MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("**Agreement**") is between Conduit Security, Inc., a Delaware corporation ("**Conduit Security**") and the party accepting this Agreement ("**Customer**") to establish the terms pursuant to which Customer will purchase, and Conduit Security will provide, access to and use of Conduit Security's proprietary wire fraud protection software-as-a-service offering, pursuant to the terms and conditions of this Agreement. This Agreement is effective as of the date Customer accepts this Agreement (the "**Effective Date**")

CUSTOMER ACCEPTS THIS AGREEMENT BY: (1) ENTERING INTO AN ORDER (AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT; (2) CLICKING A BOX INDICATING ACCEPTANCE; (3) PAYING AN INVOICE THAT REFERENCES THE PLATFORM OR THIS AGREEMENT; (4) SUBMITTING CREDIT CARD OR OTHER PAYMENT INFORMATION; OR (5) OTHERWISE ACCESSING THE PLATFORM.

THE PLATFORM AND SERVICES AND CUSTOMER'S UTILIZATION OF THE PLATFORM AND SERVICES ARE EXPRESSLY CONDITIONED ON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER MAY ONLY UTILIZE THE PLATFORM AND SERVICES, AND CONDUIT SECURITY WILL ONLY PROVIDE THE PLATFORM AND SERVICES, UPON THE TERMS AND CONDITIONS IN THIS AGREEMENT. ANY INDIVIDUAL AGREEING TO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY REPRESENTS AND WARRANTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF THE PARTIES HAVE OTHERWISE AGREED TO A SEPARATE WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF EACH PARTY GOVERNING THE PLATFORM AND SERVICES (THE "**SERVICES AGREEMENT**"), SUCH SERVICES AGREEMENT APPLIES AND THIS AGREEMENT WILL BE OF NO FORCE OR EFFECT.

The parties agree as follows:

1.   DEFINITIONS.

1.1   "Affiliate" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2   "Content" means content, data, and information that is owned by Conduit Security or any of its licensors that is provided or made available by Conduit Security through use of the Platform or as part of or in connection with Conduit Security's provision of Services. Content does not include Customer Data.

1.3   "Customer Data" means the electronic data and information input into the Platform by Customer or on Customer's behalf. Customer Data does not include Usage Data or Aggregated Data.

1.4   "Documentation" means any user materials, instructions, and specifications made available by Conduit Security to Customer for the Services.

1.5   "Implementation Services" means Conduit Security's standard implementation and set up services for the Platform as set forth in an Order.

1.6   "Order" means any ordering document, statement of work, or similar document accepted by Conduit Security that outlines the Services purchased under this Agreement. No Order will be binding unless accepted in writing by an authorized representative of Conduit Security. Each Order is incorporated into this Agreement by reference.

1.7   "Platform" means Conduit Security's proprietary platform utilized by Conduit Security to provide the Software to Customer under this Agreement. The Platform does not include Customer's connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Customer and Customer's Users to connect to and obtain access to the Platform or to utilize the Services.

1.8   "Professional Services" means any professional services provided by Conduit Security as set forth in the applicable Order pursuant to Appendix A of this Agreement.

1.9   "Services" means, collectively, Implementation Services, Professional Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Conduit Security under this Agreement.

1.10   "Software" means Conduit Security's proprietary software as a service offering designed to protect against wire fraud as set forth in the applicable Order and made available through remote access by Conduit Security to Customer and Customer's Users as part of the Platform, including any modified, updated, or enhanced versions that may become part of the Software.

1.11   "Support Services" means Conduit Security's standard technical support and Software maintenance offering for the Platform as set forth in an Order.

1.12 "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer or Customer's Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.13 "**Users**" means Customer's employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

2. SERVICES.

2.1 **Provision of Services**. Subject to the terms and conditions of this Agreement, Conduit Security shall provide the Services to Customer and Customer's Users.

2.2 **Cooperation.** Customer shall supply to Conduit Security the Customer Data, along with access and personnel resources that Conduit Security reasonably requests in order for Conduit Security to provide the Services.

