

Ontra Customer License General Terms and Conditions

Last Updated: October 19, 2023

These Ontra Customer License General Terms and Conditions (these “General Terms”), together with any terms set forth in a duly executed ordering document in which these General Terms are referenced (each, an “Order Form”), shall govern the use and access to the Services described on such Order Form and shall constitute the full agreement (collectively, the “Agreement”) between Customer and the Ontra Party, in each case as identified on such Order Form. The Agreement is effective between Customer and the Ontra Party as of the Effective Date set forth on the Order Form. The Ontra Party and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.” Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms on the Order Form unless otherwise indicated herein.

1) **Definitions.** The following definitions shall apply to these General Terms:

- a) “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.
- b) “Agreement” means any Order Form executed by the Parties and these General Terms, including any exhibits and annexes thereto or hereto.
- c) “Authorized User” means Customer’s individual employees, consultants, contractors, agents, clients, partners, fund participants, investors, advisors, and other users who are authorized by Customer to access and use any of the Services (as defined below) on its behalf.
- d) “Customer” means the customer identified on the Order Form.
- e) “Customer Data” means, other than Aggregated Data (as defined below), 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 Services (as defined below), including the Controlled User Data, Customer Documents and, if applicable, summaries or other document abstracts of Customer Documents.
- f) “Customer Documents” means, as applicable, each document that is submitted to a Platform, directly or indirectly, in connection with the Services by Customer, its Affiliates or any Authorized User acting on behalf of Customer or its Affiliate.
- g) “Documentation” means user manuals, handbooks, reports, guides, and end-user software documentation relating to any Platform provided by the Ontra Party or its Affiliate to Customer either electronically or in hard copy form; provided, that the Documentation shall not include any Customer Data.
- h) “Fees” means, collectively, the fees set forth on each applicable Order Form.
- i) “FundFormer Services” means access to and use of the Ontra Party’s software as a service, and related online or offline products and services (including electronic subscription documents, pre-loading limited partner information from previous fundraisings for approval and use in future fundraisings, AML/KYC document checklists, status tracking, data export, and maintaining a repository of the electronic subscription documents submitted by or on behalf of Customer for archival and compliance purposes), made available through a Platform, which facilitates and manages the fundraising process.
- j) “Insight Services” means (i) access to and use of the Ontra Party’s software as a service, and related online or offline products and services, made available through a Platform, which catalogs and helps Customer manage certain ongoing obligations identified by Customer in the Customer Documents, (ii) if requested by Customer, the facilitation of the delivery of abstracts of certain obligations contained in the Customer Documents identified on the applicable Order Form by an Ontra Network Member, engaged by the Ontra Party on behalf of Customer subject to the terms below (the “Document Abstracting Services”), and (iii) if indicated on an Order Form, generation of digital most-favored-nation election forms based on digitized versions of the Customer Documents uploaded to the Platform and the ability to review elections through the Platform (the “Digital MFN From Creation”).
- k) “Ontra Atlas Services” means (i) access to and use of the Ontra Party’s software as a service, and related online or offline products and services made available through a Platform, which enables Customer’s cataloging, editing, updating and/or managing of certain Customer Data pertaining to its legal entity(s) and legal entity structure(s), and (ii) if requested by Customer, initial entry or migration of all or a portion of such Customer Data on behalf of (the “Data Migration Services”).
- l) “Ontra Network Member” means an independent third party lawyer, paralegal, consultant, or other services provider who is part of Ontra’s global network.
- m) “Ontra Party IP” means the Services, any software component of any Services, all relevant Documentation, any Playbooks, any Pre-Release Services (as defined below), any Feedback (as defined below), Aggregated Data, and any and all proprietary technology, algorithms, code, scripts, routines, user interface designs, architecture, class libraries, copyright and related rights, network designs, know-how, trade secrets, proprietary technology, feature or product names, logos, trademarks, service marks, domain names, and trade names or other intellectual property in connection with the foregoing. For the avoidance of doubt, Ontra Party IP shall not include Customer Data.
- n) “Platform” means any proprietary online software system or application that is owned, managed, operated and maintained by or on behalf of the Ontra Party.
- o) “SaaS Services” means, collectively, the FundFormer Services, the Insight Services and/or the Ontra Atlas Services, and any other software as a service the Ontra Party may offer from time to time as described on the applicable Order Form.
- p) “Services” means the SaaS Services, Contract Automation Services and/or Additional Services offered by the Ontra Party to Customer as identified on the relevant Order Form. For the avoidance of doubt, the “Services” do not include the Ontra Network Member Services.

