

MASTER SERVICE AGREEMENT

This Service Agreement (this “**Agreement**”), dated as of the last date set forth on date of purchase (the “**Effective Date**”), is made by and between **OpStandard, Inc.**, a Delaware corporation (“**OpStandard**”, “**Service Provider**”, “**we**” or “**us**”) and you (the terms “**Customer**” “**you**” and/or “**your**” shall refer to the individual, entity or organization that accepts this Agreement, has access to your account or uses the Services). The Service Provider and Customer may be collectively referred to as “**Parties**” or “**each Party**”.

1. **General Agreement.** This Agreement consists of the general terms set forth in the body of this Agreement. This Agreement supersedes and replaces any prior agreement between the Parties concerning the subject matter hereof.
2. **Services.** Subject to the terms and conditions of this Agreement, Service Provider hereby grants Customer a non-exclusive access to use the Service described on any Purchase Agreement hereto (the “**Service**”). The Service shall be hosted on third party servers and shall not be hosted on-premises on any Customer server or device. Customer acknowledges and agrees that the nature of the Service may change from time to time in the ordinary course of OpStandard’s business as the OpStandard platform and service evolves. OpStandard may review, improve, change, or discontinue (temporarily or permanently) the Service or any features, information, materials, or content relating to the Service at any time, with or without notice to you.
3. **Use of Service.** Customer shall use the Service only for its intended business purpose. Customer shall not use the Service for any purpose that violates any applicable federal, state or local laws, rules and regulations or is or would reasonably be deemed to be abusive, harassing, threatening or offensive to others. Customer shall not (a) alter, adapt, modify or translate the Service in any way for any purpose, including without limitation error correction; or (b) distribute, rent, loan, lease, transfer or grant any rights in the Service or modifications thereof in any form to any person or entity.
4. **Account Login.** Access to the Service shall be cloud-based. To access the Service, you must create an account. You agree to (a) provide accurate, truthful, current and complete information when creating an account; (b) maintain and promptly update your account information; (c) maintain the security of your account by not sharing with any third parties (except your employees, contractors, representatives or authorized agents) your password with others and restricting access to your account and your computer(s); (d) promptly notify OpStandard if you discover or otherwise suspect any security breaches related to the Service; and (e) take responsibility for all activities that occur under your account. Your account, associated login credentials and access to the Service may be suspended in the event that you breach any term of this Agreement
5. **Additional Requirements.** Any data or other material stored on, saved to or otherwise uploaded in connection with Customer’s use of the Service shall be so stored, uploaded or saved using a Secure File Transfer Protocol (SFTP). Such data or material shall consist of

lawful material only, and shall be so stored, uploaded or saved for lawful purposes only, and in all other respects handled in accordance with applicable law and regulations.

6. Ownership of Intellectual Property.

- a. As between OpStandard and Customer, the Service and all intellectual property rights associated therewith shall at all times be the sole and exclusive property of OpStandard. Such associated intellectual property rights include, but shall not be limited to, any patents, copyrights, copyright registrations and applications, trade secrets, know-how, databases, data compilations and collections, customer and technical data, software applications, programs and code, trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin, domain names and web addresses, and any registrations or applications for registration for any of the foregoing used in or relating to the provision of the Service or OpStandard's business or operations more generally.
- b. As between OpStandard and Customer, Customer will retain all right, title and interest in and to all Customer data and content created by Customer or its authorized personnel using the Service. Customer retains copyright and any other rights Customer already holds in its content, and Customer is responsible for protecting those rights, as appropriate.

7. Fees & Payment. Customer shall pay OpStandard according to the terms and conditions of this Agreement and as set forth in any Purchase Agreement hereto. If applicable fees are not paid in a timely manner, your access to the Services may be terminated until you pay the applicable fees. OpStandard, at its sole discretion, may modify its pricing from time to time, and such new pricing shall be effective upon the renewal of any Term (as defined below) of this Agreement. All payments must be made: (a) by credit/debit card via an authorized OpStandard payment processor. You hereby: (i) authorize OpStandard (or its authorized payment processor) to charge the credit/debit card number provided to OpStandard; and (ii) represent and warrant that you are authorized to use and have fees charged to the credit/debit card number provided to OpStandard. You may withdraw such authorization at any time.

8. Representations and Warranties: Each Party hereto represents and warrants that:

- a. **Corporate Existence and Qualification.** It is an entity duly organized or formed, validly existing and in good standing under the laws of its state of incorporation or formation, and has all required power and authority to own its assets and to carry on its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.
- b. **Authority.** It has all requisite power and authority to execute and deliver this Agreement and to perform its obligations here-under. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action. When executed and delivered

by each Party, this Agreement shall have been duly and validly executed by such Party and shall constitute a legal, valid and binding obligation, enforceable against such Party in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and (ii) general principles of equity.

9. **Term & Termination.** The term of this Agreement shall be as set forth in the Purchase Agreement hereto (the "**Term**"). This Agreement may be terminated prior to the end of the Term (i) by mutual consent of the Parties; (ii) by either Party if the other Party commits a material breach of this Agreement that is not capable of remedy; (iii) by either Party if the other Party fails to cure any material breach that is capable of remedy within thirty (30) days of being notified in writing of such material breach; or (iv) by either Party if the other Party commences a voluntary or involuntary case in bankruptcy or similar proceeding or makes an assignment of all or substantially all of its assets for the benefit of creditors. Upon termination, Customer will pay any fees accrued prior to the termination date. Sections 1, 3, 6, 7, 9-13 (inclusive), 15 and 17 will survive termination of this Agreement.

