

**OUTRAISE
CUSTOMER TERMS AND CONDITIONS**

Last Modified: 05/01/2025

These Customer Terms and Conditions (this “**Agreement**”), effective as of the date on which you click a button or check a box (or something similar) acknowledging your acceptance of this Agreement or you execute with Outraise an Order that incorporates this Agreement by reference (the “**Effective Date**”), is by and between Outraise Labs, Inc. with offices located at 330 7th Ave Suite 1401, New York, NY 10001 (“**Outraise**”) and the entity on whose behalf the individual accepting this Agreement accepts this Agreement (“**Customer**”). The individual accepting this Agreement hereby represents and warrants that it is duly authorized by the entity on whose behalf it accepts this Agreement to so accept this Agreement. Outraise and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties agree as follows:

1. **Definitions.**

1.1 “**Authorized User**” means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 “**Business Contact Data**” means Personal Information that relates to Outraise’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data Outraise collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.3 “**Client-Side Software**” means any Outraise software in source or object code form that Outraise makes available to Customer for use in connection with the Platform.

1.4 “**Customer Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data and Usage Data.

1.5 “**Documentation**” means Outraise’s end user documentation relating to the Platform that it makes available to its end-users from time to time.

1.6 “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 “**Order**” means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through Outraise’s online ordering process, the results of such online ordering process.

1.8 “**Outraise IP**” means the Platform, the Client-Side Software, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Outraise IP includes Business Contact Data and Usage Data and any information, data, or other content derived from Outraise’s provision of the Platform but does not include Customer Data.

1.9 “**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.10 “**Platform**” means Outraise’s proprietary hosted software platform, as made available to Authorized Users from time to time.

1.11 “**Professional Services**” means training, migration, implementation, integration, or other

professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.12 **“Sensitive Data”** means: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) protected health information as defined in the Health Insurance Portability and Protection Act, as amended (**“HIPAA”**); (iii) payment cardholder information or financial account information, including bank account numbers or other personally identifiable financial information; (iv) social security numbers, driver’s license numbers, or other government identification numbers; (v) other information subject to regulation or protection under specific laws such as the Children’s Online Privacy Protection Act (**“COPPA”**) or the Gramm-Leach-Bliley Act (**“GLBA”**), in each case as amended, or related rules or regulations; or (vi) any data similar to the above protected under applicable laws, rules, or regulations.

1.13 **“Statement of Work”** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.14 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.15 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.16 **“Usage Data”** means usage data collected and processed by Outraise in connection with Customer’s use of the Platform, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse.

1.17 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 14.8), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. The foregoing includes a limited license for Customer to install and use the Client-Side Software solely in support of Customer’s authorized use of the Platform. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Outraise hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 14.8), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any Outraise IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any Outraise IP; (v) use any Outraise IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any Outraise IP for purposes of competitive analysis of Outraise or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that

is to Outraise's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any Outraise IP for any activity where use or failure of the Outraise IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. Outraise reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Outraise IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Outraise may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) Outraise reasonably determines that (a) there is a threat or attack on any of the Outraise IP; (b) Customer's or any Authorized User's use of the Outraise IP disrupts or poses a security risk to the Outraise IP or to any other customer or vendor of Outraise; (c) Customer, or any Authorized User, is using the Outraise IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) Outraise's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of Outraise has suspended or terminated Outraise's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 6.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). Outraise shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. Outraise shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Outraise will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, Outraise may process Business Contact Data and Usage Data: (i) to manage the relationship with Customer; (ii) to carry out Outraise's core business operations, such as accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to Outraise, Customer, and Outraise's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which Outraise is subject. Outraise may also process Usage Data to monitor, maintain, and optimize the Platform. As between Outraise and Customer, all right, title, and interest in and to such Usage Data is owned solely and exclusively by Outraise.

