This Master Service Agreement ("Agreement") is entered by and between (i) TIPO Entertainment, Inc. d/b/a MikMak, a Delaware corporation, or any MikMak Affiliate listed in Order Form ("MikMak"), and (ii) the individual, company, or other legal entity named as a customer in the Order Form ("Customer"), and (iii) the agency named as the Customer's agent ("Agency") in the Order Form, if any. This Agreement includes and incorporates each Order Form and each Statement of Work, if applicable. An Order Form or Statement of Work may be amended or added at any time if signed and dated by both parties.

BY (1) CLICKING OR CHECKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AND AGENCY (IF APPLICABLE) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF THE CUSTOMER OR AGENCY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. DEFINITIONS

1. **"Affiliates"** means those entities under common control of an entity.

2. **"Authorized User"** means each of Customer's employees, agents, and independent contractors who are provided access protocols by Customer or MikMak.

3. **"Beta Services"** means the service(s) MikMak makes available to Customer for testing purposes, subject to the terms and conditions described in Exhibit A. Exhibit A is hereby incorporated by reference.

4. **"Confidential Information"** means any trade secret, proprietary, or other nonpublic information of a party or its Affiliates (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure, or that the receiving party or its Affiliates (the "Receiving Party") knows or should reasonably have known is the confidential or proprietary information of the Disclosing Party, including but not limited to Disclosing Party's customer lists, strategic plans, network designs, relationship with vendors, pricing (including as reflected in any Order Form hereunder) and internal business operations shall be deemed Confidential Information without any marking or further designation. Information will not constitute the Disclosing Party's Confidential Information if it: (1) is already known by the Receiving Party without obligation of confidentiality; (2) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (3) is publicly known without breach of this Agreement; or (4) is lawfully received from a third party without obligation of confidentiality.

5. **"Customer Content"** means the data, information, text, graphics, photographs, images, video, audio, SKUs, return policies or other content owned or licensed by Customer and provided to MikMak under this Agreement or uploaded by Customer directly, including, product descriptions, suggested sale price, and any other information identified as the Customer Content, including, as applicable, sample products. Customer Content includes images or videos that are modified by MikMak for use in MikMak Platform video players, such as through the performance of video-editing services. Customer Content does not include the MikMak Platform video players that incorporate Customer Content or derivative works of these MikMak Platform video players.

6. **"Customer Trademark"** means the Customer's brands and all related trademarks, service marks, trade dress, slogans, logos, taglines, labels and other designs and product identifications.

7. **"Documentation"** means user guides, help information and other documentation regarding the MikMak Platform and Beta Services provided by MikMak to Customer in electronic or other form.

8. **"End User"** means those individuals/shoppers who access Customer Content through the shoppable media links enabled by the MikMak Platform.

9. **"MikMak Platform"** means MikMak's suite of proprietary web-based applications as described in a duly executed Order Form.

10. **"Order Form"** means an executed order form defining the scope of Customer's (or its Affiliate's, if applicable) use of the MikMak Platform, Beta Services, and other Services as applicable.

11. **"Performance Data"** means data collected from engagement with MikMak Platform-enabled Customer Content, such as number of visits, time spent, video completions, views of product information, clicks on the "add to cart" button and retailer selection. Performance Data is the data that MikMak collects while a user is using the MikMak Platform during the time period starting when they load MikMak Platform to until they "checkout" with an online retailer.

12. **"Personal Information"** means personal information, personal data, or other similar terms as defined by applicable Rules, or information that otherwise relates to an identified or identifiable natural person.

13. **"Rules"** means all consumer protection and data privacy and protection laws, rules, and regulations, applicable to the collection, use, sharing, or other processing of Personal Information under this Agreement, as may be updated or amended from time to time, including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), the California Consumer Protection Act (the "CCPA"), and the Children's Online Privacy Protection Act of 1998 ("COPPA"). More information about MikMak's compliance with Rules is set forth in its Privacy Policy located at www.mikmak.com/customerHome/tnc.

