

STARTREE SOFTWARE LICENSE AGREEMENT ("Agreement")

1. Software.

1.1 Use of the Software. StarTree grants Customer a limited, worldwide, perpetual, non-exclusive, non-transferable, non-sublicensable license to use, display and perform the Software (as set forth on the Order) during Term. Any limitations on Customer's scope of use of the Software will be as set forth in the Order. Customer may access the Software solely by Users authorized by Customer. User accounts and passwords are specific to individual Users, and may not be shared among or by other Users. Customer administrators may reassign a User account during the Subscription Term, if a former User no longer requires access to or use of the Software. All Users must be (a) employees of Customer, or (b) agree to abide by the terms of this Agreement. Customer will be responsible for all of its Users' adherence to the terms of this Agreement.

1.2 Support. During the Subscription Term, StarTree will provide Customer with StarTree's standard level of support as indicated in the attached Exhibit B at no additional charge. Additional support is available at additional fees as specified in the Order.

1.3 Customer Responsibilities. Customer will be: (a) responsible for Users' compliance with this Agreement and shall use the Software only in accordance with the StarTree Software documentation as defined in <https://dev.startree.ai>, (b) responsible for the accuracy, integrity, and legality of Customer Data and the means by which it acquires and uses such Customer Data, and (c) solely responsible for determining the suitability of the Software for Customer's business and complying with any regulations and laws, (including, without limitation, export, data protection and privacy laws) applicable to Customer Data and Customer's use of the Software.

1.4 Restrictions. Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise make available, Customer's access to the Software to third parties, or provide the Software on a timesharing, service bureau or other similar basis; (b) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Software or the data contained therein, or (c) use the Software, or permit it to be used, for purposes of evaluation, benchmarking or other comparative analysis without StarTree's prior written consent. StarTree reserves all other license rights to its Software and intellectual property.

1.5 Professional Services. If the Order indicates that StarTree will provide any customization, installation, training, or similar services, StarTree shall provide such services as described in the Order for the fees, if any, described therein.

1.6 Open Source Software. Customer acknowledges that certain components of such software ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses.

Customer acknowledges receipt of license notices for the Open Source Components via the Software. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this license. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Components, such restrictions will not apply to such Open Source Components. To the extent the terms of the licenses applicable to third party Open Source Components require Licensor to make an offer to provide source code or related information in connection with the Open Source Components, such offer is hereby made.

3. Customer Data, Usage Data

Processing of Customer Data. Customer is solely responsible for entering its Customer Data into the Software. Customer shall not upload any Customer Data into the Software without sufficient rights to do so. Customer shall ensure that its use of the Customer Data complies with any non-disclosure obligations of Customer, and any applicable privacy policies or laws.

4. Proprietary Rights.

4.1. Ownership of the Software and Modifications. StarTree retains all right, title and interest, including all intellectual property rights, in and to the Software. In the event StarTree prepares any modification of the Software at Customer's request, the parties may enter into a separate written professional services agreement. Unless the parties do so in advance in writing, StarTree will retain all right, title and interest in and to any such modifications.

4.2. Suggestions. Customer or its Users may provide suggestions, enhancement or feature requests or other feedback to StarTree with respect to the Software (collectively, "Feedback"). All Feedback will be given by Customer voluntarily. Customer grants and agrees to grant to StarTree a royalty-free, non-transferable, revocable, worldwide, fully paid-up license under Customer's intellectual property rights to use, disclose, reproduce, license (with rights to sublicense through multiple tiers of sublicensees), sell, offer for sale, distribute, import and otherwise exploit the Feedback without restriction or obligation of any kind or nature. The foregoing shall exclude any Customer rights under any patents and copyrights.

5. Payment.

5.1. Fees and Payment. Customer shall pay all fees specified in the relevant Order and such fees are payable in United States dollars (unless expressly agreed otherwise in an Order), are exclusive of Taxes and are non-refundable. Fees are due no later than 30 days after the invoice date, unless otherwise noted in the Order. StarTree will invoice Customer based on the billing information in the Order.

5.2. Renewal. All fees required for renewal of a Subscription Term will be reflected in a quotation issued by StarTree in advance of the expiration of the current Subscription Term. Fees for any subsequent renewals shall be set at the then-current StarTree list price, unless otherwise stated on the Order.

