



MASTER SUBSCRIPTION & SERVICES AGREEMENT

This Master Subscription & Services Agreement (together with the Order Form and Statement of Work into which this Master & Services Agreement is incorporated, this “**MSA**”), is by and between Tractor Zoom, Inc., a Delaware corporation with offices located at 7100 Westown Parkway, Ste. 100, West Des Moines, IA 50266 with email notices to zsandvig@tractorzoom.com and kmcmahon@tractorzoom.com (“**TZ**”) and the customer (“**Customer**”) identified on the Order Form and Statement of Work into which this Master Subscription and Services Agreement is incorporated. TZ and Customer are each individually a “**Party**” and collectively the “**Parties**”. This MSA is entered into as of the effective date set forth in the Order Form and Statement of Work (the “**Effective Date**”). This MSA sets forth the terms and conditions under which TZ will provide software as a service solutions and professional services to Customer, each Party’s responsibilities related thereto, and the fees related thereto. The Parties agree as follows:

1. **STRUCTURE OF AGREEMENT.** TZ will provide to Customer the Services (as defined below) set out in one or more statements of work to be mutually agreed upon by the Parties (each, a “**Order Form and Statement of Work**” or “**OF + SOW**”). The initial accepted OF + SOW is attached hereto at Section I. Additional OF + SOW shall be deemed issued if such additional OF + SOW references the terms of this MSA and is accepted and signed by each Party.

2. **TRACTOR ZOOM SERVICES.**

(a) **SaaS Services; Provision of Access; Use.** Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this MSA, TZ hereby grants Customer and its employees a non-exclusive, non-transferable (except in compliance with Section 15) right to access and use the software-as-a-service offering as may be set forth in the OF + SOW (“**SaaS Services**”) during the Term specified in such OF + SOW for Customer’s internal business use. TZ shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the SaaS Services.

(b) **Professional Services.** Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this MSA, TZ agrees to perform the professional services, including setup, implementation, support and other services as described in the OF + SOW (“**Professional Services**”) during the Term specified in the OF + SOW. The SaaS Services and Professional Services are, collectively, the “**Services**”.

(c) **Suspension.** Notwithstanding anything to the contrary in this MSA, TZ may suspend Customer’s access to, or cease performing, any portion or all of the Services if: (i) TZ reasonably determines that (A) Customer, or any of its employees, is using the Services and/or any TZ IP for unauthorized, fraudulent or illegal activities; (B) subject to applicable law, Customer has ceased to operate its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (C) TZ’s provision of the Services to Customer is prohibited by applicable law; (ii) TZ’s access to or use of any third-party services or products required to enable Customer to access the Services are suspended or terminated through no fault of TZ or Customer’s use of such third-party services or products create liability for, or have a negative effect upon any part of the business, reputation, or brand of such third party-services or products; or (iii) in accordance with Section 5(b) (any such suspension described in subclause (i), (ii), or (iii) herein, a “**Service Suspension**”). TZ will use commercially reasonable efforts to (x) provide written notice of any Service Suspension to Customer, (y) provide updates regarding resumption of access to the Services following any Service Suspension, and (z) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. TZ will have no liability for any damages, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

3. CUSTOMER RESPONSIBILITIES.

(a) **General.** Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this MSA. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its employees and users, and any act or omission by an employee or user that would constitute a breach of this MSA if taken by Customer will be deemed a breach of this MSA by Customer. Customer shall use reasonable efforts to make all employees and users aware of this MSA's provisions as applicable to such employee's or user's use of the Services, and shall cause Customer's employees to comply with such provisions. Customer shall: (a) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquires Customer Data and Customer's use of Customer Data with the Services, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Services and content, and immediately notify TZ of any such unauthorized access or use, (d) use Services and content only in accordance with this MSA, Documentation (defined below), OF + SOW and laws, and (e) comply with terms of service or terms of use.

(b) **Usage Limit.** Services and content are subject to usage limits, including, for example, the quantities specified in an OF + SOW and the applicable Service's trust and compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service or as otherwise available from TZ ("**Documentation**"). Unless otherwise specified, (a) a quantity in an OF + SOW refers to users, and the Service or content may not be accessed by more than that number of users, (b) a user's password may not be shared with any other individual, and (c) except as set forth in an OF + SOW, a user identification may only be reassigned to a new individual replacing one who will no longer use the Service or content. If Customer exceeds a contractual usage limit, Customer shall work with TZ to reduce Customer's usage so that it conforms to that limit. If, notwithstanding TZ efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer agrees to and will execute an OF + SOW for additional quantities of the applicable Services or content promptly upon TZ's request, and/or pay any invoice for excess usage in accordance with Section 5.