14. **"Sales Insights"** means the data analytics service leveraging retailer and affiliate APIs relating to users who engage with MikMak Platform-enabled Customer Content ("Sales Insights

Data"), which is then surfaced as data within the MikMak Platform. Sales Insights Data is gathered after a consumer clicks to "checkout" of the MikMak Platform and then buys the item in a reasonable amount of time from an online retailer.

15. **"Services"** means the MikMak Platform, Sales Insights, and/or any other services listed in any Order Form. Services shall be used by Customer in the Territory/ies set forth in an executed Order Form.

16. **"Territory"** means the United States unless otherwise set forth in an applicable Order Form.

2. PROVISION OF SERVICES

1. **Access.** MikMak will provide Customer with access to the Services during the term stated on the applicable Order Form. MikMak will provide to Customer the necessary passwords, security protocols and policies, network links or connections, and access protocols to allow Customer and its Authorized Users to access the Services. Customer will be solely responsible for any unauthorized access to, or use of, the Services, and notify MikMak promptly of any such unauthorized use known to Customer.

2. **License.** Subject to the terms and conditions of this Agreement, MikMak grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 12.5) license during the Term to: (1) access and use Services; (2) internally use and reproduce the Documentation; and (3) grant Authorized Users the right to access and use the Services. It is contemplated that Customer may permit its Affiliates and their respective employees, contractors and agents to access Services as Authorized Users subject to the terms of this Agreement, so long as Customer is responsible for ensuring that such Affiliates' Authorized Users comply with the terms hereof (altogether "License").   Additionally, if any such Affiliate executes an Order Form that incorporates and is subject to this Agreement, Customer agrees that by executing such Order Form, such Affiliate is agreeing to, and will be deemed to be joined as, a party hereunder and will be referred to as a "Customer" hereunder mutatis mutandis as if such Affiliate had executed this Agreement itself.   Unless otherwise set forth in any Order Form, the License is for use of the Services in the United States and its territories and possessions.

3. **MikMak Platform.** Subject to the terms and conditions of this Agreement, MikMak grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 12.5) license to use and effect the display of the MikMak Platform on Customer's digital properties or the digital properties of third-parties as identified by Customer ("Permitted Properties"). Notwithstanding the foregoing, Customer may sublicense the foregoing rights solely as necessary to effect the display of the MikMak Platform on the Permitted Properties. Customer will not modify, remove, obscure or disable any element of MikMak Platform.

4. **Sales Insights.** If the Services include the provision of Sales Insights, MikMak grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license to access the Sales Insights Data in the form and in accordance with the Documentation or instructions provided by MikMak.

5. **Restrictions.** Except as expressly permitted herein, Customer will not, and will not permit any Authorized User or other party to, directly or indirectly: (1) allow any third party who is not an Authorized User to access the Services, Beta Services, or Documentation; (2) modify,

adapt, alter or translate the Services, Beta Services, or Documentation; (3) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services, Beta Services, or Documentation for the benefit of any unauthorized third party (including, without limitation, for service bureau purposes); (4) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services or Beta Services, except as permitted by law; (5) interfere in any manner with the operation of the Services or Beta Services or the hardware and network used to operate the Services or Beta Services; (6) modify, copy or make derivative works based on any part of the Services, Beta Services, or Documentation; (7) access or use the Services or Beta Services to build a similar or competitive product or service; (8) attempt to access the Services or Beta Services through any unapproved interface; or (9) otherwise use the Services or Beta Services in any manner inconsistent with applicable law, the Documentation, or this Agreement.

