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Brooklyn, NY 11249
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MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, dated as of the Effective Date mentioned on the Order Form, governs the Customer's purchase and use of the Services mentioned in that Order Form. This Agreement includes (1) each Order Form that provides the type, quantity and payment terms for each of the Services purchased from Service Provider, (2) the Data Processing Agreement in Annex 1 to this Agreement, and (3) any other Documentation, including user guides, manuals and other necessary information in relation to the technical requirements for the use of the Services, provided by Service Provider to Customer. In the event of any conflict or inconsistency among terms, the order of priority shall be the relevant Order Form, this Agreement, the Data Processing Agreement in Annex 1, and then any other Documentation.

Service Provider's direct competitors are prohibited from accessing and/or using the Services, except with Service Provider's prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Data Processing Agreement in Annex 1 to this Agreement.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means all (personal and non-personal) electronic data and information submitted by or for Customer to the Services.

"Data Protection Legislation" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"GDPR"**), as well as any legislation and/or regulation implementing or created pursuant to the GDPR and Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (the **"ePrivacy Directive"**), or which amends, replaces, re-enacts or consolidates any of them, and all other national applicable laws that may exist relating to the processing of personal data and privacy.

"Documentation" means the applicable usage guides and policies, as updated from time to time, accessible via <https://butterfly.ai> or login to the relevant Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Contracted Users" means the number of separate Users of a Service that Customer orders as set forth in the Order Form.

"Non-Personal Customer Data" means all Customer Data other than personal data within the meaning of the Data Protection Legislation.

“Order Form” means an ordering document or online order specifying the Subscriptions purchased by Customer to be provided hereunder, that is entered into between Customer and Service Provider or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“SaaS System” means the master controllers and any other equipment, parts and supplies provided by Service Provider pursuant to this Agreement.

“Services” means, collectively, all products (including but not limited to the SaaS System) and all services (including but not limited to the Software as a Service (“SaaS”) services), as described in the Documentation, which are listed in an Order Form and purchased by Customer or Customer’s Affiliate pursuant to that Order Form. The Services may among others include master controllers configured to communicate with the Service Provider network operations center and/or activation kit(s) or other devices listed in the Order Form.

“Service Provider” means Appynest Inc., a company incorporated under the laws of New York, with its registered seat located at 240 Kent avenue, Brooklyn, NY 11249, USA.

“Subscription” means the subscription to a Service purchased by the Customer through an Order Form, which entitles Customer and Users to access and use the Services.

“User” means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription to that Service and/or to whom Customer (or, when applicable, Service Provider at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees and managers of Customer.

2. PURCHASE OF SERVICES

2.1 Service Provider agrees to sell the Services in the form of individual Subscriptions, described in each Order Form, and Customer agrees to pay for those Subscriptions and comply with the terms and conditions set forth in each Order Form and this Agreement. All Subscriptions shall be for use in connection with accessing the SaaS System, for Customer’s internal business purposes. Subsequent purchases of Subscriptions shall be made only from Service Provider, and shall be subject to the terms and conditions of this Agreement.

2.2 The Services purchased shall be accessed and used only in the manner specified, if applicable, in the relevant Order Form(s), notably but without limitation as regards the Subscription Term, the User Type and the Contracted Users.

2.3 In addition to the initial Order Form, the parties may enter into one or more additional Order Forms, each of which provides a general description of the Subscriptions ordered by and to be provided to Customer. For any Order Form to be effective, it must be in writing and signed or otherwise authenticated by Customer. Electronic and fax documents are considered to be in writing for this purpose. All terms and conditions set forth in this Agreement are automatically incorporated in, and deemed part of, each such Order Form.

3. SERVICE PROVIDER RESPONSIBILITIES

3.1 Provision of the Services. Service Provider shall:

- (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation;
- (b) provide applicable Service Provider standard support for the Services to Customer at no additional charge, and/or upgraded support if applicable and purchased;
- (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Service Provider shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Service Provider’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Service Provider employees), Internet service provider failure or delay, or denial of service attack; and
- (d) provide the Services in accordance with laws and government regulations applicable to Service Provider’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the

Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

3.2 Delivery of the Services. If an Order Form provides a schedule for delivery, that schedule shall be subject to availability of the Services (including but not limited to availability of any devices to be provided pursuant to the Order Form), readiness of the Customer's site for installation, and scheduling of installers, as applicable. In the event the Services are not available within a reasonable period of time of the scheduled delivery, Customer may at its option cancel the purchase of undelivered Services, or accept postponement of delivery until such time as agreed between the parties.