5.3. Overdue Charges. If any undisputed charge hereunder remains unpaid 45 days after its due date, StarTree may, without limiting its rights and remedies, suspend Customer's use of the Software until such amounts are paid in full. Unless otherwise provided in an Order, fees specified in an Order do not include any Taxes, and Customer is responsible for payment and reimbursement of all Taxes associated with its purchases hereunder, excluding any Taxes based on StarTree's net income.

6. Term and Termination.

6.1. Term. This Agreement commences on the Effective Date and continues through the Subscription Term until all Orders hereunder have expired or have been terminated. The Subscription Term shall be as specified in the applicable accepted Order.

6.2. Termination for cause: Either party may terminate this Agreement and any then-current Order prior to the end of a Subscription Term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for 30 days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

6.3. Suspension of Access. StarTree may suspend or terminate Customer's access to the Software with prior notice of fifteen (15) days to Customer, if StarTree determines, in good faith, that Customer is violating the terms of Section 3.1.

6.4. Effect of Termination. Upon expiration or termination of this Agreement, the rights granted under this Agreement and any then-current Orders will be immediately revoked and StarTree may immediately deactivate Customer's account and Customer shall remove the Software from Customer's environment.

6.5. Surviving Provisions. Sections 3, 4, 6.5, 7, 8, 9, 10 and 11 shall survive termination or expiration of this Agreement.

7. Confidentiality.

7.1. Scope. "Confidential Information" means information that one party provides to the other party during the term of this Agreement that is identified at the time of disclosure as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.2. Confidentiality. The receiving party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement and (ii) limit access to any Confidential Information of the disclosing party, except (a) for those employees, representatives, or contractors of the receiving party who require access to the Confidential Information to enable receiving party to exercise its rights and obligations under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party; or (b) as disclosure may be required by law or governmental regulation, subject to the receiving party providing to the disclosing party written notice to allow the disclosing party to seek a protective order or otherwise

prevent the disclosure. Nothing in this Agreement will prohibit or limit the receiving party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the disclosing party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The receiving party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement and the Software source code are Confidential Information of StarTree or its licensors.

7.3. Destruction. Within 5 days after a disclosing party's request, the receiving party shall return or destroy the disclosing party's Confidential Information; provided, however, that the receiving party shall be entitled to retain archival copies of the Confidential Information of the disclosing party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

7.4. Publicity. Customer agrees that StarTree may refer to Customer's name, logo, trademarks and other relevant reference material: (a) in StarTree's marketing materials and website; and (b) to serve as a customer reference upon StarTree's request. Further, the Parties shall work together in good faith to issue at least one mutually agreed upon press release within ninety (90) days of the Effective Date of the Order Form. StarTree will not use Customer's name or trademarks in any other publicity without Customer's prior written consent (which may be by email).

8. Warranties.

8.1. StarTree Warranties. StarTree warrants that the Software shall perform materially in accordance with the written specifications for the Software. If the Software does not conform to the warranty specified above and before Customer pursues any other remedies, Customer must notify StarTree in writing no later than 30 days after the breach of warranty. StarTree agrees to use commercially reasonable efforts to cure such non-conforming portions of the Software. StarTree is not responsible for any non-compliance resulting from or caused by any (i) modifications made by anyone other than StarTree or its agents or (ii) software not supplied by StarTree. Customer's sole and exclusive remedy for a breach of any of warranties contained in this Section shall be to terminate the Agreement for cause and, notwithstanding anything to the contrary in this Agreement, have StarTree refund to Customer the pro rata unused portion of any prepaid fees.

8.2. Reciprocal Warranty. Each party warrants to the other party that it has the legal power and authority to enter into this Agreement.

8.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE STARTREE SOFTWARE IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Third Party Claims.

