TERMS OF SERVICE

These Terms of Service (this "**Agreement**") are entered into between Equisolve, Inc. ("**Equisolve**") and the entity identified under "Company Name" (or similar field) within the terms agreed to between Equisolve and such entity that are set forth under the heading "Purchase Order Agreement" in a separate document (such terms, a "**Purchase Order Agreement**" and such entity, "**Client**") and are effective with respect to each Purchase Order Agreement as of the last signature date set forth on each Purchase Order Agreement (in each case, the "**Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Equisolve (each, a "**Party**" and, collectively, the "**Parties**") agree as follows:

1. SERVICES.

1.1. Services. This Agreement, along with each Purchase Order Agreement, governs the respective rights and obligations of each Party with respect to the services to be provided by Equisolve to Client as expressly set forth within each Purchase Order Agreement (collectively, the "**Services**"). Each Purchase Order Agreement is subject to this Agreement. Any change to a Purchase Order Agreement must be in writing and executed by the Parties.

A "**Website**" means a website developed and hosted by Equisolve on behalf of Client pursuant to the relevant Purchase Order Agreement. For the avoidance of doubt, the Website does not include the CMS (as such term is defined below), any hosting infrastructure, or any widgets, content, or code developed by a third party.

1.2. Order of Precedence. In the event of a conflict between terms of a Purchase Order Agreement and this Agreement, the Purchase Order Agreement will control with respect to such conflict.

1.3. Performance of Services. Equisolve shall perform the Services in accordance with this Agreement (including all exhibits hereto, including the Service Level Agreement (the "**SLA**") attached hereto as Exhibit A) and the Purchase Order Agreements.

1.4. Website Content. With respect to a Website, a core aspect of Equisolve's managed Services involves Equisolve's posting of Content on an ongoing basis onto such Website (collectively, "**Updates**"), where such Content is based solely on public information as set forth in (i)-(iv) below. Equisolve shall post the following Updates onto the Website: (i) the press releases identifying Client that are issued through the newswire services designated by Client to Equisolve, (ii) the SEC filings from SEC.gov that are filed by Client based on Client's CIK numbers, (iii) Client's stock price data as set forth under Client's stock ticker symbol, and (iv) updates based exclusively on content extracted from the aforementioned press releases or SEC filings after such press releases or filings have been made public. The Updates set forth in (i)-(iv) above are subject to prior consultation with Client during Client onboarding regarding Equisolve's Update processes and any modifications of such processes requested by Client from time to time as agreed between the Parties (for the avoidance of doubt, Client may opt-out of such Updates at any time upon notice to Equisolve, which Equisolve shall effectuate without undue delay).

In addition to the Updates, Equisolve may post other Content on behalf of Client upon receiving Client's authorization with respect to such other Content (instances where Client is deemed to have provided such authorization include uploads of Content to the CMS, Content received via the newswire services designated by Client to Equisolve, and submissions of Content for posting onto the Website via email or Equisolve ticketing system). "**Content**" means all content posted by Equisolve to a Website in accordance with this Agreement or otherwise provided by, or on behalf of, Client to Equisolve (which is deemed to include uploads of content to the CMS, content received via the newswire services designated by Client to Equisolve, and submissions of content for posting onto the Website via email or Equisolve ticketing system). For the avoidance of doubt, "Content" does not include Website IP or any other Intellectual Property Rights of Equisolve. Further, notwithstanding the foregoing, Client's live broadcasts via any streaming or teleconferencing service designated by Client to Equisolve or otherwise used by Client is deemed "Content," even when such broadcast is not posted onto the Website. As between the Parties, Client is responsible and liable for all Content and owns the Content.

1.5. **Accessibility Requirements.** The following are Equisolve's responsibilities under the Accessibility Requirements: Equisolve is responsible for building the Website source code and Website design (i.e., Website HTML and CSS and Website visual elements, respectively) so that, at the time the Website "goes live" (i.e., the time that the Website is first made available to the public online) ("**Go Live**"), such source code and design is in accordance with Equisolve's good faith understanding of the WCAG. Equisolve shall test such Website source code and design, and shall not make such Website Go Live (unless otherwise directed by Client), until such Website source code and design has zero violations (including, unless directed otherwise by Client, zero color contrast violations) reported by the then-current stable release of axe-core, the open-source accessibility testing engine maintained by Deque Systems, Inc. ("**axe-core**"), configured to run all axe-core rules tagged for WCAG 2.0, 2.1, and 2.2 Levels A and AA (the "**Accessibility Test**").For the avoidance of doubt, Equisolve does not have any responsibility under the Accessibility Requirements for any Content. "**Accessibility Requirements**" means, collectively, (a) Web Content Accessibility Guidelines 2.2 AA (the "**WCAG**") and (b) the accessibility requirements under the Americans with Disabilities Act.