3.3 Service Provider Personnel. Service Provider shall be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Service Provider's obligations under this Agreement, except as otherwise specified in this Agreement.

4. USE OF SERVICES

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (i) Services are purchased as a number of Subscriptions, effective as of the relevant Subscription Commencement Date and for the relevant Subscription Term, equal to the number of Contracted Users, all as stated in the applicable Order Form, (ii) Subscriptions for additional Users may be added during a Subscription Term at the same pricing as the underlying Subscription pricing, prorated for the portion of that Subscription Term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions for additional Users shall terminate on the same date as the underlying Subscriptions for that Service. Customer agrees that its purchases of Services under an Order Form are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Service Provider regarding future functionality or features.

4.2 Customer Responsibilities. Customer shall:

- (a) use the Services solely to support and operate in its internal business the Services purchased from Service Provider and Service Provider's web-based monitor and control management portal;
- (b) be responsible for Users' compliance with this Agreement, Documentation and Order Forms;
- (c) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data and Customer's use of Customer Data with the Services;
- (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Service Provider promptly of any such unauthorized access or use; and
- (e) use the Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations.

Customer agrees to provide the necessary electric service, wiring, computer equipment and communication line access for access to the Services. Customer agrees to provide, install and maintain, at Customer's expense, data communication lines therefore. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines.

4.3 Usage Restrictions. Customer agrees, for itself and all Users, as a condition of use of the Services, not to use the Services for any purpose that is unlawful or prohibited by this Agreement. Customer and any Users shall not:

- (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation;
- (b) use the Services in any manner that could damage, disable, overburden, or impair any Service Provider or subscriber server, or the network(s) connected to any Service Provider or subscriber server, or interfere with any other party's use and enjoyment of any of the Services;
- (c) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
- (d) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (e) use a Service to store or transmit Malicious Code;
- (f) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;
- (g) attempt to gain unauthorized access to any part of the Services, including other user accounts, or its related systems or networks;

- (h) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Services' control or security systems, or allow or assist a third party to do so;
- (i) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
- (j) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of Service Provider's intellectual property except as permitted under this Agreement, an Order Form, or the Documentation;
- (k) modify, copy, reproduce, alter, transmit or create derivative works based on a Service or any part, feature, function, user interface, associated applications, tools or data thereof;
- (l) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; and
- (m) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service, or access it to (i) build a competing product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, (iii) copy any ideas, features, functions or graphics of the Service, or (iv) determine whether the Services are within the scope of any patent.

4.5 Use of Passwords; Internet. Customer is responsible for providing the list of managers and administrators who will receive an email inviting them to create their accounts. For the initial managers and administrators Customer will be provided with user identification and password, which enables them to use the Services. Once the Services are up and running, Customer will be able to name managers and administrators, who will receive an email to set up their account and start using the Services. Each User must have a valid email address for the purpose of accessing the Services. Customer and any Users must keep all log-in information strictly confidential. Log-in information may be used only by the assigned User and may not be shared or transferred without Customer's consent and control.

Customer and any Users are responsible for maintaining the confidentiality of that User's username and password. Customer and any Users are responsible for any and all activities that occur under all Users' accounts. Customer agrees to notify Service Provider immediately of any unauthorized use of any Users' accounts or any other breach of security. Service Provider shall not be liable for any loss that Customer or a User may incur as a result of someone else using any Users' passwords or accounts, either with or without the applicable Users' knowledge. Service Provider does not guarantee the security of any information transmitted to or from Customer or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is Customer and each User's sole responsibility and the responsibility of the Internet provider(s) selected. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

4.6 Suspension of Service. Any use of the Services in breach of the foregoing by Customer or any Users, that in Service Provider's judgment threatens the security, integrity or availability of Service Provider's services, may result in Service Provider's immediate suspension of the Services. Prior to any such suspension, Service Provider will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat.

