

RAPTA

Terms and Conditions

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General

These Terms of Service (“**Terms of Service**”) are entered into by and between Rapta Inc. a Delaware corporation with offices at 2140 South DuPont Hwy, Camden, Delaware 19934 (“**Rapta**”) and the entity or person placing an order for or accessing the Rapta Offering (“**Customer**” or “**you**”). If you are accessing or using Rapta Offering on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Customer” reference your company. All defined terms used herein shall have the meanings accorded to such terms herein, including as set forth on **Exhibit A (Definitions)** attached hereto and incorporated by reference herein.

Agreement; Effective Date:

These Terms of Service together with all exhibits and addenda hereto and documents referenced and linked to herein and all Order Forms and Statements of Work entered into by the Parties hereunder (collectively, the “**Agreement**”) permit Customer to order Rapta Products and Services (collectively, sometimes referred to herein as the “**Rapta Offering**”) from Rapta and its authorized resellers, sets forth the terms and conditions between the Parties with respect thereto, and governs Customer’s access and use of the Rapta Offering. In the event of any conflict between the provisions in these Terms of Service and any Order Form or Statement of Work, the terms of such Order Form or Statement of Work, as applicable, shall prevail. In the event of any conflict between the provisions in these Terms of Service and any exhibits and addenda hereto or any documents referenced and linked to herein, the terms of such exhibits and addenda hereto or any documents referenced and linked to herein, as applicable, shall prevail. No terms or conditions stated in a Customer purchase order or in any other Customer provided business forms or order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The “**Effective Date**” of the Agreement is the date which is the earlier of (a) Customer’s initial access to any Rapta Product or Services through any online provisioning, registration or order process with Rapta or its authorized resellers or (b) the effective date of the first Order Form that references these Terms of Service and is entered into between Customer and Rapta or between Customer and Rapta’s authorized resellers.

Modifications to Terms of Service:

From time to time, Rapta may modify these Terms of Service; provided, that any modifications which are adverse to Customer will not become effective until renewal of Customer’s then-current Subscription Term or entry into a new Order Form. Rapta will use reasonable efforts to notify Customer of the changes through communications via Customer’s account, email, posting through the Rapta Platform or other means. Customer may be required to click to accept or otherwise agree to the modified Terms of Service before renewing a Subscription Term or entering into a new Order Form, and, in any event, continued use of the Rapta Offering after the updated version of these Terms of Service go into effect will constitute Customer’s acceptance of such updated version.

Orders by Affiliates:

The Parties agree that an Affiliate of Customer may place orders for the Rapta Offering by executing a separate Order Form and/or Statement of Work with Rapta in which the Customer Affiliate agrees to be bound by all terms and conditions of this Agreement, in which case all references to "Customer" in the Agreement shall mean the Customer Affiliate which executes the Order Form and/or Statement of Work; provided, however, that Customer shall remain responsible for the compliance of its Affiliates with the terms of the Agreement and the Order Forms and Statements of Work, including without limitation payment of all fees due thereunder.

ACCEPTANCE:

BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE OR DOWNLOADING, ACCESSING OR USING ANY RAPTA PRODUCTS OR SERVICES, CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, PLEASE DO NOT USE THE RAPTA PRODUCTS OR SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THE AGREEMENT IS LEGALLY BINDING UPON IT. THE AGREEMENT CONTAINS MANDATORY ARBITRATION PROVISIONS THAT REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS. PLEASE READ IT CAREFULLY.

1. Rapta Offering.

1.1. Overview.

Subject to the terms and conditions of the Agreement, including without limitation payment of all fees under each Order Form and Statement of Work, Customer will order, and Rapta will deliver, the Rapta Products and Services ordered by a Customer in accordance with and pursuant to each Order Form and Statement of Work. Customer may access and use the Rapta Products and Services solely for Customer's own internal business purposes and not for the benefit of any third party. The Rapta Platform and the Rapta Software is licensed to Customer on a subscription basis for the limited Subscription Term set forth in the applicable Order Form. Customer acknowledges and agrees that Customer's and its Users' access and use of the Rapta Products and Services shall at all times comply with the Documentation and any use restrictions or limitations set forth herein or in the applicable Order Form.

1.2. Grant of Rights.

Subject to Customer's compliance with the terms and conditions in this Agreement, the Documentation, and each Order Form Rapta grants Customer the following rights:

1.2.1. Rapta Platform.

Rapta grants to Customer a worldwide, revocable, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to authorize:

On-prem Platform (a) Admin Users to access and use the Rapta Platform solely for purposes of developing the Customer AI models and or granting access rights to others at the Customer location called App Users, and (b) App Users to indirectly, through the use of an Application, access the portion of the Rapta Platform necessary to enable the App User to access and use the Applications and to access and use the Applications as deployed using the Rapta UI or API; in each case, solely for Customer's own internal business purposes. Customer shall not exceed the total subscriptions purchased or any other limitations on usage and restrictions set forth in the Order Form or in this Agreement. Customer will buy Concurrent Authorized User ("CAU") licenses or Named Users. The number of CAU licenses, the number of Maximum Concurrent Authorized Users and the number of Named Users shall be as set forth in each Order Form. If Rapta believes that Customer has exceeded its rights under this Agreement or an Order Form through increased usage that is not otherwise in accordance with the terms of the applicable Order Form, and Customer does not contest such allegation or it is ultimately determined that such belief was correct, Rapta shall have the right to invoice Customer for such increased usage using the rates set forth in the applicable Order Form, including any discounts contained therein.

Cloud Platform (a) Admin Users to access and use the Rapta Platform solely for purposes of developing the Customer Applications and setting up and maintaining a cloud backend for Applications deployed using the Rapta Platform, and (b) App Users to indirectly, through the use of an Application, access the portion of the Rapta Platform necessary to enable the App User to access and use the Applications, including without limitation to download the Applications from the Rapta Platform to the Rapta UI and to access and use the Applications as deployed using the Rapta UI; in each case, solely for Customer's own internal business purposes. If Rapta makes access to a Sandbox instance of the Rapta Platform available to Customer, Customer's right to use the Sandbox environment shall be limited to evaluation and testing features and functionality of the Rapta Platform and Customer shall not use a Sandbox environment for production purposes. Rapta is responsible for providing the infrastructure required to provide the Rapta Platform and Rapta may engage third party service providers to host the Rapta Platform and provide certain functionality of the Rapta Platform on Rapta's behalf. Rapta will be responsible for the compliance of such third-party service providers with Rapta's obligations to provide the Rapta Platform pursuant to this Agreement. Customer shall not exceed the total subscriptions purchased or any other limitations on usage and restrictions set forth in the Order Form or in this Agreement. Customer will buy Concurrent Authorized User ("CAU") licenses or Named Users. The number of CAU licenses, the number of Maximum Concurrent Authorized Users and the number of Named Users shall be as set forth in each Order Form. If Rapta believes that Customer has exceeded its rights under this Agreement or an Order Form through increased usage that is not otherwise in accordance with the terms of the applicable Order Form, and Customer does not contest such allegation or it is ultimately determined that such

belief was correct, Rapta shall have the right to invoice Customer for such increased usage using the rates set forth in the applicable Order Form, including any discounts contained therein.