1.6. **Right to Audit.** At Client's sole cost and expense (including the time incurred by Equisolve Personnel at Equisolve's then-current rates for such Personnel), Client (or an independent third-party auditor ("**Client's Auditor**") mandated by Client that is reasonably acceptable to Equisolve) may audit Equisolve with respect to Equisolve's privacy and information security obligations under this Agreement, including inspections, assessments, or any request by Client or Client's Auditor for Equisolve to provide responses to documentation (e.g., Standard Information Gathering (SIG) documents) (in each case, an "**Audit**"), subject to the following conditions:

1.6.1. Client shall provide Equisolve a written request for an Audit at least thirty (30) days in advance of such Audit, detailing the scope, duration, and timing of such audit. Client and Equisolve will confer in good faith regarding such scope, duration, and timing, including to minimize, to the extent possible, any need for Client, Client's Auditor, or Equisolve to partake "in-person" or "on-site" in any Audit but, rather, to partake in such Audit remotely (e.g., via electronic sharing of documentation, including any SIG documents or other questionnaires, or via telephone/video conferences). For the avoidance of doubt, the Audit will not include access by Client or Client's Auditor to (i) Equisolve's trade secrets or source code, (ii) confidential information relating to Equisolve's other clients or Equisolve's vendors (including Subprocessors), (iii) any site or property of Equisolve's other clients or Equisolve's vendors (including Subprocessors) or to any personnel of such other clients or vendors, or (iv) any of Equisolve's financial or employee information;

1.6.2. Only one (1) Audit is allowed in a twelve (12) month period (unless otherwise required by applicable law);

1.6.3. Client shall require Client's Auditor to enter into a nondisclosure agreement with Equisolve pursuant to such Audit, including for purposes of bringing effect to Section 1.6.4;

1.6.4. As between Equisolve, Client, and Client's Auditor, any information (including any notes, findings, or results) derived from, or received with respect to, any Audit shall be Equisolve's Confidential Information and shall be maintained in confidence by Client and Client's Auditor;

1.6.5. Any Audit shall be conducted during Equisolve's normal business hours, in a manner that limits interference with Equisolve's normal business operations, and in accordance with any applicable policies Equisolve provides to Client in writing; and

1.6.6. Upon written request by Client to Equisolve, Equisolve shall provide the following information to Client free of charge: (i) a copy of Equisolve's SOC 2 Type II report issued by Equisolve's independent auditors and (ii) any other security documentation that has been pre-prepared by Equisolve for general use across its clients. Such written request by Client to Equisolve for the information set forth under immediately preceding

sentence is not considered an Audit; for the avoidance of doubt, such information is still considered Equisolve's Confidential Information.

1.7. **Additional Third-Party Services and Technical Changes.** Client and Equisolve may, in each Party's sole discretion, agree in writing for Equisolve to (i) utilize additional services provided by a third party in connection with Client's receipt of the Services (each, a "**Third-Party Service**") or (ii) make technical or operational changes in connection with Equisolve's provision of Services (each, a "**Technical Change**"). All Third-Party Services and Technical Changes agreed to between the Parties will be at Client's sole cost and expense (including the time incurred by Equisolve Personnel at Equisolve's then-current rates for such Personnel in relation to such Third-Party Services or Technical Changes). Equisolve shall invoice Client for (a) all costs and expenses that a third party charges Equisolve for the applicable Third-Party Service or Technical Change and (b) all other costs and expenses that are Client's responsibility pursuant to this Section 1.7. Client shall pay the amounts set forth in such invoice to Equisolve within thirty (30) days of receipt of such invoice. For the avoidance of doubt, where Client is invoiced directly by a third party for a Third-Party Service or Technical Change for any of the amounts set forth in subsection (a) of the immediately preceding sentence, such amounts will not also be invoiced by Equisolve to Client. Equisolve has no responsibility or liability with respect to any Third-Party Services or Technical Changes.