4.7 Suspension of User access. Service Provider may at any time suspend (or require that Customer suspends) the access of Users to the Services and/or disable their log-in information in the event of such User's violation of this Agreement. Grounds for doing so are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if Service Provider or Customer have reason to suspect that any such User is engaged in activities that may violate this Agreement, applicable laws, or subscriber policies, or are otherwise deemed harmful to Service Provider, Customer's organization, Customer's or Service Provider's respective network or facilities, or other Users. Service Provider shall not be liable to any User for suspension of any Service, regardless of the grounds.

5. CONTINUOUS DEVELOPMENT AND INNOVATION

5.1 Continuous Development and Innovation. Customer acknowledges and agrees that the Services will evolve and be supplemented, modified, updated, enhanced or replaced over time to keep pace with technological advancements and improvements in the methods of delivering the Services and to innovate and improve the Services and that the Service Provider will, from time to time, develop and provide updates, upgrades, modifications, replacements and reconfigurations of any of the Services, including among others through the addition of novel or the enhancement of existing applications, tools, features and/or functionalities. In this respect, Service Provider reserves the right to upgrade, modify, replace or reconfigure any of the Services, including through the addition of

novel functionalities, at any time. Customer will be provided at least seven (7) days' advance notice for changes that materially and adversely affect any use of the Services.

The parties acknowledge that any such modifications will improve the Services and agree that, in the event that the Service Provider has made any such modifications to a Service during a given year of the relevant Subscription Term as indicated in the Order Form, the fees due for that Service shall, as of the one-year anniversary date of the Order Form's Effective Date immediately following implementation of such modification, automatically increase to an amount equal to the fees due during the immediately prior Subscription Term plus an additional seven percent (7%).

5.2 Removing a Material Feature or Functionality. In the event that, in the context of the continuous development of and innovation to the Services, Service Provider removes a material feature or functionality of a Service, it shall provide Customer with two (2) months prior notice before implementing such removal, unless security, legal, or system performance considerations require an expedited removal. With regard to such removal, the fee increase of Section 5.1 ("*Continuous Development and Innovation*") above shall not apply.

6. FEES AND PAYMENT

6.1 Fees. Customer shall pay all fees specified in Order Forms, at the time indicated in each Order Form. For each Service purchased under an Order Form, the fees may consist of any or a combination of (i) a monthly rate per contracted user, (ii) an annual recurring fee, and/or (iii) a one-time fee. Except as otherwise specified herein or in an Order Form and to the greatest extent permissible under applicable law, (i) fees are based on Subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term other than as explicitly provided in this Agreement or in an applicable Order Form.

6.2 Actual Users. Notwithstanding the above, except as otherwise specified in an applicable Order Form, and to the greatest extent permissible under applicable law, monthly fees shall accrue for all actual Users provided that the number of actual Users is greater than the number of Contracted Users. Actual Users are the actual number of Users of a Service that Customer uses. Contracted Users indicated in an Order Form will be adjusted by Customer on a quarterly basis to reflect any increase in actual Users.

6.3 Invoicing and Payment. Customer agrees to pay at the time indicated in each Order Form all fees due from Customer thereunder. If not otherwise indicated in the Order Form, all payments are due thirty (30) days as from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Service Provider and notifying Service Provider of any changes to such information.

6.4 Overdue Charges. If any invoiced amount is not received by Service Provider by the due date, then without limiting Service Provider's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, and/or (ii) Service Provider may condition future Subscription renewals and Order Forms on payment terms shorter than those specified above.

6.5 Suspension of Service and Acceleration. If any charge owed by Customer under this or any other agreement for Services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized Service Provider to charge to Customer's credit card), Service Provider may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Service Provider will give Customer at least ten (10) days' prior notice that its charges are overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending Services to Customer.

6.6 Payment Disputes. Service Provider will not exercise its rights under the "Overdue Charges" or "Suspension of Service" sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6.7 Taxes. Service Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. Customer agrees to hold Service Provider harmless from all claims and liability arising in connection with

Purchaser's failure to report or pay such Taxes. If Service Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Service Provider will invoice Customer and Customer shall pay that amount unless Customer provides Service Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Service Provider is solely responsible for taxes assessable against it based on its income, property and employees.