- q) "Updates" means any update, upgrade, patch, fixes or other modification which may be made available by the Ontra Party to any Platform from time to time on an as-available basis.
- 2) **Products and Services.**
- a) **Order Form.** The Ontra Party shall provide, and Customer agrees to purchase, the Services set forth on each Order Form, subject to these General Terms. Customer may request in writing, from time to time, that the Services set forth on the Order Form be made available to one or more of its Affiliates (each, a "Customer Affiliate"). Any Services accessed and/or used by a Customer Affiliate(s) and its Authorized Users (as defined below) shall be provided in accordance with the applicable Order Form and subject to the Agreement; provided, that if the Ontra Party determines that its Affiliate will provide all or a portion of such Services, a new Order Form may be required (as determined in the Ontra Party's sole discretion). Customer understands and agrees that it shall be responsible for each Customer Affiliate's compliance with the Agreement unless such Customer Affiliate enters into a separate Order Form with the Ontra Party or its Affiliate. Notwithstanding the foregoing, if the Ontra Party agrees to provide the Services to a Customer Affiliate, the provision of such Services may require additional fees, which shall be mutually agreed upon by the applicable Ontra Party and Customer Affiliate in good faith.
 - b) **Contract Automation Supplemental Terms.** The Parties agree that the "Contract Automation Supplemental Terms", if attached to an Order Form, are incorporated by this reference to these General Terms, and in addition to these General Terms shall apply to the Ontra Party's provision of, and Customer's use of, Contract Automation Services (as defined in such Contract Automation Supplemental Terms) in accordance with such Order Form.
 - c) **Additional Services.** The Parties may agree that the Ontra Party, or its Affiliate, may provide additional services or new or enhanced features or functionality for existing Services (each, an "Additional Service") to Customer; provided, that for the avoidance of doubt, Additional Services shall not include any Updates (as defined below). In order to receive an Additional Service, Customer and the Ontra Party will mutually amend an existing Order Form or enter into a new Order Form with respect to such Additional Service, and neither the Ontra Party nor its Affiliates shall be required to perform any Additional Service unless and until such amendment or new Order Form is fully executed by duly authorized representatives of the Parties. For clarity, an API or other customer integration requested by Customer shall be considered an Additional Service. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments (e.g., on any website or publication) made by the Ontra Party regarding future functionality or features.
 - d) **Service Updates.** From time to time on an as-available basis, the Ontra Party may make upgrades, updates, modifications, patches, fixes or similar additions to the Services for use by Customer without additional charge ("Updates"). Any Updates will become part of the Services and subject to these General Terms; provided that the Ontra Party shall have no obligation to provide any Updates.
 - e) **Third-Party Products.** The Services may include and/or make available for use by Customer and/or its Authorized Users integrations with third-party products in connection with the Services (the "Third-Party Products"). To the extent Customer or an Authorized User uses or agrees to use any Third-Party Products, Customer acknowledges and agrees that (i) such Third-Party Products are subject to their own terms and conditions with the Third-Party Product provider (the "Third-Party Provider"), (ii) the Ontra Party makes no warranty of any kind with respect to such Third-Party Products, (iii) the Ontra Party shall have no support, maintenance, or other obligations or liability under the Agreement with respect to any Third-Party Products. Any exchange of data or other interaction or service between Customer and any Third-Party Provider is solely between Customer and such Third-Party Provider.
 - f) **Additional Terms.** The Order Form may include certain additional terms (the "Additional Terms") agreed upon by the Parties. For the avoidance of doubt, any Additional Terms shall be subject to these General Terms in all respects and are hereby incorporated into these General Terms in their entirety, and shall form a part of the Agreement.
- 3) **Access and Use.**
- a) **License.** Subject to and conditioned on Customer's payment of the Fees and compliance with all other terms and conditions in the Agreement, during the Term (as defined below), the Ontra Party hereby grants to Customer a limited, non-exclusive, non-sublicensable (except solely to Authorized Users), revocable, non-transferable right to access and use the Services, the Platform, and the relevant Documentation, solely for use by the Authorized Users (as defined below). The Ontra Party reserves all rights not expressly granted to Customer in these General Terms, and except for the limited rights and licenses expressly granted under these General Terms, nothing in these General Terms grants, by implication, waiver, estoppel, or otherwise, to Customer, any Authorized User, or any third party any intellectual property rights or other right, title, or interest in or to the Ontra Party IP.
 - b) **Authorized Users.**
 - i. The Services may only be used or accessed by the Authorized Users, and such use or access may require the creation of an online account with the Ontra Party or its Affiliate, in accordance with the End User Terms (as defined below) and these General Terms. Each Authorized User may access and use the relevant Services subject to the license and usage restrictions herein and/or as set forth in Ontra's Terms of Service (available at <https://www.ontra.ai/terms-and-conditions/>), as may be amended and updated from time to time (the "End User Terms"). The Ontra Party may assign a unique user account (a "User Account") and accompanying account credentials (the "User Credentials"), which will allow each Authorized User to access and use the Services, including to display, list, remove, modify or edit certain data related to the Customer Documents and/or corporate information in accordance with the relevant Documentation. Customer shall ensure the accuracy of all (A) individuals identified as an Authorized User who should be granted a User Account and User Credentials and (B) the level of access permissions that should be granted to such Authorized User through their User Account.
 - ii. Customer acknowledges and agrees that (A) each Authorized User must agree to the End User Terms in order to access and use the Services, (B) Customer will not permit any Authorized User to access or use the Services without having agreed to the End User Terms, (C) subject to Section 3(b)(iii)(B), each Authorized User's agreement to such terms will constitute a direct contractual relationship between such Authorized User and the Ontra Party, and (D) the Ontra Party shall have no

obligation to make the Services accessible to any person who does not agree to the End-User Terms or is not an Authorized User. The Ontra Party shall be responsible for making available to each Authorized User the Ontra Party's then-effective End-User Terms.

iii. Customer shall use reasonable efforts to make all Authorized Users aware of the relevant provisions of these General Terms as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. Customer shall be fully responsible for (A) any activity associated with an Authorized User's User Account where Authorized User is granted access to the User Account or any Services without first agreeing to the End User Terms, (B) all acts and omissions of any Authorized Users that is an employee, consultant, contractor, agent or advisor of Customer (each, a "Controlled User") that would constitute a breach of these General Terms if performed by Customer as if such act or omission was performed by Customer, and (C) any unauthorized access to the Platform or the Customer Data, including due to the failure of any Authorized User to maintain the security of the User Credentials or User Account assigned to such Authorized User. Customer shall not, and shall ensure that its Authorized Users do not, upload any Customer Data in violation of this Agreement (including with respect to Section c) below). In addition, Customer shall immediately notify the Ontra Party in writing in the event it reasonably suspects or becomes aware of any unauthorized access or use of any User Account, the Platform, or the Services, or the loss or compromise of any User Credentials, and the Ontra Party may in its sole discretion and without liability, suspend access to the affected User Account until any suspected or actual unauthorized access is resolved.

