

These Terms and Conditions (“Agreement”) shall be incorporated into each agreement between Reseller (“Licensor”) and a customer for Microshare, Inc. products and services (“Customer”). This Agreement sets forth the terms and conditions pursuant to which Customer may access and use Microshare, Inc.’s online platform (the “Platform”) and, as applicable, licensed hardware as identified on an order form (the “Licensed Hardware”) and professional services as specified in a mutually executed statement of work (each, an “SOW”) (the “Professional Services”). Licensor and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

## **1. Definitions.**

- 1.1. “Authorized Users” means Customer’s employees, service providers, agents and others who are authorized by Customer to use the Platform in accordance with these terms.
- 1.2. “Platform IP” means the Platform, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Platform IP includes Non-Identifiable Information and any information, data, or other content derived from Licensor’s monitoring of Customer’s access to or use of the Platform, but does not include Customer Data.
- 1.3. “Customer Data” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, other than Non- Identifiable Information.
- 1.4. “Documentation” means user manuals, handbooks, and guides relating to the Platform provided by Licensor to Customer either electronically or in hard copy form.
- 1.5. “Non-Identifiable Information” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, which does not identify Customer or any Authorized User.
- 1.6. “Third-Party Products” means any third-party products, materials, or information that is provided with or incorporated into the Platform, including any publicly available standards or criteria used by other mortgage lenders.

## **2. Access and Use.**

- 2.1. Platform. Subject to Customer’s compliance with the terms and conditions of this Agreement, Licensor hereby grants Customer, during the Term, a limited, revocable, non-exclusive, non-transferable, terminable right to have Authorized Users: (a) access the Platform on the designated website or portal; (b) use the Platform and any accompanying Licensed Hardware; and (c) use the Documentation. Such use is limited to Customer’s internal business purposes and is at all times subject to the then-current Terms of Use and Privacy Policy for the Platform, each of which will be made available to Customer upon request.
- 2.2. Accounts. Customer shall be responsible for ensuring that the access credentials provided to each Authorized User are used only by that Authorized User, and that each Authorized User maintains the confidentiality of such access credentials and does not allow any other person to access the Platform via his or her credentials.
- 2.3. Customer Application. Upon written request by Customer to Licensor, and subject to any terms and conditions agreed upon by the Parties as well as the terms and conditions of this Agreement, Licensor hereby grants Customer, during the Term, a limited, revocable, non-exclusive, non-transferable, terminable right to have Customer develop software applications (“Customer Application”) that interface to the Platform via Licensor’s, or its licensors’, proprietary application programming interface (API) solely to the extent such API is publicly available to similarly situated customers. Customer agrees that use of any Customer Application is subject to the terms and conditions of this Agreement as well as any other terms and conditions mutually agreed upon by the Parties, including any applicable royalty fees to be paid to Licensor.
- 2.4. Hardware. Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, terminable right to use the Licensed Hardware (if any) solely in connection with the authorized use of the Platform.
- 2.5. Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) download any part of or all of the Platform, other than through automated processes necessary for the use of the Platform through the designated website or portal in accordance with the terms hereof; (b) copy, modify, or create derivative works of the Platform IP, in whole or in part; (c) rent, lease, lend, sell, license, assign, publish, transfer the Platform IP ; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform or Licensed Hardware, in whole or in part; (e) remove any

proprietary notices from the Platform IP or Licensed Hardware; (f) use the Platform IP for developing, using, or providing a competing software product or service or any other purpose that is to Licensor's, or its licensors', detriment or commercial disadvantage; (g) use the Platform IP or Licensed Hardware in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (h) otherwise use the Platform IP except as expressly allowed under this Agreement.

2.6. Geographic Scope. Global. Suspension. Notwithstanding anything to the contrary in this Agreement, Licensor may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) Licensor reasonably determines that (A) there is a threat or attack on any of the Platform IP, (B) Customer's or any Authorized User's use of the Platform IP disrupts or poses a security risk to the Platform IP or to any other customer or vendor of Licensor, (C) Customer or any Authorized User is using the Platform IP for fraudulent or illegal activities, or (D) Licensor's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; (i) in accordance with Section 5.1 (any such suspension described in subclause (i), a "Service Suspension"). Licensor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

**3. Professional Services.** Customer may engage Licensor to perform professional services as set forth in an SOW signed by both Parties.

#### **4. Customer Responsibilities.**

4.1. General. Customer is responsible and liable for all uses of the Platform IP and Licensed Hardware resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform IP and Licensed Hardware and shall cause Authorized Users to comply with such provisions.

4.2. Third-Party Products. Licensor may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. 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.

#### **5. System Availability and Support.**

5.1. Definitions. "Uptime" is calculated by determining the percentage of time during a given month in which the Platform was Unavailable and subtracting that time percentage from 100%. Uptime measurements exclude downtime resulting directly or indirectly from any of the exclusions specified in Section 5.3. "Unavailable" and "Unavailability" means that Licensee is unable to access and/or use the Platform for any reason other than those reasons specified by the exclusions specified in Section 5.3.

