

## TERRAFLOW STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the “**Standard Terms**”) are entered into and effective by and between Daprar Corporation d/b/a terraFlow (“**Company**”) and the customer (“**Customer**”) identified on an Invoice incorporating these Standard Terms by reference. Company and Customer are hereinafter sometimes referred to individually as a “**Party**” and collectively as “**Parties**”. These Standard Terms govern the Parties’ business relationship related to Products and Services (each as defined below) ordered by Customer. These Standard Terms and any applicable Invoices and Statements of Work shall be collectively referred to herein as the “**Agreement**”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. **Definitions.**

1.1 “**Affiliate**” means any person or entity directly or indirectly currently controlled by, controlling, or under common control with a Party, where “control” means (a) direct or indirect beneficial ownership of more than 50% (or such lesser percentage that constitutes control) of the outstanding voting securities or other ownership interests of an entity; or (b) the power to direct or cause the direction of the management and policies of an entity by contract, right to elect a majority of the governing board, or otherwise.

1.2 “**Customer Data**” means any non-public data or information provided, uploaded, and/or otherwise transmitted by Customer or its Users to Products.

1.3 “**Documentation**” means published manuals and operating guides for Products, whether in printed or electronic form, as may be made available by Company, and as may be updated, in each case from time to time.

1.4 “**Invoice**” means an invoice issued by Company to Customer that identifies the Product(s) for which Customer purchases a subscription thereunder, the relevant Subscription Term, the pricing for such purchase, and any other related details concerning the terms of purchase by Customer.

1.5 “**Law**” means (a) any applicable national, state, local, or other law or statute in any jurisdiction; (b) any applicable international or transnational treaty, law, or statute; and (c) any applicable rule or regulation issued by a governmental regulatory body having jurisdiction over the activities contemplated by the Agreement.

1.6 “**Products**” or a “**Product**” means terraFlow and any other Software made available by Company and ordered by Customer as set forth in an Invoice.

1.7 “**Services**” means implementation, configuration, training or other professional services provided to Customer by Company as set forth herein or in a Statement of Work.

1.8 “**Software**” means proprietary software of Company and its licensors, including but not limited to all and artificial intelligence models, model files, and related weights and code.

1.9 “**Subscription Term**” means the duration of Customer’s subscription to Products, as set forth in an Invoice, including renewal terms, if any.

1.10 “**terraFlow**” means the terraFlow software-as-a-service product identified in an Invoice.

1.11 “**Updates**” means corrections, bug fixes, upgrades, maintenance releases, and other updates to features or functions of Products.

1.12 “**User**” means an individual employee or independent contractor of Customer who is authorized by Customer to use Products.

2. **Rights to Access and Use Products.** Subject to the terms and conditions set forth herein, Company grants Customer a nonexclusive, non-transferable right during the Subscription Term to allow Users to access and use Products for Customer’s internal business purposes only. The Parties agree that this grant of access and use of Products is not a sale and that no rights to any Software or intellectual property rights are sold.

### 3. **Services.**

Company may provide other professional services for Customer in accordance with the terms set forth in a written statement of work signed by both Parties (“**Statement of Work**”). Each Statement of Work will include the responsibilities of each Party, Fees for the Services (if any), and the start and end dates of the Statement of Work, and any other applicable terms. Unless

otherwise provided in the applicable Statement of Work, Services will be invoiced by Company on a time-and-materials basis at Company's then current rates. Any changes to a Statement of Work must be signed by both Parties. Upon termination of a Statement of Work, neither Party will have any further obligations thereunder except that Customer will pay Company for Services rendered and any unavoidable or non-recoverable expenses incurred prior to the effective date of termination.

#### **4. Service Levels and Technical Support.**

4.1 Service Levels. Company shall use commercially reasonable efforts consistent with prevailing industry standards to maintain Products during the Subscription Term; provided, Products may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or due to causes beyond Company's reasonable control. Company shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Customer acknowledges and agrees that Company may modify the features and functions of Products from time to time in its discretion including, without limitation, to comply with Law.

4.2 Technical Support. Company will furnish the following technical support Services for Products: (a) Updates for Products, as available, and (b) access to Company's support team during normal business hours by phone or e-mail.