2.7 Open Source Components. Certain aspects of the Platform, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Outraise will provide a list of Open Source Components for a particular version of any distributed portion of the Platform, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (i) Outraise will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (ii) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Outraise to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third-Party Products.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. Outraise may from time to time make Third-Party Products available to Customer or Outraise may allow for certain Third-Party Products to be integrated with the Platform to allow for, among other things, the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. Outraise is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing Outraise to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to Outraise that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

4. Support. During the Subscription Period, Outraise will use commercially reasonable efforts to provide Customer with basic customer support via Outraise's standard support channels during Outraise's normal business hours.

5. Professional Services. Outraise will perform Professional Services as described in an Order or Statement of Work. Customer will provide Outraise all reasonable cooperation required for Outraise to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse Outraise's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any software code or other work product of any kind ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Outraise and may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Fees and Taxes.

6.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay Outraise the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or credit or debit card payment via the link provided in the applicable invoice to such account as Outraise may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer pays online via credit or debit card, Customer agrees to be bound by the Stripe, Inc. Services Agreement available at <https://stripe.com/us/legal>. If Customer fails to make any payment when due, and Customer has not notified Outraise in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting Outraise's other rights and remedies: (i) Outraise

may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Outraise for all reasonable costs incurred by Outraise in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Outraise may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

6.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Outraise's income.

7. Confidential Information.

7.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

7.2 Duty. The receiving Party shall not use the disclosing Party's Confidential Information except to perform its obligations and exercise its rights hereunder nor shall it disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

7.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement until such Confidential Information is no longer considered a trade secret under applicable law through no wrongful act or omission of the receiving Party.

8. Data Security and Processing of Personal Information.

8.1 Customer Data. Customer hereby grants to Outraise: (i) a non-exclusive, irrevocable, royalty-free, worldwide license during the Subscription Period to reproduce, distribute, and otherwise use and display the Customer Data and perform all other acts with respect to the Customer Data as may be necessary for Outraise to

provide the Platform; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to: (a) reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Business Contact Data for the purpose of using such Business Contact Data for the purposes contemplated under this Agreement; and (b) merge, commingle, and otherwise combine Personal Information contained within Customer Data (e.g., name, address, and other attributes not concerning Customer's relationship with any particular individual) with other data provided by Outraise to create "**Combined Data**" and to use and exploit such Combined Data for any lawful purpose provided that in no event will Outraise disclose to any third party the nature, existence, or details of Customer's relationship with any particular individual whose Personal Information is contained within the Combined Data. Notwithstanding the foregoing, Customer acknowledges that Outraise collects data (including Personal Information) from a variety of sources, and such data may be similar or identical to data (including Personal Information) contained within Customer Data. Nothing in this Agreement prohibits or restricts Outraise from using or displaying data independently obtained by Outraise from public sources or other third-party sources, even if such data is related to an individual whose Personal Information is included in Customer Data. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform.

8.2 Security Measures. Outraise will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information) from unauthorized access, use, alteration, or disclosure.

8.3 Processing of Personal Information; No Sensitive Data. Outraise's rights and obligations with respect to Personal Information that it collects directly from individuals are set forth in Outraise's Privacy Policy <https://www.donoratlas.com/privacy.pdf>. Personal Information processed by Outraise on behalf of Customer will be governed by the terms of this Agreement. Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) the Platform is not designed to store Sensitive Data; and (ii) Customer will not use the Platform to store Sensitive Data and will not submit, post, or otherwise transmit through the Platform any Customer Data that includes or constitutes Sensitive Data.

9. Intellectual Property Ownership; Feedback.

9.1 Outraise IP. Customer acknowledges that, as between Customer and Outraise, Outraise owns all right, title, and interest, including all intellectual property rights, in and to the Outraise IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

9.2 Customer Data. Outraise acknowledges that, as between Outraise and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

9.3 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Outraise by mail, email, telephone, or otherwise, suggesting or recommending changes to the Outraise IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Outraise is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

10. Warranty Disclaimer. THE OUTRAISE IP IS PROVIDED "AS IS" AND OUTRAISE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OUTRAISE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. OUTRAISE MAKES NO WARRANTY OF ANY KIND THAT THE OUTRAISE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Outraise Indemnification.