2. FINANCIAL TERMS.

2.1. **Fees.** In consideration for the Services, Client shall pay Equisolve all undisputed fees specified in the applicable Purchase Order Agreement (the "**Fees**"). Client must only dispute Fees in good faith and must notify Equisolve of any disputed Fees within thirty (30) days of receipt of the applicable invoice or else Client's right to dispute the Fees within such invoice will be waived. Equisolve may increase Fees on a go-forward basis upon renewal of a Purchase Order Agreement, subject to ninety (90) days' advance written notice to Client prior to the expiration of the then-current term of such Purchase Order Agreement. Any such Fee increase will not exceed three percent (3%) over the prior term's Fees.

2.2. **Invoices and Payment.** Equisolve shall invoice Client for the Fees in accordance with this Agreement and the applicable Purchase Order Agreement. Undisputed amounts paid to Equisolve for work completed are non-refundable. Client shall pay all undisputed invoices pursuant to the terms specified with the Purchase Order Agreement. All payments shall be made in U.S. dollars.

If (i) Client has not paid an undisputed invoice for more than thirty (30) days past the due date and Equisolve has provided at least two (2) written notices to Client informing Client that such invoice is overdue or (ii) Client has committed a material breach of this Agreement (and such breach has yet to be cured), then, in either case of (i) and (ii), Client shall be considered to not be in good standing and Equisolve may suspend its Services, including suspending any access to, or availability of, Websites, without Equisolve having liability to Client in relation to such suspension.

2.3. **Taxes.** Client is responsible for any sales, use, excise, gross receipts, value-added, services, consumption, and other taxes and duties payable with respect to the provision of any Services (except for Equisolve's income taxes).

3. TERM AND TERMINATION.

3.1. **Term.** The term of this Agreement will begin on the Effective Date and continue in force unless and until terminated in accordance with this Article 3 (the "**Term**"). Any termination of this Agreement will result in the contemporaneous termination of all Purchase Order Agreements.

3.2. **Termination for Material Breach.** In the event of any material breach of this Agreement, the Party claiming breach may terminate this Agreement (either in whole or with respect to only the Purchase Order Agreements to which the breach relates) by giving thirty (30) days prior written notice of termination to the other Party, except that this Agreement will not terminate if that other Party has cured the breach within thirty (30) days of its receipt of such notice.

3.3. **Termination If No Pending Purchase Orders.** At any time after all Purchase Order Agreements are expired or terminated, either Party may terminate this Agreement immediately upon written notice.

3.4. **Termination for Insolvency.** This Agreement, and any or all Purchase Order Agreements, are terminable immediately without notice by a Party if the other Party: (i) voluntarily institutes insolvency, receivership, or bankruptcy proceedings, (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding, (iii) makes an assignment for the benefit of creditors, or (iv) undergoes any dissolution or permanent cessation of business.

3.5. **Suspension for Abusive Reporting.** If Client or Client's Personnel generate multiple incorrect reports of trademark infringement or other flagged activity for trademark use or activity that Client has preapproved, Equisolve may elect to suspend Services until the incorrect reports cease and Client shall use its best efforts to cause such reports to cease immediately and to remedy any consequences thereof. Where Client is unable or unwilling to cause such reports to cease within five (5) days of Client becoming aware of such reports, Client will be deemed to have materially breached this Agreement.

3.6. **Settlement of Payments.** Upon any early termination of this Agreement or any Purchase Order Agreement, Equisolve will invoice Client for, and Client shall pay, the undisputed Fees for Services provided up to the effective date of termination (as set forth in Article 2) and any other amounts due under this Agreement up to the effective date of termination.

3.7. **Survival.** The provisions of Article 2 (Financial Terms), Section 3.6 (Settlement of Payments) (in each case of Article 2 and Section 3.6, to the extent payment obligations have not been satisfied), this Section 3.7 (Survival), Section 6.1 (License Grants), the last sentence of Section 6.2 (Website Technologies), Article 7 (Confidentiality), Article 10 (Disclaimer and Liability), Article 11 (Miscellaneous Provisions), and any obligations imposed on Client under this Agreement regarding payment of Fees or payment of other amounts (e.g., Client's costs and expenses under Section 1.6 and Section 1.7, as applicable) will survive the expiration or termination of this Agreement for any reason.

