

Master Subscription Agreement

(August 2022 – June 2023)

This Agreement permits Customer to purchase Software, Hosted Solutions, and Services (as applicable) from PortX pursuant to PortX order forms referencing this Agreement (“Order Form(s)”) and sets forth the basic terms and conditions. This Agreement shall govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement. PortX provides the Software and Hosted Solutions listed on an Order Form on a subscription basis. The term of each Subscription is designated in the applicable Order Form. As part of each Subscription, PortX provides the maintenance and support services described in Section 6 (Support & Maintenance) of the Agreement. PortX also offers Services (as defined in Section 7 (Services)), such as architecture, implementation, and training related to the Software and Cloud Offerings.

1. Definitions

1.1 “Affiliate” means any entity that Customer, directly or indirectly, controls; an entity that controls Customer; or an entity that is under common control with Customer. For purposes of this provision, “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

1.2 “API Unit” means one (1) hosted and provisioned virtual core (vCPU) with 1GB RAM.

1.3. Confidential Information” means all code, inventions, know-how, business, technical and financial information that one party (“Receiving Party”) obtains from the other party (“Disclosing Party”); provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure; and provided further that any software, documentation or technical information provided by PortX (or its agents), performance

information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of PortX without any marking or further designation

1.4 “Customer Data” means Customer’s electronic data other than Log Data.

1.5 “Documentation” means the technical specification documentation generally made available by PortX to its subscription customers with regard to the Software or Hosted Solution.

1.6 “Hosted Solution” means an installation of Software and the OSIS Stack, hosted in an Amazon Web Services instance that may be set forth on an Order Form and are subsequently made available by PortX for use by Customer including associated documentation (but excluding Third Party Solution Components or infrastructure).

1.7 “Log Data” means metadata about services in the cloud, logs, audit trail events and metrics.

1.8 “Materials” means any materials provided by PortX to Customer in connection with the provision of Services.

1.9 “Open Source Integration Stack” or “OSIS Stack” means the open source software components included in a Hosted Solution.

1.10 “Order Form” means a PortX standard ordering document referencing this Agreement and reflecting the Software licenses, Hosted Solution Subscription, Services, and Support and Maintenance (as applicable), purchased by Customer.

1.11 “Order Form Effective Date” means the later to occur of (i) Order Form signed by Customer, and (ii) the date of delivery of the Software, if any.

1.12 “Results” means the separate integration solutions, applications or program code that Customer creates through the permitted and contemplated use of the Software or Hosted Solution (but expressly excludes Software, the Hosted Solution, Materials, Documentation, User Guides, and all derivative works thereof, as well as deliverables and other results of Services).

1.13 “Services” professional consulting services purchased by Customer in the applicable Order Form and relating to assistance with Software installation, Hosted

Solution implementation, deployment, or usage; or development or delivery of additional related software or technology.

1.14 “Software” means (i) the proprietary PortX software products that are deployed on premise or in a Hosted Solution, and that are specified in a mutually executed Order Form; and (ii) all related Documentation for and any Support and Maintenance releases of the same Software (but excluding Third Party Solution Components).

1.15 “SOW” means a Statement of Work between PortX and Customer with respect to Services.

1.16 “Subscription” means the Customer’s right to access and use the relevant Software, Hosted Solution, and Support and Maintenance on a subscription basis, as and to the extent listed on a mutually executed Order Form.

1.17 “Subscription Term” means the duration of a Subscription as set forth on an Order Form or as specified in Section 3.1.

1.18 “Support and Maintenance” means the applicable support and maintenance services as provided for in the corresponding links:
<http://www.portx.io/legal/support-maintenance-terms>.

1.18 “Term” means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.

1.20 “Third Party Solution Components” means online applications and offline software products that are provided by entities or individuals other than PortX and that interoperate with the Software or Hosted Solution.

1.21 “Users” means the Customer’s employees and contractors which are authorized by Customer to access and use Software or Hosted Solution purchased under an Order Form.

1.22 “Warranty Period” means a period of thirty (30) days following the commencement of the relevant Subscription Term.