c) Use Restrictions. Customer shall not use, or permit any Authorized User or third party to use, the Services, the Platform, any software component of the Services, or any User Account for any purposes beyond the scope of the access granted in these General Terms. None of Customer, its Affiliates or any of their respective Authorized Users shall at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Services, the software component of the Services or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, contribute, publish, transfer, or otherwise make available the Services, the software component of the Services, the Documentation, or Ontra Party IP; (iii) access all or any part of the Services or Documentation to build a product or service that competes with the Services; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the software component of or any source code underlying the Services, in whole or in part; (v) remove, obscure or modify any use of the Ontra Party IP or any proprietary notices or terms of use from the Services, the software component of the Services or the Documentation; (vi) attempt to gain unauthorized access to the Services, including to discover or attempt to discover the software component of or any source code underlying the Services, or otherwise use or interact with the Services for any purpose not reasonably intended by the Parties pursuant to the Agreement; (vii) run any Mailist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while Customer its Affiliate or any of their respective Authorized Users are not logged into the Services, or use or interact with the Services in any other manner that interferes with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (viii) use or interact with the Services in a manner that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene or otherwise objectionable or that violates any applicable law or regulation; (ix) use or interact with the Services in a manner that jeopardizes the security of any User Account or User Credentials or in a way that could have the effect of disabling or otherwise shutting down any portion of the Platform, the Ontra Party's computer software or systems; or (x) upload any Customer Data or use the Services, the Platform, any software component of the Services or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person. If the Ontra Party becomes aware of or reasonably believes Customer or any Authorized User has breached this Section 3(c), the Ontra Party may terminate the Agreement or Customer's or any Authorized User's access to the Services immediately without liability.

d) Aggregated Data. Notwithstanding anything to the contrary in the Agreement, the Ontra Party may monitor, collect, and compile data and information related to or derived from Customer's and any Authorized User's use of the Services and the Customer Data, in each case, in an aggregate and anonymized manner (the "Aggregated Data"). All right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by the Ontra Party. Customer acknowledges and agrees that the Ontra Party may make Aggregated Data available to its Affiliates in connection with the Services and use Aggregated Data to the extent and in any manner permitted under applicable law, including without limitation to improve and enhance the Services, training, enhancing and supplementing its artificial intelligence or machine learning models, platforms, or algorithms, and for other development, diagnostic, and corrective purposes in connection with the Services and other offerings by the Ontra Party; provided, that in no event will Aggregated Data identify Customer, its Affiliates, or any other person identified in the Customer Data or be identifiable as having originated from Customer or its Affiliates.

4) Suspension of Platform Access.

a) Platform Suspension Event. All or a portion of the Platform may be temporarily unavailable, impaired, or suspended by the Ontra Party due to any of the following: (i) scheduled maintenance that Customer has been notified of in advance, (ii) unscheduled emergency maintenance, (iii) if the Ontra Party determines that Customer or an Authorized User's use of or access to the Platform (A) is being used in breach of these General Terms or (B) is causing, or may cause, immediate, material or ongoing harm to the Ontra Party, the Platform, the Ontra Party's Affiliate, another customer of the Ontra Party or its Affiliate or any of their respective vendors; (iv) Customer's failure to pay any Fees within thirty (30) days of such Fees becoming due and payable; (v) one or more third party vendors suspending or terminating the Ontra Party's access to or use of its products or services that are required to enable Customer or an Authorized User to access or use the Platform; or (vi) as a result of any governing legal or regulatory decree, guidance or opinion (the foregoing clauses (i) through (vi) a "Platform Suspension Event").

b) Result of a Platform Suspension Event. If a Platform Suspension Event occurs, the Ontra Party shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably practicable following the Ontra Party's determination (in its sole discretion) that such Platform Suspension Event has been resolved. The Ontra Party will have no liability for any damage, liabilities, or losses of any kind that may result from a Platform Suspension Event. All rights in this Section 4(b) are

intended to be cumulative of and in addition to, and nothing herein shall be considered a waiver of, the Ontra Party's rights under Section 3(c) hereof.

5) **Fees and Payment.**

- a) **Fees.** Customer shall pay the Ontra Party the Fees without offset or deduction in accordance with this Section 5. Any annual Fees shall be invoiced within thirty (30) days of the Effective Date indicated on the Order Form and thereafter within thirty (30) days of the date that is every twelve (12) months following such Effective Date. All other Fees shall be invoiced monthly, in each case, unless otherwise specified on the Order Form. Invoices will be due and payable by Customer within thirty (30) days after the date of the invoice. Customer shall reimburse the Ontra Party for any costs the Customer requires the Ontra Party or its Affiliate to incur in order for the Ontra Party to invoice Customer for the Fees, including any licensing fees for any third-party billing product or service or payment processor costs. The Ontra Party shall be responsible for remitting payment to any Ontra Network Member in connection with the Contract Automation Services or the Insight Services, as applicable. In the event that Customer disputes the amount set forth in any invoice, Customer will notify the Ontra Party promptly following Customer's receipt of such invoice, and the Parties shall work in good faith to resolve such dispute; provided, that Customer shall not be entitled to withhold any portion of the Fees that remains undisputed.
- b) **Late Fee.** If Customer fails to pay any undisputed Fees within fifteen (15) days after the time when such Fees become due and payable, the Ontra Party may, without limiting its other rights and remedies hereunder, charge interest on the 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 until such amount is fully paid. Customer shall reimburse the Ontra Party for all reasonable and documented costs incurred by the Ontra Party in collecting any late payments and/or interest amounts, including lawyers' fees, court costs, and collection agency fees.
- c) **Taxes.** All Fees and other amounts payable by Customer set forth on the Order Form are exclusive of any taxes, levies, duties or similar governmental assessments of any nature however designated, including, without limitation, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer shall be solely responsible for payment of all Taxes on any amounts payable by Customer arising from its use of or access to the Services, excluding Taxes based solely on the Ontra Party's net income. If the Ontra Party is deemed to have the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides the Ontra Party with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer shall under no circumstances withhold Taxes from any amounts due to the Ontra Party without the prior written approval of the Ontra Party.
- d) **Fees Adjustments.** Unless otherwise specified in an Order Form, Customer acknowledges and agrees that the Ontra Party may increase the Fees with respect to any Service for any upcoming renewal term of the applicable Order Form (as set forth therein) by notifying Customer of such increase no less than sixty (60) days prior to the expiration of the then-current Term.