(c) **Use Restrictions.** Customer shall not use the SaaS Services or Third-Party Products for any purposes beyond the scope of the access granted in this MSA (or the applicable Third-Party Product terms). Customer shall not at any time, directly or indirectly, or permit others to: (i) copy, modify, or create derivative works of the SaaS Services or Third-Party Products, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or Third-Party Products; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Third-Party Products; (v) use the Services or Non-SFDC Application in any manner or for any purpose to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vi) use a Service or Non-SFDC Application to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (vii) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein; or (viii) permit direct or indirect access to or use of any Service or content in a way that circumvents a contractual usage limit, or use of any of the Services in a manner that violates Acceptable Use and External Facing Services Policy, or to access or use any TZ IP except as permitted under this MSA, an OF + SOW, or the Documentation.

(d) **Third-Party Products.** TZ may from time to time make any third-party products described in the OF + SOW provided with or incorporated into the Services ("**Third-Party Products**") available to Customer. For purposes of this MSA, except where expressly set forth otherwise herein, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions referred to in the OF + SOW. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. TZ makes no

representation, warranty, guarantee or promise by or on behalf of any provider of any Third-Party Product. For the DocuSign product integrated with the SaaS Services, (i) Customer is accessing a limited-capability, limited-use license of the embedded DocuSign service, usable only in conjunction with the SaaS Services; (ii) TZ is solely responsible for providing customer support and technical support to Customer related to its use of the DocuSign service as integrated with the SaaS Services; (iii) Customer must use DocuSign envelopes within Initial Term of issue or unused envelopes will be lost (i.e. envelopes are purchased on a use-it or lose-it basis and cannot be rolled over to the following year); and Customer must use DocuSign envelopes within each full 12 month renewal term as stated in the OF + SOW or unused envelopes will be lost, and (iv) Customer will comply with all of TZ's obligations under its applicable agreement with DocuSign.

(e) **SFDC Terms of Use.** The SFDC terms of use govern Customer's use of the Services, and are deemed incorporated by reference into this MSA. Customer acknowledges and agrees to the terms of use at: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/OEM-Pass-Through-Terms.pdf ("**SFDC TOU**"). Customer may use the SFDC services solely as part of the Anvil product as set forth in the OF + SOW and solely to use the functionality of the Anvil product in the form it has been provided to Customer by TZ. Unless otherwise indicated in an OF + SOW, Customer may not use the SFDC services to create or use custom objects beyond those that appear in the Anvil product in the form that it has been provided to Customer by TZ. If Customer's access to the Anvil product provides Customer with access to any SFDC services functionality within it that is in excess of the functionality described in the Anvil product's user guide, Customer agrees to not access or use such functionality. Customer agrees that Customer's noncompliance with the terms set forth in this paragraph would be a material breach of the SFDC TOU. SFDC may audit Customer's use of this subscription through the SFDC service and/or the Anvil product and provide the results of such audit to TZ.

4. SUPPORT. The access rights granted hereunder entitles Customer to the standard support services described from time to time on TZ's website located at <https://tractorzoom.com/contact>, unless Customer's OF + SOW includes upgraded support for an additional fee. TZ provides support for TZ SaaS Services, and does not provide support for any Customer customizations.

5. FEES AND PAYMENT.

(a) **Fees.** Customer shall pay TZ the fees ("**Fees**") as set forth in the OF + SOW without offset or deduction. Customer shall make all payments hereunder in US dollars via ACH payment in advance on or before the due date set forth in such OF + SOW. TZ reserves the right to adjust Fees at any OF + SOW renewal term. TZ shall send written notice to Customer at least thirty (30) days prior to the end of the current OF + SOW term, with the Fees for any Renewal OF + SOW. Customer shall reimburse TZ for all reasonable expenses incurred in accordance with the applicable OF + SOW, within thirty (30) days of receipt by the Customer of an invoice from TZ accompanied by receipts and reasonable supporting documentation.

(b) **Late Payment.** Except for amounts disputed by Customer in good faith within thirty (30) days of the due date, if Customer fails to make any payment when due, without limiting TZ's other rights and remedies: (i) TZ may 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; (ii) Customer shall reimburse TZ for all reasonable costs incurred by TZ in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, TZ may (A) accelerate Customer's unpaid fee obligations under all TZ agreements with Customer so that all such obligations become immediately due and payable, and (B) suspend Customer's access to any portion or all of the Services until such amounts are paid in full. Customer is responsible for providing complete and accurate billing and contact information to TZ and notifying TZ of any changes to such information.

