

STARTREE MASTER SERVICES AGREEMENT (“Agreement”)

1. Services.

1.1 Access. StarTree shall make access to the Platform available to Customer pursuant to the terms of this Agreement and the relevant Order during the Subscription Term. The Platform will be hosted by StarTree or Customer, as indicated in the Order, and in either case, managed by StarTree and provided as a service. If the Platform is hosted by Customer, hosting will take place via Customer’s cloud services account (e.g., Amazon Web Services or Azure), but StarTree will have sole control over the operation and management of the Platform.

1.2. Use of the Platform. Any limitations on Customer’s scope of use of the Platform will be as set forth in the Order. StarTree will provide Customer access to the Platform 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 Platform. 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.

1.3. 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.

1.4. Customer Responsibilities. Customer will be: (a) responsible for Users’ compliance with this Agreement and shall use the Platform only in accordance with the StarTree Platform 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 Platform 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 Platform.

1.5. Restrictions. Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise make available, Customer’s access to the Platform to third parties, or provide the Platform on a timesharing, service bureau or other similar basis; (b) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Platform or the data contained therein, or (c) use the Platform, 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.

1.6 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.

1.7 Client Software. In the event the Platform will be hosted by Customer, StarTree shall provide Customer with a copy of the Platform to run in Customer’s cloud services environment. Customer shall ensure the StarTree has sufficient access to update the Platform at all times. In the event the Platform will be hosted by StarTree, StarTree may provide Customer with certain client software (such as local web applications or mobile device apps) to facilitate use of the Platform. StarTree hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right, during the term of this Agreement, to use the Platform or such client software, as applicable, solely in connection with the use of the Platform and in accordance with the terms of this Section 1. Notwithstanding the foregoing, 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 dashboard for the Platform. 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.

1.8. Acceptable Use. All use of the Platform will be subject to StarTree's then-current acceptable use policy ("AUP") that StarTree applies generally to its users. The current AUP is located at <https://www.startree.ai/legal/acceptable-use-policy>. Customer shall ensure that its Users follow the AUP. StarTree may terminate the access of the Platform to any User violating the AUP, and StarTree and Customer shall cooperate to resolve any violation. StarTree may update the AUP from time to time in a reasonable manner to prevent use of the Platform that StarTree reasonably determines may be harmful to other users or may cause substantial liability to StarTree.

1.9. Security Reviews. StarTree shall perform an annual review of its security controls, which shall include the preparation of a third-party audit report such as (i) the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization (SSAE 16), (ii) the AT&T SOC-1 Report, or (iii) a similar third party controls audit report. Upon request, StarTree shall provide Customer with a summary of the findings of its security review relevant to the services being provided by StarTree to Customer pursuant to this Agreement. StarTree shall promptly remediate deficiencies in StarTree's security controls if any are identified in such review.

1.10. Business Continuity. StarTree shall maintain an appropriate business continuity and disaster recovery plan, which will be reviewed and tested by StarTree in commercially reasonable intervals. StarTree shall notify Customer as soon as reasonably practicable in the event that StarTree becomes aware of any development which adversely impacts (i) the availability of the Platform, (ii) StarTree's ability to provide the Platform in accordance with this Agreement, or (iii) StarTree's ability to comply with its obligation to implement and maintain a business continuity plan.

3. Customer Data, Usage Data

3.1. Processing of Customer Data. Customer is solely responsible for entering its Customer Data into the Platform. StarTree will have the right to use the Customer Data for the sole purpose of providing the Platform to Customer and to perform its obligations under this Agreement, including to prevent or address support, service or technical problems. Customer shall not upload any Customer Data into the Platform 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.

3.2. Usage Data. In the course of providing Customer with the Platform, StarTree may also collect, use, process and store Usage Data in order to create and compile anonymized and aggregated statistics about the Platforms. StarTree will have the right to use such data in any manner, subject only to the confidentiality obligations of Section 7.