1.2.2. Rapta UI.

On-prem Platform Rapta grants to Customer a non-exclusive, non-transferable, worldwide, revocable, non-sublicensable license during the Subscription Term to use Rapta UI on Supported Operator Facing Devices.

Cloud Platform Rapta grants to Customer a non-exclusive, non-transferable, worldwide, revocable, non-sublicensable license during the Subscription Term to download, install, execute and use Rapta UI on Supported Operator Facing Devices.

1.2.2. Rapta APIs.

Rapta grants Customer a non-exclusive, non-transferable, worldwide, revocable, non-sublicensable license during the Subscription Term to use any Rapta APIs made available as part of the Rapta Platform for the sole purposes of accessing and using the Rapta Platform for Customer's own internal business purposes. Rapta reserves the right to place limits on access to such Rapta APIs (e.g., limits on numbers of calls or requests). Further, Rapta may monitor Customer's usage of such Rapta APIs and rate limit the number of calls or requests Customer may make if Rapta believes that Customer's usage is in breach of this Agreement or may affect the availability, integrity or security of the Rapta Platform or otherwise harm Rapta, its other customers or the Rapta Platform (or otherwise impose liability on Rapta).

1.2.3 Rapta Content and Software.

To the extent Rapta grants to Customer a non-exclusive, non-transferable, worldwide, revocable, non-sublicensable license during the Subscription Term to use, copy and deploy the Rapta Content and the Rapta SOFTWARE in each case solely for Customer's own internal business purposes and solely in connection with Customer's use of the Rapta Offering. Customer's sole and exclusive remedy for any issues with the Rapta Content and the Rapta SOFTWARE is to cease use of the Rapta Content and the Rapta SOFTWARE. Further, if Customer does not install an Update to Rapta Content and/or the Rapta SOFTWARE) the Rapta Content and/or the Rapta SOFTWARE may cease to operate.

1.3. Trial Subscriptions.

If Customer receives a trial or evaluation subscription to a Rapta Product or Service (a "**Trial Subscription**"), then Customer may use the Rapta Products and Services which are subject to the Trial Subscription in accordance with the Agreement for the period granted by Rapta in the Order Form for the Trial Subscription (the "**Trial Period**"). Trial Subscriptions are permitted solely for Customer's use to determine whether to purchase a subscription to the Rapta Offering and may have limited functionality and features. Customer's right to access and use the Rapta Offering will terminate at the end of the Trial Period unless Customer elects to purchase a non-trial or evaluation version of the Rapta Offering under a separate Order Form with Rapta. Rapta has the right to terminate a Trial Subscription at any time for any reason. **Notwithstanding anything to the contrary in the Agreement, the warranties, indemnities and other obligations**

of Rapta hereunder shall not apply to Trial Subscriptions all of which are provided “as is” and “as available”. Further, any data Customer enters into the Rapta Platform, and any customizations made to the Rapta Offering by or for Customer, during Customer’s Trial Subscription will be permanently lost unless Customer orders a subscription to the same Rapta Offering as those covered by the Trial Subscription or exports such data, before the end of the Trial Period.

1.4. Beta Versions.

Rapta may, from time to time in its sole discretion, make available to Customer Beta Versions. Use of Beta Versions is optional and is at Customer’s sole risk. **Notwithstanding anything to the contrary in the Agreement, the warranties, indemnities and other obligations of Rapta hereunder shall not apply to Beta Versions, all of which are provided “as is” and “as available”.**

1.5. General Restrictions.

Customer will not (and will not permit any third party to): (a) rent, lease, provide access to, sublicense, transfer or otherwise make available the Rapta Offering to a third party; (b) use the Rapta Offering to provide, or incorporate the Rapta Offering into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Rapta Offering, except to the extent expressly permitted by applicable law (and then only upon advance notice to Rapta); (d) adapt, alter, modify, improve, translate or create derivative works of the Rapta Offering; (e) copy or modify the Rapta Offering or any Documentation, or create any derivative work based on any of the foregoing; (f) create Internet “links” to or from the Rapta Offering or “frame” or “mirror” any content forming part of the Rapta Offering, other than on Customer’s own intranets or otherwise for its own internal business purposes; (g) remove or obscure any copyright, proprietary or other notices contained in the Rapta Offering; or (h) publicly disseminate information regarding the performance of the Rapta Offering.

1.6. Use by Contractors and Affiliates.

The rights set forth in this Section 1 may be exercised by Customer’s Contractors and Affiliates for the sole benefit of Customer; provided, that (i) Customer requires such third parties to execute a written agreement with Customer that is at least as protective of the Rapta Offering and Rapta’s Confidential Information as this Agreement and which does not grant any greater rights than those granted to Customer in Section 1 and includes all restrictions set forth in this Agreement and the applicable Order Form and (ii) Customer shall be responsible for any breach of the Agreement by any such third party.

1.7. Modifications.

Rapta reserves the right to modify the Rapta Offering from time to time, including without limitation implementing Updates, and Rapta will update the applicable Documentation accordingly. If any such modification materially and adversely reduces the functionality of a Rapta Product or Service, Customer sole and exclusive remedy shall be for Customer to terminate its subscription for the affected Rapta Product or Service. Rapta may condition the implementation of new features, functionality or other modifications on Customer’s payment of additional fees provided that Rapta generally

charges other customers for such modifications. Further, the support and service level availability terms described in the Rapta Support Program and the SLA may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices; provided that any modifications that materially decrease Rapta obligations as compared to those reflected in such terms as of the Effective Date shall not take effect until renewal of Customer's Subscription Term.

1.8. Third Party Platforms.

The Rapta Platform may support connections with certain Third-Party Platforms. In order for the Rapta Platform to communicate with such Third-Party Platforms, the Customer may be required to input credentials to authorize the Rapta Platform to connect to Customer's account in order to transmit and receive information and data from such Third-Party Platforms as directed or enabled by Customer. The Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Customer acknowledges and agrees that Rapta has no responsibility or liability for any Third-Party Platform, or any Customer Data exported to a Third-Party Platform or for verifying any Customer Data that Customer imports from a Third-Party Platform.