2. Licenses and Ownership

2.1 License to Software; Access to Hosted Solution. If and to the extent that the relevant Subscription covers Software, then the terms and conditions of Attachment 1

to this Agreement shall govern Customer's access to and use of that Software. If and to the extent that the relevant Subscription covers a Hosted Solution, then the terms and conditions of Attachment 2 to this Agreement shall govern Customer's access to and use of the Hosted Solution. If and to the extent that the relevant Subscription includes a Platform Subscription, then the terms and conditions of Attachment 3 to this Agreement shall govern Customer's access to and use of the Platform Subscription. With respect to the rights granted under Attachments, Customer agrees that it will comply with all applicable laws and regulations in the exercise of such rights.

2.2 Ownership

(a) Software & Hosted Solution. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided under a fully paid Subscription, PortX and its suppliers have and will retain all right, title and interest in and to the Software and the Hosted Solution (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to use the Software or Hosted Solution, and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, PortX will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Software or Hosted Solution.

(b) Materials. Customer agrees and acknowledges that Customer is not obtaining any intellectual property or other rights in or to the Materials delivered as part of the Services, other than the rights of use specifically granted in this Agreement. Customer will be entitled to retain and use all Materials provided to Customer solely in connection with Customer's permitted use of (as the case may be) the Software or Hosted Solution, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to PortX. In particular and without limitation, Materials may not be copied electronically or otherwise whether or not for archival purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All PortX trademarks, trade names, logos and notices present on the Materials will be preserved and not deliberately defaced, modified or obliterated except by normal wear and tear. Customer shall not use any PortX trademarks without PortX's express written authorization.

(d) Results; Customer Data and Log Data. Subject to PortX's rights under 2.2(a)-(b), Customer shall own all right, title and interest in and to the Results. In addition, Customer retains all right, title and interest in and to the Customer Data and Log Data. Notwithstanding the foregoing, PortX may freely use the Results and the Log Data as part of its efforts to improve and analyze the performance of the Software or Hosted Solution, and solely on a generic, aggregate basis along with PortX's use of similar data from all of its customers.

3. Subscription Term, Fees, and Payment

3.1 Subscription Term and Renewals. Unless otherwise designated in the Order Form, the term of any Subscription shall be one (1) year commencing on the Order Form Effective Date of the applicable Order Form. Each Subscription Term shall automatically renew for subsequent periods of the same length as the initial Subscription Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term. The rates for any Subscription Term renewals shall be PortX's then-current list Subscription rates.

3.2 Subscription Fees. Customer shall pay all fees for each Subscription as specified on the applicable Order Form and may purchase additional Subscriptions by entering into additional Order Forms with PortX. Fees for additional Subscriptions or renewals will be at PortX's then-current list prices for Subscriptions unless otherwise set forth on an Order Form. If PortX sets a price on an Order Form for additional Subscriptions, such prices are valid during the then-current Subscription Term.

3.3 Payment Terms. All fees are as set forth in the applicable Order Form and shall be paid by Customer thirty (30) days from invoice unless otherwise specified in the applicable Order Form. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of PortX). Except as set forth in Section 9.2(c) fees are non-refundable upon payment. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any fee is overdue, PortX may also suspend provision of the Software, Hosted Solution, Services, and Support and Maintenance, until such delinquency is corrected.

4. Term and Termination

4.1 Term and Termination. This Agreement is effective during the Term. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor. Additionally, PortX may terminate this Agreement if Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against Customer (and not dismissed within 60 days thereafter)).

4.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to PortX under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the (as the case may be) Software or Hosted Solution, and destroy all copies of the former and so certify to PortX in writing; (c) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (d) Customer must certify in writing to PortX that it has returned or destroyed all PortX Confidential Information. In the event that PortX terminates this Agreement pursuant to Section 4.1, Customer will pay any unpaid fees for the remainder of the Subscription Term(s) under all Order Forms.

4.3 Survival. Sections 1-3, 4.2, 4.3, 5.5, 8, 10 and 11 shall survive any termination or expiration of this Agreement.

5. Acceptance; Limited Warranties; Warranty Disclaimers

5.1 Acceptance. None of the Software, Hosted Solution, Support and Maintenance or Services shall be subject to contractual acceptance, and all of the foregoing shall be deemed accepted upon delivery.

