

REMESH SOLUTION AGREEMENT

THIS REMESH SOLUTION AGREEMENT ("Agreement") is entered into this ____ day of ____, 2024 ("**Effective Date**") by and between Remesh Inc., a Delaware corporation, having an address at 6815 Euclid Ave, Cleveland, OH 44103 ("**Remesh**") and the customer identified on the signature line below ("**Customer**"). Customer and Remesh are referred to herein as "**party**" or "**parties**."

This Agreement governs Customer's license and use of Remesh's proprietary SaaS based research discovery platform and related services to conduct and analyze audience conversations (collectively as further defined herein as the "**Solutions**") as described in one or more Orders (as defined herein) for the purchase of such Solutions. This Agreement shall govern whether Customer purchases the Solutions directly from Remesh or indirectly through an authorized Remesh partner or reseller as applicable; provided that if Customer purchases the Solutions through an authorized Remesh partner or reseller, the term Order as used herein shall refer to the order entered into between Remesh and such partner or reseller for resale to Customer. Each Order forms an integral part of this Agreement.

Capitalized Terms as used herein shall have the meaning set forth in the definition section found at the end of this Agreement.

Now, the parties hereby mutually agree as follows:

1. Solutions.

1.1 **SaaS Software License.** Subject to the terms hereof, Remesh hereby grants Customer a non-exclusive, non-transferable (except for a permitted assignment), non-sublicensable (except for the Licensed Entities as specified in Section 1.2 hereof) right and license, during the subscription period set forth in the Order, to access and use the SaaS Software subject to and in accordance with the terms of this Agreement, the Documentation and the Order.

1.2 **Licensed Entities.** Each Order shall specify the Licensed Entities authorized to use the SaaS Software. Notwithstanding anything herein to the contrary, the SaaS Software shall be used solely by Customer and/or its Affiliates that are within the scope of the Licensed Entities (as specified in the Order). If the description of the Licensed Entities in an Order expressly permits use by the Licensed Entities for the benefit of their End Clients, such license right includes the right of Customer and its Affiliates (as Licensed Entities) to use the SaaS Software to provide managed services to their End Clients. In such case, Customer and/or its Affiliate (as Licensed Entities) are required to manage the use of the SaaS Software for their End Clients and the End Clients may be granted access to the SaaS Software solely for the purpose of observing Conversations and accessing results. Customer is responsible for the acts and omissions of the Licensed Entities (including as applicable, their End Clients and for their respective Representatives) to the same extent as it is responsible for its own acts and omissions hereunder.

1.3 **License Restrictions.** Except as expressly authorized in Section 1.2 hereof, Customer, the Licensed Entities and their Representatives shall not (i) sublicense, resell, transfer, or make the Solution available to, use the Solution on behalf of, or for the benefit of any third party; (ii) modify, reverse engineer, decompile or attempt to discover, expose or recreate the source code of the SaaS Software; (iii) violate Remesh's Intellectual Property Rights in the Solutions; (iv) use the Solutions in a manner that violates Applicable Laws including without limitation any export laws; or (v) publish or disclose to any third party any benchmarking or comparative analysis of the SaaS Software. Except for the limited license rights expressly granted hereunder, Remesh and its licensors reserve and retain all right, title and interest to the Remesh SaaS Software and Remesh Property.

1.4 **Service Level Terms.** Remesh agrees to provide the SaaS Software in accordance with the Remesh Service Level Terms found at remesh.ai/service-level-terms (having the version number specified in the Order) ("**Service Level Terms**"). Remesh reserves the right to update the Service Level Terms in its discretion, provided that Remesh will not diminish the service levels or support standards.

1.5 **Remesh Professional Services.** Remesh shall provide Professional Services specified in an Order.

1.6 **Use of Embedded Questions with the SaaS Software.** Customer may, at its discretion, independently and without use of Remesh Solutions, embed research questions ("**Embedded Questions**") into products, software, websites or tools that are owned or independently licensed by Customer (or its Licensed Entities) from a third party vendor (collectively as "**Non-Remesh Tool(s)**"). Examples of Non-Remesh Tools include Customer's own website or third party provided survey tools. The Embedded Questions appear as questions posted on the Non-Remesh Tools for response by research Participants ("**Embedded Question Respondents**") that participate in a research project via the Non-Remesh Tool. Customer may, at its option, if specified in an Order, link the Embedded Questions back to the Remesh SaaS Software via a weblink found on the Non-Remesh Tool for the purpose of collecting and storing the responses on the Remesh SaaS Software to enable the SaaS Software to produce certain findings, results and/or output derived from the Embedded Questions Responses as described in an Order (collectively the responses, findings, results and/or output relating to the Embedded Questions are referred to herein as the "**Embedded Question Data**"). For purposes of greater certainty, the Embedded Question Data, including any Personal Information contained therein (and exclusive of any Remesh Property included therein) constitute 'Customer Property' as such term is defined in this Agreement. For purposes of greater certainty, the Embedded Question Respondents are not sourced or provided by Remesh. As between Remesh and Customer, Customer is solely responsible for (i) the Embedded Questions, including without limitation their content; and how and where they are posted using Non-Remesh Tools; (ii) the use, collection, storage, processing, transfer and deletion of the Embedded Questions and the Embedded Question Data processed via the Non-Remesh Tool; and (iii) the licensing, use and performance of the Non-Remesh Tools, including without limitation, obtaining the necessary license rights from the applicable third party vendors to use the Non-Remesh Tools and obtaining the necessary rights from the applicable third party vendors to link the Embedded Question back to the Remesh SaaS Software for the purpose of transferring the Embedded Question Data to the Remesh SaaS Software for the purpose of enabling Remesh to provide the Solution.