6) **Term and Termination.**

- a) **Term.** The Agreement shall be effective as of the Effective Date of the initial Order Form entered into by the Parties and unless otherwise specified on the applicable Order Form, and shall continue until the earlier of (i) the expiration or termination of each Services Term specified on all outstanding executed Order Forms, or (ii) the termination of the Agreement in accordance with Section 6(b) below or the applicable Supplemental Terms (such period, the "Term").
- b) **Termination.** Either Party may terminate the Agreement or an Order Form, effective on written notice to the other Party, if (i) the other Party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) is capable of being cured, but remains uncured for thirty (30) days or more after the other Party receives written notice of such breach by the non-breaching Party; or (ii) the other Party (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or admits inability to pay its debts or (as applicable where the laws of England and Wales apply to this Agreement) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) or 123(2) of the IA 1986 or being a partnership has any partner to whom any of the foregoing apply; (B) 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 that is not dismissed within sixty (60) days; (C) makes or seeks to make a general assignment for the benefit of its creditors or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party or (as applicable where the laws of England and Wales apply to this Agreement) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986; or (D) 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; provided that termination of an Order Form shall not result in the termination of any other Order Form entered into by the Parties unless otherwise agreed in writing. For the avoidance of doubt, if all Order Forms entered into by the Parties have been terminated or expired, and the Parties do not enter into any additional Order Forms within ninety (90) days of the last-expired or -terminated Order Form, then the Agreement shall automatically terminate. In addition to the foregoing, the Ontra Party may terminate the Agreement pursuant to Section 4.3 of the DPA, effective on written notice to the Customer.
- c) **Effect of Expiration or Termination.** Upon expiration or termination of the Agreement, (i) Customer shall and shall ensure that the Authorized Users immediately discontinue use of the Services and all accrued and unpaid Fees shall immediately become due and payable to the Ontra Party and (ii) any licenses granted herein to Customer shall automatically expire. Customer shall pay all accrued and unpaid Fees (including, for the avoidance of doubt, any applicable late fees) to the Ontra Party, in full, within ten (10) calendar days of the termination or expiration of the Agreement. This Section 6 and Sections 7 through 15 of these General Terms shall survive any termination or expiration of the Agreement.

7) **Confidentiality.**

- a) **Confidential Information.** From time to time during the Term, either Party (the “Disclosing Party”) may disclose or make available to the other Party (the “Receiving Party”) certain nonpublic information regarding its business, in any form, that is designated as confidential or that should reasonably be understood to be confidential given the nature and circumstance surrounding the disclosure, including, but not limited to, the Services (including information regarding features, functionality, and performance of the Services), the Ontra Party IP, Playbooks, and these General Terms, or any Order Form, in each case, as applicable (collectively, “Confidential Information”). “Confidential Information” shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below) in breach this Section 7; (ii) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a third party source not known to the Receiving Party or its Representatives to be under an obligation of confidentiality to the Disclosing Party with respect to such information; (iii) was already lawfully in the Receiving Party’s or its Representatives’ possession prior to disclosure by the Disclosing Party or its Representatives; or (iv) is independently developed by the Receiving Party or its Representatives without use of or reference to the Disclosing Party’s Confidential Information.
- b) **Treatment of Confidential Information.** Subject to the terms of this Section 7, during the Term and for a period of five (5) years thereafter, the Receiving Party shall treat the Disclosing Party’s Confidential Information as confidential and shall only use such information in connection with the Services or to perform under the Agreement. Except with the prior written consent of the Disclosing Party, and subject to any applicable Supplemental Terms, the Receiving Party shall not disclose any Confidential Information without the Disclosing Party’s prior consent, except to (i) where the Ontra Party or its Representatives is the Receiving Party, an Ontra Network Member who has been engaged directly by Customer or its Affiliates in connection with the Services, and (ii) its Affiliates and each of its and their respective directors, officers employees, agents, consultants, financing sources, professional advisors, vendors, contractors and representatives (to the extent such persons receive any Confidential Information, collectively, “Representatives”) who (A) need to know such information in connection with the Services or, to the extent requested by Customer in writing, in connection with providing any additional services to Customer, (B) are informed by the Receiving Party of the confidential nature of such Confidential Information, and (C) agree to be bound by the terms of this Section 7 or who are bound by obligations of non-disclosure and limited use at least as stringent as those contained herein. The Receiving Party shall be fully responsible for its Representatives’ breach of the obligations of confidentiality and non-use set forth in this Section 7.
- c) **Required Disclosure.** In the event that the Receiving Party, or any of its Representatives, is requested pursuant to, or required by, applicable law, regulation, or legal, regulatory or judicial process to disclose any Confidential Information, the Receiving Party or its Representative (as applicable) will, to the extent legally permitted under the circumstances, promptly notify the Disclosing Party in writing so that the Disclosing Party may (at the Disclosing Party’s sole expense) seek a protective order or other appropriate remedy and/or waive compliance with this Section 7. If no such protective order or other remedy is obtained, or if the Disclosing Party has waived the requirements of this Section 7 with respect to such information, the Receiving Party or its Representative, as applicable, shall furnish only that portion of the Confidential Information that is legally required to be disclosed based on the advice of counsel. Notwithstanding anything to the contrary contained in this Section 7(c), the Receiving Party and its Representatives may, without notice to the Disclosing Party, disclose any Confidential Information or any other information relating to the parties hereto, including the Agreement, pursuant to requests or requirements of any governmental, regulatory or self-regulatory agency having jurisdiction over the Receiving Party, its Representatives or their respective business or operations in the course of such agency’s oversight of such party provided that such requests are not specifically in respect of the Disclosing Party or the Services; provided that all such disclosures shall be subject to the confidentiality requirements under this Agreement to the fullest extent permitted by law.
- d) **Return or Destruction of Confidential Information.** Upon the written request of the Disclosing Party, the Receiving Party shall, and shall direct its Representatives to, return to the Disclosing Party or destroy (at Receiving Party’s option) all Confidential Information in the Receiving Party’s possession and control including any copies thereof, and provide written confirmation of any such destruction. Notwithstanding the foregoing, where the Ontra Party is the Receiving Party, the Ontra Party may retain Confidential Information solely for the purposes of product performance, where such return or destruction would be reasonably impractical or impossible, complying with applicable legal requirements or archival, back-up or document retention policies; provided, further that any such information retained by the Ontra Party shall remain subject to the confidentiality requirements set forth herein for so long as such information is retained.