2.3 **Resources.** Customer is solely responsible for, at Customer's own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Customer's Users to connect to and access the Platform.

2.4 **Third Party Offerings.** The Platform may enable access to or use of third-party software, services, applications, or functionality (collectively, "**Third-Party Offerings**"). Third-Party Offerings are limited to those made available to Customer by a third-party provider under a direct agreement between Customer (or its Users) and that provider. Customer acknowledges that Conduit Security does not own or control such Third-Party Offerings, that they are not part of the Platform, and that they are not subject to any of the warranties, commitments, or other obligations applicable to the Platform under this Agreement. Customer's access to and use of any Third-Party Offering is solely between Customer and the applicable third-party provider, at Customer's own risk, and subject to the terms and conditions applicable to such Third-Party Offering. Third-Party Offerings do not include any third-party products, services, or subprocessors that Conduit Security engages to provide the Services on Conduit Security's behalf. Conduit Security may disable or restrict access to any Third-Party Offerings at any time without notice and is not liable for any Third-Party Offerings or for any Customer Data provided to a third party through a Third-Party Offering.

2.5 **Professional Services.** Subject to the terms and conditions of this Agreement, Conduit Security shall provide any Professional Services in accordance with Appendix A. Solely with respect to the Professional Services, to the extent of any conflict between the provisions of this Agreement, the provisions of any Order, and the provisions of Appendix A, the order of precedence will be as follows: (a) the provisions of Appendix A govern unless the Order specifically provides otherwise; (b) then, the provisions of this Agreement will govern unless the Order specifically provides otherwise; and (c) finally, the Order will govern.

3. GRANT OF RIGHTS.

3.1 **Access Rights; Customer's Use of the Platform.** Subject to the terms and conditions of this Agreement, Conduit Security hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 12.3), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' business purposes in accordance with the Documentation and the terms and conditions of this Agreement. Conduit Security and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 **Restrictions on Use**. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 **Users.** Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all of Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4 **Purchasing From Reseller Partners.** If Customer purchases any portion of the Services through one of Conduit Security's authorized reseller partners (each, a "**Reseller Partner**"), Section 4 and Section 5.2 of this Agreement will be without effect with respect to the portion of the Services purchased through such Reseller Partner (collectively, the "**Reseller Services**"), and Customer will be subject to the applicable fees, payment terms, and other terms for the Reseller Services of the applicable Reseller Partner through whom Customer is purchasing such Reseller Services. Any refund that Conduit Security is obligated to provide to Customer under this Agreement will be provided by Conduit Security to the applicable Reseller Partner, and Customer acknowledges that it must seek such

refunds solely from such Reseller Partner. Conduit Security may, upon notification to Customer and with no liability to Customer, terminate this Agreement or any Reseller Services (or both) where the applicable Reseller Partner has breached its agreement with Conduit Security, including, but not limited to, for such Reseller Partner's failure to pay Conduit Security any amounts due in respect to Customer's purchase of the Reseller Services or where the applicable Reseller Partner is no longer an authorized reseller for Conduit Security. Customer acknowledges that Reseller Partners are not authorized to modify this Agreement or make any promises or commitments on Conduit Security's behalf, and that Conduit Security is not bound by any obligations or liabilities to Customer other than as set forth in this Agreement. If requested by the applicable Reseller Partner for Customer's breach of any agreement between Reseller Partner and Customer, including, but not limited to, for Customer's failure to pay any fees when due, Conduit Security may, upon notice to Customer and without liability, suspend the Reseller Services or terminate this Agreement (or both). With respect to any Reseller Services, Customer hereby: (a) authorizes Conduit Security to comply with all instructions received from the applicable Reseller Partner with respect to Customer's account on the Platform, unless Conduit Security receives contrary instructions from Customer; (b) acknowledges that it is Customer's obligation to inform Reseller Partner of any restrictions regarding the use of Customer Data and to obtain any necessary rights and consents for Reseller Partner to access and use the Customer Data (if applicable); (c) acknowledges that Conduit Security will have no responsibility or liability to Customer for the acts or omissions of any Reseller Partner; and (d) acknowledges that the applicable Reseller Partner is not an agent or representative of Conduit Security.