1.7 **Customer Obligations.** Customer is responsible for the systems that it uses to access the SaaS Platform including hardware, software, networking systems, web browsers and for maintaining the confidentiality and security of its administrative and user passwords. Customer is responsible for obtaining all requisite licenses, permits and approvals from the applicable governmental and/or regulatory authorities, bodies and/or agencies (i) for compliance with any Applicable Laws in connection with its use of the Solutions; (ii) compliance with any regulatory reporting requirements relating to the Licensed Entities' business or products relating to the subject matter of a Conversation, and (iii) for any Customer Property provided to Participants for testing and/or evaluation purposes in connection with a Conversation. Customer will not use the Solution in a manner that would subject Remesh to HIPAA regulations or use it in the context of a clinical trial.

2. **Order; Fees & Taxes.** *In the event Customer purchases the Solutions from a Remesh authorized partner/reseller, this Section 2.2 shall not apply, and the Order for purposes of this Agreement shall be the Order entered into between Remesh and the partner/reseller.*

2.1 **Order Process.** If Customer wishes to order Solution(s), the parties shall enter into one or more Orders. Each Order shall specify, as applicable, the Solution(s) ordered (including a description thereof), quantity(ies), Licensed Entity(ies), fees and Order term. A Customer Affiliate may enter into an Order pursuant to this Agreement and, in such case, by entering into the Order, the Affiliate agrees to be bound by the terms and conditions of this Agreement with respect to such Order and such Affiliate shall be considered to be the Customer, as such term is used herein, with respect to such Order. An Affiliate shall not have any liability under this Agreement unless it signs the applicable Order.

2.2 **Fees & Taxes.** Customer agrees to pay Remesh the fees specified in an Order. The invoicing schedule and payment terms for the fees shall be specified in the Order. If applicable and solely as pre-approved in writing by Customer, Customer shall also pay any reasonable and necessary travel expenses incurred in connection with the Professional Services. Customer is responsible for any taxes due on account of its use and purchase of the Solutions including any excise, value-added, contractor tax and withholding taxes, but excluding taxes based on Remesh's income. In the event that Customer is required by Applicable Law to withhold any fees for payment of withholding or contractor taxes, Customer will gross up the amount of the fees payable to Remesh to account for such withholding amount. Interest at a rate of 1% per month shall accrue on any unpaid fees which are not the subject of a good faith dispute as to the correctness or accuracy of the invoice.

3. Representations & Warranties.

3.1 **Authority.** Each party hereby represents and warrants to the other party that it has the full corporate right, power and authority to enter into, and fully perform its obligations under this Agreement.

3.2 **Compliance with Laws.** Each party represents and warrants that it will comply with all Applicable Laws in connection the performance of its obligations and the exercise of its rights under this Agreement.

3.3 **Customer Necessary Rights Warranty.** Customer represents and warrants that it has the necessary consents, permissions, notices and opt-ins in place to enable the lawful transfer and processing of the Customer Property (including any Personal Information), provided or made available by or on behalf of Customer and/or the Licensed Entities, to Remesh (including via the Remesh SaaS Software) for the duration and purposes of this Agreement.

3.4 **Anti-Virus Warranty.** Remesh will use generally prevailing industry practices designed to prevent the SaaS Software from containing any virus, disabling or harmful code designed to interfere with or provide unauthorized access to Customer Data or Customer software or systems used in combination therewith.

3.5 **SaaS Software and Research Professional Services -- Performance Warranty.** Remesh represents and warrants that the SaaS Software and Research Professional Services (i) shall be performed in a professional manner consistent with generally prevailing industry practices; (ii) shall be performed by qualified personnel; and (iii) shall be performed in accordance with the terms of the Order and this Agreement.