8) **Security and Data Privacy.**

- a) **Data Security.** The Ontra Party shall at all times during the Term, (i) maintain designated administrative, physical, and technical safeguards designed to protect the security and integrity of Customer Data in the Services; and (ii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement and as otherwise expressly permitted in this Agreement, and in accordance with its written security protocols.
- b) **Treatment of Customer Personal Data.** Additionally, in connection with the Customer Data, the Ontra Party will process any Personal Data within the Services in accordance with the obligations and information set forth in the Data Processing Addendum (the “DPA”) available at <https://www.ontra.ai/wp-content/uploads/2023/10/Customer-Data-Processing-Addendum.pdf>. For the purposes of this Section 8, the terms, “Personal Data” and “processing” shall have the meaning given to them in the DPA. The Ontra Party’s handling of Customer Data or other Personal Data provided in connection with the Services may be subject to the End User Terms and the Ontra Party’s privacy policy as made available on the Ontra Party’s website, as may be updated from time to time, in accordance with the Section 9 of DPA, and any other agreement entered into between the Ontra Party and Customer’s clients, partners, fund participants, investors, or Authorized Users to which the Customer Data relate.
- c) **Controlled User Data.** In the event the Platform permits Customer or its Controlled Users to upload, provide or otherwise post information or materials outside the scope of the Services (“Controlled User Data”), the Ontra Party shall have the right (but not

the obligation), in our sole and absolute discretion, and Customer hereby grants the Ontra Party a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license, to use, edit, display, modify, aggregate, reproduce, distribute, redact, remove, re-categorize to a more appropriate location, or otherwise change such Controlled User Data as the Ontra Party deems necessary to provide the Services to Customer or otherwise in accordance with the General Terms. Customer represent, warrant and covenant that Customer has provided all notices, and obtained all authorizations, consents, permissions, and rights, as necessary, including as required under applicable law, to grant such license to the Ontra Party without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. The Ontra Party is not responsible for any Controlled User Data and will have no liability to Customer for any such Controlled User Data. Customer is solely responsible for the accuracy, quality and legality of the Controlled User Data and the security and determination of access provisioning to such Controlled User Data.

9) **Proprietary Property; Marketing.**

- a) **Ontra Property.** Customer acknowledges that the Ontra Party owns all right, title, and interest, including all intellectual property rights of any sort throughout the world, in and to the Ontra Party's names, logos, trademarks, service marks, and trade names (the "**Ontra Marks**"), the Ontra Party IP and the Ontra Party's Confidential Information. Except as explicitly granted herein, nothing in these General Terms shall grant Customer or any Authorized User any rights in the Ontra Party IP or any of the Ontra Party's Confidential Information.
- b) **Customer Property.** The Ontra Party acknowledges that Customer owns all right, title, and interest, including all intellectual property rights of any sort throughout the world, in and to Customer or its Affiliates' names, logos, trademarks, service marks, and trade names (the "**Customer Marks**"), and owns all right, title, and interest, including all intellectual property rights of any sort throughout the world, or has valid and sufficient rights to use, Customer Data, and Customer's Confidential Information. Customer hereby grants to the Ontra Party a limited, non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and/or the Customer Marks solely to provide the Services and as otherwise required for the Ontra Party to exercise its rights and perform its obligations under these General Terms and the DPA.
- c) **Feedback.** Customer or its Affiliates may from time to time provide suggestions, comments, questions, recommendations or other feedback with respect to the Services, including, without limitation, new features or functionality related thereto ("**Feedback**"). Customer, on behalf of itself and its Affiliates, hereby assigns to the Ontra Party, all right, title, and interest in and to, and the Ontra Party shall own and be free to use without any attribution or compensation to Customer, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever; provided, that the Ontra Party shall not be required to use any Feedback.
- d) **Approvals and Marketing.** Except as explicitly provided herein, the Ontra Party shall obtain Customer's prior written approval (email being sufficient) for any use of the Customer Marks by it or its Affiliates; provided, that Customer grants to the Ontra Party a limited, revocable, non-transferrable (except to its Affiliates), non-exclusive, royalty free right to use the Customer Marks solely to identify Customer as a customer of the Ontra Party in promotional and marketing communications and on the Ontra Party's website. All uses of the Customer Marks will be in compliance with any usage guidelines provided by Customer in writing to the Ontra Party from time to time. Customer will obtain the Ontra Party's prior written approval (email being sufficient) for any use of the Ontra Marks. All uses of the Ontra Marks will be in compliance with any usage guidelines provided by the Ontra Party in writing to Customer from time to time.