4.   FEES AND PAYMENT TERMS.

4.1   Price. Customer shall pay Conduit Security the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Conduit Security under this Agreement (excluding any taxes arising from Conduit Security's income or any employment taxes).

4.2   Payment. Customer shall pay to Conduit Security all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. All payments received by Conduit Security are non-refundable, except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5.   TERM AND TERMINATION.

5.1   Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated (the "**Term**").

5.2   Order Term. The initial term of an Order begins on the date set forth in the applicable Order and continues for the period set forth in such Order (the "**Initial Term**"). Each Order will automatically renew for additional periods of the same duration as the Initial Term (each, a "**Renewal Term**"), unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term. Fees for the Services will automatically increase by 5% at the commencement of each Renewal Term, and the Fees under the applicable Order will be deemed amended accordingly.

5.3   Termination for Cause. A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

5.4   Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to Conduit Security under this Agreement before such termination will be due and payable in accordance with Section 4; (b) Customer's rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and return or erase all copies of the Documentation in Customer's possession or control; and (d) Conduit Security shall promptly return or erase all Customer Data, except that Conduit Security may retain Customer Data in Conduit Security's archived backup files. Sections 4, 5.4, 6, 7.4, 7.5, 8, 9, 10, and 11 survive expiration or termination of this Agreement.

5.5   Suspension. Notwithstanding anything to the contrary in this Agreement, Conduit Security may suspend Customer's and Customer's Users' access to the Platform if Conduit Security determines that: (a) there is an attack on the Platform; (b) Customer's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Conduit Security and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 or 10; (d) Customer's or its Users' use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed charge owed under this Agreement when due and has failed to cure such late payment within 15 days after Conduit Security has provided Customer with written notice of such late payment. Conduit Security shall use commercially reasonable efforts to provide Customer with notice of such suspension. Conduit Security may suspend Customer's and its Users' access to the Platform until the situation giving rise to the suspension has been remedied to Conduit Security's reasonable satisfaction. Except for suspension under Subsection (a), Conduit Security's suspension of access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6.   PROPRIETARY RIGHTS; DATA; PRIVACY.

6.1   Customer Data. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein. Customer is solely responsible for the accuracy of Customer Data and the legality of the means by which Customer acquires Customer Data. Customer shall: (1) give adequate notice and make all required disclosures to data subjects and third

parties (including, but not limited to, Customer's payees and other partners) regarding Customer's use and disclosure and Conduit Security's processing of Customer Data; and (2) obtain all necessary rights, and, where applicable, all necessary consents to disclose such Customer Data to Conduit Security to permit the processing of such Customer Data by Conduit Security in accordance with this Agreement, including, but not limited to, or as may be required by applicable law. Customer shall notify Conduit Security of any changes in, or revocation of, the permission to use, disclose, or otherwise process Customer Data that would impact Conduit Security's ability to comply with the Agreement or applicable law.

6.2 **Customer Data License Grant.** Customer hereby grants to Conduit Security and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 12.3), non-sublicensable license to use the Customer Data for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement. In addition, unless Customer explicitly opts out in the applicable Order, Customer elects to participate in the Conduit Security Account Check service (the "**Account Check Service**") made available through the Platform. The Account Check Service is an optional offering that is made available only to customers that have opted into the Account Check Service and enables participating customers to receive a non-identifying confirmation as to whether other Conduit Security customers that have also opted into the Account Check Service have previously transmitted payments to the same bank account. Accordingly, in addition to the rights granted elsewhere in this Agreement, upon such election, Customer grants Conduit Security and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as otherwise permitted by Section 12.3), non-sublicensable license to use Customer Data solely to enable and deliver the Account Check Service, including to generate and provide non-identifying confirmation to other participating Conduit Security customers that payments have been made to a given account. Conduit Security shall not disclose any Customer Data in connection with the Account Check Service in a manner that could reasonably identify Customer, Customer's Users, or Customer's transactions as the source of such information. Customer may opt out of the Account Check Service by providing Conduit Security with written notice.