3.6 **Sample Professional Services -- Performance Warranty.** Remesh represents and warrants that the Sample Professional Services provided will meet the sourcing criteria set forth in the Order and any other screening criteria mutually agreed to in writing by the parties. In addition, Remesh will pass through to Customer the benefit of any warranties and performance commitments provided by the Third Party Services provider of the Sample Professional Services. The parties understand and agree that Participants are individuals over whom Remesh has no control and Remesh is not responsible for and has no liability for their acts or omissions. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3.6 HEREOF, SAMPLE PROFESSIONAL SERVICES PROVIDED USING THIRD PARTY SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

3.7 **Performance Warranty Remedies.** To make a claim for breach of the performance warranties set forth in Sections 3.5 and 3.6, Customer is required to provide notice of the breach within 30 days of the date that the nonconforming portion of the Solution was performed. In the event Customer provides timely notice of a breach, as Customer sole and exclusive remedy for breach of the performance warranties, Remesh shall re-perform or correct the nonconforming Solution provided that if Remesh does not correct or re-perform within 30 days of the date of notice of a breach, Customer may terminate the applicable Order and obtain a pro-rated refund of the prepaid unused fees.

3.8 **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE SOLUTIONS ARE PROVIDED "AS IS" AND REMESH DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ACCURACY OR COMPLETENESS OF DATA OR INFORMATIONAL CONTENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT. SUBJECT TO THE SERVICE LEVEL TERMS, REMESH DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OR USE OF THE SAAS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Indemnification.

4.1 **Remesh Indemnity.** Remesh shall defend, indemnify and hold Customer and its Affiliates and their officers, directors and employees harmless from and against any and all claims, suits, actual damages, costs and expenses, including reasonable attorneys' fees, brought against or suffered by such Customer indemnified parties arising out of a third party claim or legal process (including a subpoena, order, deposition, interrogatories) (i) for tangible property damage, personal injury or death resulting from or arising out of any tangible Remesh Property, or (ii) that the SaaS Software infringes or violates any patent, copyright or trade secret of a third party; provided however Remesh's indemnification obligations shall not apply to the extent the claim arises out of (a) Customer's use of the Solution in an unauthorized manner' or (b) Customer Property. In the event of an infringement claim for which Remesh is obligated to indemnify Customer, Remesh shall, at its option, to (x) procure for Customer the right to continue to use the infringing SaaS Software, (y) provide Customer with a non-infringing substitute that would avoid the infringement claim, or (z) if the foregoing options are not commercially feasible, terminate the affected Order or the affected portion thereof and provide Customer with a pro-rata refund of the unused prepaid fees paid for the affected Solution.

4.2 **Customer Indemnity.** Customer shall defend, indemnify and hold Remesh and its Affiliates and their officers, directors and employees harmless from and against any and all claims, suits, actual damages, costs and expenses, including reasonable attorneys' fees, brought against or suffered by such Remesh indemnified parties arising out of any third party claim or legal process (including a subpoena, order, deposition, interrogatories) and including a claim brought by a Participant arising out of (i) any claim that the Customer Property, or the transfer or use thereof in accordance with this Agreement, infringes or violates any third

party Intellectual Property Rights, privacy right or Applicable Law; or (ii) the Conversation, but excluding any claim to the extent arising out of the Remesh Property contained therein; or (iii) tangible property damage, personal injury or death resulting from or arising out of any tangible Customer Property.

4.3 Indemnity Process. The indemnifying party shall have the right to conduct and control the defense and settlement of any such claim for which it is obligated to provide indemnity hereunder; provided that the indemnified party shall have the right to participate in the defense at its own expense. The indemnified party shall give prompt notice of any claim for which indemnity is sought and shall reasonably cooperate in defending against such claim at the indemnifying party's expense.

4.4 Exclusive Remedy. This Section 4 sets forth Customer's sole remedies and Remesh's sole liability for any actual, threatened or alleged claims that the Solutions infringe, misappropriate or otherwise violate any third party Intellectual Property Rights.

5. Limitations on Liability; Remedies.

5.1 Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.2 HEREOF, REGARDLESS OF THE THEORY OF LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE: (I) IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL OF THE FEES PAID AND PAYABLE BY CUSTOMER TO REMESH PURSUANT TO THE APPLICABLE ORDER DURING THE ANNUALIZED ORDER TERM IN EFFECT AT THE TIME THE CLAIM AROSE; AND (II) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF OR DAMAGE TO SOFTWARE OR DATA) FOR ANY CLAIM RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THEREOF.

5.2 Liability Exceptions and Exclusions. The limitations and exclusions of liability set forth in Section 5.1 shall not apply to liability arising out of (i) either party's breach of its confidentiality, security, data privacy and/or data protection obligations under this Agreement or a party's obligations under any related data protection, privacy and/or security agreement including any claim for violation of law relating thereto; (ii) either party's indemnification obligations under this Agreement, (iii) except as otherwise expressly set forth below with respect to Data Related Claims, a party's fraud, gross negligence or intentional misconduct; (iv) Customer's breach or violation of the terms of Section 1.3 (License Restrictions) hereof; or (v) Customer's obligation to pay the agreed upon fees as set forth in an Order. Notwithstanding the foregoing, except for intentional misconduct, Remesh's total aggregate liability for breach of its confidentiality, security, data privacy and/or data protection obligations relating to the processing of Customer Property, whether arising under this Agreement and/or any related data protection, privacy and/or security agreement or requirements, regardless of the theory of liability, including without limitation any indemnification obligations relating thereto or any claims for violation of law relating thereto (collectively as "Data Related Claims"), shall not exceed five times (5x) the total of the fees paid and payable by Customer pursuant to the applicable Order during the annualized Order term in effect at the time the claim arose, up to and not to exceed a maximum cap of US \$1,000,000. Notwithstanding anything herein to the contrary (a) Remesh has no liability of any kind under any theory of liability for the acts or omissions of the Participants or the Embedded Research Respondents; (b) except for the express warranties set forth in Section 3.6 hereof, Remesh has no obligation or liability of any kind under any theory of liability arising out of Sample Professional Services provided via Third Party Services; and (c) Remesh has no obligation or liability of any kind for the Non-Remesh Tools including without limitation as to the collection, use and/or processing of the Embedded Question Data using the Non-Remesh Tools.