7. PROPRIETARY RIGHTS AND LICENSES

7.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Service Provider, its Affiliates, its licensors, its agents and its contractors reserve all of their rights, titles and interests in and to the Services and any associated applications, tools or data, and all additions, modifications and improvements thereto made or specified by Service Provider, its agents or contractors, including all ownership rights and all of their related intellectual property rights. The Services are protected by United States and international copyright, trademark and patent laws, as applicable. By using the Services, neither Customer nor any Users gain any ownership interest in such items. No rights are granted to Customer hereunder other than as expressly set forth herein and all uses of the Services not expressly permitted hereunder are prohibited.

7.2 License by Service Provider to Customer. If Services are obtained pursuant to an Order Form, Service Provider grants Customer and the Users, for the relevant Subscription Term indicated in the Order Form, a limited, non-exclusive, terminable, non-transferable license to access and use the services, tools and applications provided through the Services subject to the terms of this Agreement. The Service may include download areas and product information provided by Service Provider or third-party vendors. All Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to this Agreement.

7.3 License by Customer to Service Provider. Customer grants Service Provider, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any third-party supplier applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Service Provider to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a third-party supplier application with a Service, Customer grants Service Provider permission to allow the third-party supplier application and its provider to access Customer Data and information about Customer's usage of the third-party supplier application as appropriate for the interoperation of that third-party supplier application with the Service. Subject to the limited licenses granted herein, Service Provider acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, third-party supplier application or such program code.

7.4 License by Customer to Use Feedback. Customer grants to Service Provider and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Service Provider's or its Affiliates' services.

8. NOTICE SPECIFIC TO SOFTWARE AVAILABLE WITH THE SERVICES

8.1 Any software that is made available to download from the Services ("**Software**") is the copyrighted work of Service Provider and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"). In some cases, Customer or a User may be unable to install any Software that is accompanied by or includes a License Agreement, unless it first agrees to the License Agreement terms.

8.2 The Software so provided is made available for download solely for use in accordance with the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in civil and criminal penalties. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the License Agreement accompanying such Software.

8.3 Restricted Rights Legend. Any Software downloaded from the Services for or on behalf of the United States of America, its agencies and/or instrumentalities ("**U.S. Government**"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of

the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable.

9. SECURITY, PRIVACY AND DATA PROTECTION

9.1 Security. Service Provider shall maintain appropriate technical and organizational measures, physical safeguards, internal controls, and data security routines for protection of the security, confidentiality and integrity of Customer Data. Those safeguards shall include, but shall not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

9.2 Customer Data Responsibility. Customer is solely responsible for the content of all Customer Data. Customer shall secure and maintain all rights in Customer Data necessary for Service Provider to provide the Services to Customer and any Users without violating the rights of any third party or otherwise obligating Service Provider to Customer or to any third party. Service Provider does not and will not assume any obligations with respect to Customer Data or Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law. Without prejudice to the foregoing, Service Provider reserves the right to monitor the content of any Customer Data provided via the Services and, at its sole discretion, to withhold, remove, and discard any such Customer Data without notice in case of non-compliance with the Agreement.

9.3 Privacy and Data Protection. Each party undertakes to comply with its respective obligations under the Data Protection Legislation.

For the processing activities where Service Provider, in the context of its tasks, is a data processor processing personal data on behalf of Customer within the meaning of the Data Protection Legislation, by signing this Agreement, by purchasing a Subscription, or accessing and using the Services and the associated website, applications and tools, the parties conclude the Data Processing Agreement under **Annex 1** to this Agreement, which complies with Article 28 of the GDPR, and agree to amend such Data Processing Agreement in case of changes to the processing activities performed by Service Provider on behalf of Customer.

To the extent personal data (within the meaning of the Data Protection Legislation) from the European Economic Area ("EEA"), the United Kingdom and Switzerland are processed by Service Provider, standard contractual clauses ("SCCs") will be concluded between Service Provider, acting as data importer, and Customer, acting as data exporter, in order to comply with Chapter V of the GDPR. These SCCs shall be included under **Annex 2** and shall form an integral part of the Agreement.

In the event the parties undertake processing activities for which they jointly determine the purposes and the means of processing of personal data within the meaning of the Data Protection Legislation, by signing this Agreement, by purchasing a Subscription, or accessing and using the Services and the associated website, applications and tools, the parties commit to agree and conclude in good faith a joint-controllership agreement in compliance with Article 26 of the GDPR.