2. Rapta Support Program; Updates.

2.1 Rapta Support Program.

Subject to Rapta's receipt of Customer's payment of all applicable fees and Customer's installation of all Updates, Rapta shall provide Customer with support services pursuant to the Rapta Support Program ordered by Customer on the associated Order Form.

2.2 Updates.

Rapta will provide Customer with all Updates for purchased functionality for no additional fee, together with all required amendments to the associated Rapta Product Documentation. Updates to the Rapta Platform hosted by Rapta will be deployed by Rapta. The Customer will be responsible for installing Updates to Rapta Software and Tools and all Updates must be promptly installed by Customer. If Customer does not install a required Update, the Rapta Software or Tools, as applicable, may cease operating or may no longer connect to the Rapta Platform or Supported Devices. Further, if Rapta provides an Update to the Rapta SOFTWARE or Rapta APIs, Customer will use the updated Rapta SOFTWARE and updated Rapta APIs and cease use of the non-updated versions. New features, functionality and products for which Rapta charges a separate fee or which Rapta does not make generally commercially available to customers under the Rapta Support Program are not included as Updates or as part of support. The content and timing of all Updates shall be decided upon by Rapta in its sole discretion.

3. Professional Services.

Rapta will provide the professional consulting services (“**Professional Services**”) purchased in the applicable Order Form. The scope of Professional Services will be as set forth in a Statement of Work referencing this Agreement and executed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information (“**SOW**”). Unless Professional Services are provided on a fixed-fee basis, the Customer will pay Rapta at the per-hour rates set forth in the Order Form or SOW (or, if not specified, at Rapta then-standard rates) for any excess services. The Customer will reimburse Rapta for reasonable travel and lodging expenses as incurred. The Customer shall have the right to use any Deliverables delivered as part of the Professional Services in support of Customer’s authorized use of the Rapta Offering, subject to the terms and conditions of the Agreement including without limitation the licenses, rights and restrictions set forth in Section 1 above and in the Order Form and applicable SOW. The parties acknowledge that Rapta does not perform custom development work as part of the Professional Services and that the Deliverables provided by Rapta in the performance of the Professional Services may include, among other things, configuration and implementation of the Rapta Offering, modifications to the Rapta Offering, training materials and Documentation. Accordingly, Rapta will retain all right, title and interest in and to any such Deliverables, including without limitation all Intellectual Property Rights therein and thereto. For purposes hereof, “**Deliverables**” means any and all technology, work product, Software code and other deliverables delivered pursuant to an SOW, including without limitation any and all derivatives, enhancements and modifications thereof.

4. Customer Responsibilities for the Rapta Platform.

4.1. Access Credentials.

The Customer will safeguard and ensure that all Users safeguard the Access Credentials. Customer will be responsible for all acts and omissions of Users. User IDs are granted to individual, named persons and may not be shared. Customer agrees to: (1) keep its Access Credentials secure and confidential and not to allow any of Customer’s Admin Users to provide their Access Credentials to anyone else; and (2) not permit others to use Customer’s Access Credentials. Customer will notify Rapta immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security with respect to the Rapta Platform or Customer’s Access Credentials. Customer shall be solely responsible for ensuring that its Users comply with the terms of this Agreement and the Acceptable Use Policy. Customer will promptly notify Rapta of any suspected or alleged violation of the terms and conditions of this Agreement or the Acceptable Use Policy and will cooperate with Rapta with respect to: (i) investigation by Rapta of any suspected or alleged violation of this Agreement or the Acceptable Use Policy, and (ii) enforcement of this Agreement and the Acceptable Use Policy. Rapta reserves the right, in its sole discretion and without liability to Customer or its Users, to take any action Rapta deems necessary or

reasonable to ensure the security of the Rapta Platform and Customer's Access Credentials and account, including terminating Customer's access or the access of any of Customer's Users, changing passwords, or requesting additional information to authorize activities related to Customer's account. If any User who has access to a user ID is no longer an employee (or Contractor) of Customer, then Customer will immediately delete such user ID and otherwise terminate such User's access to the Rapta Platform.

4.2. Customer Access.

The Customer acknowledges and agrees that Customer's and its Users' access and use of the Rapta Cloud Platform is dependent upon access to telecommunications and Internet services. Customer will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and Software required to access and use the Rapta Cloud Platform, including, without limitation, all costs, fees, expenses, and taxes of any kind related to the foregoing. Rapta will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications or Internet services or any such hardware or Software. Rapta may provide notice to Customer from time to time of the version(s) of those products required in order to for Customer and its Users to use the Rapta Platform (e.g., supported browser versions). Customer acknowledges that if Customer desires to protect Customer's transmission of data and/or files to Rapta, it is Customer's responsibility to use a secure encrypted connection to communicate with and/or utilize the Rapta Cloud Platform.

5. Fees; Payment.

5.1. Fees & Payment.

In consideration for the rights granted hereunder, Customer will pay to Rapta the fees set forth in each Order Form in accordance with the payment schedule set forth in such Order Form. Unless otherwise specified in any Order Form or unless Customer is paying via Credit Card pursuant to Section 5.2 below, all invoices issued by Rapta will be due and payable within thirty (30) days of the date of the invoice. All fees are non-refundable, except as expressly otherwise set forth in this Agreement, and will be paid in U.S. dollars. The fees in the Order Form are valid for the initial twelve (12) month period of each Subscription Term and thereafter may be subject to an automatic adjustment increase of up to ten percent (10%) per year. Customer is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth in the applicable Order Form. If Customer is required by applicable law to withhold any Taxes from Customer's payment, the fees payable by Customer will be increased as necessary so that after making any required withholdings, Rapta receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of any dispute of an invoice, Customer shall notify

Rapta in writing within fifteen (15) days of receipt of the invoice of the disputed amount and the reason for the dispute, and the parties agree to negotiate promptly and in good faith a reasonable settlement of the disputed amount. Amounts not disputed within such fifteen (15) day period will be deemed valid and may not later be disputed.