9.1. StarTree. StarTree shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against Customer and its officers, directors, employees or agents, where the third party claimant expressly asserts that (i) the Software infringes such third party's trademarks, copyrights or US patents, or (ii) StarTree misappropriated such third party's trade secrets in the development of the Software; and (b) pay damages, if any, finally awarded by a court of competent

jurisdiction against Customer indemnified parties or agreed upon in settlement by StarTree (including other reasonable out-of-pocket costs incurred by Customer, including reasonable attorneys' fees, in connection with enforcing this Section 9.1), subject to the exclusions (1)-(5) set forth below. StarTree has no obligation to Customer under this Section for any claim, action or demand to the extent that such claim, demand or action is based on: (1) Third Party Software or Customer Data, (2) modifications where the Software would not infringe (including by way of example, modifications made by Customer, but excluding modifications made by StarTree or its agents), (3) combination of the Software with other software, processes or materials where the Platform would not infringe except for such combination, or (4) Customer's use of the Software not in accordance with this Agreement. In the event that StarTree believes the Software, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section applies, then StarTree at its sole expense: (1) procure for Customer the right to continue using such Software or any applicable part thereof, (2) replace such the Software, or infringing part thereof, with a non-infringing version (or part thereof), (3) modify such Software, or infringing part thereof, so as to make it noninfringing, or (4) in the event that (1), (2) or (3) are not commercially feasible, then Customer shall have the right to terminate this Agreement solely with respect to the infringing Software, and, notwithstanding anything to the contrary in this Agreement, have StarTree refund to Customer the pro rata unused portion of any prepaid service fees. This Section states StarTree's sole liability to, and Customer's exclusive remedy for, infringement claims of any kind in connection with the StarTree Software or services delivered under or in connection with this agreement.

9.2. Customer. Customer shall at its expense (a) defend or settle any third party claims, actions and demands brought against StarTree and its officers, directors, employees and agents; and (b) pay all damages, if any, finally awarded against the StarTree indemnified parties or agreed upon in settlement by Customer (including other reasonable out-of-pocket costs incurred by StarTree, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) Customer's breach or violation of Customer's responsibilities under Sections 1.4 or 1.5, (ii) claims that Customer Data or use thereof in the Software infringes or violates the rights of a third party, or (iii) claims that Customer's or its Users' use of the Software or services in violation of this Agreement infringes or violates the rights of such third party.

9.3. Indemnification Procedures. The party entitled to seek coverage pursuant to this Section (the "Indemnified Party") shall: (a) promptly notify the other party obligated to provide such indemnification (the "Indemnifying Party") in writing of any such claim; (b) give sole control of the defense and settlement of any such claim to the Indemnifying Party (provided that Indemnifying Party may not settle any claim in a manner that adversely affects Indemnified Party's rights, imposes any obligation or liability on the Indemnified Party or admits liability or wrongdoing on the part of Indemnified Party, in each case, without Indemnified Party's prior written consent); and (c) provide all information and assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. The Indemnified Party may join in defense with counsel of its choice at the Indemnified Party's own expense.

10. Limitation of Liability.

10.1. Limitation on All Damages. EXCEPT FOR A BREACH BY CUSTOMER OF SECTION 1.5 AND CUSTOMER'S OBLIGATIONS TO PAY FEES UNDER ANY ORDER ISSUED UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAYABLE BY CUSTOMER TO STARTREE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

10.2. Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS

AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

11. General.

11.1. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void.

11.2. Relationship of the Parties. StarTree and Customer are independent contractors, and nothing in this Agreement or any attachment thereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

11.3. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

11.4. Choice of Law and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. Customer and StarTree agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.5. Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to Customer at the address Customer provides, or, in the case of StarTree, to the address for StarTree set forth above. Notices regarding the Software in general may be given by electronic mail to Customer's email address on record with StarTree.

11.6. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, pandemic, Internet backbone outages, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

11.7. Entire Agreement. This Agreement and any Orders represent the entire agreement of the parties concerning its subject matter and is intended to be the final expression of their Agreement, and supersede all prior and contemporaneous agreements, proposals, or representations, whether written or oral. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. No amendment or waiver of any provision of this Agreement or an Order shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Customer and StarTree.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the

remaining provisions shall remain in effect.

12. Definitions.

12.1. "Customer Data" means any data, information or material processed or stored by Customer in the Software.

12.2. "Order" means a document for license to the Software hereunder, prepared by StarTree, signed by Customer, and accepted by StarTree.

12.3. "Software" means the StarTree software set forth in the Order.

12.4. "Subscription Term" means the period of time which Customer may use the Software as set forth in an Order.

