This Pilot Agreement (the "**Agreement**") is entered into between Futr, Inc. ("**Future**") and the entity identified as the customer on any Order Form ("**Customer**"), and governs Customer's access to and use of the Future Services (defined below). This Agreement is effective on the earlier of: (i) the date that Customer initially accesses the Future Services, and (b) the date that Customer enters into an Order Form with Future ("**Effective Date**"). By entering into an Order Form with Future, the individual entering into such Order Form represents and warrants that she or he has the right and authority to enter into this Agreement on behalf of the Customer, and that this Agreement will be binding on and enforceable against Customer. If the individual accepting this Agreement does not have such authority, or Customer does not otherwise agree to this Agreement, Customer is not authorized to access or use the Future Services.

1. FUTURE SERVICES.

1.1 Future Services. During the Term, Future agrees to offer Customer and Customer's eligible employees (the "**Members**") access to the Future's mobile application described in the Order Form (the "**Future Services**"). Any additional restrictions with respect to Members will be set forth on the Order Form.

1.2 On-Boarding. Future shall provide resources to facilitate the offer of the Future Services to Members throughout the Trial Period (e.g., a dedicated URL for Customer's employees to sign up).

1.3 Reporting. Customer shall be responsible for informing Future of any changes to the eligibility or enrollment status of its Members, and Future shall make the appropriate change within two (2) business days of receipt of notification. Future shall provide Customer with access to a dashboard with reporting related to Members' use of the Future Services, including the aggregated carbon reduction across all Members.

1.4 Application and Registration Process. Members may not use any Future Services unless they have applied for, been approved, and registered for a Future account, and enrolled for Future Services, all only via Future's website or mobile application and subject to each such Member's agreement to Future's standard terms of use (available at https://www.future.green/legal/terms) ("**Future Terms of Use**") and privacy policy (available at https://www.future.green/legal/privacy-policy), as each may be updated from time to time.

1.5 Delivery of Services. The benefits or services delivered to Members as part of the Future Services during the Term shall be governed by the terms and conditions of the Future Terms of Use. Any disruption, change or cessation of such benefits or services that occurs during the period of delivery of such benefits or services by Future must be resolved by the Member and Future in accordance with the Future Terms of Use.

2. DISCLAIMERS OF WARRANTIES.

Customer acknowledges that the Future Services are being provided on an evaluation basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FUTURE SERVICES ARE PROVIDED "AS IS," AND FUTURE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. FUTURE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE FUTURE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

3. LIMITATION OF LIABILITY; INDEMNIFICATION.

3.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FUTURE'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO ONE HUNDRED DOLLARS (U.S. $100).

3.2 Customer Indemnification. Customer shall indemnify, hold harmless and defend Future and its managers, members, employees, agents, Affiliates, successors and permitted assigns (collectively, the "**Future Indemnified Parties**") against any and all losses, damages, liabilities, penalties, fines, costs and expenses, including reasonable attorneys' fees arising out of or relating to claims, proceedings, investigations, or actions by a third party alleging Future's use of any information provided by Members, as authorized herein, infringes a third party's intellectual or other proprietary rights or otherwise violates applicable laws, rules, or regulations. The Future Indemnified Party will promptly notify Customer in writing of any threatened or actual claim or suit; (b) Customer will have sole control of the defense or settlement of any claim or suit; and (c) the Future Indemnified Party will cooperate with Customer to facilitate the settlement or defense of any claim or suit.

4. CONFIDENTIALITY. "Confidential Information"

means any nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "**Receiving Party**") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Future Services and all enhancements and improvements thereto will be considered Confidential Information of Future. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to (with respect to Customer) Members or to (with respect to Future) those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, Receiving Party agrees that it shall treat the Confidential Information with at least the same degree of care with which it treats its own proprietary information of a similar nature, but in no case shall Receiving Party use less than reasonable care to maintain the confidentiality of, and prevent the disclosure or unauthorized use

of, the Confidential Information. The confidentiality obligations set forth in this Section will not apply to any information that (i) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (ii) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (iii) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (iv) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

5. **TERM AND TERMINATION.** This Agreement commences upon the Effective Date and will continue for the trial period set forth on the Order Form ("**Trial Period**"). Either party may terminate this Agreement upon written notice to the other party. Upon termination or expiration of this Agreement for any reason, each party will return or destroy all Confidential Information of the other party. Sections 2 through **Error! Reference source not found.** will survive expiration or termination of this Agreement for any reason.

6. **GENERAL PROVISIONS.** This Agreement, including any Order Form now or hereafter agreed to, represents the entire agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter hereof, and may be changed only in a writing signed by both parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Future and Customer. Customer may not assign this Agreement, in whole or in part, or any of its rights and obligations hereunder, without the prior written consent of Future. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal and state courts located in Delaware, and both parties hereby consent to such jurisdiction and venue for this purpose If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect. Any failure of a party to exercise or enforce any of its rights under the Agreement will not act as a waiver of such rights. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.