5.2. Payment Via Credit Card.

If Customer is making its purchase using a credit card, debit card or other payment card ("**Credit Card**"), the following additional terms apply:

1. **Recurring Billing Authorization.** By providing Credit Card information, Customer represents and warrants that it has the authority to charge the purchase to the Credit Card and hereby authorizes Rapta (or its designee) to automatically charge Customer's Credit Card for all amounts due to Rapta under this Agreement in accordance with the applicable Order Form on the dates such amounts are payable as determined by Rapta. Customer acknowledges and agrees that if Customer is paying monthly, the amount billed and charged each month may vary depending on Customer's use of the Rapta Offering and may include fees for the remainder of Customer's applicable billing period and overage fees for the prior month.
2. **Foreign Transaction Fees.** Customer acknowledges that for certain Credit Cards, the issuer of Customer's Credit Card may charge a foreign transaction fee or other charges.
3. **Invalid Payment.** If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Customer remains responsible for any amounts not remitted to Rapta and Rapta may, in its sole discretion, either (i) invoice Customer directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Customer (if applicable) or (iii) terminate this Agreement.
4. **Changing Credit Card Information.** At any time, Customer may change their Credit Card information by entering updated Credit Card information via the "Settings" page in The Rapta Platform.
5. **Termination of Recurring Billing.** In addition to any termination rights set forth in this Agreement, Customer may elect not to renew the Subscription Term by sending Rapta notice of non-renewal to support@rapta.ai in accordance with Section 10.1 (Term) or, if Customer's Subscription Term is on a monthly basis (or if otherwise permitted by Rapta), through the Rapta Platform, with termination effective at the end of the then-current Subscription Term. As set forth in Section 1.6 (Trial Subscriptions), if, following a Trial Period, Customer chooses not to enter into an Order Form for the Rapta Offering, Customer's right to access and use the Rapta Offering will terminate at the end of the Trial Period and

Customer's Credit Card will not be charged. If Customer's Subscription Term renews or if Customer elects to continue use of the Rapta Offering following a Trial Period, Customer's Credit Card will be charged for the amounts due and payable for the Subscription Term.

6. Payment of Outstanding Fees. Upon any termination or expiration of the Subscription Term, Rapta will charge Customer's Credit Card (or invoice Customer directly) for any outstanding amounts payable by Customer for Customer's use of the Services during the Subscription Term, after which Rapta will not charge Customer's Credit Card for any additional fees.

6. Customer Data; Optional Cloud.

6.1. Rights in Customer Data.

As between the parties, Customer will retain all right, title and interest (including any and all Intellectual Property Rights) in and to the Customer Data submitted to the Rapta Platform. Subject to the terms of this Agreement, Customer hereby grants to Rapta a non-exclusive, worldwide, royalty-free, fully paid up, irrevocable (except on termination of this Agreement) license with right of sublicense to use, execute, host, copy, store, process, transmit, distribute, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Rapta Offering to Customer and its Users and to allow Rapta's third party contractors and services providers to exercise the licenses granted to Rapta in this Section to perform services for or on behalf of Rapta the extent necessary to provide the Rapta Offering to Customer and its Users.

6.2. Customer Obligations

6.2.1 In General.

Customer is solely responsible for the accuracy, content and legality of all Customer Data submitted to the Rapta Platform. Customer represents and warrants to Rapta that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in this Agreement (including granting Rapta the rights in Section 7.1 (Rights in Customer Data)) and that no Customer Data will violate or infringe (i) any third party Intellectual Property Rights or any publicity, privacy or other rights, (ii) any Laws, (iii) any terms of service, privacy policies or other agreements governing the Customer's accounts with any Third-Party Platforms or (iv) the Acceptable Use Policy. Customer will be fully responsible for any Customer Data submitted to the Services by any User as if it was submitted by Customer.

6.2.2 No Sensitive Personal Information.

Customer specifically agrees not to collect, store, process or transmit any Sensitive Personal Information using the Rapta Platform. Customer acknowledges that Rapta is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Rapta Offering is neither HIPAA nor PCI DSS

compliant. Rapta will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

6.3. Aggregated Anonymous Data; Optional Cloud.

Notwithstanding anything to the contrary herein, Customer agrees that Rapta may use Aggregated Anonymous Data to analyze, improve, support and operate the Rapta Offering and otherwise for any business purpose during and after the term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Customer and other Rapta customers. For clarity, Aggregated Anonymous Data will not include Customer Data that has not been anonymized and aggregated with other Rapta customer data and does not give Rapta the right to identify Customer as the source of any Aggregated Anonymous Data.

6.4. Storage of Customer Data.

Rapta does not provide an archiving or data backup service for Rapta Products or Services. Rapta agrees only that it will not intentionally delete any Customer Data from the Rapta Platform prior to termination of Customer's applicable Subscription Term. **Rapta expressly disclaims all other obligations and liability with respect to storage and data backup unless expressly provided by Rapta in a written SOW.**

6.5 Data Security and Data Privacy; Optional Cloud.

Rapta agrees to maintain appropriate technical and organizational measures with respect to the Rapta Platform which are designed to prevent unauthorized access, use, alteration or disclosure of Customer Data; however, Rapta will have no responsibility for errors in transmission, unauthorized third-party access, loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Customer Data which outside of Rapta's reasonable control. Rapta's privacy statement set forth at <https://rapta.ai/privacy-policy/> as the same may be updated from time to time as provided therein, shall apply to all disclosures of personal information under personal data by Users to Rapta. To the extent applicable to Customer's use of the Rapta Platform, the parties will separately execute Rapta's standard form of Data Processing Addendum.

7. Term; Termination; Suspension.

7.1. Term.

This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms. Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional twelve-month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

7.2. Termination for Cause.

Either party may terminate this Agreement (including all related Order Forms and Statements of Work) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay undisputed fees) within thirty (30) days after

receipt of written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

7.3. Effect of Termination.

Upon any expiration or termination of this Agreement, Customer will immediately cease any and all use of and access to all Rapta Offering (including any and all related Rapta Property) and will irretrievably delete (or, at Rapta request, return) any and all Rapta Software, Documentation, Access Credentials, Rapta Content, Rapta APIs, Rapta SOFTWAREs, and Rapta Confidential Information in its custody or control and all copies, summaries and extracts thereof. Provided this Agreement was not terminated for Customer's breach, Customer may retain and use internally copies of all reports exported from the Rapta Platform prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data processed by Rapta through the Rapta Platform, and that Rapta may delete any such data as may have been stored by Rapta at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Rapta prior to the effective date of termination and if Rapta terminates this Agreement pursuant to Section 7.2, all amounts payable by Customer under this Agreement and all Order Forms will become immediately due and payable. Rapta shall have no liability to Customer or any third party for any termination or expiration of this Agreement.