#### **5. Fees, Expenses, and Taxes.**

5.1 Fees and Payment Terms. Customer is responsible for all fees, costs and expenses set forth in any Invoice or Statement of Work ("Fees"), and Customer shall pay Company all Fees as set forth in an Invoice or Statement of Work. All orders are final, with no right to a refund or set-off. Unless set forth otherwise in an Invoice or Statement of Work, Customer will pay all invoiced amounts within thirty (30) days of receipt.

5.2 Taxes. Except for (a) any federal, state, or local taxes on or measured by the income of Company, which will be the sole responsibility of Company, and (b) any transaction privilege, sales, or other similar excise taxes, all taxes and other charges that Company is required to pay to a taxing authority in connection with a purchase of and/or subscription to Products by Customer shall be invoiced to Customer. If any deduction or withholding is required by Law, Customer will notify Company and will

pay Company any additional amounts necessary to ensure that the net amount that Company receives, after any deduction and withholding, equals the amount Company would have received if no deduction or withholding had been required. Customer will provide Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

5.3 Fee Increases. Company may increase its Fees after the initial Subscription Term by notifying Customer in writing at least thirty (30) days in advance (which may be by email, in an invoice, or, for new purchases, in a quotation) of the change, except that changes in existing, recurring Fees will not apply more than once in any calendar year.

#### **6. Data and Security.**

6.1 Customer Data. Customer retains all ownership rights, including all intellectual property rights, in the Customer Data. Customer represents and warrants that it has the right to submit the Customer Data to Company and Products. Customer acknowledges that, as part of its obligations to comply with Law, it is responsible for obtaining the requisite consents and preferences for the use of the Customer Data. Company shall have no liability for any collection, use, disclosure of or failure to allow access to Customer Data, or failure to correct or delete Customer Data, to the extent caused by an act, omission, or direction of Customer, including (without limitation) provision of Customer Data to Company without consent in accordance with Law or failure to communicate to Company any relevant preferences or requests with regard to the Customer Data made to Customer. For clarity, Customer Data submitted to, or otherwise used with, Products shall not include (i) any proprietary or sensitive information in file names for Customer Data (e.g., proprietary product names), or (ii) any personally identifiable information, personal health information, or other types of personal data or information without prior written consent of Company.

6.2 Company Rights to Use Customer Data. Customer hereby grants a fully-paid up, worldwide, right and license to Company and its Affiliates to collect, store, analyze, and otherwise use and process Customer Data during and after the Subscription Term (i) to provide, operate, and deliver Products and Services to Customer as set forth in the Agreement, (ii) to respond to governmental authorities and requests, (iii) to comply with a legal requirement, law, subpoena, judicial proceeding, court order, or legal process, and (iv) for its internal business purposes; provided, Company will securely delete or destroy any

Customer Data it retains for the foregoing purposes no later than two (2) years following the expiration or termination of the Agreement.

6.3 Performance Data. Customer acknowledges and agrees that Company and/or its third party service providers may collect technical, performance, and operational data generated by Customer's use of Products and Services ("**Performance Data**") and that Company may use Performance Data for its business purposes, which may include, but are not limited to, (a) improving the performance, features, and capabilities of the Products and Services; (ii) facilitating the provision of Updates, support, and other Services; and (iii) creating, developing, operating, delivering, and improving its products and services.

6.4 Privacy and Data Security. Company will implement measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure which meet or exceed industry standards. This includes, without limitation, using updated anti-viral software to prevent viruses from reaching Customer systems through the Products and taking commercially reasonable measures to secure and defend its equipment against "hackers" and others who may seek, without authorization, to modify or access Products or the information found on those systems. Company will periodically test its systems for potential areas where security could be breached.

7. Reserved Rights. Each Party shall retain ownership of all right, title, and interest in and to such Party's intellectual property and reserves all rights that are not expressly granted herein. As between Company and Customer, Customer retains all right, title, and ownership rights to the Customer Data. All intellectual property rights, title, and ownership rights in and to Products, Software, and Performance Data, including Updates, translations, customized versions or other versions or derivative works thereof, shall at all times remain vested in Company and, if applicable, its licensors, notwithstanding that Customer may contribute to the cost or design of such Updates, translations, customized versions or other versions or derivative works.

8. Compliance with Law. Each Party will comply with all Laws applicable to such Party in the conduct of its activities under the Agreement.