4. **User Accounts.** As applicable upon entering into a Purchase Order Agreement, Client shall provide a list of Client Personnel that are authorized by Client to both (i) access and use Equisolve's content management system (for the avoidance of doubt, the content management system includes the related data feeds, automation functionality, and the Equisolve-provided Analytics Services) (the "**CMS**") and (ii) submit instructions to Equisolve in relation to the Services ((i) and (ii), collectively, an "**Authorized User**"). Equisolve shall then create an account for each Authorized User for access to, and use of, the CMS. As between the Parties, Client is solely responsible and liable for (a) instructions given to Equisolve by Authorized Users, (b) access to, and use of, Authorized Users' accounts or email addresses (except to the extent any unauthorized access or unauthorized use of such Authorized Users' accounts is caused by Equisolve's violation of Equisolve's obligations in the Data Protection Addendum), and (c) violations by Client, Authorized Users, or Client Personnel of the use limitations set forth in Article 5 below. Client shall not, and shall not permit Authorized Users to, share or otherwise provide Authorized User account information with or to any third party (including other Authorized Users to whom such account information does not pertain). If Client requires other Client Personnel to access the CMS, Client must request that Equisolve create an account for each such other Client Personnel (and, upon Equisolve creating such accounts, each such other Client Personnel shall also become Authorized Users, respectively). For purposes of this Agreement, "**Personnel**" means the affiliates, officers, employees, agents, contractors, consultants, vendors, or representatives of a Party or a Party's affiliates.

5. **CMS Use Limitations.** Client agrees that Client shall not, and shall not permit its Authorized Users or Personnel to, (i) modify, adapt, alter, translate, or create derivative works of the CMS, (ii) disable, disrupt, circumvent, or otherwise interfere with any feature, functionality, or control that prevents, restricts, or otherwise governs access to, or use of, the CMS, (iii) build a product or service using similar ideas, features, functions, or graphics of, or otherwise contained within, the CMS, (iv) sublicense, resell, rent, lease, transfer, or assign the CMS or its use thereof or offer the CMS on a time-share basis to any third party, (v) reverse engineer, decompile, decode, or disassemble the CMS, or (vi) otherwise attempt to derive

the source code for the CMS or attempt to gain access to any underlying code used to implement or deploy the CMS.

6. INTELLECTUAL PROPERTY AND PRIVACY.

6.1. License Grants. Neither Party transfers or licenses to the other Party any rights in, or to, its patents, patent applications, copyrights, trademarks, trade secrets, or other intellectual property rights (collectively, "**Intellectual Property Rights**"), except with respect to the licenses expressly granted under this Section 6.1. During the Term and thereafter, to the extent any Intellectual Property Rights of Equisolve are incorporated into any Websites pursuant to this Agreement (the "**Website IP**"), Equisolve hereby grants Client a royalty-free, non-exclusive, non-transferable license (except as provided herein), without the right to sublicense, to use the Website IP in connection with Client's use of such Websites for Client's business purposes (except that the Website IP shall not be used by Client for any business purposes that compete with Equisolve; such business purposes that compete with Equisolve includes building a website design and hosting service). For the avoidance of doubt, as between the Parties, Equisolve retains ownership of the CMS, Website and CMS source code, data feeds, infrastructure, design templates, and intermediate materials (including sketch files, Photoshop elements, stock photography, content documents, and design mock-ups). To the extent Client, or a third party on behalf of Client (e.g., Client's design agency), provides Equisolve with any Content or other materials, Client represents and warrants that it has all rights and licenses as needed for Equisolve to use such Content and other materials to perform the Services. Client hereby grants Equisolve a non-exclusive, non-transferable (except as provided herein), royalty-free license to use the Content and other materials referenced in the immediately preceding sentence to perform the Services.

6.2. Website Technologies. Upon Client's request, Equisolve shall integrate analytics, chat, marketing, or advertising services or search functionality, in each case, provided by Equisolve, Client itself, or third parties (collectively, "**Web Technology Services**") for the collection and use of data from, or in connection with, visitors to the Websites (collectively, "**Interaction Data**"). Web Technology Services might use tracking technologies, including cookies or pixels, for the collection of such Interaction Data. Notwithstanding anything to the contrary in this Agreement, as between the Parties, Client is solely responsible for and shall obtain all necessary consents, provide all necessary disclosures, and fulfill all other legal obligations under applicable law for any use of tracking technologies, Interaction Data, or Web Technology Services.