5.2. Service Availability. Licensor will use commercially reasonable efforts to make the Platform available for use with an Uptime of at least 99.0%, in each case during any monthly billing cycle (the "Service Commitment").

5.3. Exclusions. The Service Commitment does not apply to any unavailability, suspension, termination or performance issues relating to the Platform: (i) caused by factors outside of Licensor's reasonable control, including any force majeure event, Internet access or related event beyond the demarcation point of Licensor; (ii) that result from any negligent or intentional actions or inactions by Customer or any third party; (iii) that result from any failure, misconfiguration, or incompatibility of equipment, software or other technology under Customer's reasonable control; (iv) that result from any failure, misconfiguration, or incompatibility of third party equipment, software, hosting services or other technology (other than third party equipment within our direct control); (v) that result from any Licensor scheduled maintenance or downtime; or (vi) arising from Licensor's suspension and termination of Customer's right to use the Platform pursuant to this Agreement. No representations or guarantees are made regarding Uptime or availability of the Platform unless specifically identified in this Section 5.

5.4. Connectivity Infrastructure. Notwithstanding the foregoing Section 5.1, and for the avoidance of doubt, access to and hosting of the Platform, as well as the connections between the Platform and the sensors or other peripheral

devices are provided by underlying Internet, cellular circuits and third party services (e.g., Microsoft Azure, Amazon Web Services) (collectively, the “Connectivity Infrastructure”). The Parties agree that such Connectivity Infrastructure is beyond Licensor’s reasonable control, and Licensor expressly disclaims any warranties, responsibilities, or liabilities for such Connectivity Infrastructure, or for failures of the Platform due to lack of coverage, connectivity failures, or downtime of any component of the Connectivity Infrastructure.

5.5. Support. “Tier 1 Support” is the initial support level provided to Customer that addresses basic issues, generally via telephone or email communications to answer questions and help troubleshoot any difficulties that Customer may have in using the Platform. “Tier 2 Support” is the provision of personnel with special training and experience appropriate to handle the problem diagnosis and resolution, upon referral by Tier 1 Support personnel. Tier 2 Support should address and resolve inquiries relating to compatibility, interoperability, advanced networking, integration, and most other issues. “Tier 3 Support” is” means the provision of personnel with special training and experience appropriate to handle fixes to Product source code upon referral by Tier 2 Support personnel. Tier 3 Support inquiries may involve “bugs” and other source code problems. In addition, Customer shall have access to Licensor’s knowledge base and other help facilities posted on the designated website to allow Customer to obtain possible solutions to problems by querying this knowledge base. For the avoidance of doubt, Tier 1 Support does not include any on-site support by Licensor unless separately purchased by Customer. Upon Customer’s request, and subject to additional fees, Microshare, Inc. shall provide Tier 2 Support and Tier 3 Support to Customer.

## **6. Intellectual Property Ownership; Feedback.**

6.1. Platform IP. Licensor, or its licensors, own all right, title, and interest, including all intellectual property rights, in and to the Platform 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.

6.2. Customer Data. Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Licensor (and its licensors and vendors) to provide the Platform to Customer and its Authorized Users.

6.3. Non-Identifiable Information. Licensor (and its licensors and vendors) may monitor Customer’s use of the Platform and collect and compile Non-Identifiable Information, including information relating to statistical and performance information relating to the provision and operation of the Platform. All right, title, and interest in Non-Identifiable Information, and all intellectual property rights therein, belong to and are retained solely by Licensor. Customer acknowledges that Licensor may compile Non-Identifiable Information based on Customer Data input into the Platform. Customer agrees that Licensor may (a) use the Non-Identifiable Information to improve the performance of the Platform, including to pre-populate fields and other information-gathering sections of the Platform; (b) make Non- Identifiable Information publicly available in compliance with applicable law, and (c) use Non- Identifiable Information to the extent and in the manner permitted under applicable law; provided that such Non- Identifiable Information does not identify Customer or any Authorized User.

6.4. Open Source Software. The Platform shall not include or incorporate any Open Source Software (“OSS”) to the extent that such OSS is governed by a license agreement that requires that derivative works of the Platform must also be an OSS product, or that the OSS license must be applied to such derivative works. For the avoidance of doubt, any incorporated OSS may not be governed by the GNU General Public License or any similar “copyleft” license agreement.

6.5. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Licensor (or its licensors) by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform IP, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Licensor and its licensors are free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback, without any attribution or compensation to any party, although Licensor is not required to use any Feedback.

6.6. Modifications. Licensor and its licensors may update, upgrade or modify the Platform IP at any time, including the removal or modification of previously available functionality. The inclusion of any functionality at a particular time does not imply or warrant that these abilities or services will be available at a later time. Additional fees for upgrades, updates or modifications may be charged to Customer. Any updates, upgrades, enhancements and/or

modifications provided to Customer will automatically be considered part of the Platform and will be subject to the terms of this Agreement.