7.4. Suspension of Service.

If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Rapta reserves the right to suspend Customer's access to the Rapta Platform (and any related Services) without liability to Customer until such amounts are paid in full. Rapta also reserves the right to suspend Customer's access to the Rapta Platform (and any related Services) without liability to Customer if (i) Customer's use of the Services is in violation of the license or other rights granted under Section 1 or is in violation of the AUP or (ii) a threat to the technical security or technical integrity of the Rapta Platform exists as determined by Rapta in its sole and absolute discretion. Further, if Customer does not install an Update to Rapta Content and/or the Rapta SOFTWARE) the Rapta Content and/or the Rapta SOFTWARE may cease to operate.

7.5. Survival.

The following Sections will survive any expiration or termination of this Agreement: 5 (Fees; Payment), 6.1 (Customer Rights in Customer Data), 6.3 (Aggregated Anonymous Data), 7.3 (Effect of Termination), 7.5 (Survival), 8.2 (Warranty Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12 (Confidential Information), and 15 (General Terms).

8. Publicity.

Customer hereby grants Rapta the right to list Customer's name and logo on Rapta's customer lists, including on Rapta's web site and in Rapta promotional materials, and agrees that Rapta may disclose Customer as a customer of Rapta.

9. Limited Warranty.

9.1. Limited Software Warranty. Rapta warrants, for Customer's benefit only, that the Rapta Software and the Rapta Platform will include the functionality set forth in the applicable Documentation. Rapta's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Rapta to use commercially reasonable efforts to correct the reported non-conformity, or if Rapta determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 9.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the nonconformity was caused by misuse or unauthorized modifications of the Rapta Offering, Customer's or its Users' acts or omissions, or any Customer Data or interoperability of Customer infrastructure, Customer Data or Third Party Platforms, or non-Rapta hardware, Software, materials or services, (iii) Customer's failure to install an Update, or (iv) to Trial Subscriptions or Beta Versions.

9.2. Warranty Disclaimer.

EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, THE RAPTA OFFERING IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER RAPTA NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. RAPTA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE RAPTA OFFERING WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, NOR DOES RAPTA WARRANT THAT THE RESULTS FROM USE OF THE RAPTA OFFERING WILL BE ACCURATE OR RELIABLE. RAPTA DOES NOT WARRANT THAT RAPTA WILL REVIEW THE CUSTOMER DATA SUBMITTED TO THE RAPTA PLATFORM FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS OR CORRUPTION. RAPTA SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE RAPTA OFFERING. RAPTA SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF RAPTA. RAPTA EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE RAPTA OFFERING WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY

APPLICABLE LAWS OR REGULATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S AND ITS USER'S USE OF AND ACCESS TO THE RAPTA OFFERING IS IN ACCORDANCE WITH APPLICABLE LAW. RAPTA FURTHER MAKES NO WARRANTY IN CONNECTION WITH UPLOAD OR DOWNLOAD OF "SENSITIVE DATA TYPES", DEFINED AS DATA PERTAINING TO (A) THE MANUFACTURE, STORAGE, USE, TRANSPORT, OR DESTRUCTION OF NUCLEAR POWER; (B) ANY CONTROL OF SYSTEMS, PROGRAMS, FACILITIES, EQUIPMENT, OR SOFTWARE USED IN SUCH A MANNER AS TO RESULT IN LIFE OR DEATH; (C) THE DESIGN, MANUFACTURE, ACCESS OR USE OF ANY NAVIGATIONAL GUIDANCE SYSTEM; (D) THE DESIGN MANUFACTURE OR USE OF ANY MEDICAL SOFTWARE OR EQUIPMENT USED FOR LIFE SUPPORT; (E) THE OPERATIONS OF ANY CRITICAL FACILITIES; OR (F) ANY MILITARY OR GOVERNMENTAL SECRET OR SENSITIVE INFORMATION. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPTA'S LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, TERM, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE SERVICES TO SUPPLYING THE RAPTA PRODUCT OR SERVICE AGAIN. No Rapta reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

10. Indemnification.

10.1 By Rapta.

10.1.1 Indemnity. Rapta will defend Customer from and against any claim by a third party brought against Customer contending that the Rapta Software or the Rapta Platform when used as authorized under this Agreement and in accordance with the Documentation infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Rapta (including reasonable attorneys' fees) resulting from such claim.

10.1.2 Remedy. If Customer's use of the Rapta Software or the Rapta Platform is (or in Rapta's opinion is likely to be) enjoined, if required by settlement or if Rapta determines such actions are reasonably necessary to avoid material liability, Rapta may, in its sole discretion require Customer to cease all use of the Rapta Software and Rapta Platform and either: (a) substitute substantially functionally similar Software or services; (b) procure for Customer the right to continue using the affected Rapta Software or Rapta Platform, as applicable; or if (a) and (b) are not commercially feasible within a commercially reasonable period of time, (c) terminate this Agreement.

10.1.3 Exclusions. The obligations of Rapta under this Section 10 will not apply: (1) if the Rapta Software or the Rapta Platform is modified by any party other than Rapta or its authorized contractors, but solely to the extent the alleged infringement is caused by

such modification; (2) if the Rapta Software or the Rapta Platform is combined with Software, hardware, equipment, devices, data or other materials not developed by Rapta, but solely to the extent the alleged infringement is caused by such combination; (3) to any use of the Rapta Software or the Rapta Platform in violation of this Agreement or not in accordance with the Documentation; (4) to any action arising as a result of Customer Data, Customer Applications, Customer Device Drivers, Beta Versions, Trial Versions, Third Party Platforms, or any third-party deliverables or components contained within the Rapta Software or the Rapta Platform; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the Rapta Software or the Rapta Platform but instead by features common to any similar product or service; (6) an allegation that does not state with specificity that the Rapta Software or the Rapta Platform is the basis of the claim; (7) if Customer settles or makes any admissions with respect to a claim without Rapta's prior written consent; or (8) an allegation made against Customer prior to Customer entering into this Agreement or any allegation based upon any action by Customer prior to entering into this Agreement.

10.1.4 Sole Remedy. THIS SECTION 10 SETS FORTH RAPTA'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2 By Customer. Customer shall defend, indemnify and hold Rapta and its Affiliates and their respective employees, officers, directors and agents harmless from and against any losses, damages, costs, expenses, settlements, fines, penalties and any and all other liabilities (including reasonable attorneys' fees) arising out of or in connection with third party claims, suits, proceedings, demands, or actions arising out of or related to (i) Customer's or any User's use of the Rapta Offering not in accordance with the terms of this Agreement or the Documentation or (ii) the Customer Data, Customer Applications, Customer Device Drivers, Third Party Platforms or any other non-Rapta Software, hardware, equipment or materials used by Customer with the Rapta Offering, including without limitation any claim that any of the foregoing, in whole or in part, infringe, violate or misappropriate the Intellectual Property Rights of, or has otherwise harmed, a third party.

