

## Stedi Service Terms

Please read these service terms (“**Service Terms**”) carefully before using the services offered by Stedi, Inc. (“**Stedi**”). By creating a Stedi account, using any of the Services, or mutually executing of one or more order forms with Stedi (each, an “**Order Form**”), you (“**customer**”, “**you**”, or “**your**”) agree to be bound by these terms (together with any Order Forms (including anything incorporated by reference therein), the terms and conditions of the NDA (if any), and any amendments to any of the foregoing as may be agreed upon by the parties, the “**Agreement**”) to the exclusion of all other terms. If you are entering into this agreement on behalf of an entity, then you represent and warrant that you are authorized to bind such entity to the terms of this agreement. If the terms of this agreement are considered an offer, acceptance is expressly limited to such terms.

### 1. Scope; Payment.

- 1.1 **Terms and Conditions.** These Service Terms set forth the terms and conditions applicable to the Services. Unless defined elsewhere in these Service Terms, terms in capital letters have the meanings set forth in Section 13 (Definitions). Customer and Stedi may be referred to collectively as the “**Parties**” or individually as a “**Party**”.
- 1.2 **Fees; Payment.** Customer shall pay Stedi fees as set forth in each applicable Order Form (“**Fees**”). All Fees shall be invoiced according to the terms set forth in each applicable Order Form. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Stedi’s net income). All Fees paid are non-refundable (except as stated in Section 9.4) and are not subject to set-off. If Customer exceeds any User or usage limitations set forth on each applicable Order Form, then (i) Stedi shall invoice Customer for such additional Users or usage at the overage rates set forth on each applicable Order Form (or if no overage rates are set forth on each such Order Form, at Stedi’s then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the initial term of each applicable Order Form or then-current renewal term for each such Order Form (as applicable), and (ii) if each such Order Form Term renews (in accordance with Section 10 (Term and Termination), such renewal shall include the additional fees for such excess users and usage).

### 2. Licenses.

#### 2.1 Licenses.

- 2.1.1 Stedi hereby grants to Customer during the term set forth in each Order Form (or, in the case of Services provided by Stedi on a free trial basis (“**Free Trial**”), for a period of time determined by Stedi in its sole discretion), subject to Section 2.1.2, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Services set forth on such Order Form or Free Trial, to access and use the such Services and to allow its Users to access and use such Services (solely for the benefit of Customer and its Affiliates) in accordance with each such Order Form or Free Trial.
- 2.1.2 Subject to Section 2.3, Customer may use the Service only: in support of the internal operations of Customer’s and its Affiliates’ business(es) or organization(s), in connection with Customer’s and its Affiliates’ products and services (but, for clarity, not as a stand-alone product or service of Customer or its Affiliates), and/or in connection with Customer’s and its Affiliate’s interactions with Users.

- 2.1.3 Customer may make a reasonable number of copies of the Documentation as necessary to use such Services in accordance with the rights granted under this Agreement, provided that Customer includes all proprietary legends and other notices on all copies. Stedi retains all rights not expressly granted to Customer under this Agreement.
- 2.2 **Affiliates and Contractors.** With respect to Affiliates and Contractors that Customer allows to use the Licensed Materials: (a) Customer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Customer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Customer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Customer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Customer will be deemed the act or omission of Customer.
- 2.3 **Restrictions.** Except as specifically provided in this Agreement, Customer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Services; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.
- 2.4 **Open Source Software.** Subject to the requirements of Section 5.1(c), Services may contain or be provided with Open Source Software. If Customer's use of the Services subjects Customer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in each Order Form or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, (ii) and except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.
- 2.5 **Additional Terms.** Shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Customer or its Users. All such Additional Terms will be deemed accepted by Customer in their entirety.
- 2.6 **High-Risk Activities.** The Service is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Services could lead to severe physical or environmental damages ("**High Risk Activities**"). Customer will not use the Services for High Risk Activities.

- 2.7 **Sandbox Accounts; Free Trials.** Stedi may offer Free Trials. Stedi reserves the right to modify or terminate Free Trials at any time, without notice and in its sole discretion.

ANY CUSTOMER MATERIALS THAT CUSTOMER PROVIDES OR MAKES AVAILABLE TO STEDI DURING THE PROVISION OF FREE TRIAL MAY BE PERMANENTLY DELETED, AT STEDI'S DISCRETION, UNLESS CUSTOMER EXECUTES AN ORDER FORM FOR THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL OR EXPORTS SUCH CUSTOMER INFORMATION BEFORE THE END OF THE FREE TRIAL PERIOD.