6. Trademarks and Publicity. Remesh will not use Customer's name or logo publicly including in a client list, or in any promotional or marketing materials, except with Customer's prior written approval (email is sufficient). Customer may use Remesh trademarks and logos solely as approved by Remesh. Each party will comply with any trademark usage guidelines provided by the trademark owner.

7. Term & Termination; Suspension; Data Destruction.

7.1 Term of this Agreement. This Agreement shall continue in effect until terminated by either party in accordance with the terms of this Agreement (the "Term"). Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days prior written notice of termination if there is no Order(s) then in effect.

7.2 Term & Termination of an Order for Breach. Unless otherwise expressly agreed in an Order, an Order shall remain in effect for the term stated in the Order and is not be subject to cancellation or termination except as expressly set forth herein. An individual Order may be terminated (in whole but not in part) by a party if the other party fails to cure a material breach of such Order, or of this Agreement as it relates to such Order, within thirty (30) days after receiving written notice of the breach from the non-breaching party.

7.3 Suspension. Remesh reserves the right to suspend the provision of the Solutions, without terminating the Agreement, if any undisputed fees are not paid when due provided that Remesh provides 10 days' notice of the default and the fees are not paid within such additional notice period.

7.4 Destruction of Customer Property. The SaaS Software includes functionality to allow Customer to self-delete the Customer Property stored on the SaaS Platform at any time. Customer is responsible for deleting the Customer Property stored on the SaaS Platform as it deems appropriate and necessary to comply with Applicable Laws. In addition, Remesh will delete Customer Property upon Customer's written request. Remesh is not required to retain copies of the Customer Data created as part of Professional Services once delivered to Customer and such Customer Data may be deleted by Remesh. The parties understand that it may be impractical to delete system archival data and that such data shall be stored in the ordinary course subject to the confidentiality obligations set forth in this Agreement.

7.5 Effects of Termination. Immediately upon the termination of an Order, (a) Remesh shall cease providing the Solutions, (b) upon request, each party shall promptly and securely destroy all of the Disclosing party's Confidential Information and shall certify to such destruction, and (c) Customer shall pay all fees owing and payable under the Agreement provided that if Customer terminates an Order for cause pursuant to Section 7.2 hereof, Customer shall not owe any fees for Solutions not rendered and Customer is entitled to a pro-rata refund of the unused prepaid fees paid pursuant to the terminated Order. All terms intended to survive termination shall survive such termination.

8. Confidentiality and Personal Information.

8.1 Confidentiality. During the term of this Agreement and continuing after termination of this Agreement, each party shall retain in confidence, and not use except as expressly authorized in this Agreement, the Confidential Information disclosed or made available by a disclosing party, its Licensed Entities or their respective Representatives, whether disclosed in written, oral, electronic or visual form, which is identified as confidential at the time of disclosure or should

reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation proprietary or non-public information relating to the disclosing party's business, operations, finances, technologies, products and services, pricing, personnel, customer and suppliers and expressly includes without limitation (i) with regard to Customer, the Customer Data and Customer Property, and (ii) with regard to Remesh, the Remesh Property ("**Confidential Information**"). The parties understand and agree that Screener and Conversation questions and the Conversation are intended to be disclosed and shared with the Participants and Moderators in connection with the performance of the Solution. Remesh agrees to use reasonable efforts to ensure that Participants and Moderators which are sourced and provided by Remesh accept (either in writing or via a clickthrough acknowledgement) confidentiality obligations; provided however, the parties agree that Remesh shall not be liable for any Participants' breach of their confidentiality obligations. The receiving party will use the same degree of care and discretion (but not less than reasonable care) to avoid disclosure or dissemination of the disclosing party's Confidential Information as it uses with its own information of a similar nature. Except as otherwise authorized in this Agreement or an Order, the receiving party will not disclose the Confidential Information of the disclosing party to a third party other than to its and its Affiliates and the Licensed Entities and their respective Representatives in connection with its performance of this Agreement and the receiving party shall be liable to the disclosing party for any violation of this Agreement by its Affiliates, Licensed Entities and/or their respective Representatives. Confidential Information shall not include information that (a) is at the time of disclosure or subsequent to disclosure is publicly known or generally available in the public domain provided such availability did not result from a violation of the receiving party's obligations hereunder, (b) is lawfully received from a third party not bound in a confidential relationship with the disclosing party, (c) is already rightfully known to the receiving party prior to receipt from the disclosing party, or (d) was or is generated independently without use of the disclosing party's Confidential Information.