10.3 Indemnification Process. The foregoing obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, provided, that any failure to promptly notify the indemnifying party shall not relive the indemnifying party of its obligations except to the extent it was unduly prejudiced; (b) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, provided that any settlement shall fully release the indemnified party from liability and shall not impose any obligations or restrictions on the indemnified party without the indemnified party's prior written consent; and (c) cooperating and, at the indemnifying party's written request and expense, assisting in such defense. The indemnifying party will not reimburse the indemnified party for any expenses incurred by the indemnified party without the prior written approval of the indemnifying party. The indemnified party will have the right to participate in the defense and settlement of a claim at the indemnified party's expense.

11. Limitation of Liability.

11.1. Consequential Damages Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE BY CUSTOMER TO RAPTA, A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, ANY BREACH BY CUSTOMER OF ANY LICENSES GRANTED HEREUNDER OR BREACH OF SECTIONS 1, 4, 6.2 OR 15.10, OR VIOLATION OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DAMAGE TO, OR CORRUPTION OF, DATA, FAILURE OF SECURITY MECHANISMS, LOSS OF USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.

11.2. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE BY CUSTOMER TO RAPTA, A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, ANY BREACH BY CUSTOMER OF ANY LICENSES GRANTED HEREUNDER OR BREACH OF SECTIONS 1, 4, 6.2 OR 15.10, OR VIOLATION OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO RAPTA (OR ITS AUTHORIZED RESELLER) UNDER THE APPLICABLE STATEMENT OF WORK OR THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Nature of Claims and Failure of Essential Purpose. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE LIMITATIONS HEREIN MAY NOT APPLY. Neither party shall be responsible or liable for any loss, damage or inconvenience suffered by the other party or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of the other party to comply with its obligations under this Agreement. The parties agree that the disclaimers and limitations specified in this Agreement apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11.4 Limitation of Action. To the maximum extent permitted by applicable law and except for actions by Rapta against Customer for non-payment of, for Customer's breach of the licenses granted herein or Sections 1, 4, 6.2 or 15.10, or Customer's misappropriation or violation of Rapta's Intellectual Property Rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the date the cause of action accrued.

11.5 Allocation of Risk. Each party acknowledges that the fees payable by Customer to Rapta reflect the allocation of risk between the parties and that the other party would not enter into this Agreement without the limitations on its liability set forth in this Section 11.

12. Confidential Information.

12.1 Confidential Information. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to or learn from the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including without limitation, technical, marketing, financial, and other confidential or proprietary information whether disclosed orally, in writing or visually, that is marked or designated as confidential or is identified in writing as confidential at the time of disclosure by the Disclosing Party ("**Confidential Information**"). For the avoidance of doubt, the Rapta Offering, the Rapta Technology, these Terms of Service and any pricing provided in an Order Form, Aggregated Anonymous Data and any performance or benchmarking information with respect to the Rapta Offering constitute Confidential Information of Rapta.

12.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees agents, contractors and other representatives of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will (a) protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care; and (b) promptly advise the Disclosing Party upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or of any breach of this Agreement, including, without limitation, the misappropriation of the Confidential Information. Both parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Section 12 (Confidential Information) and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the disclosing party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (i) an injunction restraining such breach, without being required to show any actual damage or to post security or other bond; or (ii) a decree for specific performance of the applicable provision of this

Agreement. Notwithstanding the termination or expiration of this Agreement, the obligations of the Receiving Party, with respect to the Confidential Information of Disclosing Party, shall be in full force and effect as follows: (A) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (B) in the case of any other information or materials, during the term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement.

12.3 Exceptions. The Receiving Party's obligations under this subsection will not apply to any portion of the Disclosing Party's Confidential Information if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by employees of the Receiving Party who had no access to such information, without use of or reference to the Disclosing Party's Confidential Information, and without breach of this Agreement. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Any Confidential Information required to be disclosed shall otherwise remain subject to the terms and conditions of this Agreement.

12.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party (including without limitation all copies, extracts and summaries thereof) in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this subsection.

12.5 Confidentiality of Agreement. Customer will not disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law; (b) pursuant to a mutually agreed to press release; or (c) in connection with a proposed merger, financing, or sale of Customer's business (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement reasonably satisfactory to Rapt).

13. Ownership of Rapta Offering.

13.1. Rapta Property. Customer acknowledges that it is obtaining only a limited right to use the Rapta Offering to the extent expressly granted herein and that irrespective of any use of the word's "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that Rapta and its suppliers own and retain all right, title and interest in and to all Rapta Offering and the Rapta Technology, including without limitation any and all related and underlying technology and documentation and all modifications, enhancements, improvements, new versions, new releases, corrections and derivative works, and all Intellectual Property Rights in and to all of the foregoing, including as may incorporate Feedback ("**Rapta Property**"), and Rapta expressly reserves all rights not expressly granted herein. Further, Customer acknowledges that The Rapta Platform as provided by Rapta is offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of the object code or source code of the Rapta Platform.

13.2. Feedback. Customer, from time to time, may submit Feedback to Rapta. Customer grants to Rapta a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same without restriction or obligation of any kind, on account of confidential information, Intellectual Property Rights or otherwise, and may incorporate into its products and services any service, product, technology, enhancement, documentation or other development ("**Improvement**") incorporating or derived from any Feedback with no obligation to license or to make available the Improvement to Customer or any other person or entity.

14. Governing Law; Dispute Resolution

a) Direct Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, whether arising in contract, tort or otherwise, ("**Dispute**"), the parties shall first use their commercially reasonable efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute ("**Initial Notice of Dispute**"). If an Initial Notice of Dispute is being sent to Rapta it must be emailed to legal@rapta.ai for initial contact. Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties ("**Direct Dispute Resolution**"). If the parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration as set forth below.

b) Arbitration. IN THE EVENT THAT A DISPUTE BETWEEN THE PARTIES CANNOT BE SETTLED THROUGH DIRECT DISPUTE RESOLUTION, AS DESCRIBED ABOVE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION. BY

AGREEING TO ARBITRATE, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL. The arbitration shall be conducted before a single neutral arbitrator, before JAMS in Seattle, Washington. The arbitration shall be administered by JAMS in accordance with this document and the JAMS Streamlined Rules and Procedures for the Arbitration, with one addition: The limitation of one discovery deposition per side shall be applied by the arbitrator, unless it is determined, based on all relevant circumstances, that more depositions are warranted. The arbitrator shall consider the amount in controversy, the complexity of the factual issues, the number of parties and the diversity of their interests and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery.