9.4 Re-use of Non-Personal Customer Data. For the purpose of this section, the term "Processing", and all derivatives of such term, shall mean any operation or set of operations which is performed on Non-Personal Customer Data or on sets of Non-Personal Customer Data such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination. Customer grants to Service Provider the right to aggregate, Process, or have Processed by a third party, and re-use any and all Non-Personal Customer Data, including for purposes of performing big data analytics and/or generating industry-wide analyses, statistics and reports, to the extent such Processing does not conflict with the normal exploitation of the Customer Data by Customer and does not unreasonably prejudice the legitimate interests of Customer.

9.5 Third-party Requests. The Service Provider shall not disclose Customer Data to a third party (including law enforcement, other government entities, or civil litigants; but excluding Service Provider's subcontractors) except as Customer directs or unless required by law. Notwithstanding the preceding sentence, in the event of a merger dissolution, reorganization, or similar corporate event, or the sale of all or substantially all of Service Providers assets, Service Provider expects that the information that Service Provider has collected, including Customer Data, would be transferred to the surviving entity in a merger or the acquiring entity. Should a third party contact Service Provider with a demand for Customer Data, Service Provider will attempt to redirect the third party to request that data directly from the Customer. As part of this effort, Service Provider may provide Customer's basic contact information to such

third party. If compelled to disclose Customer Data to a third party, Service Provider will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. Customer shall be responsible for responding to requests by third parties regarding its or any Users' use of the Services.

9.6 Customer Data Return and Deletion. Customer may extract and/or delete Customer Data at any time. When a Subscription expires or terminates, Service Provider shall retain any Customer Data not deleted for at least ninety (90) days so that Customer may extract it. Customer remains responsible for all storage and other applicable charges during this retention period. Following the expiration of this retention period, Service Provider will delete all Customer Data, including any cached or back-up copies, within thirty (30) days as from the end of the retention period. Customer agrees that Service Provider has no additional obligation to continue to hold, export or return Customer Data and that Service Provider has no liability whatsoever for deletion of Customer Data pursuant to these terms.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data. Confidential Information of Service Provider includes the Services, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Service Provider services.

10.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to that of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those set forth herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Service Provider may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or third-party supplier to the extent necessary to perform Service Provider's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

10.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

11.1 Representations. Each party represents that it has validly entered into this Agreement and agreed to all terms hereof and has the legal power to do so.

11.2 Service Provider Warranties. Service Provider warrants that during an applicable Subscription Term:

- (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data;
- (b) Service Provider will not materially decrease the overall security of the Services;
- (c) the Services will perform materially in accordance with the applicable Documentation; and
- (d) Service Provider will not materially decrease the overall functionality of the Services.

For any breach of a warranty above, Customer's exclusive remedies are those described in the "Term and Termination" section below.

11.3 Customer Warranties. Customer represents and warrants that (i) only Customer and the Users shall be permitted to access the Services and any related tools, applications, information and materials provided in connection with the Services; and (ii) Customer shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the Services.

11.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TRIAL VERSIONS OF SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

11.5 Original developer or manufacturer warranties. To the extent that the original developer or manufacturer of any (part of a) Service is not Service Provider or any of its Affiliates and such developer or manufacturer makes any warranties covering such (part of a) Service, Service Provider assigns those warranties to Customer and/or the Users, as the case may be, subject to the conditions and limitations provided by the developer or manufacturer. Service Provider will cooperate with Customer, at Customer's cost, to process any such warranty claim, but Service Provider assumes no other responsibility for such warranties. The foregoing assignment of warranties is expressly in lieu of any and all other warranties pertaining to those (parts of) Services, express or implied, including, but not limited to, any express warranty arising from any description or specification provided for the Services, or any sample or model presented to Customer or its representatives, or any implied warranties of merchantability, fitness for a particular use, purpose or title.

12. DEFENSE OF CLAIMS

12.1 Defense by Service Provider. Subject to subsection 12.4 ("*Obligations*") below, Service Provider shall defend Customer against any claims made by an unaffiliated third party that the Service used by Customer infringes the third party's patent, copyright, trademark or any other intellectual property right under any jurisdiction, or makes unlawful use of its trade secret.