NOTWITHSTANDING SECTIONS 3 (Support; Service Levels), 5 (Warranties), 8 (Limitations of Liability), and 9 (Indemnification) BELOW, FREE TRIAL ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND STEDI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE TRIAL UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE STEDI'S LIABILITY WITH RESPECT TO THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO STEDI AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE TRIAL, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

### 3. **Support; Service Levels.**

- 3.1 **Service.** Stedi will provide the Services to Customer in accordance with each Order Form (if applicable) during the term thereof. Stedi will provide Customer all license keys, access credentials and passwords necessary for access and use of the Service.
- 3.2 **Support Services.** Stedi will make available to Customer Documentation concerning the use and operation of the Services. Customer hereby agrees to the terms and conditions of Stedi's standard Support and Availability Policy available at <https://www.stedi.com/docs/legal/service-level-agreements>.

### 4. **Proprietary Rights.**

- 4.1 **Licensed Materials.** Subject to the licenses granted herein, Stedi will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Customer any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.
- 4.2 **Feedback.** Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), provided however, that Feedback does not include any Proprietary Rights of Customer or Customer's Affiliates or any Customer Data or Customer Materials. Stedi may use and incorporate Feedback in Stedi's products and services without compensation or accounting to Customer, provided that neither Stedi nor its use of the Feedback identifies Customer as the source of such Feedback. Feedback is not confidential to Customer. Customer will have no obligation to provide Feedback, and all Feedback is provided by Customer "as is" and without warranty of any kind.

### 5. **Warranties.**

- 5.1 **Compliance with Laws.** Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time (“**Laws**”) applicable to such Party in its performance under this Agreement.
- 5.2 **Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.
- 5.3 **Disclaimer.** THE LICENSED MATERIALS ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE LICENSED MATERIALS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE LICENSED MATERIALS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 6. Confidentiality.

- 6.1 **Confidential Information.** “**Confidential Information**” means any nonpublic information directly or indirectly disclosed by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party’s Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Stedi.
- 6.2 **Obligations.** The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or

access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Services, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3 **Compelled Disclosure.** If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Customer is a government agency or entity, Customer will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 **NDA.** Customer and Stedi may agree to a separate nondisclosure agreement between Customer and Stedi (or the respective Affiliates of Customer and Stedi) ("**NDA**") that applies to disclosures occurring during the term of the Agreement, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

## 7. **Additional Obligations and Responsibilities.**

### 7.1 **Acceptable Use; Restrictions on Sensitive Information.**

7.1.1 Customer will not intentionally use the Services to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Services, component or data contained therein or on Stedi's system or network or circumvent the security features of the Services; or (d) perform penetration testing, vulnerability testing or other security testing on the Services, component or Stedi's systems or networks or otherwise attempt to gain unauthorized access to the Services or Stedi's systems or networks.

7.1.2 Customer will not use the Services to store or process (1) patient, medical, or other protected health information (collectively, "**PHI**") regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**") (unless Customer specifically requests from and enters into a Business Associate Addendum with Stedi); (2) credit, debit, or other payment card data, including bank account numbers; (3) social security numbers, driver's license numbers, or other government identification numbers; (4) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations) (collectively, "**Highly Sensitive Information**"). Supplier shall have no responsibility

for Highly Sensitive Information where the Service is not approved by Stedi to be used with Highly Sensitive Information.

7.1.3 Stedi may suspend Customer's or a User's right to access or use any portion or all of the Service immediately upon notice to Customer (a) if Stedi, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Customer or a User's use of the Service poses a material risk to the security or operation of Stedi's systems, the Service or the systems or data of any other customer, or (ii) Customer or a User's use of the Service violates this Section 7.1 or is illegal or fraudulent; or (b) Customer fails to pay any undisputed amounts within 30 days after notice of past due amounts. To the extent reasonably practicable, Stedi will limit the suspension of the Service pursuant to subsection (a) as needed to mitigate the applicable risk. Stedi will promptly restore the Service to Customer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

## 7.2 **Customer Data and Customer Materials.**

7.2.1 Customer is and will continue to be the sole and exclusive owner of all Customer Materials, Customer Data and other Confidential Information of Customer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Stedi any rights of ownership or any other proprietary rights in or to the Customer Data and Customer Materials.

7.2.2 Customer will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Customer Data to Stedi and for Stedi to use Customer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Customer shares or permits access to Customer Data.