The arbitration will occur in Seattle, Washington, but the parties may choose to appear by person, by phone, by another virtual means, or through the submission of documents.

The arbitrator will issue a ruling in writing. Any issue concerning the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by the arbitrator. To the extent state law is applicable, the arbitrator shall apply the substantive law of Oregon.

All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

c) Governing Law; Jurisdiction; Jury Waiver; Translations. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Oregon, without giving effect to any conflicts of laws principles that require the application of the law of a different state. The Parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods does and the Uniform Computer Information Transactions Act. FOR ANY CLAIM WHICH IS NOT SUBJECT TO THIS DISPUTE RESOLUTION PROVISION, CUSTOMER HEREBY IRREVOCABLY AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN CLACKAMAS COUNTY, OREGON. **The parties irrevocably waive any right to a trial by jury.** The English language version of this Agreement shall govern in lieu of any translation.

d) Construction and Joinder. THIS AGREEMENT MUST BE CONSTRUED AS IF IT WAS JOINTLY WRITTEN BY BOTH PARTIES. BOTH CUSTOMER AND RAPTA AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. IN THE EVENT OF ANY DISPUTE CONCERNING THE VALIDITY OR ENFORCEABILITY OF THIS PROVISION, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

e) Injunctive Relief. Notwithstanding the above provisions, Rapta may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15. General Terms.

15.1. Assignment. Neither party will assign this Agreement, or delegate its obligations or assign its rights hereunder, without obtaining the prior written consent of the other party, and any attempted assignment in violation of the foregoing will be null and void. For the avoidance of doubt, a change of control, merger or other consolidation, acquisition or reorganization of Customer shall be deemed an assignment hereunder and is not permitted without Rapta's prior written consent, which may be withheld or conditioned in Rapta's sole and absolute discretion. Notwithstanding the foregoing without Customer's prior consent, Rapta may assign this Agreement in connection with a merger, acquisition, reorganization or change of control of Rapta, including without limitation a sale of all or substantially all of its assets, voting securities or business to which this Agreement relates. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.2. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.3. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail. In addition, Customer acknowledges and agrees that Rapta may provide notices to Customer via email to Customer's email account on file with Rapta or through the Rapta Platform and such notices will be deemed given when sent.

15.4. Waivers; Remedies. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.5. Entire Agreement. To the maximum extent permitted by applicable law, these Terms of Service, together with the documents referenced herein and all Order Forms and Statements of Work entered into hereunder, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to entering into the Agreement, except as expressly stated in these Terms of Service. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Agreement (unless such untrue statement was made fraudulently) and that party's only remedy in respect of any untrue statement shall be for breach of contract as provided in these Terms of Service. No supplement, modification, amendment, or waiver of any provision of these Terms of Service (or any Order Form or Statement of Work) shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Customer acknowledges and agrees that its agreement is not contingent upon the delivery of any future functionality or features not specified herein or in an Order Form or dependent upon any oral or written, public or private comments made by Rapta with respect to future functionality or features for the Rapta Offering.

15.6. Force Majeure. Any failure of or delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by an act of government, act of God, act of war, acts of terrorism, riot, labor dispute, strike, shortage of materials, natural disaster, fire, earthquake, pandemic, epidemic, flood, failure of internet service providers, failure of utility or telecommunications providers, failure denial of service attacks, failure of suppliers or service providers, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as commercially practicable.

15.7. Subcontractors. Rapta may use the services of its Affiliates and its and its Affiliates' third party subcontractors and service providers and shall have the right to permit them to exercise the rights granted to Rapta hereunder in order to perform Rapta's obligations and exercise Rapta's rights under this Agreement, provided that Rapta remains responsible for (i) compliance of any such third parties with the terms of this Agreement and (ii) for the overall performance of this Agreement.

15.8. No Third Party Beneficiaries. The Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to the Agreement may enforce it.

15.9. Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent

15.10. Export Control; Anti-Corruption. In its use of the Rapta Offering, Customer agrees to comply with all export and import laws and regulations of the United States

and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Customer will not (and will not permit any of its Users to) access or use the Rapta Products and/or Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to the Rapta Products and/or Services any information that is controlled under the U.S. International Traffic in Arms Regulations. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act (“FCPA”) and/or the Organization for Economic Cooperation and Development (“OECD”) prohibiting foreign bribery and improper payments. Without limiting the generality of the foregoing, Both parties represent and warrant that it has not and shall not at any time during the Term pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to or for the benefit of: (i) any government official, political party, or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with this Agreement.

15.11. Government End-Users. Elements of the Rapta Products are commercial computer Software. All Rapta Products were developed fully at private expense. Rapta provides the Rapta Products, including related Software and technology, for ultimate federal government end use solely in accordance with the following: If the user or licensee of the Rapta Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Rapta Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Rapta to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. All other use is prohibited.

15.12. Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular, the singular the plural, and the part the whole, (ii) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (iii) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (iv) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule,

regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

15.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. Facsimiles and PDFs of a party's authorized representative's signature shall be deemed to be binding upon such party. The parties agree and acknowledge that this Agreement and any Order Form or SOW may be signed by means of an electronic signature, provided that such signature and any related signing process comply fully with all applicable laws (including without limitation the U.S. federal ESIGN Act and any applicable state laws) and each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date first set forth above.

Exhibit A to Rapta Terms of Service

Definitions

“Access Credentials” mean login information, API keys, passwords, security protocols, and policies through which Admin Users access and use the Rapta Platform.

“Admin User” means Customer’s employees and Contractors that Customer authorizes to access and use the Rapta Software, Rapta Platform, and Rapta Content, Rapta SOFTWARE and Rapta APIs and which are bound by written terms at least as protective of Rapta as those in this Agreement.

“Affiliate” means all companies and subsidiaries that directly or indirectly control or are controlled by a party to this Agreement or are under common control with such party. As used in this Agreement, control means equity ownership of fifty percent (50%) or greater interest in the voting shares held by an entity.

“Aggregated Anonymous Data” means any information, metadata or other data derived from Customer’s and its Users’ use of the Rapta Platform that is not specific to a person, does not include personally identifiable information, and cannot be used, alone or in conjunction with other information, to identify any specific person.

“App User” means Customer’s employees and Contractors that Customer authorizes to access and use the Rapta UI and Applications and which are bound by written terms at least as protective of Rapta as those in this Agreement.

“Application” means Customer Applications and Library Applications.