10. **Confidentiality.** The Parties acknowledge that during the course of the transactions contemplated by this Agreement, one Party (the "**Disclosing Party**") may find it necessary or appropriate to share Confidential Information (as defined below) with the other Party (the "**Receiving Party**"). The Receiving Party will: (i) not use the Disclosing Party's Confidential Information except for the exercise of its rights or performance of its obligations hereunder; (ii) not disclose such Confidential Information to any party, other than its employees and consultants who have a "need to know" for the receiving party to exercise its rights or perform its obligations hereunder; and (iii) use at least reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder if such information: (1) is known or becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (2) becomes publicly known, except through a breach hereof by the Receiving Party; or (3) is independently developed by the Receiving Party without any use of the Disclosing Party's Confidential Information.

"**Confidential Information**" means any information provided by one Party to the other Party and concerning such disclosing Party's business or operations including, but not limited to, all tangible, intangible, visual, electronic, now-existing or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, code, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of this Agreement and any other potential agreement between OpStandard and Customer and the discussions, negotiations and proposals related to such potential

agreement; and (f) all other information which would, due to the nature of the information disclosed or the circumstances surrounding such disclosure, appear to a reasonable person to be confidential or proprietary.

11. Warranty Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED TO Customer HEREUNDER “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW OR AS SET FORTH IN THIS AGREEMENT, OPSTANDARD DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE Service PROVIDED TO Customer HEREUNDER, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnity. Each Party (an “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its affiliates and their respective partners, shareholders, officers, directors, employees, agents, successors and assigns (each, an “**Indemnified Party**”) from any and all Losses (as defined below) incurred in connection with a claim asserted by a third party arising from or relating to: (a) a breach by the Indemnifying Party of any representation, warranty or covenant contained herein; (b) the Indemnifying Party’s violation of any applicable law, order or regulation; (c) an Indemnifying Party’s negligence, recklessness, willful misconduct or intentional misrepresentation, or, (d) an allegation that the Service or any other Intellectual Property provided by an Indemnifying Party in connection with this Agreement infringes or misappropriates a third party’s Intellectual Property rights, except, in the case of the forgoing clause (d), to the extent that such allegation relates to (i) the use of the Service in combination with other products or services in a way not contemplated by this Agreement, if the infringement would not have occurred but for such combination or (ii) an alteration or modification of the Service not directed or provided by or with the consent of the Indemnifying Party, if the infringement would not have occurred but for such alteration or modification. In the event of any claim for indemnification under this Section, each Indemnified Party shall provide prompt notice to any Indemnifying Party of any potential claim. The Indemnifying Party shall assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at the Indemnifying Party’s expense. “**Losses**” means any and all demands, claims, assessments, damages and penalties, in each case actually incurred by an Indemnified Party.

13. Limitation of Liability. OTHER THAN WITH RESPECT TO THE OBLIGATIONS SET FORTH IN SECTION 12 (INDEMNITY) OR BREACHES OF SECTION 10 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, OR (B) ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID (PLUS AMOUNTS PAYABLE) TO

OPSTANDARD IN THE PRECEDING SIX (6) MONTHS, EVEN IF THAT PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Feedback.** The Parties acknowledge that Customer may from time to time provide OpStandard with recommendations, enhancement requests, suggestions, or other feedback on the features or functionality of the Service (collectively, “**Feedback**”). In the event Customer provides OpStandard with Feedback, Customer hereby grants to OpStandard a perpetual, royalty-free, worldwide right to use such Feedback for any purpose. Notwithstanding the foregoing, in the event of a conflict between a grant of rights under this clause and the obligations of confidentiality set forth in this Agreement, the confidentiality obligations shall control.

15. **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

16. **Compliance with Laws.** Customer and OpStandard will each comply with applicable federal, state and local laws, rules and regulations relating to such Party’s performance of its obligations under this Agreement. In addition, neither Customer nor OpStandard shall engage in any unfair, deceptive, or abusive acts or practices.

17. **Miscellaneous.**

- a. **Notices.** Unless otherwise specified herein, any notice, consent or waiver required by this Agreement will be made in writing and will be delivered to the addresses set forth on the signature page hereto. All notices, consents, and waivers will be effective on actual receipt thereof.
- b. **Entire Agreement.** This Agreement sets forth the entire and final agreement between the Parties hereto regarding the subject matter of this Agreement, superseding all prior or contemporaneous discussions and other written and oral communications, agreements or contracts of any kind.
- c. **Modifications and Amendments.** This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties. Accordingly, no course of conduct will constitute an amendment or modification of this Agreement.
- d. **No Third-Party Beneficiary.** No person other than the Parties hereto will be entitled to any of the benefits of this Agreement or be deemed to acquire any rights hereunder.
- e. **Severability.** In the event any one or more of the terms or provisions contained in this Agreement or any application thereof will be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then (i) such term or provision shall be adjusted or limited to the minimum extent necessary to cure such invalidity or unenforceability and (ii) the validity, legality

and enforceability of the remaining provisions of this Agreement or any application thereof will not in any way be affected or impaired.

- f. **Binding Agreement.** This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. All transactions set forth under this Agreement are final and irrevocable.
- g. **Assignment.** Neither Party may assign this Agreement or any rights hereunder, whether by assignment, transfer or otherwise, without the prior written consent of the other Party in each instance.
- h. **Breach and Waiver.** No waiver of any breach of this Agreement will (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof.
- i. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In any action or suit to enforce any right or remedy under this Agreement, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.
- j. **Jurisdiction and Venue.** Each party hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts in San Francisco County, California, in connection with any action or dispute arising between the parties under or in connection with this Agreement.
- k. **Waiver of Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- l. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original of this Agreement, and both of which together will constitute one and the same Agreement. Facsimile and electronic (including .pdf) signatures will be deemed to be originals hereunder.