7.2.3 The Parties agree that Customer Data and Customer Materials are Confidential Information of Customer. Customer hereby grants to Stedi a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Customer Materials and Customer Data solely for the purpose of, and to the extent necessary for, performing Stedi's obligations under this Agreement. In no event will Stedi access, use or disclose to any third party any Customer Data or any Customer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Services and performing its obligations under this Agreement.

7.2.4 Customer will have full access to, and has the right to review and retain, the entirety of Customer Data contained in the Services. At no time will any computer or electronic records containing Customer Data be stored or held in a form or manner not readily accessible to Customer through the ordinary operation of the Services.

7.3 **System Data.** To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Customer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Customer or any device as originating through or interacting with Customer or its Affiliates ("**Identifiable System Data**"), Stedi may only collect and use Identifiable System Data internally to administer, provide and improve the Services, to identify opportunities for Customer to optimize its use of the Services, including the provision of additional training, and to identify to Customer complementary uses of Stedi's other products and services. Stedi will not use or disclose any Identifiable System Data for any other purpose unless otherwise

agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

- 7.4 **Use of Other Data.** Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Stedi's use of System Data or data derived from Identifiable System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with: Customer, Users or any other individual persons or entities identified in Customer Data, or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.
- 7.5 Customer represents and warrants that, unless otherwise agreed to by the Parties in an Order Form, Customer will not share any Personal Data with Stedi.

## 8. Limitations of Liability.

- 8.1 **Disclaimer; General Cap.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTIONS 2 (Licenses) AND 7 (Additional Obligations and Responsibilities), IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO STEDI HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER..

## 9. Indemnification.

- 9.1 **Stedi Indemnity.** Subject to Section 9.3, Stedi will, at its expense, defend Customer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Customer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations), ("**Claims**") to the extent arising out of or alleging infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Customer's use thereof as permitted under this Agreement. Stedi will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Customer in any such Claims.
- 9.2 **Customer Indemnity.** Subject to Section 9.3, Customer will, at its expense, defend Stedi and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Stedi Indemnified Parties**") from and against any and all Claims to the extent arising out of or alleging any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Customer Materials or Customer Data or Stedi's use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful receipt, processing, transmission or storage of Customer Data by Stedi in the performance of its obligations as permitted under this Agreement resulting from breach of Customer's obligations under Section 7.2.2. Customer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Stedi in any such Claims. Notwithstanding any provisions

herein, if Customer is a government entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3 **Process.** The party(ies) seeking indemnification pursuant to this Section 9 (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) will give the other Party (the “**Indemnifying Party**”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties’ prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a).

9.4 **Infringement Remedy.** In addition to Stedi’s obligations under Section 9.1, if the Services or other Licensed Materials is held, or in Stedi’s opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Stedi’s opinion an injunction is likely to be obtained, that would prohibit or interfere with Customer’s use of the Licensed Materials under this Agreement, then Stedi will at its option and expense either: (a) procure for Customer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Stedi cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Stedi will notify Customer and either Party may terminate this Agreement, in which case Stedi will refund to Customer any fees prepaid to Stedi by Customer prorated for the unused portion of the Services. For clarity, Stedi’s indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Customer Indemnified Parties following an initial infringement Claim except that, if Stedi responds to an infringement Claim by accomplishing the solution in (b), Stedi will have no obligation to defend and indemnify Customer for infringement Claims arising from Customer’s use after the accomplishment of (b) of the infringing Licensed Materials for which Stedi provided modified or replacement Licensed Materials and a reasonable time to implement the modified or replacement Licensed Materials.

## 9.5 **Limitations.**

9.5.1 Stedi will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Stedi or its Personnel; (b) use of the Services in combination with third-party equipment or software not provided or made accessible by Stedi or not specifically referenced for use with the Licensed Materials by each Order Form or Documentation; or (c) use of the Licensed Materials by Customer in breach of this Agreement. Stedi’s liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Services in combination with



third-party equipment or software provided or made accessible by Stedi or specifically referenced by each Order Form or Documentation is limited to Stedi's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Stedi would be responsible for a 25% share of the defense and indemnity obligations).

9.5.2 Customer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Customer Materials or Customer Data not provided by Customer or its Personnel; or (b) use of the Customer Materials or Customer Data by Stedi in breach of this Agreement.

9.5.3 This Section 9 states the entire liability of Stedi with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Customer, and this Section 9 states the entire liability of Customer with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Customer Materials, Customer Data or any part thereof or by any use, receipt, storage or processing thereof by Stedi.