(a) Outraise shall indemnify, defend, and hold harmless Customer from and against any and

all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any claim, suit, action, or proceeding brought by an unaffiliated third party ("**Third-Party Claim**") against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies Outraise in writing of the claim, cooperates with Outraise, and allows Outraise sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit Outraise, at Outraise's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If Outraise determines that neither alternative is reasonably commercially available, Outraise may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(c) This Section 11.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Outraise or authorized by Outraise in writing; (ii) modifications to the Platform not made by Outraise; (iii) Customer Data; or (iv) Third-Party Products.

11.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Outraise's option, defend Outraise from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by Outraise or authorized by Outraise in writing; in each case provided that Customer may not settle any Third-Party Claim against Outraise unless Outraise consents to such settlement, and further provided that Outraise will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11.3 Sole Remedy. THIS SECTION 11.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND OUTRAISE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability. IN NO EVENT WILL OUTRAISE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER OUTRAISE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUTRAISE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO OUTRAISE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

13. Subscription Period and Termination.

13.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

13.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) Outraise may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Outraise's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 7;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Outraise IP and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the Outraise IP and certify in writing to the Outraise that the Outraise IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

13.4 Survival. This Section 13.4 and Sections 1, 5, 7, 9, 10, 11, 12, 13.3, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Miscellaneous.

14.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference. Excluding Orders, terms in business forms, purchase orders, quotes, or similar documents used by either Party will not amend or modify this Agreement; any such documents are for administrative purposes only.

14.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

14.3 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.4 Amendment and Modification. Outraise may change this Agreement (except for any Orders) from time to time at its discretion. The date on which the Agreement was last modified will be updated at the top of this Agreement. Outraise will provide Customer with reasonable notice prior to any amendments or modifications taking effect, either by emailing the email address associated with Customer's account on the Platform or by another method reasonably designed to provide notice to Customer. If Customer accesses or uses the Platform after the effective date of the revised Agreement, such access and use will constitute Customer's acceptance of the revised Agreement beginning at the next Renewal Subscription Period or, if Customer enters into a new Order with Outraise, as of the date of execution of such Order.

14.5 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

14.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.7 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Subject to Section 14.8 below, any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder must be instituted in the federal courts of the United States or the courts of the State of New York in each case located in New York, New York and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.8 Dispute Resolution. In the event of a dispute between the Parties relating to this Agreement, duly authorized representatives of the Parties will use commercially reasonable efforts designed to resolve the dispute. If the dispute is not resolved within fifteen (15) calendar days of its initiation, either Party may seek to resolve the dispute in binding arbitration before JAMS, Inc. ("JAMS") before a single arbitrator reasonably agreeable to both Parties. If the Parties cannot agree on a single arbitrator within ten (10) business days after the commencement of the arbitration, each Party shall select a neutral arbitrator who is not employed by or a consultant to either Party, and the two (2) selected arbitrators shall select a neutral third arbitrator. All arbitrators must have reasonable training and industry experience relevant to the particular dispute. The arbitration shall be held in accordance with JAMS' Streamlined Arbitration Rules & Procedures in New York, NY unless otherwise mutually agreed. The decision shall be binding on the Parties and shall be final and nonappealable. Except with respect to actions (i) concerning a Party's violation of the other Party's intellectual property rights, (ii) to enforce any arbitration award between the Parties, or (iii) for claims of equitable relief, the dispute resolution process set forth in this Section 14.8 sets forth each Party's sole and exclusive remedy for resolving disputes.

14.9 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Outraise. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary

export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

14.11 US Government Rights. Each of the Documentation and the software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13 Publicity. Outraise may identify Customer as a user of the Platform and may use Customer’s name, logo, and other trademarks in Outraise’s customer list, press releases, blog posts, advertisements, and website (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Customer). Otherwise, neither Party may use the name, logo, or other trademarks of the other Party for any purpose without the other Party’s prior written approval.