10) **Representations and Warranties.**

- a) **Mutual Representations.** Each Party represents and warrants that: (i) it is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required; (ii) it has all necessary right, title, license and authority to enter into and perform its obligations under the Agreement; (iii) the person signing the Agreement on its behalf has full authority to bind such Party to the terms and conditions therein, (iv) its performance of its obligations under the Agreement shall comply in all material respects with all applicable laws, and (v) its performance of its obligations under the Agreement shall not conflict with its obligations under any agreement with a third party.
- b) **Ontra Representations.** The Ontra Party further represents and warrants with respect to its respective Services, that: (i) it shall perform such Services in a professional and workmanlike manner, consistent with industry standards reasonably applicable to the performance thereof, and (ii) when used in accordance with the Documentation and these General Terms, such Services will perform substantially in accordance with the Documentation.
- c) **Customer Representations.** Customer further represents and warrants that: (i) it has provided all notices, and obtained all licenses, authorizations, consents or other permissions as necessary to enable the Ontra Party to provide the Services and perform its obligations under the Agreement, including as required under Data Protection Laws (as defined in the DPA), for Customer and/or the Authorized Users, as applicable, to provide Customer Data to Ontra Party in connection with the Services contemplated hereunder, and process such data in accordance with the Agreement and the DPA, (ii) it has provided proper authorization to its Authorized Users who have been engaged as Customer's advisors, including its outside legal advisors, to provide instructions directly to the Ontra Party in connection with the performance of the Services, and that the Ontra Party may rely on such instructions without additional verification from Customer, and (iii) it shall be aware of, and ensure compliance with, all of its obligations contained in any Customer Data (including Customer Documents).

11) **Warranty Disclaimer.**

- a) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10, THE ONTRA PARTY IP AND SERVICES ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW THE ONTRA PARTY AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING 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. THE ONTRA PARTY MAKES NO WARRANTY

OF ANY KIND THAT THE ONTRA PARTY IP, THE SERVICES, 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 SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. THE ONTRA PARTY SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO THE ONTRA PARTY BY CUSTOMER IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY THE ONTRA PARTY AT CUSTOMER'S DIRECTION. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PROCURING, MAINTAINING AND SECURING ITS NETWORK CONNECTIONS AND TELECOMMUNICATIONS LINKS TO ENABLE CUSTOMER TO ACCESS THE PLATFORM AND SERVICES, AND THE ONTRA PARTY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM OR INHERENT TO THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET.

- b) Customer acknowledges that under no circumstances will the Ontra Party be liable in any way for any the performance or non-performance, as the case may be, of any obligations contained in any Customer Documents or Customer's failure to comply with such obligations. Customer shall be solely responsible for reading, understanding and complying with the terms of any contracts or agreements included in any Customer Documents and complying with the terms therein (including notification requirements).

12) **Indemnification.**

a) **Ontra Party Indemnification.**

- i. The Ontra Party shall indemnify, defend, and hold harmless Customer and its Affiliates and each of its and their respective directors, officers, members, managers, employees, contractors, investors, agents, and consultants (each, a "Customer Indemnified Party"), from and against any and all losses, damages, liabilities, costs, including reasonable lawyers' fees (collectively, "Losses") incurred by such Customer Indemnified Party resulting from any unaffiliated third-party claim, suit, action, or proceeding (a "Claim") alleging that Customer's use of the Platform, or any use of the Platform in strict accordance with the Agreement, including these General Terms and the Documentation, infringes or misappropriates such third party's intellectual property rights in any jurisdiction where Ontra has authorized use of the Platform by Customer (a "Third-Party IP Claim").
- ii. If a Third-Party IP Claim is made or threatened, Customer agrees to permit the Ontra Party, at the Ontra Party's sole discretion, to (A) modify or replace the Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use of the Platform and/or Documentation. If the Ontra Party determines that neither alternative set forth in the foregoing clauses (A) or (B) is reasonably available, the Ontra Party may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and the Ontra Party shall refund to Customer a pro rata portion of any pre-paid Fees.
- iii. Notwithstanding anything to the contrary contained in the foregoing, the Ontra Party shall have no obligation to indemnify Customer or any Customer Indemnified Party for any Third-Party IP Claim arising from: (A) Customer's or any Authorized User's use of the Platform in violation of these General Terms, the applicable Order Forms or the Documentation, or in combination with data, software, hardware, equipment, or technology not provided by the Ontra Party or expressly authorized by the Ontra Party in writing; (B) modifications to the Platform not made by the Ontra Party; (C) Customer Data; (D) services not supplied by the Ontra Party (which shall include any services supplied by an Ontra Network Member); or (E) Customer's or any Authorized User's continued use of the portion of the Platform subject to such Third-Party IP Claim after being notified of such claim or of updates or modifications available that would have avoided such Third-Party IP Claim.