6.3. Email Lists. Where Client sends an email list to Equisolve for Equisolve to send email communications pursuant to the Services, such email list must only contain email addresses of individuals that have opted-in to receive email communications from Client. Equisolve shall use such email lists to the extent documentation of such opt-in has been provided or, where such documentation has not been provided, to the extent, in Equisolve's reasonable determination, use of such email list does not present a material risk of either generating spam complaints or otherwise affecting Equisolve's ability to send emails. As between the Parties, Client is responsible and liable for Equisolve's use of email lists uploaded by, or on behalf of, Client.

6.4. Data Protection Addendum. Equisolve and Client hereby agree to the Data Protection Addendum found here (https://www.equisolve.com/gdpr/dpa), which is hereby incorporated by reference into this Agreement.

7. CONFIDENTIALITY.

7.1. Definition of Confidential Information. "**Confidential Information**" means information disclosed by (or on behalf of) one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") under this Agreement orally, electronically, or in writing that is, in each case, marked as confidential or would reasonably be considered confidential under the circumstances in which it is presented and given the nature of the information, including, trade secrets, pricing, plans for new or existing products or services, information considered "material non-public information" (as such term is defined by applicable law or otherwise interpreted by applicable governmental authorities) ("**MNPI**"), documents and data related to customers, infrastructure,

security (including cybersecurity), processes, procedures, and inventions. Confidential Information excludes information: (i) that was previously rightfully known by the Receiving Party free of any obligation to keep it confidential, (ii) that is or becomes publicly known through no wrongful act of the Receiving Party, (iii) independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, (iv) in the public domain at the time of disclosure by the Disclosing Party, or (v) received from a third party that had a lawful right to disclose such information without any obligation to restrict its further use or disclosure.

7.2. Restrictions on Use and Disclosure of Confidential Information. The Parties acknowledge that, during the performance of this Agreement, each Party might have access to certain of the other Party's Confidential Information. Each Party agrees: (i) that all items of Confidential Information are proprietary to the Disclosing Party and will remain the Disclosing Party's sole property, (ii) to use Confidential Information solely to perform its respective duties, or exercise its rights, under this Agreement or as otherwise permitted under this Agreement, (iii) use a reasonable degree of care to protect such Confidential Information from dissemination (but, in any event, to use no less than the degree of care that such Party uses to protect its own similar Confidential Information), (iv) to not make any affirmative disclosure of such Confidential Information to any person or entity without the express written consent of the Disclosing Party, except to its affiliates and third parties to whom disclosure is necessary pursuant to (ii) above and who are bound in writing by duties of confidentiality and nondisclosure at least as restrictive as those set forth herein, and (v) upon request of the Disclosing Party, to return or destroy all Confidential Information that is in the Receiving Party's possession or control upon termination or expiration of this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, on the condition that the Receiving Party gives the Disclosing Party reasonable notice and the opportunity to seek confidential treatment, a protective order, or similar remedies or relief prior to disclosure, to the extent allowed under applicable law.

7.3. No Implied Licenses. Nothing contained in this Article 7 (i) obligates a Party to disclose its Confidential Information to the other Party, (ii) grants to, or confers on, a Party, expressly or impliedly, any rights or licenses to the Confidential Information of the other Party, or (iii) limits or diminishes the scope of any licenses granted under this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party represents and warrants that during the Term:

(i) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and

(ii) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (a) are not in violation or breach of, and does not conflict with or constitute a default under, any material contract, agreement, or any other commitment binding upon it; and (b) does not conflict with, or violate in any material manner, its respective obligations under applicable law, rule, regulation, judgment, order, or decree of any government, governmental instrumentality, regulatory authority, or court.

8.2. Ownership and Non-Infringement. During the Term, each Party represents and warrants that none of the materials provided by, on behalf of, such Party for use in connection with the performance of this Agreement or any Purchase Order Agreement, nor the possession or use of any of the foregoing by, or on behalf of, the other Party, in each case as permitted under this Agreement, will infringe any copyright or trademark rights of any third party.