8.2 Permitted Disclosures. The receiving party may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it, in connection with legal proceedings or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable advance written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent that compliance with the foregoing would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only that portion of the Confidential Information as is required, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

8.3 Personal Information – Obligations, Consents and Notices. Each party shall use Personal Information made available by or on behalf of the other party solely for the purpose of the performance of its obligations and the exercise of its rights as expressly provided for in this Agreement and/or an Order and solely in accordance with the instructions of the other party and in compliance with all Applicable Laws and the terms of any data processing agreement entered into between the parties as described in Section 8.4 hereof. Customer is responsible for providing any applicable privacy notices and obtaining a legally valid and binding consent, permission, approval, and/or opt-in from the Participants and Embedded Question Respondents to (i) authorize Customer to disclose and transfer the Customer Property (including Personal Information) to Remesh for the purposes of this Agreement; (ii) authorize the lawful collection, disclosure, use, processing, and transfer of the Customer Property (including Personal Information) for the duration and purposes of this Agreement including to authorize Remesh to use and process the Customer Property (including Personal Information) as necessary to provide the Solution for the purposes described in the Agreement; and (iii) if instructed by Customer, to authorize Remesh (and as applicable its Third Party Service providers) to contact any individuals contained on any customer-provided Participant recruiting lists for the purpose of providing the Solution. Without limiting the foregoing obligations, as a supplemental measure, Remesh will provide a data privacy notice to Participants when accessing the Remesh SaaS Software (via an electronic pop-up notice), and will require each such Participant to accept the terms of such notice. Such privacy notice will inform each such Participant that their Personal Information will be collected in connection with the Conversation and will be used for the purposes of providing research insights to the Conversation sponsor (as described generally in such notice). It is Customer's responsibility to disclose the identity of the sponsor of the Conversation to the Participants prior to or during the Conversation, to the extent Customer deems necessary under the Data Protection Laws. The parties agree that as between Remesh and Customer, Customer controls the collection and processing of Embedded Question Data and Personal Information from the Embedded Question Respondents using the Non-Remesh Tools. Remesh has no responsibility for the collection or processing of any Embedded Question Data using the Non-Remesh Tools. Notwithstanding anything to the contrary in this Agreement, the parties agree that Remesh is not responsible for providing any data privacy notices, obtaining any data privacy consents or providing any confidentiality notices to or entering into any confidentiality agreement with the Embedded Question Respondents in connection with the Embedded Question Data; and the provisions set forth in this Agreement requiring Remesh to provide any such notices and/or consents or enter into such agreements shall not apply to the Embedded Questions Respondents. Customer is responsible for providing Remesh with written instructions regarding the processing of any Personal Information included in the Embedded Question Data made available to Remesh. To the extent Embedded Question Data is transmitted to Remesh, Remesh will use and process the Embedded Question Data strictly in accordance with Customer's instructions and this Agreement and not for any other purpose.

8.4 Data Processing Agreement. If the parties do not enter into a mutually executed data processing agreement, the terms of the Remesh Data Processing Agreement with Standard Contract Clauses (Controller to Processor) found at remesh.ai/dpa-cp (having the version number specified in the Order) ("**DPA**") will apply to any Personal Information provided or made available by or on behalf of Customer or the Licensed Entities to Remesh for processing using the Remesh SaaS Software. Remesh reserves the right to update the on-line DPA solely to the extent necessary to expand the scope to cover additional geographic regions or as necessary to comply with Applicable Laws. Remesh will provide email notice of such updates to Customer's primary users on the SaaS Platform.

8.5 Data Security. Each party shall establish and maintain administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration the other party's Confidential Information and Personal Information. Without limiting the foregoing, the receiving party shall at all times in connection with this Agreement: (i) maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Confidential Information and Personal Information consistent with commercially reasonable industry practices and any standards mutually agreed upon by the parties in writing; (ii) provide technical and organizational safeguards designed to protect against accidental, unlawful or unauthorized access to, use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information and ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information; and (iii) take commercially reasonable measures to secure its information systems against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the Confidential Information and Personal Information stored therein.

8.6 Ownership. Remesh owns all right, title and interest to the Remesh Property and any protectable Intellectual Property Rights therein. Customer owns all right, title and interest to the Customer Property and any protectable Intellectual Property Rights therein. To the extent that any Customer Property created in the performance of the Solutions is subject to copyright protection, such Customer Property will be considered to be a "work made for hire" under the applicable copyright laws. Remesh hereby expressly assigns to Customer all right, title and interest to the Customer Property including any Intellectual Property Rights based in whole or in part thereon where they may exist. Remesh agrees to provide reasonable cooperation and assistance, at Customer's expense, to perfect Customer's Intellectual Property Rights in Customer Property created as a work for hire.