(c) **Taxes.** All Fees and other amounts payable by Customer under this MSA, and as set forth in the OF + SOW are exclusive of, and Client is solely responsible for, and shall pay to Tractor

Zoom, all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed now or hereafter by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on TZ's income.

6. CONFIDENTIALITY. From time to time during the Term, either Party (as "**Discloser**") may disclose or make available to the other Party (as "**Recipient**") pursuant to this MSA and the OF + SOW certain information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to Recipient at the time of disclosure; (c) rightfully obtained by Recipient on a non-confidential basis from a third party; or (d) independently developed by Recipient. The SaaS Services and Third-Party Products are included within TZ's Confidential Information. Recipient shall not disclose Discloser's Confidential Information to any person or entity, except to Recipient's employees who have a need to know Confidential Information for Recipient to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that prior to making the disclosure pursuant to the order Recipient shall first have given written notice to Discloser and made a reasonable effort to obtain a protective order; or (ii) to establish Recipient's rights under this MSA, including to make required court filings. On the expiration or termination of the MSA, Recipient shall promptly return to Discloser all copies, whether in written, electronic, or other form or media, of Discloser's Confidential Information, or destroy all such copies and certify in writing to Discloser that such Confidential Information has been destroyed. Recipient's obligations of non-disclosure with regard to Discloser's Confidential Information are effective as of the Effective Date and will expire 5 years from the date first disclosed to Recipient; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this MSA for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. INTELLECTUAL PROPERTY.

(a) **Tractor Zoom IP.** Customer acknowledges that, as between Customer and TZ, TZ owns all right, title, and interest, including all intellectual property rights, in and to the TZ IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. TZ reserves all rights not expressly granted to Customer in this MSA. Except for the limited rights and licenses expressly granted under this MSA, nothing in this MSA grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services and any and all intellectual property provided to Customer or any of Customer's employees in connection with the foregoing ("**TZ IP**"). For the avoidance of doubt, TZ IP includes Aggregated Statistics and any information, data, or other content derived from TZ's monitoring of Customer's access to or use of the Services, but does not include Customer Data. Except for the limited rights and licenses expressly granted under this MSA, nothing in this MSA grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to any Third-Party Product and any and all intellectual property provided to Customer or any of Customer's employees in connection with the foregoing.

(b) **Aggregated Statistics.** Notwithstanding anything to the contrary in this MSA, TZ may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services that is used by TZ in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between TZ and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by TZ. Customer acknowledges that TZ may compile Aggregated Statistics based on Customer Data (as defined herein) input into the Services. Customer agrees that TZ may (i) make Aggregated Statistics publicly available in

compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(c) Customer Data. “**TZ Pro Customer Data**” means, other than Aggregated Statistics, the information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or its employees through the TZ Pro Services. “**Anvil Customer Data**” means electronic data and information submitted by or for Customer to the Anvil Services as specified on the OF + SOW. “**Customer Data**” means TZ Pro Customer Data and Anvil Customer Data collectively. TZ acknowledges that, as between TZ and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Anvil Customer Data, subject to the license grants herein.

(i) Tractor Zoom Pro Customer Data. Customer hereby grants TZ, and its affiliates and applicable contractors a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the TZ Pro Customer Data and perform all acts with respect to the TZ Pro Customer Data as may be necessary for TZ to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display TZ Pro Customer Data. Where the applicable OF + SOW includes the Tractor Zoom Pro product and Customer has opted in to share Customer's past sales history, including, but not limited to, the equipment sold, the selling price, the condition of the equipment and other relevant data (“**Sold Data**”), such Sold Data shall be treated as TZ Pro Customer Data, for TZ to use to enhance the value of the Services to Customer. Customer grants TZ a non-exclusive, royalty-free, worldwide license to use TZ Pro Customer Data as may be necessary for TZ to build anonymized benchmarking tools and centralize TZ functions including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation, and analysis of Customer-related data, and other functions. TZ may aggregate TZ Pro Customer Data with other data collected by TZ, but TZ shall not share or distribute TZ Pro Customer Data in a format that identifies Customer or its customers. TZ will never share TZ Pro Customer Data with any person or entity outside of Customer's licensed users within the Service or TZ's employees or contractors in order to operate the Services. TZ will delete TZ Pro Customer Data from TZ database upon written request.

(ii) Anvil Customer Data. Where the applicable OF + SOW includes the Anvil product and Customer has opted in to permit TZ use of its Anvil Customer Data, including without limitation Customer's past sales data and transfer of Anvil Customer Data to TZ Pro Services, Customer hereby grants TZ, its affiliates and applicable contractors a worldwide, limited-term license to host, copy, display and use any Non-SFDC Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Anvil Customer Data, each as reasonably necessary for TZ to provide, and ensure proper operation of, Services and associated systems in accordance with this MSA. Subject to the limited licenses granted herein, TZ acquires no right, title or interest from Customer or Customer's licensors under this MSA in or to any of Customer's Anvil Customer Data, Non-SFDC Application or such program code.