3.3. Privacy. In the event StarTree will be processing any Customer Data that is personally identifiable information on behalf of Customer after notifying and receiving approval from the Customer for the same, Customer, if required by applicable data protection legislation or government guidelines, will inform the applicable third parties of any such processing of Personal Data by StarTree and will ensure that such third parties have given any required consents. Customer authorizes StarTree to collect, use, store or otherwise process such personal data solely to enable StarTree to provide the Platform, including passing such personal data to individuals or organizations that may be located in

countries outside the European Economic Area ('EEA'). To the extent applicable, StarTree is a service provider under the California Consumer Privacy Act ("CCPA") and will not sell, disclose or use Personal Data except to provide the Platform under this Agreement or as permitted by the CCPA and its implementing regulations

3.4. Cooperation with Authorities. Subject to applicable law, StarTree may disclose Customer Data if required by applicable law or regulation, including laws and regulations of the United States and other countries, or in the good faith belief that such action is necessary to: (a) comply with a legal obligation or in response to a request from law enforcement or other public authorities; (b) avoid material liability for StarTree; or (c) act in urgent circumstances to protect the personal safety of any persons.

4. Proprietary Rights.

4.1. Ownership of Platform and Modifications. StarTree retains all right, title and interest, including all intellectual property rights, in and to the Platform. In the event StarTree prepares any modification of the Platform 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 Platform (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.

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. Additional Usage and Free Tier. If Customer selects the free pricing tier and exceeds the usage limitations for that tier, StarTree will send a message via the Platform dashboard requesting Customer to acknowledge paid service. If Customer does not acknowledge by seven business days after the message is sent, StarTree may discontinue Customer's access to the Platform.

5.3. 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.

5.4. 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 Platform 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 by Customer or StarTree.

6.2.1. 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 Platform with prior notice of fifteen (15) days to Customer, if StarTree determines, in good faith, that Customer is violating the AUP or 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, if applicable, remove the Platform from Customer's hosting environment. StarTree may keep copies of Customer Data solely to the extent necessary for the performance of its obligations under this Agreement; however, StarTree will not be obligated to keep Customer Data after the date of termination except as may be specifically set forth in an Order. Customer acknowledges that Customer may download, at any time during the term, Customer's data via the Platform dashboard.

6.5. Transition. Upon expiration or termination of this Agreement for any reason other than termination by StarTree for breach by Customer under Section 6.2, Customer may elect to continue access to the Platform for up to 30 days with a limited-access subscription that allows Customer to copy the Customer Data from the Platform to its own computer servers, but not to add Customer Data or engage in additional processing of Customer Data.

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. This Section 7 does not apply to Customer Data. "Confidential Information" means information that one party provides to the other party during the term of this Agreement (other than Customer Data) 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 Platform source code of the Platform 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 Platform shall perform materially in accordance with the written specifications for the Platform. If the Platform 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 Platform. 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 PLATFORM 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 Platform 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 Platform; 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 Platform 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 Platform with other software, processes or materials where the Platform would not infringe except for such combination, or (4) Customer's use of the Platform not in accordance with this Agreement. In the event that StarTree believes the Platform, 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 Platform or any applicable part thereof, (2) replace such Platform, or infringing part thereof, with a non-infringing version (or part thereof), (3) modify such Platform, 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 Platform, 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 Platforms 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 Platform infringes or violates the rights of a third party, or (iii) claims that Customer's or its Users' use of the Platform 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 non-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 Platform 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 Platform.

12.2. "Order" means a document for purchases of access to the Platform hereunder, prepared by StarTree, signed by Customer, and accepted by StarTree.

12.3. "Platform" means the StarTree Cloud software as a service offering that StarTree makes available to Customer hereunder.

12.4. "Subscription Term" means the period of time which Customer may access the applicable Platform as set forth in an Order.

12.5. "User" means an individual employee, contractor or agent of Customer authorized to use the applicable Platform 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.

12.7. "Usage Data" means diagnostic and usage related content from the operation of the Platform and may include, but is not limited to, type of browser and systems that are used and/or accessed, licensing, system and service performance data. Usage Data does not, however, include Customer Data, except in aggregated and de-identified form.