8.7 Customer Property -- License Grant to Remesh. Customer hereby grants Remesh a non-exclusive, royalty-free, worldwide right during the term of this Agreement to use, access, process, copy, store, transmit and transfer the Customer Property provided to Remesh solely for the purpose of providing the Solutions. Customer agrees that Remesh has the right to collect and create de-identified and anonymous linguistic data, usage data, statistical data and meta data derived from the Screener activities, Conversations and regarding the performance of the Solutions solely for the purpose of SaaS Software testing and as part of the machine learning process provided that such derived data cannot be used to identify or be linked to Customer or any entity or individual or reveal any identifiable Customer Data or be used to recreate any Customer Data ("**Derived Data**"). Notwithstanding anything herein to the contrary, Customer hereby grants Remesh an unlimited, royalty-free, worldwide, irrevocable, perpetual right to modify, store, copy and use, the Derived Data solely for the purposes of testing, improving and providing the SaaS Software. Remesh agrees not to sell, distribute and/or disclose the Derived Data to any third parties except to its Representatives, subcontractors and assignees as permitted hereunder.

8.8 Remesh Property -- License Grant to Customer. Remesh hereby grants Customer a non-exclusive, royalty-free, non-transferrable, non-sublicensable, worldwide, perpetual license to use, access, copy, and store any Remesh Property included in any deliverables provided in connection with the Professional Services solely for Customer's business purposes in connection with Customer's use of the Solutions. Remesh grants Customer the right to extend such license rights to the Licensed Entities and their Representatives subject to the terms provided for herein.

8.9 Reservation of Rights. Notwithstanding anything herein to the contrary, provided that Remesh does not use or disclose Customer Confidential Information, Remesh shall be free to use, exploit and disclose its general skills, concepts, ideas, know-how, and expertise gained or learned during the course of the performance of this Agreement, and Remesh shall not be restricted from creating output for other customers similar to that provided to Customer.

9. Miscellaneous.

9.1 Insurance. Remesh shall maintain, at its expense, at all times during this Agreement, insurance of such type and level as is reasonable and prudent in the circumstances. Upon Customer's request, Remesh shall furnish Customer with a certificate of insurance ("COI") providing evidence of its insurance coverages. Remesh shall not reduce the level of insurance set forth in its COI in effect as of the Effective Date. Such insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the state in which the Solution is rendered and are rated A- or better by A.M. Best.

9.2 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("**UCITA**") will not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the governing state laws.

9.3 Assignment and Related Matters. Neither party may assign this Agreement, or any of its rights or obligations hereunder (in whole or in part) except with the prior written consent of the other party; provided, however that either party shall have the right to assign this Agreement, without the other party's consent, in whole (but not in part) to a successor in interest to the business of such party in connection with a merger, sale of substantially all of its assets, change of control or by operation of law, or to an Affiliate, provided that (i) the assignee agrees to assume the obligations under this Agreement and has adequate resources to meet its obligations hereunder; and (ii) the assignment shall not change the scope of work to be performed under any Order then in effect. The terms of this Agreement shall be binding upon the permitted successors and assigns of each party. Remesh has the right to use Affiliates and subcontractors, in its discretion, with prior notice to Customer by posting the list as a link to its privacy policy. Remesh may update its subcontractor list from time to time by providing 15 days prior email notice to Customer's primary account users via the Solution Platform. Customer shall have 15 days from the date of such notice to object on the grounds that such subcontractor is unable meet the data security or data protection obligations set forth in this Agreement or any DPA or other written agreement in effect between the parties relating to this Agreement and if Remesh is unable to resolve such objection with a reasonable period of time, Customer will have the right to terminate the affected Order upon prior written notice to Remesh. If Customer does not object within 15 days from receipt of the initial notice regarding intended use of a subcontractor or the parties' resolve Customer's objection, such subcontractor is deemed to be approved. Except as otherwise expressly provided herein with respect to Sample Professional Services provided via Third Party Services, Remesh shall be responsible for the acts and omissions of its subcontractors to the same extent as Remesh would be responsible hereunder for its own acts and omissions.

9.4 Force Majeure. If the performance of any obligation hereunder (excluding any payment obligation) is interfered with by reason of any circumstances beyond a party's reasonable control, including but not limited to acts of God, pandemic, power surges or failures, or the act or omission of any third party, the party shall be excused from such performance to the extent necessary, provided the party shall use reasonable efforts to remove such causes of nonperformance.