9. Customer Responsibilities.

9.1 Users. Customer is solely responsible for

monitoring access to and use of Products by its Users, including ensuring that each User has access restrictions appropriate to that User's role and position. Customer shall institute contractual and/or functional procedures and processes as necessary to monitor use of passwords and to protect and require Users to protect their passwords. Any failure by any User to comply with the terms of the Agreement will be deemed to be a breach by Customer, and Company will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to Company, to terminate the access credentials for any User if there is any compromise in the security of access credentials or if unauthorized use is suspected or has occurred.

9.2 Accuracy of Customer Data; Compliance. As between Customer and Company, Customer is solely responsible for the accuracy, completeness, validity, authorization for use, and integrity of all data and information, including without limitation, any Customer Data, that is provided to Company under the Agreement. Further, Customer is solely responsible for compliance with all legal and regulatory requirements with respect to Customer's and Users' use of Products.

9.3 Malware. Customer is and shall remain responsible for any liability that results from Customer Data provided by Customer or Users containing any malicious or hidden mechanism, viruses, or code for the purpose of damaging or corrupting Products. Customer will use regularly updated anti-virus software, firewalls, and other industry standard processes and procedures in connection with its use of and access to Products.

9.4 Restrictions. Customer and its Users will not, and will not engage a third party to, (a) attempt to decompile, decode, disassemble, or otherwise reverse engineer Products; (b) copy, in whole or in part, any Products or any component thereof; (c) sublicense, sell, rent, lease, provide service bureau or timeshare services, transfer, transmit, distribute or otherwise make Products or any component thereof available to third parties (other than Users); (d) modify, enhance, create derivative works of, combine with other programs, or otherwise change Products; or (e) develop or have developed any product or service using or based on any component of Products. Customer shall not use Products in whole or in part for any purpose except as expressly provided under this Agreement.

9.5 Verification. Company reserves the right to monitor Customer's and its Users' use of Products.

Customer shall permit Company, at Company's expense, upon reasonable notice, and not more frequently than once per calendar year, to verify Customer's compliance with the Agreement, and Customer agrees to reasonably cooperate with Company. The verification will take place during Customer's normal business hours and will be conducted in a manner that minimizes disruption to Customer's business operations. If the verification reveals any noncompliance, Customer will promptly cure the noncompliance. In addition, if a verification shows an underpayment of monies owed to Company, Customer agrees to pay the shortage promptly.

9.6 Third Party Providers. Customer understands and agrees that Company may use third party subcontractors, vendors and service providers in connection with this Agreement such as for hosting services, and that Company may transfer Customer Data and Customer Confidential Information to such third parties in connection with such services. The use of such third parties shall not relieve Company from any obligation or liability under the Agreement.

## 10. Confidential Information.

10.1 Confidentiality. Each Party (the "**Receiving Party**") shall protect and keep confidential all information disclosed by the other Party (the "**Disclosing Party**"), whether in hardcopy, electronic or oral format, that relates to the Disclosing Party's business and technology and which is identified by the Disclosing Party as confidential ("**Confidential Information**"), and shall not, except as expressly authorized by this Agreement or authorized by the Disclosing Party in writing, use or disclose such Confidential Information. All nonpublic or proprietary features of Products constitute Company's Confidential Information, and the terms of the Agreement constitute the Confidential Information of both Parties.

10.2 Exceptions. Notwithstanding anything contained herein, the Receiving Party will not be prohibited from disclosing or using information of the Disclosing Party that the Receiving Party can reasonably demonstrate (a) was, at the time of disclosure, or thereafter, becomes publicly known through no fault of the Receiving Party, (b) is or has been disclosed to the Receiving Party by a third party having no obligation of confidentiality to the Disclosing Party, (c) is or has been independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information, or (d) is already in the Receiving Party's possession at the time of disclosure.

10.3 Authorized Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to the requirements of Law or the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party gives reasonable notice to the Disclosing Party to contest such order or requirement if permitted by Law.

10.4 Termination of the Agreement. Upon termination or expiration of the Agreement, at the Disclosing Party's request, and subject to Section 6.2 (Company Rights to Use Customer Data) above, the Receiving Party shall return to the Disclosing Party or certify as destroyed (the decision to return or destroy being in the Receiving Party's discretion) all written materials that contain any Confidential Information of the Disclosing Party, unless such return or destruction is prohibited by Law. With respect to any Confidential Information of the Disclosing Party regarding which return or destruction is not feasible, the Receiving Party will continue to maintain its confidentiality in accordance with the terms of this Agreement.