12.5. "User" means an individual employee, contractor or agent of Customer authorized to use the applicable Software for which service has been purchased and who has been given a user identification and password.

12.6. "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

EXHIBIT B:

Support Terms

StarTree shall (a) use commercially reasonable efforts to provide Customer with maintenance and support services via its customer support portal, electronic mail, or other electronic means, at StarTree's discretion, from the hours of 9:00 a.m. to 5:00 p.m. Pacific Monday through Friday, excluding Federal Holidays (the "Business Hours"), provided that for Customer systems in production, StarTree will respond to Priority 1 issues on a 24x7 basis; and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the Software to perform substantially in accordance with and as specified in the accompanying Documentation.

Any support request must be submitted through the customer support portal accessible on the dashboard of the Platform. Each incident will be issued a ticket number by StarTree. Any follow up correspondence by Customer must include the applicable ticket number. Support requests will be categorized by StarTree according to the following table, and response times to support requests are as indicated therein.

Priority	Description	Response Time
Priority 1 - Service Outage	Urgent – Critical StarTree functionality is completely unavailable causing a material impact on Customer's business or operations, or there is a security breach of the infrastructure. No work-around is available. Examples of Priority 1 events include:	1 hour

	All or some production StarTree cluster unavailable or Production workloads failing	
Priority 2 - Performance Degradation	<p>High – Critical StarTree functionality is interrupted, degraded or unusable, having a severe impact on Customer’s business or operations. A work-around may be available.</p> <p>Examples of Priority 2 events include:</p> <p>Production cluster not scaling up/down Multiple production workloads impacted, but not failing</p>	7 Business Hours
Priority 3 - Non-Production Issues	<p>Normal – Non-critical StarTree functionality is interrupted, degraded or unusable, having a minor impact on Customer’s business or operations. Typically a work-around is available.</p> <p>Examples of Priority 3 events include:</p> <p>Any issues affecting non-production clusters General interface issues – User Interface or API Ad-hoc queries failing or development workloads failing</p>	1 Business day
Priority 4 - General Questions / Feature Requests	<p>Low – Non-critical inquiries or issues, not impacting Customer’s business operations.</p> <p>Examples of Priority 4 events include:</p> <p>General inquiries including documentation, release content, billing and usage Enabling product features Any other general product issue</p>	5 Business Days

StarTree will not be obligated to provide support to the extent arising from: (i) Customer’s failure to implement any update or enhancement made available to Customer by StarTree at no charge for addressing such error; (ii) changes by Customer or third parties to the operating system, network configuration or environment; (iii) any customization of the Platform for Customer that is not performed by StarTree for Customer; (iv) use of the Platform in a manner for which it is not designed or other than as specified in the applicable documentation or specifications; (v) the combination, use or interconnection of the Platform with other software or hardware not supplied and not approved by StarTree; (vi) use of the Platform on an unsupported hardware or software platform; or (vii) issues caused by problems with uptime or availability of the public cloud providers.

Availability SLAs

“Available” means the ability to complete a transaction without a server time-out or error. Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

“Total Monthly Minutes” is the number of days in the month multiplied by 1,440 minutes per day.

“Maintenance Time” is the time period during which the Platform may not be Available each month so that StarTree can perform Planned Maintenance or Preventative Maintenance.

“Downtime” is the portion of Total Monthly Minutes that the Platform is not Available. Downtime excludes time that Customer is unable to access the Platform due to any of the following: (i) Customer’s own Internet service provider; (ii) force majeure events including systemic Internet failures; (iii) failure related to Customer’s hardware, software or network, or Customer bandwidth restrictions; and (iv) outage or delay due to the public cloud service provider.

“Preventative Maintenance” occurs when StarTree makes the Platform unavailable to avoid the need to engage in emergency maintenance in the future. Preventative Maintenance will occur, to the extent possible, during non-peak hours.

“Planned Maintenance” means maintenance undertaken with no less than 10 business days notice, to:

- Support ongoing product and operational projects to ensure optimal performance.
- Deploy non-critical service packs or patches.
- Conduct periodic redundancy testing.

Service Availability. The Platform will be functional in all material respects (i.e. capable of displaying information and conducting transactions as contemplated in the ordinary course of business) 99.9% of the time during any calendar month period.