## **7. Limited Warranties and Warranty Disclaimer.**

7.1. Limited Platform Warranty. Licensor warrants that the Platform will substantially conform to the specifications set forth in the Documentation. In the event that Customer discovers a material malfunction in the Platform, Licensor shall use commercially reasonable efforts to correct, cure or otherwise remedy such malfunction. Customer shall cooperate in a prompt and reasonable manner in connection with such correction efforts. The foregoing obligation of Licensor does not apply (i) to the extent the Platform is combined with any unauthorized software, processes or materials where the material malfunction would not have occurred without such combination; (ii) where the material malfunction continues after Customer has been informed of modifications that would have avoided the malfunction; (iii) where Customer's use of the Platform is not for the purposes set forth in this Agreement; and (iv) to any material malfunction arising from any content, information or data provided by Customer or any third party. THE FOREGOING WARRANTY DOES NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

7.2. Limited Licensed Hardware Warranty. Licensor warrants that any Licensed Hardware delivered to Customer pursuant to this Agreement will perform in accordance with the applicable specifications of the Original Equipment Manufacturer of such equipment. If any Licensed Hardware provided to Customer fails to so operate per specifications, except to the extent caused by Customer's unauthorized or improper use, Licensor shall use commercially reasonable efforts to remedy such non-compliance or non-conformance via repair or replacement at its own expense.

7.3. Disclaimer. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IP, SERVICES AND LICENSED HARDWARE ARE PROVIDED "AS IS" AND LICENSOR (AND ITS LICENSORS) HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR (AND ITS LICENSORS) SPECIFICALLY DISCLAIM 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. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR (AND ITS LICENSORS) MAKE NO WARRANTY OF

ANY KIND THAT THE PLATFORM IP, SERVICES, LICENSED HARDWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **8. Indemnification.**

### **8.1. Licensor Indemnification.**

8.1.1. Licensor shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Licensor in writing of the claim, reasonably cooperates, and allows Licensor sole authority to control the defense and settlement of such claim.

8.1.2. If such a claim is made or appears possible, Customer agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace the Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Licensor determines that neither alternative is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer.

8.1.3. This Section 8.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (B) modifications to the Platform not made by Licensor; (C) Customer Data; (D) Non-Identifiable Information; or (E) Third-Party Products.

8.2. Customer Indemnification. Customer shall indemnify, hold harmless, and defend Licensor (and its licensors and vendors) from and against any Losses resulting from any Third-Party Claim that the Customer Data, Customer Application(s), or any information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, or any use of the foregoing in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct, or (ii) use of the Platform in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Licensor (or its licensors or vendors) unless they consent to such settlement, and further provided that they will have the right, at its option, to defend themselves against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

8.3. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LICENSOR'S (OR ITS LICENSORS') SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM IP, SERVICES OR LICENSED HARDWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**9. Limitations of Liability.** IN NO EVENT WILL LICENSOR (OR ITS LICENSORS) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (, 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 LICENSOR (OR ITS LICENSOR) WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S (OR ITS LICENSOR) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (9) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### **10. Termination.**

10.1. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Platform IP and Licensed Hardware and, without limiting Customer's confidentiality obligations, Customer shall delete, destroy, or return all copies of the Platform IP and return all Licensed Hardware (as described in Section 2.4) and certify in writing to Licensor that the Platform IP has been deleted or destroyed and the Licensed Hardware properly returned. In the event Customer fails to return the Licensed Hardware within thirty (30) days of termination or expiration, Customer will continue to pay all monthly Fees under this Agreement until the Licensed Hardware is returned to Licensor. For the avoidance of doubt, Customer shall be charged the full monthly Fees for each month that begins where the Licensed Hardware has not been returned, without the option of prorated Fees. In the event Customer has notified Licensor that it has lost the Licensed Hardware, or if Customer has damaged the Licensed Hardware, Customer shall be responsible for the fees set forth in the Exhibit A. 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.

#### **11. Miscellaneous.**

11.1. Third-Party Beneficiaries. Nothing in this Agreement shall create any rights in any third-party beneficiaries, and neither Party has any obligation to any third party by virtue of this Agreement; *provided*, however, that Microshare, Inc. shall be a third-party beneficiary of this Agreement.

11.2. Governing Law; Submission to Jurisdiction. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where the Customer is domiciled, as set out in the chart below. The construction, validity and performance of this Agreement, and all non-contractual obligations arising from or connected with this Agreement shall be governed by,

and construed in accordance with the identified governing law, and the Parties agree to irrevocably submit to the exclusive jurisdiction and convenient forum, as specified in the following table:

<b>If Customer is domiciled in:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction:</b>
North America, South America	The State of Delaware, United States of America	The U.S. State or Federal courts in Philadelphia, Pennsylvania, USA

11.3. Dispute Resolution. The Parties agree to attempt in good faith to resolve any controversy, claim, or dispute of any nature whatever arising out of, or relating to, the Agreement, or the breach, termination, enforceability, or validity of the Agreement (a "Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management than the persons who have direct responsibility for the administration of the Agreement. In the event of a failure to resolve a Dispute per the foregoing, all Disputes that may arise under, out of, or in connection with the Agreement, shall be settled in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall proceed in accordance with the laws and venue of Section 11.2. **THE PARTIES UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT. THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE OF SECTION 11.2 AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.**

11.4. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.