8.3. Service Warranty. Equisolve represents and warrants to Client that (i) the Website will be, at the time of Go Live, designed in a competent, workman-like manner, and in accordance with then-current industry standards for website development companies and (ii) the Services will be

performed during the Term in a competent, workman-like manner, and in accordance with then-current industry standards for website development companies. With respect to the Accessibility Requirements, the warranty in the immediately preceding sentence is subject to the provisions regarding Accessibility Requirements under Section 1.5. Client acknowledges that industry standards and Client's applicable legal requirements may change post-Go Live and Client may request Equisolve to make additional changes relating thereto. Equisolve may, in its discretion, agree with Client to make such additional changes; however, Equisolve may charge additional fees to Client as a condition for Equisolve to make such additional changes and such fees (and related payment terms) shall be mutually agreed upon between the Parties before Equisolve is obligated to make such changes (and, for the avoidance of doubt, where the Parties cannot agree on such fees and related payment terms, Equisolve has no obligation to make such changes).

9. INDEMNIFICATION.

9.1. Mutual Indemnity. Each Party (the "**Indemnitor**") shall defend, indemnify, and hold harmless the other Party and its affiliates and its and their respective Personnel (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, lawsuits, and investigations brought by a third party ("**Third-Party Claims**") and shall pay any settlements, awards, fines, and reasonable attorney's fees and expenses and court costs associated with such Third-Party Claims, in each case to the extent arising from or relating to the gross negligence or willful misconduct of Indemnitor or its Personnel in connection with this Agreement.

9.2. Equisolve Indemnity. Equisolve will defend, indemnify, and hold harmless Client and its affiliates and its and their respective Personnel for all Third-Party Claims, and shall pay any settlements, awards, fines, and reasonable attorney's fees and expenses and court costs associated with such Third-Party Claims, to the extent arising out of or in connection with (i) Equisolve's breach of the Data Protection Addendum incorporated by reference in Section 6.4 or (ii) allegations that the Website, or component of a Website, as and in the form delivered by Equisolve to Client, infringes copyright or trademark rights.

9.2.1. Equisolve shall not have any liability or obligations to Client under this Section 9.2 (including Section 9.2.2 below) to the extent that any Third-Party Claim arises out of or is in connection with (i) compliance with, or integration of, Content or instructions provided by, or at the direction of, Client, Client Personnel, Authorized Users, or otherwise through an Authorized User's account, (ii) modifications of the Website by anyone other than Equisolve where the unmodified version of the Website would not be infringing, (iii) any combination of the Website with any third-party products, software, or services, or (iv) any content or code from a third-party resource service provider, such as a SEC Edgar filer, newswires, or Client-selected vendors.

9.2.2. In the event that (i) any Website provided by Equisolve is held to infringe or misappropriate the copyright or trademark rights of a third party or (ii) Equisolve believes that there is a risk that any Website could be found to infringe the copyright or trademark rights of a third party, Equisolve may, if commercially reasonable, at Equisolve's own expense and option: (a) procure for Client the right to continue to use such Website, (b) replace the components of such Website that are at issue with other components with the same or similar functionality, or (c) suitably modify such Website so that it is non-infringing and has the same or similar functionality. If none of the foregoing options are available to Equisolve on commercially reasonable terms, Equisolve may terminate the applicable Purchase Order Agreement to which such Website relates without further liability to Client, and in the event of such termination, Equisolve shall provide a pro-rata refund to Client of any fees paid in advance with respect to such Purchase Order Agreement.

9.2.3. This Section 9.2 states Client's sole and exclusive remedy, and Equisolve's sole and exclusive liability, regarding infringement or misappropriation of any Intellectual Property Rights of a third party.

9.3. **Client Indemnity**. Client shall defend, indemnify, and hold harmless Equisolve and its affiliates and its and their respective Personnel for all Third-Party Claims, and shall pay any settlements, awards, fines, and reasonable attorney's fees and expenses and court costs associated with such Third-Party Claims, to the extent arising out of or in connection with (i) any Content or the use thereof, (ii) the acts, omissions, or instructions (a) of Client, Authorized Users, or Client Personnel or (b) occurring through the use of an Authorized User's account or email address (except, in the case of this Section 9.3(ii)(b), to the extent caused by Equisolve's violation of Equisolve's obligations in the Data Protection Addendum), (iii) any misuse of the Services by or on behalf of Client, Authorized Users, or Client Personnel, or (iv) non-payment by Client to any third party in connection with a Third-Party Service or Technical Change.