9.5 Change of Law. In the event of a change to the Applicable Laws relating to the processing of Personal Information of data subjects within any particular countr(ies) which materially increases Remesh's cost to deliver the Solutions, materially impacts its performance or adversely affects Remesh's business (each a "**Material Change of Law**") and Remesh, acting reasonably, believes that it is not able to comply with such Material Change of Law without material increase in its costs or a material adverse impact on its business, then Remesh reserves the right to exclude the use of the Solutions to process data of individuals in such affected countr(ies) after providing Customer with written notice of such proposed exclusion and complying with the process described below in this Section 9.5. Following notice of such exclusion, the parties agree to negotiate in good faith to determine whether there is a reasonable solution to comply with such Material Change of Law, provided that neither party is required to pay any material cost increase. If the parties are not able to agree on a solution to comply within 30 days of Remesh's notice, Remesh may exclude the use of, or the performance of, the Solution to process data of individuals in the affected country(ies) to the extent necessary to avoid such adverse effects. In such case, the parties will negotiate an equitable adjustment to any affected Orders given the impact of the restriction. Remesh reserves the right to trigger this Material Change of Law clause if it determines that PIPL as enacted, interpreted, modified or applied in the future requires Remesh to obtain any government, administrative or similar certification, security or other governmental or administrative approvals in China, would require Remesh to locate servers within or otherwise establish a physical presence in China or would require any other material investment by Remesh to comply.

9.6 Notices. Notices shall be submitted in writing to the address or email set forth in the Order. Notices shall be sent either by (i) registered priority US mail or by priority delivery by a nationally recognized carrier with confirmation of delivery (in each case such notice deemed received upon delivery) or (ii) email (such notice deemed received 48 hours from being sent). All notices sent to Remesh by mail or carrier must be also be copied to Remesh's email address.

9.7 General. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the subject matter hereof. The terms of any confidentiality agreement entered into by the parties prior to the Effective Date hereof shall remain in effect with respect to any disclosures outside the scope of this Agreement, provided that this Agreement shall exclusively govern any disclosures in connection with this Agreement. Any waiver, amendment, or modification of any right or remedy, in whole or in part under this Agreement must be in a writing signed by both parties. Purchase Orders may be used to confirm authority to purchase; provided, however, the terms thereof shall not modify or add to the terms of this Agreement. The terms of this Agreement

takes priority over any conflicting terms in an Order, unless the Order expressly amends this Agreement. The exchange of a signature by electronic means shall be sufficient to bind the parties to this Agreement or to any Order.

10. Defined Terms.

"Affiliate" means any entity controlled by, controlling, or under common control with a party to this Agreement during the period such control exists. For the purposes hereof **"control"** means the power to direct the operation, policies and management of an entity through the ownership of more than fifty percent (50%) of the voting securities of such entity, by contract, or otherwise.

"Applicable Law" means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree of any government or political subdivision thereof or regulatory authority, or any arbitrator, court or tribunal of competent jurisdiction including any applicable Data Protection Laws.

"Confidential Information" has the meaning set forth in Section 8.1 of the Agreement.

"Conversation" means a chat-based conversation among selected Participants utilizing the SaaS Software up to current system capacity.

"Customer Data" means all data, information and media including without limitation any Personal Information, provided or made available by or on behalf of Customer and/or the Licensed Entity or their respective Representatives, directly or indirectly, to Remesh or otherwise input into the SaaS Software by or on behalf of Customer and/or the Licensed Entities or their respective Representatives or by a Participant.

"Customer Property" means (i) Customer Data; (ii) Screener questions and Conversation questions in each case to the extent created and/or provided by the Customer and/or the Licensed Entity and to the extent containing Confidential Information and/or protectable by Intellectual Property Rights; (iii) Screener and Conversation answers; (iv) any Screener or Conversation feedback, findings, reports and/or analysis provided by Remesh to Customer derived from the Conversations; (v) any Embedded Question Data; and (vi) any consumer goods, products, devices, tangible items or other materials provided or made available by Customer and/or the Licensed Entities, whether directly or indirectly, in connection with the performance of this Agreement; but excluding in each case Remesh Property incorporated therein.

"Data Protection Laws" means any data privacy or data protection laws under any Applicable Law applicable to a party's performance under this Agreement, including without limitation (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, including as implemented or adopted under the laws of the UK, as amended from time to time and in each case as amended, replaced or superseded from time to time (the "GDPR", and collectively with the foregoing "EU Data Protection Laws"), and (ii) California Consumer Privacy Act (the "CCPA"), including the California Privacy Rights Act ("CPRA"); the Colorado Privacy Act ("CPA"); the Virginia Consumer Data Protection Act ("VCDPA"); the Connecticut Data Privacy Act ("CDPA"); the Utah Consumer Privacy Act ("UCPA"); and any corresponding or similar United States state or federal laws or regulations relating to the use or protection of data including any amendment, update, modification to, or re-enactment of such laws ("US Data Protection Laws"). Terms used in this Agreement that are defined in the Data Protection Laws shall have the meaning assigned to them in the applicable Data Protection Laws.

"Derived Data" has the meaning set forth in Section 8.6 of the Agreement.

"Documentation" means technical, user documentation, specifications and training materials provided by Remesh in connection with the Solution describing its use and functionality.