12.2 Defense by Customer. Subject to subsection 12.4 ("*Obligations*") below, Customer shall defend Service Provider against any claims made by an unaffiliated third party that (i) any Customer Data infringes the third party's patent, copyright, trademark or any other intellectual property right under any jurisdiction, or makes unlawful use of its trade secret; or (ii) arise from violation by Customer or any User of this Agreement.

12.3 Limitations. Service Provider's obligations under subsection 12.1 ("*Defense by Service Provider*") above shall not apply to a claim or award based on:

- (a) Customer Data, modifications Customer makes to the Services, or materials Customer provides or makes available in the course of using the Services;
- (b) Customer's combination of the Services with, or damages based upon the value of, third-party products or services;
- (c) Customer's use of Service Provider's trademark without the latter's express written consent, or Customer's use of the Service after being notified by Service Provider to stop due to a third-party claim; or
- (d) Customer's redistribution of any Services to, or use for the benefit of, any unaffiliated third party.

12.3 Remedies. If Service Provider reasonably believes that a claim under subsection 12.1 ("*Defense by Service Provider*") above, may bar Customer's use of the Service, Service Provider shall seek to: (i) obtain the right for Customer to keep using the Service; or (ii) modify or replace the Service with a functional equivalent. If these options are not commercially reasonable, Service Provider may terminate Customer's Subscription to the Service and then refund any advance payments made by Customer, corresponding to the portion of the relevant Subscription Term remaining at the time of termination.

12.4 Obligations. Each party must notify the other promptly of a claim under this Section 12. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

13. LIMITATION OF LIABILITY

13.1 Limitation of Liability. The aggregate liability of each party under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Services giving rise to that liability during the twelve (12) months before the liability arose. The foregoing limitation shall apply whether an action is in contract or tort and regardless of the theory of liability, but shall not limit Customer's and its Affiliates' payment obligations under this Agreement.

13.2 Exclusion. Neither party shall be liable for indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, downtime, or loss of business information, lost or corrupted data including Customer Data, however caused and regardless of theory of liability, including negligence, even if the party knew that such damages were possible.

13.3 Exceptions to limitations. The limits of liability in this Section 13 apply to the fullest extent permitted by applicable law, but shall not apply to: (i) the parties' obligations under Section 12; or (ii) violation of the other party's intellectual property rights.

14. TERM AND TERMINATION

14.1 Term of Agreement. This Agreement commences on the Effective Date mentioned on the Order Form and continues until all Subscription Terms thereunder have expired or have been terminated in accordance with this Agreement.

14.2 Term of Subscriptions. A Subscription shall commence on the Subscription Commencement Date and shall run for a term equal to the Subscription Term, each as specified in the applicable Order Form. Except as otherwise specified in an Order Form, a Subscription shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other party written notice (email acceptable) at least thirty (30) days before the end of the relevant Subscription Term. Customer may elect early termination of a Subscription solely as permitted pursuant to this Section. The Subscription Term of any and all Subscriptions to a particular Service pursuant to an Order Form with an Effective Date subsequent to that of an initial Order Form through which a Subscription to that same Service was purchased, shall be deemed to expire, terminate or renew on the same date as the Subscription Term under such initial Order Form and in accordance with the terms therein.

14.3 Termination. A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach of this Agreement or an Order Form, if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

14.4 Regulatory. In any country where any current or future government regulation or requirement applicable to Service Provider, but not generally to businesses operating there, presents a hardship to Service Provider operating the Services without change, and/or reasonably causes Service Provider to believe this Agreement or the Services may be in conflict with any such regulation or requirement, Service Provider may change the Services or terminate

this Agreement. If Service Provider uses this subsection of the Agreement to change the Services, then Customer may terminate this Agreement.

14.5 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with this section, Service Provider shall refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Service Provider in accordance with this section, Customer shall pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms to the largest extent permitted by applicable law. In no event shall termination relieve Customer of its obligation to pay any fees payable to Service Provider for the period prior to the effective date of termination.

14.6 Effect of Termination. Upon expiration or prior termination of the Agreement, and without prejudice to section 9.6 ("*Customer Data Return and Deletion*"), all rights granted herein shall revert to Service Provider. All access to and use of the Services by Customer and any Users must then cease, and all materials, applications and tools downloaded from the Service must be erased, deleted, or destroyed.