9.4. **Indemnity Procedures.** A Party seeking indemnification for a Third-Party Claim under this Article 9 shall give the Indemnitor written notice of the Third-Party Claim promptly (and in any event no later than fifteen (15) calendar days after the service of the citation or summons). The failure to give timely notice as set forth in the immediately preceding sentence will not affect rights to indemnification under this Agreement, except to the extent that Indemnitor demonstrates actual damage caused by such failure. Indemnitor may elect to direct the defense or settlement of any such Third-Party Claim by giving written notice to the Party seeking indemnity; such election will be effective immediately upon receipt by the Party seeking indemnity of such written notice of election. The Indemnitor will have the right to employ counsel reasonably acceptable to the Party seeking indemnity to defend any such Third-Party Claim, or to compromise, settle, or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at Indemnitor's expense, except that the Indemnitor must not settle, or consent to any entry of judgment in, any such Third-Party Claim without obtaining either: (i) an unconditional release of the Party seeking indemnity (and all of its other Indemnified Parties) from all liability with respect to all claims underlying such Third-Party Claim or (ii) the prior written consent of the Party seeking indemnity. The Parties will fully cooperate with each other and will make available to each other any books or records reasonably useful for the defense of any such Third-Party Claim.

10. DISCLAIMER AND LIABILITY.

10.1. **Disclaimer.** EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH UNDER ARTICLE 8, THE CMS AND ALL SERVICES AND WEBSITES PROVIDED UNDER THIS AGREEMENT OR ANY PURCHASE ORDER AGREEMENTS ARE PROVIDED "AS IS" AND EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY REPRESENTATIONS OR WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

10.2. **Liability Exclusion.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING RELATING TO LOST REVENUES OR PROFITS, VALUATIONS, LOSS OF USE, LOSS OF COST, OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY PURCHASE ORDER AGREEMENTS, THE SERVICES, OR THE WEBSITES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE).

10.3. **Limitation on Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EQUISOLVE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PURCHASE ORDER AGREEMENTS, THE SERVICES, OR THE WEBSITES, COLLECTIVELY AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR

OTHERWISE), WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY, OR FOR THE BENEFIT OF, CLIENT TO EQUISOLVE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM ARISES OR (B) TWENTY-FIVE THOUSAND U.S. DOLLARS ($25,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLIENT AGREES THAT EQUISOLVE WILL NOT HAVE ANY LIABILITY UNDER THIS AGREEMENT IN CONNECTION WITH THE ACTS OR OMISSIONS OF (INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT), OR CONTENT PROVIDED BY, (X) THE NEWSWIRE SERVICES SELECTED OR OTHERWISE APPROVED BY CLIENT OR (Y) THE U.S. SECURITIES AND EXCHANGE COMMISSION (SEC).

10.4. Exceptions. The exclusions and limitations of liability set forth in Section 10.3 will not apply: (i) to the extent that acts or omissions of a Party constitute fraud or willful misconduct, (ii) to damages attributable to a breach of a Party's confidentiality obligations under Article 7 (Confidentiality), or (iii) to Client's payment obligations under this Agreement. However, notwithstanding anything to the contrary under this Agreement, Equisolve will not have any liability under this Agreement for any MNPI that is not submitted through Equisolve's restricted access area, the access to which is provided to Client, and for which Client receives training in relation to, as part of onboarding.

11. MISCELLANEOUS PROVISIONS.

11.1. Relationship of the Parties. Each Party is an independent contractor of the other Party. It is the Parties' intention that nothing in this Agreement constitutes (i) a partnership between, or joint venture by, the Parties or (ii) either Party being the agent of the other Party.

11.2. Arbitration. All adversarial proceedings arising out of or in connection with this Agreement, including claims at law, tort claims, statutory claims, equitable claims, or any other claim whatsoever, will be decided by binding arbitration before the American Arbitration Association, utilizing its Commercial Arbitration Rules. Venue for any arbitration between the Parties will be had, and is mandatory in, West Palm Beach, Palm Beach County, Florida to the exclusion of all other places of venue for all claims that arise under this Agreement. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding any of the foregoing, each Party may, without waiving any right or remedy available to such Party under this Agreement or otherwise, seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such Party.

11.3. Governing Law. This Agreement is governed by the laws of the state of Florida without regard to any statutory or common-law provision pertaining to conflicts of laws.

11.4. Portfolio. Client authorizes Equisolve to include Equisolve's work on behalf of Client in Equisolve's portfolio pursuant to industry practices.