## 11. Disclaimers.

11.1 NO WARRANTIES. EXCEPT AS EXPRESSLY SPECIFIED IN THE AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE AND NON-INFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION OR MEET CUSTOMER'S OR ITS USERS' BUSINESS OR OPERATIONAL NEEDS OR PURPOSES. COMPANY DISCLAIMS LIABILITY RESULTING FROM THE ACTIONS OF ANY USER OR ANY THIRD PARTY ACTIONS OR SUCH PARTY'S(IES') FAILURES TO ACT. CUSTOMER IS SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF CUSTOMER DATA AND PROGRAMS ON CUSTOMER'S SYSTEMS AND FOR PERFORMING REGULAR INDUSTRY STANDARD BACKUPS OF ITS CUSTOMER DATA AND PROGRAMS.

11.2 Customer Responsibility. Customer acknowledges and agrees that Products and Documentation are not intended to be used as diagnostic or clinical decision

support tools. Customer accepts all risks arising from, and is solely responsible for, professional, advisory, analytical and technical services, including patient examination, diagnosis, prescription, treatment and personal injury.

12. Limitations of Liability.

EXCEPT FOR DAMAGES CAUSED BY (A) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (C) CUSTOMER'S BREACH OF SECTION 9.4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, OR FOR DAMAGES RELATING TO: (I) LOSS OF DATA; (II) BUSINESS INTERRUPTION OR LOSS OF INCOME; (III) LOSS OF OPPORTUNITY; (IV) LOST PROFITS; AND (V) UNAVAILABILITY OR NON-PERFORMANCE OF ANY OR ALL OF THE PRODUCTS OR SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF COMPANY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO COMPANY DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSE OF ACTION UNDER THE INVOICE OR STATEMENT OF WORK UNDER WHICH THE LIABILITY AROSE.

13. Term and Termination.

13.1 Term of Agreement. These Standard Terms shall remain in effect until all Subscription Terms or Statements of Work have expired or been terminated.

13.2 Subscription Term. Invoices will specify the Subscription Term applicable to Products ordered by Customer. Upon expiration of any initial Subscription Term, the Subscription Term will automatically renew continuously for successive Subscription Terms of the same length unless one Party elects to terminate the Subscription Term by giving the other Party at least sixty (60) days' written notice prior to the end of the initial

Subscription Term or any renewal Subscription Term (as applicable).

13.3 Termination. Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after delivery of written notice thereof.

13.4 Suspension. Company reserves the right to suspend Customer's or any User's access to Products or any portion thereof upon Company's reasonable belief that tortious, criminal, or otherwise improper or prohibited activity may be associated with Customer's or a User's use of Products, or if Customer has not made payments when due, or if Law may prohibit Company's provision or, or Customer's use of, Products. Company shall inform Customer of any such suspension and the reason therefor. Company may condition any restoration of access upon satisfaction of such conditions and payment of such costs and fees directly associated with the suspension of service as Company reasonably determines are appropriate.

13.5 Consequences of Termination. Upon expiration or termination of any Subscription Term: (a) Company will cease providing Customer with the applicable Product(s), and (ii) Customer's use of Products will cease. In addition, upon any termination of this Agreement, each Party will return or destroy the Confidential Information of the other Party in its possession in accordance with Section 10. Termination or expiration of the Agreement shall not affect any claims, liabilities or obligations which arose in connection with this Agreement prior to such termination or expiration, including Customer's payment obligations. Notwithstanding the expiration or termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive, including, without limiting Sections 10, 11, 12, 13.5, 14 and 15.