5.2 Limited Warranties. The limited warranties, if any, applicable to the Software, Hosted Solution and the parties' rights and obligations in the event of a breach of such warranty, are as expressly set out in Attachment 1 and Attachment 2, respectively. With respect to Services, PortX warrants only that the relevant Services will be performed consistent with generally accepted industry standards. If the Services do not conform to such warranty, PortX will re-perform the non-conforming Services.

5.3 Exclusive Remedies. The remedies in Attachment 1, Attachment 2, and Section 5.2 are Customer's sole and exclusive remedies for breach of the relevant warranty and are PortX's sole and exclusive liability for breach of such warranty.

5.4 Warranty Exclusions. The warranties in Attachment 1, Attachment 2, and Section 5.2 are made to and for the benefit of Customer only. The warranties will apply only if (a) the relevant PortX product has been properly installed and used at all times and in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the relevant PortX product by anyone other than PortX; and (c) PortX receives written notification of the breach within thirty (30) days following the date the relevant PortX product was initially licensed, and in the case of Services, within ten (10) days following the performance of the relevant Services. The above warranties shall not apply: (i) to defects in the PortX product due to accident, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.

5.5 DISCLAIMER OF WARRANTIES. THE WARRANTIES (IF ANY) LISTED IN ATTACHMENT 1, ATTACHMENT 2, AND SECTION 5.2 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN ATTACHMENT 1, ATTACHMENT 2 AND SECTION 5.2, THE SOFTWARE, HOSTED SOLUTION, DOCUMENTATION, USER GUIDES, ALL SERVICES, ALL MATERIALS, AND SUPPORT AND MAINTENANCE ARE ALL PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, PortX DOES NOT WARRANT THAT THE SOFTWARE OR HOSTED SERVICES (I) WILL OPERATE UNINTERRUPTED, (II) WILL BE FREE FROM DEFECTS, OR (III) HAVE BEEN DESIGNED TO MEET CUSTOMER’S SPECIFIC BUSINESS REQUIREMENTS. NEITHER PortX NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND HOSTED SERVICES ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY HIGH RISK OR STRICT LIABILITY ACTIVITY (INCLUDING, WITHOUT LIMITATION, AIR OR SPACE TRAVEL, POWER PLANT OPERATION, OR LIFE SUPPORT OR EMERGENCY MEDICAL OPERATIONS) AND THAT PortX MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY USE OF THE SOFTWARE IN SUCH SITUATIONS.

6. Support & Maintenance; Cooperation; Third Party Solution Components

6.1 Support and Maintenance. During the time that Customer has paid the applicable Subscription fees, PortX shall provide Support and Maintenance during the Subscription Term in accordance with PortX's then-current standard support policies.

6.2 Cooperation. Customer agrees to provide PortX with such cooperation, materials, information, access and support which PortX deems to be reasonably required to allow PortX to successfully provide the Services and Support and Maintenance, including, without limitation, as may be set forth in an applicable Order Form. Customer understands and agrees that PortX's obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support. Additionally, Customer understands and agrees that PortX may share Customer information with its Representatives (as defined in Section 10) for the purpose of providing Support and Maintenance.

6.3 Results. Under this Agreement PortX provides only the Software and Services and Support and Maintenance with respect to such Software. PortX does not provide any warranty on, and does not provide Support and Maintenance on, the Results. As a non-exclusive example, in order for Customer effectively to use Results, Customer may need to license, modify and install Third Party Solution Components. PortX may provide Customer with links and instructions for obtaining Third Party Solution Components or provide access to them but it is Customer's sole responsibility to properly license and install any required Third Party Solution Components from the relevant third party providers. PortX will have no liability with respect to any Third Party Solution Components. If applicable, prior to PortX starting any Services that require the use of Third Party Solution Components, Customer will provide documentation to PortX confirming that Customer can provide the rights necessary to allow PortX to modify the Third Party Solution Component software if necessary.

7. Services

PortX shall provide the Services purchased in the applicable Order Form or SOW, as the case may be. Services may be ordered by Customer pursuant to a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Both parties must sign each SOW before PortX shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form. Customer will reimburse PortX for reasonable travel and lodging expenses as incurred.