6.3 **The Services.** All proprietary technology utilized by Conduit Security to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Conduit Security. Conduit Security or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, feedback, and enhancements, and all processes, know-how, and the like utilized by or created by Conduit Security in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Conduit Security.

6.4 **Acknowledgment and use of Recordings.** Customer: (a) understands and agrees that a feature of the Platform permits Customer to record conversations between Customer and Customer's payees for transaction verification and recordkeeping purposes; (b) hereby consents to the recording of such conversations by Conduit Security; (c) shall give notice of such recording to the payee at the beginning of the conversation and obtain such payee's consent to recording; (d) shall ensure that such consent complies with all applicable laws, rules, and regulations; (e) acknowledges and agrees that, while Customer may elect to use Conduit Security's stock consent to recording notice for use with third parties, such stock language is provided solely as a convenience, "AS-IS," and Customer is solely responsible for ensuring such consent to recording language complies with applicable laws, rules, and regulations and satisfies Customer's obligations under this Agreement; and (f) acknowledges and agrees that Conduit Security may retain and use such recordings for recordkeeping and verification purposes.

6.5 **Aggregated Data**. Notwithstanding anything in this Agreement to the contrary, Conduit Security may analyze Customer Data to create a de-identified and aggregated data set that does not identify Customer or Customer's Users (collectively, "**Aggregated Data**"). Conduit Security retains ownership of all right, title, and interest in and to Aggregated Data. Conduit Security may use Aggregated Data for any lawful purpose, including to improve, market, and provide the Services.

6.6 **Usage Data**. Conduit Security retains ownership of all right, title, and interest in and to the Usage Data. Conduit Security may use Usage data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Conduit Security's services, systems, and algorithms.

7. WARRANTY; SOLE AND EXCLUSIVE REMEDIES; DISCLAIMERS.

7.1 **Access to the Platform.** Conduit Security warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. If Customer notifies Conduit Security of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Customer experiences such Error, Conduit Security shall, at its own expense and as its sole obligation and Customer's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Conduit Security is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Conduit Security, and Conduit Security shall refund the amounts paid by Customer for access to the Platform for the period during which Customer was not able to use the Platform. The warranties set forth in this Section 7.1 do not apply to any Third-Party Offerings or cover any Error caused by: (i) Customer or Customer's Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer's hardware or software which materially adversely affects the operation or reliability of the Platform; or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

7.2   Right to Customer Data. Customer represents and warrants that Customer has the right to: (a) use the Customer Data as contemplated by this Agreement; (b) has complied with Customer's obligations under Section 6.1; and (c) grant Conduit Security the rights granted under this Agreement.

7.3   Sole and Exclusive Remedies. If: (a) Customer suffers a wire fraud loss as a result of Customer's use of the Platform; and (b) Customer's use of the Platform has been in accordance with this Agreement, then: (i) Customer may terminate this Agreement by providing Conduit Security with 10 days' prior written notice no later than 30 days after Customer experiences such wire fraud loss, and Conduit Security shall refund to Customer any prepaid but unused Fees Customer paid to Conduit Security for the period following such termination, *plus* the Fees Customer paid to Conduit Security for access to the Platform for the 12-month period preceding such wire fraud loss. The foregoing remedies are Customer's sole and exclusive remedies for any wire fraud loss Customer suffers in connection with the Platform and the Services.

7.4   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CONDUIT SECURITY MAKES NO WARRANTY THAT THE PLATFORM, THE SOFTWARE, OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DATA TRANSFERRED OVER THE PLATFORM WILL BE SECURE FROM UNAUTHORIZED ACCESS.