14. Infringement Indemnification.

14.1 Infringement Indemnity Obligation. Except as otherwise provided herein, Company shall indemnify, defend, and hold harmless Customer harmless from and against any and all third party claims brought against Customer alleging that Products, when used in accordance with the Agreement, infringes a U.S. patent, trademark, or copyright, and Company will pay costs and damages, awarded to such third party under such claims or agreed upon in settlement of such claims. Customer shall notify Company promptly (but in any event within thirty (30)

days of becoming aware) in writing of any such claims and shall provide Company with all necessary assistance, information, and authority to perform the above (at Company's request and expense). Company shall have sole control of the defense with respect to any such claim (including settlement of such claim). If any portion of Products, in the opinion of Company, is likely to or does become the subject of a claim of infringement, Company may, at its option and expense: (a) modify Products to be non-infringing; (b) obtain for Customer a license to continue using Products at no additional charge to Customer; or (c) terminate the Agreement and refund to Customer the pro rata portion of the Fees paid to Company for such portion of Products that can no longer be utilized due to such infringement.

14.2 Exclusions. Company shall have no obligation to indemnify Customer hereunder with respect to any claim based upon (a) any component provided by Customer or any third party; (b) any modification of Products by a party other than Company; or (c) the combination, operation, or use of Products with a software program(s) or data not part of the Products if the claim would have been avoided had such combination, operation, or use not occurred.

14.3 Above Remedies Exclusive. Customer agrees that the remedies set forth in Sections 14.1 and 14.2 are Customer's sole and exclusive remedies and Company's sole obligations and liability in the event of claims of intellectual property infringement.

14.4 Customer Indemnity Obligation. Customer agrees to indemnify, defend, and hold Company and its Affiliates harmless from and against any loss, damage, harm, liability, fine, penalty, cost and expense, including reasonable attorneys' fees, arising from or relating to a third party claim alleging harm or damage caused by (a) the furnishing of Customer Data to Company under the Agreement; or (ii) the unauthorized use or modification of Products by Customer or Users.

## 15. Miscellaneous.

15.1 Assignment. Customer may not assign this Agreement to any third party without the prior written consent of Company. Any purported attempt to assign the Agreement is void. The Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15.2 Relationship of the Parties. Customer and Company are independent contractors. Neither Party has

the authority to bind or make any commitment on behalf of the other Party. Neither Party's employees are entitled to any employment rights or benefits of the other Party. There shall be no third party beneficiaries to this Agreement.

15.3 Suggestions. Customer may from time to time provide suggestions, comments, or other feedback ("**Feedback**") to Company with respect to Products and Services. Company is free to use the Feedback for any purpose, without obligation or duty to Customer.

15.4 Notices. All notices under the Agreement shall be sent to the Parties at the respective addresses set forth on the applicable Invoice in writing via registered or certified mail, return receipt requested, or by nationally recognized overnight commercial courier.

15.5 Remedies; Waiver. Except as otherwise expressly set forth herein, all rights and remedies of the Parties are cumulative and exercise of any right or remedy is without prejudice. The failure of either Party at any time to enforce or require performance of any provisions of this Agreement will not be construed to be a waiver of such provisions.

15.6 Equitable Relief. Each Party acknowledges that the provisions contained in Sections 9.4 and 10 are reasonable and necessary to protect the legitimate interests of the other. Each Party understands and agrees that the remedies at law for the violation of any of such covenants or provisions of the Agreement will be inadequate, that such violations could cause irreparable injury within a short period of time, and that the non-breaching Party shall be entitled to preliminary injunctive relief and other injunctive relief against such violation without the necessity of proving monetary damages or posting bond. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies that the non-breaching Party shall have at law and in equity for the enforcement of those covenants and provisions.

15.7 Governing Law. The Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, and for any action to enforce or interpret this Agreement or arising out of this Agreement, the Parties consent to the exclusive jurisdiction of and venue in the federal and state courts in Boston, Massachusetts. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION

ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, OR ANY DEALINGS BETWEEN THEM ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

15.8 Entire Agreement; Amendment; Severability. These Standard Terms, together with any Invoices and Statements of Work, encompass the entire agreement between Customer and Company with respect to the subject matter hereof and supersede all prior representations, agreements, and understandings, written or oral. If any provision, or portion thereof, of the Agreement is or becomes invalid under Law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect.

15.9 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform its obligations under the Agreement (excluding payment obligations) if the delay or failure arises from any cause or causes beyond that Party's reasonable control, including without limitation including acts of nature, acts of terrorism, hackers, cyberattacks, acts of civil or military authority including government guidance, new legislation or regulatory requirements, strikes or other labor disturbances, fires, floods, epidemics, pandemics, wars or riots, or failures of infrastructure.

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