(d) Deliverables. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**IP Rights**”) in and to all documents, and other reports, data or materials that are (i) delivered to Customer as a part of the Professional Services under this MSA, (ii) delivered to Customer via the SaaS Services, or (iii) prepared by or on behalf of TZ in the course of performing the Professional Services as expressly set forth as such in the applicable OF + SOW (collectively, the “**Deliverables**”) except for any Customer Confidential Information, Sold Data, or Anvil Customer Data, shall be owned by TZ. TZ hereby grants Customer a limited license during the term of the applicable OF + SOW to use the Deliverables for Customer's internal business purposes free of additional charge and on a non-exclusive,

non-transferable, non-sublicensable basis. Notwithstanding the foregoing, Customer may not and shall not (i) use, access, or disclose the Deliverables outside the permitted scope set forth in this Section 7(d); (ii) sell, resell, license, lease, transfer, redistribute, assign, commercially exploit, provide or make available the Deliverables to any third party, including, without limitation, any third party that provides any SaaS solution or platform that competes with any SaaS Service; (iii) use, access, or disclose the Deliverables to duplicate, reverse engineer, or develop any SaaS solution, platform, or other service that is the same, similar to, or competitive with any SaaS Service, in whole or in part; (iv) use, access, or disclose the Deliverables in violation of any law; or (v) remove or modify any proprietary markings or notices on the Deliverables or other materials made available to Customer pursuant to this Agreement.

(e) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to TZ by mail, email, telephone, or otherwise, suggesting or recommending changes to the TZ IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), TZ is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to TZ on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and TZ is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although TZ is not required to use any Feedback.

(f) Use of Logos and Media Release. Customer hereby grants TZ a non-exclusive, non-transferrable, non-sublicensable, and royalty-free license to use and reproduce Customer's name, logos, and trademarks on TZ's customer lists, advertising, and website. After the Effective Date, TZ may issue a high-level press release, social media posts, and other media releases announcing the Parties' relationship and transactions under this MSA.

8. WARRANTY

(a) Warranty. TZ warrants that the SaaS Service will perform substantially in accordance with the Documentation during the term specified in the OF + SOW. TZ warrants that the Professional Services will be free from defects for a period of thirty (30) days from the initial date of service ("**Service Warranty Period**"). TZ shall use reasonable efforts to promptly cure any such defect upon receipt of written notice from Customer specifying the same within the Service Warranty Period; provided, that if TZ cannot cure such breach within a reasonable time after Customer's timely written notice of such defect TZ shall, as its sole and exclusive liability and Customer's sole and exclusive remedy, refund to Customer any fees paid by Customer for the defective Professional Services less a deduction for all amounts for receipt or use of such Deliverables (if any) or Professional Services up to and including the date of termination of such Professional Services on a pro-rated basis.

(b) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, THE TZ IP AND SERVICES ARE PROVIDED "AS IS" AND TZ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TZ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TZ MAKES NO WARRANTY OF ANY KIND THAT THE TZ IP OR THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY TZ QUOTING TECHNOLOGY, STATISTICS AND/OR DATA, 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. FURTHER CUSTOMER ACKNOWLEDGES THAT THE STATISTICS AND DATA INCLUDED IN THE SERVICES MAY NOT ACCURATELY REPRESENT THE MARKET VALUE OF ANY EQUIPMENT AND IS SOLELY BASED ON THE DATA COLLECTED BY TZ.

9. INDEMNIFICATION

(a) Tractor Zoom Indemnification. TZ shall indemnify, defend, and hold harmless Customer from and against any and all third-party losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") finally awarded by a court of competent jurisdiction against Customer resulting from any third-party claim, suit, action, or proceeding against Customer ("**Third-Party Claim**") to the extent that the Third-Party Claim alleges that the SaaS Services, as provided by TZ, infringe or misappropriate such third party's US intellectual property rights, provided that Customer promptly notifies TZ in writing of the claim, cooperates with TZ, and allows TZ sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit TZ, at TZ's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If TZ determines neither (i) or (ii) is practicable, TZ may terminate this MSA, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by TZ or authorized by TZ in writing; (B) modifications to the Services not made by TZ; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at TZ's option, defend TZ from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this MSA, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any of Customer's employees' (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this MSA; (iii) use of the Services in combination with data, software, hardware, equipment or technology not authorized by TZ; (iv) modifications to the Services not made by TZ; or (v) use of any Third-Party Product in violation of this MSA, the applicable third-party terms or TZ's agreement with the applicable Third-Party Product provider, provided that Customer may not settle any Third-Party Claim against TZ unless TZ consents to such settlement, and further provided that TZ will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND TZ'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.