7.5   No Warranty Against Wire Fraud. NOTWITHSTANDING SECTION 7.3, CONDUIT SECURITY MAKES NO WARRANTY THAT THE PLATFORM, THE SOFTWARE, OR THE SERVICES WILL PREVENT WIRE FRAUD, MISTAKES, OR ERRORS RELATING TO WIRE TRANSACTIONS, OR OTHER MISTAKEN, ERRONEOUS, FRAUDULENT, OR MALICIOUS TRANSACTIONS. CUSTOMER ACKNOWLEDGES THAT CONDUIT SECURITY CANNOT, AND DOES NOT, GUARANTY ABSOLUTE SECURITY WITH RESPECT TO WIRE TRANSACTIONS AND THAT FRAUD IS AN INHERENT RISK IN MONEY TRANSFERS. ACCORDINGLY, CUSTOMER ACKNOWLEDGES THE SOLE AND EXCLUSIVE REMEDY OFFERED IN SECTION 7.3 IS NOT A WARRANTY OR GUARANTY AGAINST WIRE FRAUD AND CONDUIT SECURITY WILL NOT BE LIABLE TO CUSTOMER FOR ANY WIRE FRAUD LOSS OTHER THAN FOR THE SOLE AND EXCLUSIVE REMEDIES OUTLINED IN SECTION 7.3.

8.   INDEMNIFICATION.

8.1   Claims Against Customer. Conduit Security shall defend any claim, suit, or action against Customer brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a "**Customer Claim**"), and Conduit Security shall indemnify and hold Customer harmless from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying Conduit Security in writing of such Customer Claim; (b) giving Conduit Security sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Conduit Security's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined, Conduit Security shall, at its option and at its own expense, either (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Conduit Security will have no obligation under this Section 8.1 with respect to any infringement claim based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that Conduit Security did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (3) any modification of the Platform by any person other than Conduit Security or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8.1 states Conduit Security's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

8.2   Claims Against Conduit Security. Customer shall defend (at Conduit Security's option) any claim, suit, or action against Conduit Security brought by a third party to the extent that such claim, suit, or action is based upon: (a) Customer's or Conduit Security's use of any Customer Data in accordance with this Agreement; or (b) Customer's breach of Sections 6.1 or 6.4(c) (or both) (each claim, suit, or action under this Section 8.2, a "**Conduit Security Claim**"), and Customer shall indemnify and hold Conduit Security harmless from and against Losses that are specifically attributable to such Conduit Security Claim or those costs and damages agreed to in a settlement of such Conduit Security Claim. The foregoing obligations are conditioned on Conduit Security: (a) promptly notifying Customer in writing of such Conduit Security Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

9.   LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CONDUIT SECURITY'S PAYMENT OBLIGATIONS UNDER THE SOLE AND EXCLUSIVE REMEDIES PROVIDED UNDER SECTION 7.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO CONDUIT SECURITY UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF SECTION 3.2.

10.   CONFIDENTIALITY.

10.1   Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Conduit Security's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

10.2   Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3   Exceptions. Recipient will have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

11.   DATA PROTECTION AND SECURITY. Conduit Security shall implement and maintain reasonable technical, administrative, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data in Conduit Security's care, custody, or control and designed to prevent Information Security Incidents (collectively, the "**Security Measures**"). Conduit Security shall ensure that such Security Measures: (a) are as protective as the measures that Conduit Security applies to its own similar information; and (b) comply with applicable laws to which Conduit Security is subject. "**Information Security Incident**" means any actual or reasonably suspected accidental, unauthorized, or unlawful destruction, loss, alteration, unavailability, disclosure of, or access to: (i) Customer Data in Conduit Security's possession, custody, or control; or (ii) information systems owned, operated, or controlled by Conduit Security that process Customer Data.

12.   GENERAL.

12.1   Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.2   Subcontractors. Conduit Security may utilize subcontractors, third-party service providers, and subprocessors (collectively, "**Subcontractors**") in the performance of its obligations, provided that Conduit Security will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Conduit Security, would constitute a breach of, or otherwise give rise to liability to Conduit Security under, this Agreement when they are performing for or on behalf of Conduit Security.

12.3   Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to a successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect. This Agreement does not confer any rights or remedies upon any person or entity not a party to this Agreement.