8. Limitation of Remedies and Damages

8.1 PortX SHALL NOT BE LIABLE FOR (I) ANY COST OF COVER OR ANALOGOUS COSTS RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES; OR (II) ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PortX'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PortX'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PortX UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

8.3 OTHER THAN CLAIMS FOR SUBSCRIPTION FEES AND INTEREST THEREON, A MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR BREACH OF CONFIDENTIAL INFORMATION, NEITHER PARTY SHALL BRING ANY CLAIM BASED ON OR ARISING UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, CLAIMS RELATING TO THE SOFTWARE OR THE HOSTED SERVICES) MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

9. Indemnification

9.1 Indemnity by PortX. Subject to the remainder of this Section 9, PortX shall defend Customer against any independent third party claim that the Software or Hosted Solution infringes such third party's U.S. patent or copyright (an "Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (i) notifies PortX promptly in writing of such Infringement Claim, (ii) grants PortX sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a PortX request for assistance. PortX will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of PortX.

9.2 Options. Should any Software or the Hosted Solution become, or in PortX's opinion be likely to become, the subject of such an Infringement Claim, PortX shall, at its option and expense, (a) procure for Customer the right to make continued use of the Software or the Hosted Solution, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Software or termination of the access to the Hosted Solution, and upon such request the corresponding licenses under Attachment 1 or 2 shall be terminated and PortX shall refund the price paid by Customer for the Subscription Term in which the Infringement Claim was asserted, less a pro rata portion of the Subscription fee reflecting that portion of the Subscription Term that was fulfilled prior to termination.

9.3 Exclusions. PortX will have no obligation for claims of infringement resulting from (i) any modification of the Software by a party other than PortX if such infringement would have been avoided in the absence of such modifications; (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of Software or Hosted Solution provided by PortX; (iii) any combination, operation, or use of the Software or Hosted Solution with any products, equipment, software, hardware, data, or business processes not supplied by PortX, including without limitation Third Party Solutions Components, Customer Data, Log Data and Results, (iv) use for a purpose or in a manner for which the Software or Hosted Solution were not designed, (v) any intellectual property right owned or licensed by Customer, excluding the Software or the Hosted Solution or, (vi) PortX's compliance with any materials, designs, specifications or instructions provided by Customer, (vii) Customer using the Software or the Hosted Solution after PortX notifies Customer to discontinue using due to such a claim, or (viii) third party open source software.

9.4 Indemnity by Customer. Customer shall defend PortX against any third party Infringement Claim to the extent that they arise from any combination of Software or the Hosted Solution provided by PortX with products, data or business processes not supplied by PortX, and indemnify PortX for any damages, attorney fees and costs finally awarded against PortX as a result of, or for any amounts paid by PortX under a court-approved settlement of, an Infringement Claim against PortX; provided that PortX (a) promptly gives Customer written notice of the Infringement Claim against PortX; (b) gives Customer sole control of the defense and settlement of the Infringement Claim against PortX (provided that Customer may not settle any Infringement Claim against PortX unless the settlement unconditionally releases PortX of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

9.5 Limitation. THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES AND ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS

10. Confidential Information

Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). Each party will only disclose Confidential Information to its employees, agents, representatives, partners and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11. General

11.1 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

11.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Washington and the United States without regard to conflicts of

laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to the subject matter hereof shall be Washington state and United States federal courts located in Seattle, Washington, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto.

11.3 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

11.4 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

11.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

11.6 Application; Entire Agreement. This Agreement shall govern all of Customer's purchases of Subscriptions and Services from and after the Effective Date. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement also supersedes all terms any "shrink-wrap" or "click wrap" license included in any package, media, or electronic version of PortX-furnished software and any such Software shall be licensed under the terms of this Agreement. Notwithstanding any contrary provision therein, Customer Purchase Orders will be for the sole purpose of confirming for Customer's internal records the quantities, prices and other terms applicable to a purchase of Subscriptions and Services in an Order Form, which Order

Form(s) shall be the sole instrument forming a particular transaction hereunder between the parties.