6. **Additional Services.** Where the parties have agreed to MikMak's provision of additional or customized services ("Additional Services"), such Additional Services will be described in a duly executed Order Form or an attachment thereto which will include: (1) a description of the Additional Services to be performed; (2) the schedule for performance of such Additional Services; and (3) if separate from the fees for other Services, the fees for the performance of the Additional Services. It is understood that in connection with such Additional Services, MikMak may include in its deliverables to Customer certain trend or other industry information or data that is provided to Customer on a non-exclusive basis and is the property of MikMak or its licensors. In the event of a conflict between the terms and conditions of any Order Form and the terms and conditions of this Agreement, the terms and conditions of this Agreement will govern.

7. **Suspension of MikMak Services.** Customer acknowledges that MikMak may suspend the delivery of the MikMak Platform or any component thereof at any time, including without limitation as necessary to protect MikMak's systems from a denial-of-service attack, computer virus or any other threat to the security of MikMak's systems or data. MikMak will provide Customer with reasonable notice in advance of any planned Service suspensions. MikMak may also suspend delivery of Sales Insights at any time if it is no longer able for any reason to provide said service. In that case, MikMak will provide Customer with as much notice as reasonably practical.

3. INTELLECTUAL PROPERTY

1. **Ownership.** The Services (including without limitation the Sales Insights Data), Beta Services, Documentation, and all worldwide intellectual property rights in each of the foregoing, are

the exclusive property of MikMak and/or its suppliers and licensors. All rights in and to the Services, Beta Services, Sales Insights Data, and Documentation not expressly granted to Customer in this Agreement are reserved by MikMak and its suppliers and licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, Beta Services, Sales Insights Data, Documentation, or any part thereof. Except as set forth herein, Customer shall own all right, title, and interest in Customer Content and Performance Data.

2. **Customer Content; Performance Data.** Customer grants MikMak a non-exclusive, royalty-free and fully paid up license to use, reproduce, distribute, publicly display, publicly perform, modify and create derivative works of the Customer Content and Performance Data for the purpose of: (1) providing Services; (2) for MikMak's internal and diagnostic purposes (e.g., to develop, provide and improve the Services and future MikMak products and services); and (3) only with respect to Performance Data, surfacing it solely in de-identified and aggregate form that does not identify Customer or its End Users ("Anonymized Data") . All uses of the Customer Trademarks will be subject to the Customer's trademark guidelines as made available to MikMak. All goodwill associated with the Customer Trademarks will inure solely to the benefit of the Customer. The Customer Content and Customer Trademarks and all worldwide intellectual property rights in and to such content and marks shall be the exclusive property of Customer. All rights in and to the Customer Content and Customer Trademarks not expressly granted to MikMak in this Agreement are reserved by Customer.

3. **Permitted Properties.** As between the parties, the Permitted Properties and all content contained therein, apart from the MikMak Platform licensed hereunder, will remain the exclusive responsibility and/or property of Customer.

4. **Feedback.** Customer hereby grants to MikMak a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. This Section 3 shall survive termination of this Agreement.

4. FEES AND PAYMENT

1. **Fees.** Customer will pay MikMak the fees described on the applicable Order Form. Unless otherwise stated in the Order Form, payments shall be made in USD no later than thirty (30)

days after the date of invoice.   Customer will provide MikMak with complete, accurate and up-to-date Customer billing and contact information. MikMak reserves the right to suspend provision of the Services if fees are past due more than thirty (30) days.

2. **Taxes.** All fees owed by Customer in connection with this Agreement are exclusive of, and Customer will pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Customer in connection with this Agreement, except for employment taxes for MikMak employees and taxes based on MikMak's net income.

3. **Interest.** Any amounts not paid when due will bear interest at the rate of one- and one-half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER RESPONSIBILITIES

1. **Customer Warranty.** Customer represents and warrants that the Customer Content and the use thereof by or on behalf of MikMak as contemplated herein will not; (1) be deceptive, defamatory, obscene, pornographic or unlawful; (2) contain any viruses, worms or other malicious computer programming codes intended to damage MikMak's system or data; or (3) otherwise violate the rights of a third party. MikMak is not obligated to back up any Customer Content; Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense.

