part of any such audit, Licensor or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Software is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If Licensor determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Licensor reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

Legal and Compliance Audit. Licensee shall make available to Licensor an audit for such records as are necessary to review compliance with all applicable laws and regulations relating to the Software being provided to Licensee, which records may include, among other things, consumer and vendor consents, but shall not include Licensee's financial records. If Licensor determines that Licensee has failed to comply with any provision of the Agreement, Licensor may, at its sole discretion and upon notice to Licensee, immediately terminate the Services. If the Services are terminated pursuant to this Section, Licensee will pay all fees and charges invoiced by Licensor to Licensee relating to the Services, and shall pay to Licensor promptly all amounts due for the Services provided up to the date of termination. Upon termination of the Agreement, all rights granted to Licensee hereunder will become null and void, all materials provided by either party to the other hereunder will be returned promptly and Licensor shall have no further duties or responsibilities to Licensee with respect to the Services.