14.7 Surviving Provisions. The sections titled "*Fees and Payment*," "*Proprietary Rights and Licenses*," "*Confidentiality*," "*Representations, Warranties and Disclaimers*," "*Defense of Claims*," "*Limitation of Liability*," "*Term and Termination*," "*Surviving Provisions*" and "*General Provisions*" shall survive any termination or expiration of this Agreement, and the section titled "*Security, Privacy and Data Protection*" shall survive any termination or expiration of this Agreement for so long as Service Provider retains possession of Customer Data.

15. LINKS TO THIRD PARTY SITES

15.1 The Service may provide links that allow Customer or any Users to leave Service Provider's site and/or access third-party websites. The linked sites are in many cases not under the control of Service Provider and Service Provider is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Service Provider is not responsible for webcasting or any other form of transmission received from any linked site. Service Provider provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider of the linked site.

16. COMMUNICATIONS FROM OR BY SERVICE PROVIDER

16.1 Communications from Service Provider. Service Provider may periodically contact Customer and/or any User for customer service purposes. By accessing the Services, Customer and each User consent to receive such communications.

16.2 Communications by Service Provider. Customer agrees that Service Provider may reference its business relationship with Customer in its marketing or sales materials.

17. GENERAL PROVISIONS

17.1 Export Compliance. The Services, other Service Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Service Provider and Customer each represent that it is not named on any U.S. government denied-party list. Customer shall not permit any User to access or use any Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

17.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

17.3 Contracting Authority. Any individual accepting these terms on behalf of an entity represents that it has the legal authority to enter into this Agreement on that entity's behalf.

17.4 Entire Agreement and Order of Precedence. This Agreement and all Order Forms completed by Customer and approved by Service Provider pursuant to this Agreement constitute the complete and exclusive terms of the agreement between Service Provider and Customer regarding the subject matter and supersedes all other prior and

contemporaneous agreements, communications, proposals or representations, written or oral, concerning the subject matter hereof. Titles and headings of sections of this Agreement are for convenience only and shall not be used to construe the meaning of any provision of this Agreement. If there is any conflict between the terms of an Order Form and the terms of this Master Subscription Agreement, then the terms of the Order Form shall control. Each Order Form, as supplemented by the terms of this Agreement, constitutes an entire and separate agreement between the parties regarding the Services, including SaaS Services, covered by that Order Form, and supersedes any other prior oral or written understandings and agreements of the parties regarding the Services covered by that Order Form. The parties agree that any provisions contained in Customer's own purchase order forms, such as preprinted terms and conditions typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Agreement, including the applicable Order Form.

17.5 Modifications. Service Provider may modify this Agreement at any time by posting a revised version on the legal information section of its website <https://butterfly.ai/> or an alternate site identified) or by notifying Customer in accordance with this Agreement. Modified terms that relate to changes or additions to the Services or that are required by law will be effective immediately, and by continuing to use the Services Customer shall be bound by the modified terms. All other modified terms will be effective upon renewal (including automatic renewal) of an existing Subscription Term or upon the Subscription Commencement Date for a newly ordered Service.

17.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

17.7 Force Majeure. Without prejudice to Customer's payment obligations pursuant to this Agreement, failure by a party to perform an obligation under this Agreement by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not constitute a breach hereof.

17.8 Injunctive relief. Customer acknowledges and agrees that the Services and the tools, applications, information and materials provided in connection with the Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Service Provider or its other customers for which Service Provider or such other customers would not have an adequate remedy at law. Therefore, Customer agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Service Provider, Service Provider shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

17.9 Notices. Except as otherwise specified in this Agreement, all notices, demands and other communications related to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the party to whom said notice or communication shall have been directed, (ii) the second business day after mailing the notice or communication by certified or registered mail, or (iii) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email.

17.10 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

17.11 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise of any partially exercised right or remedy.

17.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

17.13 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms) without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this

Agreement upon written notice. In the event of such a termination, Service Provider will refund Customer any prepaid fees covering the remainder of all Subscription Terms for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.14 Governing Law and Jurisdiction. This Agreement shall be construed and enforced under the laws of the State of New York, USA without reference to the choice of law principles thereof. Customer and each User hereby consent to and submit to the exclusive jurisdiction of the federal and state courts located in the State of New York. Customer and each User waive any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.