12.4   Force Majeure. Except for payment obligations, neither party will be liable for any breach of this Agreement, or for any delay or failure of performance, resulting from any cause beyond that party's reasonable control.

12.5   Notices.

    (a)   *If to Conduit Security.* To be effective, notices to Conduit Security under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) at the address set forth below and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

    Conduit Security, Inc.

    Attention: Legal

    Box 50417

    Nashville, TN 37205

    (b)   *If to Customer:* To be effective, notices to Customer under this Agreement must be delivered in writing by e-mail at the e-mail address that Conduit Security has on file for Customer and will be effective upon receipt. Customer may update Customer's e-mail address on file by notifying Conduit Security of such address change in accordance with this Section 12.5.

12.6   Governing Law; Venue. The laws of the State of Delaware govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in New Castle County, Delaware in any litigation arising out of this Agreement or the Services.

12.7   Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

12.8   Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

12.9   Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10   Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.11   Modification. Conduit Security may modify this Agreement at any time, upon written notice to Customer. Any such modification will become effective with respect to the applicable Order upon the commencement of the Renewal Term for such Order following the date of such notice. If Customer does not agree to the modified Agreement, Customer may choose to not renew the then-current Initial Term or Renewal Term (as applicable). Except as otherwise set forth in this Section 12.11, this Agreement may not otherwise be modified except by a written amendment signed by an authorized representative of each party.

12.12   Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party will be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement.

Appendix A

Professional Services

If Customer purchases Professional Services, this Appendix A will apply.

1.   Professional Services. Subject to the terms and conditions of this Agreement, Conduit Security shall perform the Professional Services as described in an Order. Each Order will contain descriptions of the Professional Services and a description of any Deliverables (as defined below) to be provided by Conduit Security, the Fees for the Professional Services, and any additional terms and conditions the parties deem appropriate. Customer acknowledges that any schedules or timelines for Professional Services set forth in the applicable Order are not firm or fixed performance dates, and are only to be regarded as estimated beginning and completion dates for the Professional Services. All Professional Services and Deliverables will be deemed accepted upon delivery.

2.   Changes. Each party may request changes that affect the scope or duration of the Professional Services. Neither party shall be bound by any change requested by the other party, unless such change is agreed to in writing and signed by authorized representatives of each party (each, a "**Change Order**"). Each Change Order will be subject to the terms and conditions of this Agreement.

3.   Customer Assistance. Customer acknowledges that in order to perform the Professional Services, Conduit Security requires access to certain materials, content, data, information, and other intellectual property of Customer (collectively, "**Customer Materials**"). Customer shall provide Conduit Security with the Customer Materials, along with any assistance, access, answers, decisions, and personnel resources that Conduit Security reasonably requests in order for Conduit Security to perform the Professional Services. Customer acknowledges that Conduit Security's ability to successfully perform the Professional Services is contingent upon Conduit Security's receipt from Customer of such Customer Materials and such assistance, access, and personnel resources. Accordingly, Conduit Security will not be deemed in breach of this Agreement and will have no liability to Customer for failure to perform, or any other deficiencies in, the Professional Services or for damages resulting from: (a) Customer's failure to provide any Customer Materials or any such assistance, access, and personnel resources; (b) the acts or omissions of Customer, Customer's agents, or employees; or (c) performance of the Professional Services in accordance with Customer's instructions.

4.   Customer Information. Customer acknowledges that Conduit Security may, in performing the Professional Services, be dependent upon or use data, material, and other information furnished by Customer without any independent investigation or verification thereof, and that Conduit Security may rely upon the accuracy and completeness of such information in performing the Professional Services. Conduit Security, in performing the Professional Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations will be made by Customer and will be Customer's sole responsibility and Conduit Security may rely on all such Customer decisions.

5.   Proprietary Rights.

5.1   Customer Materials. As between the parties, Customer owns all right, title and interest in and to the Customer Materials. Customer grants to Conduit Security and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted in Section 12.3) right and license to use the Customer Materials solely as necessary to perform its obligations and exercise its rights under this Agreement.