10. LIMITATIONS OF LIABILITY. IN NO EVENT WILL TZ BE LIABLE UNDER OR IN CONNECTION WITH THIS MSA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER TZ WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF TZ TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS MSA OR ANY TRANSACTIONS CONTEMPLATED HEREUNDER, REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED, IN THE AGGREGATE, TWO TIMES THE TOTAL AMOUNTS PAID TO TZ UNDER THIS MSA IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM MADE AGAINST TZ UNDER OR ARISING FROM THIS MSA.

11. TERM AND TERMINATION.

(a) Term. The term of this MSA begins on the Effective Date of the initial OF + SOW and, unless terminated earlier pursuant to this MSA, will continue indefinitely until the expiration or termination of all OF + SOW . Termination of this MSA will not terminate any then-current OF + SOW, and the MSA shall continue for the remainder of the term of last OF + SOW then in effect.

(b) **Termination.** TZ may terminate this MSA on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after TZ's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6. Either Party may terminate this MSA, effective immediately upon written notice to the other Party if: (A) the other Party materially breaches any provision of this MSA, and fails to cure such breach within 30 days of such notice; or (B) the other Party: (1) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (2) files or has filed against it, a petition for bankruptcy or otherwise becomes subject to any proceeding under any bankruptcy or insolvency law; (3) makes an assignment for the benefit of its creditors; or (4) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this MSA, Customer shall immediately discontinue use of the TZ IP and the Services. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. This Section 11(c) and Sections 1, 5, 6, 7, 8(b), 9, 10, 12, 13, 14 15 and 16 survive any termination or expiration of this MSA. No other provisions of this MSA survive the expiration or earlier termination of this MSA.

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

13. GOVERNING LAW; SUBMISSION TO JURISDICTION. This MSA is governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision that would require the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action, or proceeding arising out of or related to this MSA or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in the city of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. EXPORT REGULATION; US GOVERNMENT RIGHTS. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US. Each of the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15. NON-SOLICITATION. During the Term of this Agreement and for a period of twelve (12) months thereafter, neither party will, directly or indirectly through others solicit or encourage or attempt to solicit or encourage any employee of the other to terminate his or her relationship with the such other party in order to become an employee for soliciting party or any other third party. Nothing herein shall be interpreted to limit or restrict either party from hiring an individual who responds to a general solicitation or advertisement seeking qualified candidates for employment. For purposes of this paragraph, "employee" shall mean only the personnel of either party who are substantially involved in the projects to which the Services relate.

16. MISCELLANEOUS. No person or entity other than the Parties hereto, and their respective successors and/or assigns, shall have any right, remedies, obligations or liabilities under the terms of this MSA. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this MSA shall be in writing and in English to the address set forth on the first page of this MSA if to TZ and to Customer's address in the OF +SOW if to Customer, provided by one or more of the following means and deemed to have been duly given (i) if delivered personally, when received; (ii) if delivered by certified or registered mail (postage prepaid and return receipt requested), when received; (iii) if transmitted by facsimile or email (to those for whom a facsimile number or email is set forth in the OF + SOW or this MSA), on the date of receipt of the transmission confirmed by receipt of a transmittal confirmation; or (iv) if delivered by courier service, on the third business day following the date of deposit with such courier service. Either Party may change its address by giving notice as provided herein. Except as otherwise provided in this MSA, the Parties' rights and remedies under this MSA are cumulative. If any legal action is brought to enforce this MSA, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses. All waivers must be in writing. Any waiver or failure to enforce any provision of this MSA on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. If a court of competent jurisdiction holds any provision, or part of any provision, of this MSA to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this MSA. Any such holding shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this MSA. The relationship between the Parties is that of independent contractors only, and nothing in this MSA shall be interpreted or construed to create a partnership, joint venture, employer-employee, or agency relationship, or any other relationship between the Parties, other than that of independent contractors. Neither Party shall have the power to obligate the other Party in any manner whatsoever unless expressly provided in this MSA. In the event of any direct conflict between the terms of any OF + SOW and the terms of this MSA, the terms of the OF + SOW will control. This MSA may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. This MSA and the OF + SOW are the entire agreement between the Parties regarding this matter, and they supersede all prior discussions or agreements related to the same.

LAST UPDATED: May 13, 2025

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