11.7 Precedence. In the event of a conflict between two provisions that appear in the body of this Agreement, in any of the Exhibits or Attachments hereto, or in any Order Form, the conflict shall be resolved by giving precedence to the provision as it appears in the highest-ranked document in the following order: (1) the relevant Order Form (but only if the Order Form expressly states that it supersedes the other contradictory provision(s) of the other document(s)); then (2) the body of this Agreement; then (3) the Attachments to this Agreement; then (4) the Exhibits to this Agreement.

11.8 Audit Rights. With respect to Subscriptions that are covered by Attachment 1 to this Agreement, Customer will maintain accurate records as to its use of the Software as authorized by this Agreement, for at least two (2) years from the last day on which Support and Maintenance expired for the applicable Software. PortX, or persons designated by PortX, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Software is used by Customer in accordance with the terms of this Agreement and that Customer has paid the applicable license fees and Support and Maintenance fees for the Software, provided that: (a) PortX may conduct no more than one (1) audit in any twelve (12) month period; (b) any such audit shall be subject to a mutually agreed upon non-disclosure agreement negotiated in good faith and entered into by the parties (including any third party agent PortX may use in connection with such audit); (c) the audit will be conducted during normal business hours; and (d) PortX shall use commercially reasonable efforts to minimize the disruption of Customer's normal business activities in connection with any such audit. PortX, or persons designated by PortX, shall not have physical access to Customer's computing devices in connection with any such audit, without Customer's prior written consent. Customer shall promptly pay to PortX any underpayments revealed by any such audit. Any such audit will be performed at PortX's expense, provided, however, that Customer shall promptly reimburse PortX for the cost of such audit and any applicable fees if such audit reveals an underpayment by Customer of more than five percent (5%) of the license amounts payable by Customer to PortX for the period audited.

11.9 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the

power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

11.10 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

11.11 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except that PortX may assign this Agreement in connection with a merger, acquisition, asset sale, or corporate reorganization. Any other attempt to assign is void.

11.12 Government End-Users. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement. This product was developed fully at private expense. All other use is prohibited.

11.13 Export Compliance. Customer may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or

resident of any such prohibited country or on any such prohibited party list. The Software and Cloud Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

11.14 Customer Acknowledgement. Customer agrees that PortX may from time to time identify Customer (with Customer's name, logo, or trademark) as a PortX customer in or on PortX's website, sales and marketing materials, or press releases. PortX may not use Customer's name, logo, or trademark for any other purpose without obtaining Customer's prior written consent.

ATTACHMENT 1

License Grant: Software

1. Grant of License. Subject to all of the terms and conditions of this Agreement, during the relevant Subscription Term, PortX grants to Customer a non-transferable, non-sublicensable, non-exclusive license to use the Software in object code form for Customer's own internal business operations, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) and all restrictions set forth in the applicable Order Form, including without limitation restrictions related to servers, users, and number of licensed API Units (i.e., the total number of API Units which are running the Software cannot exceed the number of API Units with respect to which the Customer has purchased licenses), computer, website, or field of use. In addition, any third party providing services ("Third Party Service Providers") to the Customer may use the Software solely for Customer's internal benefit and solely within the scope of the restrictions just described. Customer shall be liable for all violations of this Agreement by its Third Party Service Providers.
2. Installation and Copies. Customer may copy and install on Customer's computers for use only by Customer's employees and Third Party Service Providers one (1) copy of the Software for each Subscription designated in the applicable Order Form. Customer may also make one copy of the Software for archival purposes.
3. Use by Affiliates. Subject to the terms and conditions of the Agreement and of this Attachment 1, Customer's Affiliates may use the licenses granted to Customer, provided that: (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and of each Order Form; (c) Customer provides PortX advance written notice of each such Affiliate usage; (d) subject to the following subsection € , use of the Software by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and € notwithstanding the foregoing, Affiliates may not use Customer's rights under any "enterprise wide" or unlimited API Unit (or other unlimited quantity) licenses unless Affiliate usage is specifically designated in the applicable Order Form.