2. **Data and Security.** Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Services. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6. WARRANTIES AND DISCLAIMERS

1. **Representations of Both Parties.** Each party represents and warrants to the other that: (1) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (2) this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement, and (3) its execution and delivery of this Agreement, and its performance hereunder, will not violate or conflict with any other contract or agreement to which it is a party.

2. **Limited Warranty.** MikMak warrants to Customer that the Services will substantially conform to the Documentation. Provided that Customer notifies MikMak in writing of any breach of the foregoing warranty during the Term, MikMak will, as Customer's sole and exclusive remedy, use commercially reasonable efforts to correct the defect.

3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.2 , AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS," AND MIKMAK MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR DOCUMENTATION OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY MIKMAK. MIKMAK DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES AND MIKMAK SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CUSTOMER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE DISCLAIMERS CONTIANED IN THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN MIKMAK AND CUSTOMER, AND MIKMAK'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN. MIKMAK DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

7. LIMITATION OF LIABILITY

1. **Special Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OR DATA AND SIMILAR CLAIMS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

2. LIMITATION. THE MAXIMUM LIABILITY OF EACH PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO MIKMAK DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

3. **Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 7 will survive and continue in full force and effect despite any failure of consideration or of

an exclusive remedy. The parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties. This Section 7 shall survive termination of this Agreement.

8. CONFIDENTIALITY

1. **Confidential Information.** The Receiving Party agrees: (1) not to use or disclose any Confidential Information except as expressly authorized by this Agreement; (2) to protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with less than a reasonable degree of care; (3) to hold the Disclosing Party's Confidential Information in strict confidence; and (4) to limit access to the Disclosing Party's Confidential Information to those of its employees, agents or Authorized Users having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.

2. **Compelled Disclosure.** Nothing herein shall prevent the Receiving Party from disclosing any Confidential Information or Personal Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided, prior to any such disclosure, the Receiving Party shall use reasonable efforts to (1) promptly notify the Disclosing Party in writing of such requirement to disclose and (2) cooperate with the Disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order.

3. **Return or Destruction of Confidential Information.** Upon written request by the Disclosing Party, a Receiving Party shall destroy or return (as instructed by the Disclosing Party) all Confidential Information in its possession, except solely to the extent such Confidential Information may be deemed reasonably necessary to document the Receiving Party's performance or compliance with this Agreement. Nothing in this Section 8.3 shall require the destruction or alteration of computer back-up tapes or similar storage made in the ordinary course of the Receiving Party's business that contain the Disclosing Party's Confidential Information, provided that Receiving Party shall continue to comply with its obligations herein with respect to such Confidential Information. This Section 8 shall survive termination of this Agreement.

9. PERSONAL INFORMATION, DATA PROTECTION AND SECURITY

1. **Personal Information. Customer agrees that in performing its obligations hereunder, MikMak may process Personal Information related to Customer's employees, representatives, contractors, and End Users. MikMak agrees to process any such Personal Information in accordance with applicable Rules and this Agreement. Customer represents and warrants that it has provided all necessary notices and obtained all necessary consents required to provide Personal Information to MikMak pursuant to this Agreement, and that Customer has complied and shall continue to comply with all applicable Rules with respect to any Personal Information it makes available to MikMak in connection with this Agreement.**

2. **Security Measures.** MikMak will implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information within MikMak's control and take such other actions as are necessary to maintain conformance with high industry standards of security.

3. **Notification of Data Breach and Incident Response.** In the event an unauthorized third-party gains access to, alters, exfiltrates, or otherwise compromises the security of Personal Information (a "data breach") held by MikMak, MikMak shall promptly notify Customer and provide, to the extent possible, details of the data breach including the steps being taken to mitigate potential risks and harm. Notification by MikMak of a data breach does not represent any acknowledgement or acceptance by MikMak of fault or liability with respect to the data breach.