“Beta Versions” means versions of new functionality for the Rapta Products or Services and/or Updates that are not generally commercially available and which Rapta may pre-release to all or some of its customers for which customers are expected to report any bugs they encounter or any changes such customers would like to see before the general release.

“Contractor” means an independent contractor or consultant who is not a competitor of Rapta.

“Customer Data” means any data of any type that is submitted to the Rapta Platform by or on behalf of Customer, including without limitation: (a) data submitted, uploaded or imported to the Rapta Platform by Customer (including without limitation from Third Party Platforms) and (b) data provided by or about Users or Customer processes that are collected from Applications hosted on the Rapta Platform or otherwise viewed, displayed or transmitted using the Rapta Platform.

“Customer Applications” means any mobile application or desktop client Software built by Customer using the Rapta Platform Software.

“Connectors” means the object code version of any components, connectors, or code made available by Rapta to enable Rapta Software and Rapta Hardware to connect to Third Party Platforms, including all Updates provided by Rapta to Customer.

“Device Drivers” means the device drivers embedded within the Rapta OS which are used to connect Applications to Customer’s Supported Devices, including all Updates provided by Rapta to Customer.

“Documentation” means the technical user documentation for the Rapta Products, whether in print or electronic form, provided by Rapta with the Rapta Products or made

available by Rapta at the Rapta Knowledge Center, as the same may be updated by Rapta from time to time to reflect Updates.

“Feedback” means ideas, thoughts, criticisms, suggestions, enhancement requests, techniques, know-how, methodologies, comments, feedback or other input relating to any Rapta product or service, including in response to any product plans or roadmaps shared with Customer.

“Intellectual Property Rights” mean any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of the foregoing, in each case, in any jurisdiction throughout the world.

“Laws” means all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“Library Applications” means template applications and content made available by Rapta which runs on Rapta UI, including all Updates provided by Rapta to Customer. Library Applications do not include the Rapta Platform Software or Rapta UI.

“Maximum Concurrent Authorized Users” is defined as the maximum number of Users who use the Rapta Platform Software or specific Applications in a period of 60 minutes.

“Order Form” means Rapta’s standard order form, whether in electronic or printed form, entered into by an authorized representative of each party.

“Professional Services” shall have the meaning accorded to such term in Section 3.

“Sensitive Personal Information” means any of the following: (i) financial account information or credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (“**PCI DSS**”); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (“**HIPAA**”); (iii) social security numbers, passport numbers or other government issued id numbers, date of birth and/or gender; (iv) any other personal data of an EU citizen deemed to be in a “special category” (as identified in EU General Data Protection Regulation or any successor directive or regulation); (v) would require notification to government agencies, individuals or law enforcement if subject to unauthorized access, use or disclosure; (vi) reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, sex orientation or activities, or genetic or biometric data; or (vii) other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, IP address, email address, and phone number).

“Services” means Support Services and Professional Services.

“SOW” shall have the meaning accorded to such term in Section 3.

“Subscription Term” means the period of time set forth in an Order Form during which Customer has the right to access and use the Rapta Products.

“Support Services” means the technical support and maintenance services for the Rapta Products made available by Rapta to Customer under the Rapta Support Program.

“Supported Devices” means those devices for which Rapta Device Drivers are made available by Rapta or for which Customer develops Customer Device Drivers using Rapta SOFTWARE and which are able to be managed by the Rapta Software.

“Supported Operator Facing Devices” means those devices set forth in the Documentation for Rapta UI on which Rapta UI is able to be installed and used and on which Applications are able to be deployed and used by App Users using Rapta UI.

“Taxes” means any sales, use, GST, value-added, withholding, or similar taxes, customs, and any customs duties, charges, fees or levies, whether domestic or foreign, excluding taxes based on the income, employees or property of Rapta.

“Third Party Platform” means any Software, Software-as-a-service, data sources or other products or services not provided by Rapta that are connected to the Rapta Platform Software in accordance with the Documentation.

“Rapta APIs” means Rapta’s proprietary application programming interfaces.

“Rapta Content” means Library Applications, Connectors, Machine Learning Models, and Device Drivers made available from time to time by Rapta for use with the Rapta Platform Software through Rapta’s cloud service which is accessed by Customer through the Virtual Private Cloud, including all Updates provided by Rapta to Customer.

“Rapta Hardware Products” means Rapta AI Kit, Rapta Light Kit, Rapta Camera Kit, Rapta Edge IO and Rapta Edge Control and other hardware products Rapta may make generally commercially available to its customers for purchase from time to time.

“Rapta Knowledge Center” means the Rapta online portal made available by Rapta to its customers, and this may be updated by Rapta from time to time.

“Rapta OS” means the object code version of Rapta’s proprietary Software that is referred to as Rapta OS and is embedded in Rapta Hardware as the operating system for Rapta Hardware.

“Rapta Platform” means Rapta’s proprietary Frontline Operations Software service. Rapta provides the Rapta Platform on a Software as a service basis **On-prem** as the standard offering. The Rapta Platform is accessible by Customer’s Admin Users through a local Rapta UI. As an option Rapta will also provide the Rapta Platform over the Internet as hosted by Rapta or its third-party hosting provider referred to as **Cloud**. The Rapta Platform is accessible by Customer’s Admin Users through a web interface over the Internet.

“Rapta UI” means the object code version of Rapta’s proprietary Software product referred to as Rapta UI, including all Updates provided by Rapta to Customer, which runs on Supported Operator Facing Devices.

“Rapta Products” means Rapta Hardware and Rapta Software.

“Rapta SOFTWARE” means certain Software components, and Software modules (SOFTWAREs) and other code and tools provided by Rapta to Customer for use with the Rapta Offering, including all Updates provided by Rapta to Customer.

“Rapta Software” means Rapta OS and Rapta UI.

“Rapta Support Program” means the Rapta standard support program which sets forth the Support Services provided by Rapta for the Rapta Products. The support terms

described in the Rapta Support Program may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices; provided that any modifications that materially decrease Rapta obligations as compared to those reflected in such terms as of the Effective Date shall not take effect until renewal of Customer's Subscription Term.

"Rapta Technology" means (i) the computer Software, computer code, scripts, application programming interfaces, methodologies, templates, tools, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions, third party services and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Rapta Offering, (ii) Rapta APIs, (iii) Rapta Content, and (iii) Rapta SOFTWARE; including, without limitation, all Intellectual Property Rights therein and thereto.

"Updates" mean all upgrades, enhancements, improvements, maintenance releases, additions, and modifications, of the Rapta Software made generally commercially available by Rapta pursuant to the Rapta Support Program during the applicable Subscription Term.

"User" means any Admin User or App User.