4. License Restrictions. Customer shall not (and shall not allow any third party to): (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage or permit others to do so, except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions (provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide PortX with thirty (30) days prior written notice and provide all reasonably requested information to allow PortX to assess Customer's claim and, at PortX's sole discretion, to provide alternatives that reduce any adverse impact on PortX's intellectual property or other rights); (b) sell, sublicense, rent, lease, distribute, market, or commercialize for any purpose, including timesharing or service bureau purposes: (i) the Software, (ii) any modified version or derivative work of the Software created by the Customer or for the Customer, or (iii) any PortX software, either modified or not, licensed under an open source license; (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software, any additional licensing terms provided by PortX via product documentation, notification, and/or policy change posted at <http://www.PortX.com>, and the terms of the Agreement; (d) remove any product identification, proprietary, copyright or other notices contained in the Software; € modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software; or (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.
5. Limited Software Warranty. PortX warrants, for Customer's benefit only, that during the Warranty Period, the Software shall operate in substantial conformity with the applicable Documentation. If during the Warranty Period the Software does not substantially conform to the description contained in the applicable Documentation, PortX's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for PortX to correct the defects in the Software; provided that this remedy is only available if Customer gives PortX written notice of such breach during the Warranty Period. Customer acknowledges that the Software is subscription-based and that, in order to provide improved customer experience, PortX may make changes to the Software and that in such event, PortX will update the Documentation accordingly.

ATTACHMENT 2

Grant of Access and Use: Hosted Solution

1. Provisioning. PortX will make the Hosted Solution available to Users pursuant to this Agreement and the relevant Order Forms during the Subscription Term. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by

PortX regarding future functionality or features. Subject to the terms and conditions of this Agreement in general and this Attachment 2 in particular, and the relevant Order Form(s), PortX grants Customer a limited, worldwide, non-assignable and non-exclusive license during the relevant Subscription Term to access and use the Hosted Service. The foregoing access license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Hosted Service as provided by PortX, in the manner permitted by this Agreement.

2. Subscriptions; Account Limitations. Hosted Solutions are purchased as Subscriptions and may be accessed by no more than the specified number of API Units set forth on an Order Form. The Hosted Solution also may be subject to account limitations as specified in the Order Form. Customer is responsible for using the Hosted Solution to monitor compliance with such account limitations.
3. Use by Affiliates. Subject to the terms and conditions of the Agreement and of this Attachment 2, Customer's Affiliates may use the licenses granted to Customer, provided that: (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and of each Order Form; (c) subject to the following subsection (d), use of the Hosted Solution by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and (d) notwithstanding the foregoing, Affiliates may not use Customer's rights under any unlimited API Units (or other unlimited quantity) licenses unless Affiliate usage is specifically designated in the applicable Order Form.
4. Customer Data. PortX maintains security of the Hosted Solution in accordance with the following policy: https://www.PortX.com/data_protection/. PortX may update this policy provided any such updates will not degrade or materially change PortX obligations therein. For the Hosted Solution, PortX does not directly store, monitor, track, or inspect Customer Data, including personally identifiable information (PII), and personal healthcare information (PHI). Customer may configure the appropriate software settings based on Customer's use and security standards. PortX will not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Data, except to access to address service or technical problems. Any exchange of data between Customer and any Third Party Solutions Components (or by Customer between two or more Third Party Solutions Components), is solely between Customer and the applicable provider of the Third Party Solutions Components.
5. Restrictions. Customer will not (i) permit any third party to access the Hosted Solution except as permitted herein and in the relevant Order Form, (ii) create derivative works based on the Hosted Solution, (iii) copy, frame or mirror any part or content of the Hosted Solution, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Hosted Solution, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Hosted Solution or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Hosted Solution in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Hosted Solution, (vi) sell, resell, rent or lease the Hosted Solution, (vii) use the Cloud Offerings to store or transmit infringing, libelous, or

otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Hosted Solution in violation of the Documentation or any PortX terms of service), (viii) store or transmit virus or other malicious code through the Hosted Solution, (ix) interfere with or disrupt the integrity or performance of the Hosted Solution or third-party products or data contained therein, or (x) attempt to gain unauthorized access to the Hosted Solution or their related systems or networks. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Hosted Solution, including without limitation all laws and regulations relating to the protection and non-disclosure of Customer Data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Hosted Solution in compliance with, any applicable data privacy or personally identifiable information.