10. INDEMNIFICATION

1. **By MikMak.** MikMak will defend at its expense any suit brought against Customer, and will pay any settlement MikMak makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services misappropriate any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Effective Date. If any portion of the Services becomes, or in MikMak's opinion is likely to become, the subject of a claim of infringement, MikMak may, at MikMak's option: (1) procure for Customer the right to continue using the Services; (2) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (3) modify the Services so that they become non-infringing; or (4) terminate this Agreement and refund any unused prepaid fees for the remainder of the term then in effect, and, upon such termination, Customer will immediately cease all use of the Services and Documentation. Notwithstanding the foregoing, MikMak will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (5) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (6) any use of the Services in combination with other products, equipment, software or data not supplied by MikMak; or (7) any modification of the Services by any person other than MikMak or its authorized agents (collectively, the **"Exclusions"** and each, an **"Exclusion"**). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of MikMak, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

2. **By Customer.** Customer will defend at its expense and advance sufficient fees and costs to MikMak in connection with any third party suit brought against MikMak, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (1) the Customer Content misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent or (2) an Exclusion. This Section 10.2 states the sole and exclusive remedy of MikMak and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

3. **Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (1) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (2) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (3) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM

1. **Term.** This Agreement will begin on the Effective Date and continue in full force and effect as long as any such Order Form remains in effect. This Agreement will remain in effect for two (2) years from the expiration or termination of the final Order Form unless terminated by either party earlier under the terms hereof (the "Term").   Any termination of this Agreement constitutes a termination of all Order Form(s). Notwithstanding the foregoing, any provisions that by their nature are meant to survive the Term shall survive the termination or expiration hereof.

2. **Termination.**   Either party may terminate this Agreement for material breach by providing the other party no less than thirty (30) days' written notice specifying the nature of the alleged breach and providing such party a chance to cure. If no cure is made within the 30-day notice period, the party alleging the breach may terminate this Agreement with no further notice.

12. MISCELLANEOUS

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles. Customer hereby expressly consents to exclusive personal jurisdiction and venue in the state and federal courts for the county in which MikMak's principal place of business is located for any lawsuit arising from or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.   In the event of any dispute, the prevailing party will be entitled to collect from the other the fees and costs of litigation, including but not limited to attorneys' fees and expenses.

2. **Export.** Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from MikMak, or any products utilizing such data, in violation of the United States export laws or regulations.

3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

4. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

5. **No Assignment.** Except as is necessary in connection with providing Services, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that MikMak may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, other operation of law, or to a MikMak Affiliate without any consent of Customer. Subject to the foregoing, the terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

6. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic, health crisis or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

7. **Independent Contractors.** The relationship of MikMak to Customer is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of MikMak.

8. **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing by (1) a nationally recognized express mail service or (2) email. Notice by express mail service will be effective upon receipt or refusal of delivery. Notice by email will be effective when sent even if the sender receives a machine-generated message that delivery has failed, provided that the sender sends a tangible copy of the notice by express mail service with ten business days of sending the email message. Notice shall be delivered as set forth on the first page of this Agreement or as may be reflected in any Order Form:

9. **Counterparts.** This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement.

10. **Publicity.** During and after the Term (unless terminated by Customer due to MikMak's breach thereof), MikMak shall have the right to reference Customer as a customer of MikMak's (e.g., on the MikMak website and marketing materials), including using a Customer Trademark subject to Customer's written guidelines as provided to MikMak for such purposes, and Customer will make an appropriate representative available to answer questions about the Services from MikMak's potential clients. Customer will further allow MikMak to create and use a public case study during or after the Term, and Customer will agree to participate in at least one press moment with MikMak during or after the Term.

11. **Entire Agreement.** Except as may be set forth in any applicable policy or agreement concerning data, privacy or security, this Agreement is the complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and MikMak.