5.2   Assignment of Deliverables. Subject to Customer's payment of all applicable Fees for Professional Services, Conduit Security hereby assigns to Customer all right, title, and interest worldwide in and to all Deliverables, including all intellectual property rights therein, but excluding Conduit Security Property (as defined below), which is licensed to Customer by Conduit Security pursuant to Section 5.4 of this Appendix A. "**Deliverable**" means any item created specifically and exclusively for Customer, that is identified as a "Deliverable" in the applicable Order, and is delivered to Customer by or on behalf of Conduit Security in connection with the Professional Services, including Work Product included in such Deliverable. "**Work Product**" means all (a) content, designs, ideas, know-how, and other intellectual property that Conduit Security makes, develops, conceives, or reduces to practice, whether alone or jointly with others, in the course of performing the Professional Services; and (b) copyrights, trademarks, service marks, trade secrets, patents, patent applications, and other proprietary rights related to each and any of the foregoing.

5.3   Conduit Security Property. Notwithstanding anything to the contrary in this Agreement, as between the parties, Conduit Security owns all: (a) software, tools, routines, programs, content, data, designs, document forms, technology, ideas, know-how, processes, techniques, formulas, analyses, strategies, market intelligence, reports, concepts, discoveries, inventions, and other intellectual property that Conduit Security uses, makes, develops, or reduces to practice, whether alone or jointly with others or otherwise obtains: (i) prior to this Agreement; (ii) independently or outside the scope of the Professional Services; or (iii) that has applicability to Conduit Security's provision of its products and services to its customers generally; (b) all enhancements, modifications, improvements, and derivative works of each and any of the foregoing; and (c) all copyrights, trademarks, service marks, trade secrets, patents, patent applications, and other proprietary rights related to each and any of the foregoing (collectively, the "**Conduit Security Property**").

5.4   License of Conduit Security Property. Subject to the terms and conditions of this Agreement, Conduit Security hereby grants to Customer a non-exclusive, perpetual, worldwide, right and license, with the right to sublicense, under all of Conduit Security's intellectual property rights, to all Conduit Security Property incorporated into any Deliverable or necessary for Customer to fully utilize any Deliverable, to use, reproduce, distribute, publicly display, publicly perform, and create derivative works of such Conduit Security

Property solely to the extent reasonably required in connection with Customer's use of the Deliverable on the condition that Customer does not: (a) reproduce, distribute, or use Conduit Security Property other than as components of the Deliverable; or (b) sublicense any rights in Conduit Security Property other than in support of Customer's internal business purposes. For the avoidance of doubt, the license grant in the foregoing sentence does not include the Platform for which access and use is granted solely pursuant to Section 3.1 of the main body of this Agreement, and Customer does not and will not have or acquire under or in connection with this Agreement any ownership interest or rights in the Platform or any intellectual property rights therein.

5.5 **Reservation of Rights**. Conduit Security reserves all rights not expressly granted to Customer under this <u>Appendix A</u>.

6. **Limited Warranty.** Conduit Security represents and warrants that: (a) the Professional Services will be performed in a professional manner consistent with industry standards; and (b) the Deliverables, when delivered, will materially conform to the specifications set forth in the applicable Order. If Customer notifies Conduit Security of a breach of the foregoing warranty (specifying the breach in reasonable detail) within 30 days after Conduit Security performs the Professional Services or delivers the Deliverable, Conduit Security shall, at its own expense and as its sole obligation and Customer's exclusive remedy for breach of the foregoing warranty: (i) use commercially reasonable efforts to re-perform the Professional Services or re-deliver the Deliverable which gave rise to the breach; or (ii) if Conduit Security cannot re-perform such defective Professional Services or re-deliver such non-conforming Deliverable to Customer within 60 days after receiving notice of the breach, Customer may terminate the applicable Professional Services upon written notice to Conduit Security and Conduit Security shall refund to Customer the fees paid for such non-conforming Professional Services and non-conforming Deliverables.