"Embedded Question(s)" has the meaning set forth in Section 1.6 hereof.

"Embedded Question Respondents" has the meaning set forth in Section 1.6 hereof.

"Embedded Question Data" has the meaning set forth in Section 1.6 hereof.

"End Client(s)" means a third party that is an end client of Customer or its Affiliate to which Customer or its Affiliate provide professional services.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Licensed Entity" means the legal entity(ies) and/or specific business groups of Customer and/or its Affiliates authorized to use the Solution as specified in the applicable Order. If expressly stated in an Order, Customer and/or its Affiliates (as Licensed Entities) may use the Solution to provide a managed service to their End Clients, and in such case, the End Clients are deemed to be Licensed Entities to the extent specified in Section 1.2 of this Agreement.

"Material Change of Law" has the meaning set forth in Section 9.5 hereof.

"Moderator" means an individual selected to lead the Conversation.

"Order" means an order form and/or statement of work referencing this Agreement, which has been mutually agreed to by the parties either (i) in a mutually signed writing, (ii) via electronic acceptance on the SaaS Platform, or (iii) by a Customer issued purchase order expressly referencing a Remesh provided Order, provided such purchase order shall only confirm authority to purchase and shall not otherwise form a part of this Agreement. If Customer purchases the Solutions through an authorized Remesh partner or reseller, the term Order as used herein shall refer to the order entered into between Remesh and such partner or reseller for resale to Customer.

"Participant" means a Conversation respondent, and for purposes of recruiting the sample any individuals recruited to be a respondent. For purposes of greater certainty, Participants are not Remesh Representatives.

"Personal Information" means information that identifies or could be used to identify an individual and expressly includes 'Personal Information' or 'Personal Data' as such terms are defined in any Data Protection Laws. As used herein, the Personal Information of a party to this Agreement, means Personal Information provided or made available by or on behalf of such party or its Licensed Entities.

"Professional Services" means professional services provided by Remesh as described in an Order including (i) Conversation design services to advise on Screener or Conversation questions, sourcing and providing moderators, providing translations and/or providing conversation analysis (collectively as **"Research Professional Services"**) and/or (ii) recruiting and sourcing participants, including creating and managing screening questions, to engage in the conversations (**"Sample Professional Services"**); in each case related to Conversations and to the extent specified in an Order. **Professional Services** expressly exclude the Moderators, the Participants and the Embedded Research Respondents sourced or otherwise provided by Customer or the Licensed Entities or their third party vendors.

"Remesh Property" means any technical information, solution content, techniques, ideas, methods, processes, software, interfaces, utilities, data, data templates or files, dashboard, question formats and pairings, databases or libraries, documents, directories, designs, know-how, intellectual property, information or materials of any kind (regardless of form) which has been or is acquired, created, developed or licensed by Remesh prior to or outside the scope of this Agreement and any improvement, modification or other derivative works thereof and all protectable Intellectual Property Rights therein; and expressly includes, without limitation, (i) the Solutions and Documentation, (ii) discussion guide templates and question and Screener template libraries, and (iii) Screener and Conversation questions to the extent created and provided by Remesh and to the extent protectable by Intellectual Property Rights; and (iv) all Personal Information relating to Participants and Moderators sourced or provided by Remesh or Third Party Services, but excluding the content of their participation in a Conversations.

"Representatives" means the employees, contractors, consultants, subcontractors and/or advisors of a party and/or its Affiliates.

"SaaS Software" means the proprietary Remesh SaaS software (including the SaaS Platform and any data or content forming a party of the software but excluding Customer Property) designed to facilitate communication among groups of people through chat-based conversations and the software tools, dashboards and analytics embodied therein, including any third-party software embedded therein, any Updates and related support services; but excluding the Professional Services.

"SaaS Platform" means any Remesh owned or licensed software, hardware or systems which form a part of the computer platform owned or controlled by Remesh which is used by Remesh to host the SaaS Software.

"Screener" means pre-qualification criteria or questions used to screen or target Participants.

"Solution(s)" means the SaaS Software and the Professional Services, and expressly excludes Non-Remesh Tools.

"Third Party Services" means services provided by a third party specifically with regard to sourcing and providing Participants, Moderators, research analyst(s) or translators.

"Non-Remesh Tool(s)" has the meaning set forth in Section 1.6 hereof.

"Updates" means any updates, releases, bug fixes, error corrections or new versions to the SaaS Software made generally available by Remesh from time to time in its sole discretion as part of such SaaS Software. Updates do not include new solutions, functionality or modules sold separately as new solutions.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative, as of the Effective Date.

REMESH INC.

CUSTOMER: _____

Sign: _____

Sign: _____

Name: Gary Ellis

Name: _____

Title: CEO & Co-Founder

Title: _____

Address: 6815 Euclid Ave
Cleveland, OH 44103

Address: _____

email: gary@remesh.ai

email: _____

Date: _____

Customer Administrator: _____

Date: _____