Exhibit A – Beta Services

1. **Supplemental Terms.** Notwithstanding anything to the contrary in the Agreement, the following terms shall apply to Customer's use of the Beta Services:

    1. **License.** The particular features and functionalities of Beta Services will be described in an Order Form executed by the parties. Subject to the terms and conditions of the Agreement, the relevant Order Form, and this Exhibit A, MikMak grants to Customer a limited, non-sublicensable, nonexclusive, nontransferable license to use the Beta Services, in accordance with the instructions supplied by MikMak.

    2. **Access and Restrictions.** Customer will only disclose the Beta Services and the information, reports, data, or other deliverables or work product accessed by or provided to Customer in connection with the Beta Services (collectively such information, reports, data, or other deliverables or work product, the "Beta Service Reports") to those of its Authorized Users as are necessary for the use expressly and unambiguously licensed hereunder, and only after such Authorized Users have agreed in writing to be bound by confidentiality obligations no less restrictive than those in this Agreement. Customer shall not, without the prior written consent of MikMak, disclose or otherwise make available the Beta Service Reports, Beta Services or copies thereof to any third party. The Beta Services and Beta Service Reports shall be (1) used for Customer's internal use only, and (2) MikMak's Confidential Information. The Beta Service Reports are not Performance Data.

    3. **Feedback.** MikMak makes the Beta Services available to Customer for purposes of evaluation and feedback without any compensation or reimbursement of any kind from MikMak. Customer hereby agrees to provide such feedback as reasonably requested by MikMak and acknowledges that MikMak owns any feedback provided. Customer grants to MikMak, if for any reason it is further needed, a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any MikMak product or service (including the Beta Services) at any time at the sole discretion of MikMak.

    4. **Modification and Termination.** MikMak reserves the right to modify or discontinue any aspect of the Beta Services at any time in its sole discretion, for any reason, with or without notice and without liability to Customer. MikMak reserves the right to immediately suspend or terminate Customer's access to and use of the Services (1) if Customer breaches the terms of the Agreement, this Exhibit B, or any applicable Third-Party Software terms; or (2) if any act or omission of MikMak's third party licensors negatively impacts MikMak's ability to provide the Beta Services to Customer; or (3) in its sole discretion at any time. With respect to each Beta Service, these terms will be in effect as of the date of execution of the applicable Order Form and will continue in force until the earlier of (4) the expiration or termination of the Agreement or of the Order Form(s) relating to Beta Service(s), (5) MikMak's suspension or termination of the Beta Service(s) in accordance with this Section, or (6) the date MikMak, in its sole discretion, makes such Beta Service generally publicly available. If MikMak makes the Beta Service(s) generally available, they will be

governed by the same terms and conditions as other "Services" under the Agreement (unless otherwise agreed in writing by the parties) and any documentation related to the Beta Services will be "Documentation" under the Agreement. MikMak may in its sole discretion choose to make continued provision of such Services subject to additional fees.

5.   **Warranties.** The parties acknowledge that the Beta Services are experimental in nature and that the Beta Services are provided "AS IS" and may not be functional on every machine or in every environment. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIKMAK MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE BETA SERVICES OR DOCUMENTATION OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY MIKMAK HEREUNDER. MIKMAK DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE BETA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. USE OF THE BETA SERVICES IS AT CUSTOMER'S OWN RISK.

6.   **Indemnification.** Customer will defend at its expense any suit brought against MikMak, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (1) Customer's use of the Beta Services, and (2) Customer's breach or alleged breach of its obligations under this Exhibit A.

7.   **Limitation on Liability.** IN NO EVENT SHALL MIKMAK BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO OR ARISING FROM THIS EXHIBIT B, AND/OR WHETHER DIRECT OR INDIRECT: (1) LOSS OF DATA, (2) LOSS OF INCOME, (3) LOSS OF OPPORTUNITY, (4) LOST PROFITS, AND (5) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT MIKMAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MIKMAK's LIABILITY HEREUNDER IS LIMITED TO $50.00.