- b) **Sole Remedy.** SECTION 12(a) SETS FORTH CUSTOMER AND ANY CUSTOMER INDEMNIFIED PARTY'S SOLE REMEDIES AND THE ONTRA PARTY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- c) **Customer Indemnification.** Customer shall indemnify, hold harmless, and defend the Ontra Party and its Affiliates and each of its and their respective directors, officers, members, managers, employees, contractors, investors, agents, and consultants (each, an "Ontra Indemnified Party") from and against any Losses resulting from any Claim that arises from: (i) the Customer Marks, the Customer Data, or any use of the Customer Marks and/or the Customer Data in accordance with these General Terms by the Ontra Party, in each case, as applicable (including with respect to any Claim that the Customer Marks or Customer Data infringes or misappropriates any third party's intellectual property rights); (ii) the use of the Services or the Ontra Party IP by Customer or an Authorized User in breach of Section 3 these General Terms; and (iii) any regulatory or legal action related to Customer's business operations (including with respect to Customer's data collection, usage, maintenance and retention policies or practices).

- d) **Indemnification Process.** In the event that either Party is entitled to indemnification under this Section 12 (an "Indemnified Party") or becomes aware of a Claim for which indemnification is sought under this Section 12 (each, an "Indemnifiable Claim"), the Indemnified Party will provide the other Party (the "Indemnifying Party") with prompt written notice of the Indemnifiable Claim; provided, that failure to provide such notice will not relieve the Indemnifying Party of its indemnification obligations unless the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party shall control the defense or settlement of an Indemnifiable Claim and the Indemnified Party will cooperate with the Indemnifying Party's reasonable requests (at the Indemnifying Party's sole cost) in connection with the defense and/or settlement of such Indemnifiable Claim. Any settlement of an Indemnifiable Claim shall (i) not contain any finding or admission of any violation of law or any person's rights by the Indemnified Party, (ii) provide that the sole relief is monetary damages that are paid by the Indemnifying Party, and (iii) contain an unconditional and irrevocable release of the Indemnified Party from and against all liability in respect of such Indemnifiable Claim.

13) **Limitations of Liability.**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR ITS AFFILIATES' RESPECTIVE SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR

PUNITIVE DAMAGES (INCLUDING, INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, REVENUES, OR PROFITS, LOSS OF GOODWILL OR REPUTATION, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, COST OF REPLACEMENT GOODS OR SERVICES, OR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA) ARISING FROM OR IN CONNECTION WITH THESE GENERAL TERMS, THE ORDER FORM, OR THE SERVICES, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, IN EACH CASE, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE GENERAL TERMS, THE ORDER FORM, OR THE SERVICES EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO THE ONTRA PARTY PURSUANT TO THE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
 - c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THESE GENERAL TERMS SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY TO THE OTHER FOR: (i) CUSTOMER'S FAILURE TO COMPLY WITH SECTION 3(c) (USE RESTRICTIONS) OR SECTION 5 (FEES) HEREOF; (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; (iii) WILFUL MISCONDUCT, GROSS NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION; (iv) AN INJURY TO LIFE, BODY OR HEALTH, DEATH OR PERSONAL INJURY CAUSED BY THAT OTHER PARTY'S NEGLIGENCE; OR (v) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.
- 14) **Pre-Release Services.** From time to time during the Term, the Ontra Party may make available to Customer additional services, products, features or functionality at no additional charge, in each case, which have been explicitly identified to Customer as pre-release, beta, limited release, developer preview, non-production, or by a similar description (each, a "Pre-Release Service"). Customer may opt to use or access, and allow its Authorized Users to use or access, a Pre-Release Service in its sole discretion. Customer understands and agrees that use of or access to any Pre-Release Service (i) is provided as-is, and for evaluation purposes only, (ii) that services may not be supported, and (iii) may be subject to additional terms. Pre-Release Services are not considered Services under the Agreement. The Ontra Party may discontinue any Pre-Release Service at any time in its sole discretion and may never make such service generally available. Except as explicitly set forth in this Section 14, Customer understands and agrees that the Ontra Party will have no liability for any harm or damage arising out of, related to, or in connection with any Pre-Release Service. Customer may cease use of the Pre-Release Services at any time by providing written notice to the Ontra Party at any time (email being sufficient). Unless otherwise mutually agreed in writing by the Parties, Customer's access and/or use a Pre-Release Service shall automatically expire upon the date such Pre-Release Service becomes generally available to the Ontra Party's customer or is no longer designated as a Pre-Release Service, and if Customer wishes to continue use of such services it shall execute a new Order Form regarding the purchase of such services. Sections 3, 7, 9(a)-9(d), 11 and 13 shall apply to Customer's use of and/or access to any Pre-Release Services.
- 15) **Trial Licenses.** The Ontra Party may make certain SaaS Services available to Customer for a limited period free of charge. During the "Trial Term" (as set forth on the applicable Order Form), the Ontra Party grants to Customer a limited, non-exclusive, non-sublicensable (except solely to Authorized Users), revocable, non-transferable license to access and/or use the relevant SaaS Services solely for the purpose of Customer's own internal testing and evaluation of such Service prior to purchasing a paid license for such SaaS Services and Customer and its Authorized Users' use of and/or access to the Services will be governed by these General Terms in all respects; provided, that Section 9(d) shall not apply during any Trial Term. Customer may cease use of the applicable SaaS Services and/or terminate the applicable Order Form at any time during the Trial Term in accordance with the terms of such Order Form. Upon termination of the applicable Order Form, Customer shall have thirty (30) days to retrieve all Customer Data from the Platform and Ontra shall provide any assistance reasonably necessary to facilitate such retrieval. Unless otherwise terminated by Customer pursuant to the terms of the Order Form or as otherwise set forth in applicable Order Form, upon the expiration of the Trial Period, such Order Form will continue for the remainder of the Service Term specified therein and Customer will be responsible for all Fees associated with its use of the SaaS Services during the remainder of the Service Term.
- 16) **Subcontracting.** Customer acknowledges and agrees that the Ontra Party may, from time to time, subcontract certain portions of the Services. The Ontra Party shall be responsible for the performance of any Services by a subcontractor.
- 17) **Miscellaneous**
- a) **Interpretation.** The Parties agree that (i) the terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to these General Terms as a whole, unless the context requires otherwise; and (iv) references to the singular include the plural and references to the plural include the singular. In the event an ambiguity or question of intent or interpretation arises, these General Terms shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of these General Terms. Titles, headings, captions and section numbers used in these General Terms are for convenience of reference only.
 - b) **Relationship of Parties; No Third-Party Beneficiaries.** Nothing in the Agreement or the transactions contemplated thereby shall be construed to create or place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Each Party's relationship to the other Party shall be that of an independent contractor. Neither Party will have the authority to act in the name or on behalf of or otherwise to obligate or bind the other in any manner (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). Nothing expressed or implied in these General Terms is intended or shall be construed to confer upon or give any person, firm, or corporation other than the Parties, any rights or remedies under or by reason of these General Terms or the Order Form, including but not limited to pursuant to the Contracts (Rights of Third Parties) Act 1999 (as applicable where the laws of England and Wales apply to this Agreement).