9.6 **Not Limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

## 10. Term and Termination.

10.1 **Term.** This Agreement will continue in full force and effect for the duration of the initial term or the then-current renewal term for each such Order Form or Free Trial (as applicable), unless terminated earlier by either Party as provided by this Agreement.

10.2 **Termination.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. Termination by Stedi pursuant to this Section does not prejudice Customer's right, and Stedi's obligation, to extract or assist with the retrieval or deletion of Customer Data as set forth in Section 10.3.2 following such termination.

### 10.3 Effect of Termination.

10.3.1 Upon termination or expiration of this Agreement, Customer's right to use the Services will terminate, and Customer's access to the Services may be disabled and discontinued.

10.3.2 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of the Services for any reason and on Customer's written request at any time before termination or expiration, Stedi will extract from the Services and return to Customer all Customer Data, or if Customer is able directly to retrieve or delete Customer Data using the Service, then for a period of 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of this Agreement for any reason, Customer may retrieve or delete Customer Data itself with support from Stedi as reasonably requested by Customer. If Customer retrieves or deletes Customer Data itself, Stedi will assist Customer, as reasonably requested by Customer, in validating whether the retrieval

or deletion was successful. Customer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Stedi's duty to return or enable Customer's retrieval or deletion of the Customer Data pursuant to this Section 10.3.2 may be delayed but will not be discharged due to the occurrence of any Force Majeure event. Following delivery to Customer of the Customer Data and Customer's confirmation thereof, or Customer's retrieval or deletion of Customer Data and Stedi's validation thereof or expiration of the applicable period, whichever is soonest, Stedi may, and within a reasonable time thereafter will, permanently delete and remove Customer Data (if any) from its electronic and hard copy records and will, upon Customer's request, certify to such deletion and removal to Customer in writing. If Stedi is not able to delete any portion of the Customer Data or Customer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Customer Data and Customer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Insurance), 12 (General) and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

## 11. Insurance.

11.1 **Coverages.** Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement.

## 12. General.

12.1 **Applicable Law.** This Agreement will be governed and interpreted under the laws of the State of New York, excluding its principles of conflict of laws. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in New York City, New York. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 **Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Stedi may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Customer may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Customer's account or the Customer's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

- 12.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.
- 12.4 **Export Laws.** Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Customer, where Customer or its Users use the Services or Services, and in the case of Stedi, where Stedi provides the Services or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Customer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.
- 12.5 **Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than 14 days, Customer may cancel the Services and receive a pro rata refund of any fees prepaid by Customer to Stedi for such unperformed portion.
- 12.6 **Government Rights.** As defined in FARS §2.101, the Services and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 12.7 **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 12.8 **No Third-Party Beneficiaries.** Except as specified in Section 9 (Indemnification) with respect to Customer Indemnified Parties and Stedi Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 12.9 **Notices.**

- 12.9.1 **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the Stedi Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Stedi Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- 12.9.2 **To Us.** To give us notice under this Agreement, you must contact Stedi by overnight courier or registered or certified mail to the mailing address below, or by emailing legal@stedi.com. We may update the address for notices to us by posting a notice on the Stedi Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

Mailing address:

Stedi, Inc.  
382 NE 191<sup>st</sup> St  
PMB 58460  
Miami, FL 33179

- 12.10 **Nonwaiver.** Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.
- 12.11 **Publicity.** Stedi may issue publicity materials or press releases that refer to Customer or its Affiliates, or use any trade name, trademark, service mark or logo of Customer or its Affiliates in any advertising, promotions or otherwise, without Customer's prior written consent. Customer will not issue any publicity materials or press releases that refer to Stedi or its Affiliates, or use any trade name, trademark, service mark or logo of Stedi or its Affiliates in any advertising, promotions or otherwise, without Stedi prior written consent.
- 12.12 **Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Customer and Stedi, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Customer and Stedi. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.
- 12.13 **Severability.** If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.
- 12.14 **Subcontracting.** Stedi may use Subcontractors in its performance under this Agreement, provided that: (a) Stedi remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Stedi or cause any loss of

warranty under this Agreement; and (b) Stedi agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Stedi such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Stedi. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Stedi will be deemed the act or omission of Stedi. Upon request, Stedi will identify to Customer any Subcontractors performing under this Agreement, including any that have access to Customer Data, and such other information reasonably requested by Customer about such subcontracting.