11.5. Force Majeure. Except with respect to failure to pay any amounts due under this Agreement, non-performance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders, or restrictions, failure of suppliers, or any other reasonably unforeseeable reason where failure to perform is reasonably beyond the control and not caused by the negligence of the non-performing Party.

11.6. Assignment. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or otherwise transfer this Agreement to any of its affiliates, or in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all assets, or other change of control transaction, on the condition that, in all cases, the assignee agrees in writing to be bound by this Agreement and all respective Purchase Order Agreements. Any assignment or other transfer not in accordance with this Section 11.6 will be null and void.

11.7. **Successors and Assigns; Third-Party Beneficiaries.** This Agreement is binding upon and will inure to the benefit of each Party and their respective permitted successors or assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11.8. **Entire Agreement.** This Agreement and all Purchase Order Agreements in connection thereto set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior agreements, discussions, representations, covenants, promises, discussions, negotiations, and exchanges between them with respect thereto. If the Parties enter into any statement of work, purchase order, or similar purchasing or ordering instrument that purports to conflict with, modify, supersede, supplement, or otherwise alter (collectively, "**Alter**") the terms of this Agreement (each, a "**Non-Conforming Purchase Order**"), any terms in such Non-Conforming Purchase Order that Alter the terms of this Agreement will not be binding on the Parties and will have no effect, and the only terms from such Non-Conforming Purchase Order that will be binding on the Parties and given effect are those terms (i) setting forth the services, their corresponding prices, and payment and termination provisions regarding such services and (ii) that otherwise are expressly identified as Altering an expressly identified section of this Agreement. A Non-Conforming Purchase Order accepted by the Parties in writing will be deemed a "Purchase Order Agreement" under this Agreement to the extent set forth under this Section 11.8. It is both Parties' intention to give full effect to this Section 11.8.

11.9. **Interpretation.** The words "include," "includes," or "including" in this Agreement mean, in each case, "including without limiting the generality of the foregoing."

11.10. **Modification and Waiver.** No modification of, or amendment to, this Agreement or any Purchase Order Agreement will be effective unless signed in writing by authorized representatives of both Parties. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged.

11.11. **Notices.** All notices required under this Agreement will be sent via email. If sent to Equisolve, all notices will be sent by Client to legalnotices@equisolve.com. If sent to Client, all notices will be sent by Equisolve to the email address set forth in the applicable Purchase Order Agreement. All such notices will be deemed effective upon receipt by the other Party.

11.12. **Unenforceable Provisions.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, it is the Parties' intention that the other provisions of this Agreement will remain in full force and effect, and that such offending provision be replaced with an enforceable provision that as nearly as possible gives effect to the Parties' intent.

11.13. **Counterparts.** This Agreement and any exhibit attached hereto may be executed in multiple counterparts (which may be exchanged by facsimile or .pdf file), each of which will be deemed an original and all of which together will constitute one instrument.

Exhibit A

Service Level Agreement

99.999% Website Uptime
Once the Website is live, the Website will be available 99.999% of the time in a given month.

Performance Credit: Only if Client is in good standing, Equisolve shall credit Client's account 5% of the monthly Fee for each thirty (30) minutes of downtime in excess of the permitted downtime, up to 100% of Client's monthly Fee for the Services. For clarity, credits are not cumulative, cannot be applied towards additional months of Service, and the total credit available to Client in a given month (regardless of the amount of downtime or the number of Websites affected) will not exceed 100% of Client's monthly Fee for the Services.

Credit Requests
To receive a credit under this SLA, Client is required to email help@equisolve.com within seven (7) days of the applicable downtime and request a credit. Credit will only be given for incidents that are confirmed by Equisolve and its third-party monitoring system to have taken place.

Exclusions
The following are not covered by this SLA and are excluded from the uptime set forth above:

1. Downtime caused by Client or outside Equisolve's control, including DNS outages when Equisolve does not host the DNS, or acts or omissions by Client or Authorized Users (or via an Authorized User's account) in relation to the CMS;
2. Downtime due to account suspension pursuant to the second paragraph of Section 2.2 of the body of the Agreement;
3. Partial unavailability due to Internet connectivity issues on Client's networks or networks outside Equisolve's control;
4. Malicious attacks – if a third party initiates a "denial of service" or other form of disabling attack; or
5. Legal actions – if Equisolve is legally required to take down the Website.