- c) Entire Agreement. These General Terms, together with each Order Form and any other documents incorporated herein or therein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes and extinguishes 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 these General Terms, the Order Form, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form; (ii) second, any applicable Supplemental Terms, (iii) third, these General Terms; and (iv) fourth, any other documents incorporated herein by reference.
- d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and delivered in accordance with this Section 17(d). All Notices to Customer shall be addressed to the Primary Contact listed on the relevant Order Form unless otherwise designated by Customer in writing, and all Notices to the Ontra Party shall be addressed to 2041 East Street PMB 39 Concord, CA 94520, Attn: General Counsel, with a copy to be sent via email to notices@ontra.ai. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), 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 these General Terms, 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.
- e) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement, 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, diminishment of power or telecommunications or data networks or services, or passage of an embargo; provided, that the foregoing shall not relieve Customer of its obligations to pay to the Ontra Party any Fees that are due and owing.
- f) Amendment and Modification; Waiver. No amendment to or modification of these General Terms or the Order Form is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these General Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these General Terms will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- g) Severability. If any provision of these General Terms is invalid, illegal, or unenforceable in any jurisdiction it shall be deemed deleted, but such invalidity, illegality, or unenforceability will not affect any other term or provision of these General Terms 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 these General Terms 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.
- h) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware 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 Delaware. Any legal suit, action, or proceeding arising out of or related to the Agreement or the Services will be instituted exclusively in the federal courts of the United States or the courts located in the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. To the maximum extent permitted by law, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal suit, action, or proceeding arising out of or related to the Agreement or the Services.
- i) Assignment. Neither Party may assign any of its rights or delegate any of its obligations under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding any provision to the contrary set forth herein, each Party agrees that consent shall not be required in connection with respect to the Ontra Party’s assignment or transfer of the Agreement: (i) to a successor in the event of a change in control, (ii) to an Affiliate, or (iii) in connection with an assignment or other transfer of all or substantially all of a Party’s business or assets to which this Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation by Customer will relieve Customer of any of its payment obligations hereunder. The Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- j) No Legal and other Advice. Nothing in the Services, the software component of the Services or the Documentation nor any portion thereof constitutes legal, tax, accounting, regulatory or other professional advice, opinion, or recommendation by the Ontra Party or its Affiliates, including with respect to whether any person is eligible to participate in any fundraising process. **Neither the Ontra Party nor its Affiliates is a law firm, engages in the practice of law, or provides legal services, advice, or representation.** If legal or other professional assistance is required, the services of a competent professional should be sought. Customer and Authorized Users assume all responsibilities and obligations with respect to any decisions, advice, conclusions, legal or tax opinions, or recommendations made or given as a result of the use of the Services, including without limitation any decision made or action taken in reliance upon content, or incorporating or referencing the content made available through or accessed through the Services. No lawyer-client relationship is formed with the Ontra Party or its Affiliates by virtue of providing the Services. None of the Services or content shall constitute or be construed as a recommendation, solicitation, offer, opinion, by the Ontra Party or its Affiliates for any financial transaction, the purchase of a financial instrument, including but not limited to securities, or any kind of investment.
- k) 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 3(c), may 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 seek 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.

- l) Non-solicitation. Solely to the extent Customer receives Services involving an Ontra Network Member, Customer acknowledges the time and expense the Ontra Party incurs to recruit, manage and train Ontra Network Members. Therefore, Customer agrees that during the Term and for a period of one year thereafter, Customer will not, directly or indirectly, engage, recruit, solicit, hire or employ any Ontra Network Member first introduced to Customer by the Ontra Party in connection with the relevant Services without the prior written consent of the Ontra Party. In the event of a breach of this Section 15(l) involving an Ontra Network Member who provided Ontra Network Member Services in connection with the Contract Automation Services (each, as defined in the Contract Automation Supplemental Terms), Customer agrees to pay the Ontra Party an amount equal to twelve (12) times the amount of Customer's highest monthly invoice paid to the Ontra Party for the Contract Automation Services in the immediately preceding twelve (12)-month period, and the reasonable costs and lawyer's fees to collect those liquidated damages regardless of whether or not a suit is filed. Notwithstanding the foregoing, nothing in this Section 15(l) shall prohibit Customer from soliciting, engaging or employing any person: (i) whose engagement has been terminated by the Ontra Party, or (ii) who without any encouragement or solicitation by Customer, responds to a general solicitation (including by a professional search firm) or advertisement that is not specifically directed to the Ontra Network Members.
- m) Counterparts. An Order Form may be executed in one or more counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Each party agrees that the Order Form and any other documents to be delivered in connection therewith may be electronically signed, and that any electronic signatures appearing on the Order Form or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.