- 12.15 **Dispute Resolution.** The Parties hereby agree that any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by arbitration in accordance with JAMS Comprehensive Arbitration Rules and Procedures before a JAMS arbitrator. The arbitration shall be conducted in New York, New York pursuant to JAMS Streamlined Arbitration Rules and Procedures. Each party may be represented by counsel in any such arbitration. During the course of any arbitration hereunder, each Party will (i) bear its own costs and attorneys' fees and any expert witness fees, and (ii) share equally the arbitrators' fees and expenses, provided that the arbitrators shall award to the prevailing party all reasonable attorneys' fees, expert witness fees, arbitrators' fees and all other expenses resulting directly or indirectly from such arbitration. Any arbitration under this Agreement shall be confidential, and either party may request that the arbitrators issue appropriate protective orders to safeguard each party's confidential information. Any award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. The arbitrators shall have the authority to award temporary, preliminary and permanent injunctive and equitable relief in the arbitration (in addition to any monetary relief); provided, however, that either party may opt at any time to seek equitable relief, including emergency injunctive relief, at any time, from a court of competent jurisdiction, and the other party shall not contest such court as a proper form for seeking such relief. Notwithstanding the foregoing, if any dispute, controversy or claim involves alleged improper use of Stedi's intellectual property rights, such matter shall not be subject to the arbitration provisions hereof but shall be resolved by a court or an administrative agency of competent jurisdiction.
- 12.16 **Modifications to the Agreement.** We may modify this Agreement at any time by posting a revised version on the Stedi Site or by otherwise notifying you in accordance with Section 12.9. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Stedi Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

### 13. Definitions.

- 13.1 **"Affiliate"** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.
- 13.2 **"Customer Data"** means all data, records, files, information or content, including text, sound, video, images and software, that is input or uploaded by Customer or its Users to or collected, received, transmitted, processed, or stored by Customer or its Users using the Services in connection with this Agreement. Customer Data is Confidential Information of Customer.
- 13.3 **"Customer Materials"** means any property, items or materials, including Customer Data, furnished by Customer to Stedi for Stedi's use in the performance of its obligations under this Agreement.

- 13.4 **“Contractor”** means any third party contractor of Customer or other third party performing services for Customer, including outsourcing suppliers.
- 13.5 **“Data Protection Law”** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data under the Agreement, including: (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (“CCPA”); (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) (together, collectively, the “GDPR”); (iii) the Swiss Federal Act on Data Protection; (iv) the UK Data Protection Act 2018; (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (vi) the Virginia Consumer Data Protection Act (“VCDPA”); (vii) the Colorado Privacy Act (“CPA”); and (viii) the Connecticut Data Privacy Act (“CTDPA”); and (ix) the Utah Consumer Privacy Act (“UCPA”); in each case, as updated, amended or replaced from time to time.
- 13.6 **“Documentation”** means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Services (including all information included or incorporated by reference in each applicable Order Form or Free Trial), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Stedi publishes or provides under this Agreement.
- 13.7 **“International Data Transfer Mechanism”** means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. “Transfer,” in the context of an International Data Transfer Mechanism, means to disclose or move personal data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.
- 13.8 **“Licensed Materials”** means the Services, Documentation and any other items, materials or deliverables that Stedi provides, or is obligated to provide, in connection with this Agreement.
- 13.9 **“Open Source Software”** means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.
- 13.10 **“Personal Data”** means information the Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a data subject. “Personal Data” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Personal Information,” as context requires, to the extent such information forms part of the Customer Data.
- 13.11 **“Personnel”** means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).
- 13.12 **“Proprietary Rights”** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

- 13.13 “**Services**” means all services and tasks that Stedi provides or is obligated to provide under this Agreement, including without limitation Support Services, as defined in each Order Form or Free Trial.
- 13.14 “**Stedi Site**” means <https://www.stedi.com> (and any successor or related site designated by us), as may be updated by us from time to time.
- 13.15 “**Subcontractor**” means any third party subcontractor or other third party to whom Stedi delegates any of its duties and obligations under this Agreement.
- 13.16 “**Support Services**” means the support and maintenance services for the Services that Stedi provides, or is obligated to provide, as described at <https://www.stedi.com/docs/legal/service-level-agreements> or in each applicable Order Form or Free Trial.
- 13.17 “**System Data**” means data and data elements (other than Customer Data) collected by the Services regarding configuration, environment, usage, performance, vulnerabilities and security of the Services that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Services.
- 13.18 “**User**” means Customer, its Affiliates and any person or software program or computer systems authorized by Customer or any of its Affiliates to access and use the Services as permitted under this Agreement, including Contractors of Customer or its Affiliates.

**Last modified: 2023-12-18**