6. **AWS Terms.** PortX uses the Amazon Web Service ("AWS") cloud infrastructure for its Hosted Solution. Customer acknowledges the use of the Hosted Solution is subject to the terms and limitations set forth in the AWS Customer Agreement: <http://aws.amazon.com/agreement/>.
7. **Warranty.** PortX warrants, for Customer's benefit only, that during the Warranty Period, the Hosted Solution shall perform materially in accordance with the Documentation. If during the Warranty Period the Hosted Solution does not perform materially in accordance with the Documentation, PortX's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for PortX to correct the defects in the Hosted Solution. Customer acknowledges that the Hosted Solution is subscription-based and that, in order to provide improved customer experience, PortX may make changes to the Hosted Solution and that in such event, PortX will update the Documentation accordingly.

ATTACHMENT 3

Grant of Access and Use: Platform Subscription

The PortX PortX Platform Subscription comprises the following:

- **License to PortX Banking Platform solution**
 - PortX Integration Manager
 - PortX Payment Manager
- **Unlimited Capacity; unlimited vCores usage**
- **One (1) Discovery Workshop per year**
- **One (1) Engineering Units**
- (If Ordered) **Premium Support and Monitoring**

Platform Subscription Terms

vCores

Customer is licensed to unlimited vCores in its use of the PortX Banking Platform.

Discovery Workshop

Upon mutual scheduling of the parties, PortX will engage with Customer to provide a workshop to gather requirements for Customer's integration priorities, assist Customer with planning for solutions, develop solution designs and provide documentation and a presentation. Travel expenses are not included in the subscription fee.

Engineering Unit

Customer will have access to PortX engineering resources (not to exceed 1 developer, and related support staff – architecture, project management and testing) for the purpose of deploying and configuring PortX in the Customer's environment, and developing requested API's, within the following parameters:

- Customer shall submit a ticket to PortX for each requested project.
- Customer will provide PortX with access to necessary personnel, technical specifications, and technologies (e.g. banking core, and other services for integration).
- PortX shall provide a project plan for delivering the project within two weeks of receipt of a project ticket.

Premium Support & Monitoring

As a replacement for PortX standard support, Customer shall receive Premium Support as described in Attachment 1, which includes 24/7 support. Additionally, PortX shall implement an advanced automated framework. The automated monitoring will notify the PortX support team of critical errors or outages of the Customer's PortX Banking Platform instance, enabling PortX to proactively remedy such issues as efficiently as possible.

Intellectual Property

Work Product – Ownership & Support

While providing integration, implementation, configuration, and development for Customer under the PortX Platform Subscription, PortX may create derivative works of PortX software, develop new software (including API's) or other works of authorship (collectively "Work Product"). Subject to Customer's ownership interest in, and PortX obligations with respect to, Customer's Confidential Information, PortX shall own all right title and interest in and to all Work Product, including all intellectual property

rights therein and thereto. Subject to the additional terms below, all Work Product shall be subject to the Master Subscription Agreement and Premium Support & Monitoring during the subscription term.

Transferability – License (post subscription term)

Subject to Customer’s full payment of all contracted fees, PortX hereby grants Customer, solely for Customer’s and its affiliates’ internal business operations, a limited, non-exclusive, non-transferable (except in connection with a merger, acquisition, asset sale or corporate reorganization) perpetual right and license to: (a) Use Work Product that are API’s, (b) modify and configure such Work Product that are API’s as may be necessary to permit Customer to transfer and continue to utilize such Work Product API’s (e.g. outside of the PortX platform), and (c) permit affiliates or third-party contractors to perform services on Customer’s behalf, to effectuate Customer’s rights hereunder, provided that (i) such use must be solely for the benefit of Customer or affiliates; (ii) Customer shall be responsible for all acts and omissions of such third parties, and (iii) Customer shall not sublicense such Work Product API’s to any third-party. For clarity and the avoidance of doubt, any such Work Product that are subject to this provision are not eligible for support or maintenance.