This Master Service Agreement (this "Agreement") is made between Ocrolus Inc. ("Ocrolus") and the party accepting this Agreement ("Client," each being a "Party"). Ocrolus provides tools for parsing, searching, analyzing, and summarizing data (the "Services"), reducing the need for manual review. Client is engaging Ocrolus to review documents provided by its applicants and customers who in each case are businesses or individuals resident in the United States of America (each a "Record" and collectively, "Records"). Capitalized terms not defined in the body of this Agreement have the meaning ascribed in Schedule 2.

This Agreement provides the framework for provision of the Services. **If you are an existing Ocrolus customer and you have a negotiated master services agreement and/or order form in place for the provision of the Services ("Existing Agreement"), the terms of the Existing Agreement shall apply.**

THIS AGREEMENT TAKES EFFECT WHEN CLIENT CLICKS A BOX INDICATING ACCEPTANCE OR SIGNS AN ORDER FORM WITH A HYPERLINK OR REFERENCE TO THIS AGREEMENT (THE "EFFECTIVE DATE"). IF CLIENT REGISTERS FOR A FREE TRIAL OF THE SERVICES ON THE OCROLUS SITE THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT CLIENT: (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT CLIENT IS LEGALLY BOUND BY ITS TERMS. CLIENT MAY NOT ACCESS OR USE THE SERVICES IF IT DOES NOT AGREE TO THESE TERMS.

SECTION 1 SERVICES

1.1 Services, Reports, and Order Forms.

1.1.1 The Parties expect the Services to include (a) Client correctly transferring Records to Ocrolus for review, (b) Ocrolus processing the Records, and (c) Ocrolus producing one or more agreed-upon reports (each, a "Report").

1.1.2 If Client enters into an Order Form with Ocrolus and the terms and conditions of the Order Form conflict with this Agreement, the Order Form will control.

1.2 Client Service. Ocrolus shall provide customer service to Client from 9:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday, excluding U.S. federal holidays.

1.3 Access to Services and Restrictions.

1.3.1 Subject to and conditioned on Client's compliance with all terms and conditions set forth in this

Agreement, Ocrolus grants Client a limited, revocable, non-exclusive, worldwide, royalty-free (other than fees payable under this Agreement), non-transferable, non-sublicensable license to access and use the Services solely for Client's own internal business purposes.

1.3.2 Except as expressly authorized by this Agreement, Client agrees not to, and not to allow any end user under its employ to, (a) grant any third party not under the control of Client access to or permission to use the Services, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive any trade secrets embodied in the Services, (c) use the Services to violate any Applicable Law, (d) copy, modify, or create derivative works of the Services, in whole or in part, (e) remove any proprietary notices from the Services, (f) white label or resell the Services in any of Client's own offerings, applications, or websites, or (g) attempt to cloak or conceal Client's identity when requesting authorization to use the Services.

1.3.3 Client will comply with all terms and conditions of this Agreement, all Applicable Law, rules, and regulations, and all guidelines, standards, and requirements that may be communicated to Client or posted on the Ocrolus Site from time to time. In addition, Client will not use the Services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in items or software used for any illegal activities.

1.3.4 If Client registers for a free trial of the Services, Ocrolus will make one or more Services available to Client on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Client registered to use the applicable Services, or (b) the Subscription Start Date of any purchased Services ordered by Client. Additional trial terms and conditions may appear on the trial registration web page and are incorporated herein by reference.

1.3.5 Except for the limited right and licenses granted herein, Ocrolus retains all right, title, and interest (including all intellectual property and proprietary rights) in and to the Services, all copies, modifications, and derivative works thereof (including all intellectual property and proprietary rights involved in the development of additional Services).

1.4 Use of Records; Anonymized Information.

1.4.1 "Anonymized Information" means information based on or derived from Records or other materials provided by Client to Ocrolus that:

> (a) combines information about multiple individuals; and

> (b) does not specifically identify any individual; or

> (c) has been transformed to the point where it cannot be used to identify any individual.

1.4.2 Client agrees that Ocrolus will own all rights, title, and interest, including intellectual property rights,

in and to Anonymized Information based on or derived from its Records. Client also agrees that Ocrolus may continue to use that Anonymized Information indefinitely.

1.4.3 Client grants Ocrolus a limited, non-exclusive, royalty-free license to use all of the materials and Records it provides pursuant to this Agreement, which license will enable Ocrolus to discharge its obligations under this Agreement.

1.4.4 Client agrees to obtain all rights, permissions, and authorizations, if any, from third parties required to provide the Records to Ocrolus.

1.4.5 Ocrolus maintains the right to either return to Client or to delete, purge, or otherwise destroy, in its sole discretion, any Records provided by Client after the corresponding Report has been delivered to Client.

1.4.6 Notwithstanding the foregoing, Ocrolus may use Anonymized Information to monitor the effectiveness of its Services and for improvement and development of additional Services.

1.4.7 This Section 1.4 will survive this Agreement.

1.5 Ownership of Reports.

1.5.1 Ocrolus agrees that after Ocrolus provides a Report to Client, the Report will be owned only by Client, which may use it in any lawful way.

1.5.2 Client promises not to broker, sell, license, distribute, or re-distribute any Report to third parties without Ocrolus' prior written consent. This Section 1.5.2 will survive this Agreement.

1.6 Fees; Billing.

1.6.1 **Billing Terms for On-Demand Services.**

(a) If Client utilizes On-Demand Services, Ocrolus will invoice Client monthly in arrears for any amounts due for Services according to each type of Record processed. Client must pay the amount in the invoice in U.S. dollars within 7 calendar days after the date of the invoice (or as otherwise outlined in an Order Form, if applicable).

1.6.2 **Billing Terms for Committed Services.**

(a) Unless otherwise agreed in the applicable Order Form, Client will prepay on or before the Subscription Start Date indicated in the Order Form an amount equal to the annual Committed Volume (or annual Generic Prepayment) for the Initial Term. Ocrolus will invoice Client prior to the

first day of the Initial Term (and each Renewal Term) for the annual Committed Volume (or Generic Prepayment) and Client agrees to pay the total amount due within the number of days stated in the Order Form after the date of the invoice ("net X" indicating the number of days after the invoice date payment is due).

(b) If Client elects to prepay its annualized Committed Volume (or Generic Prepayment) in installments (i.e., on a semi-annual or quarterly basis), then Ocrolus will invoice Client in installments as outlined in the Order Form and Client agrees to pay the total amount due within the number of days stated in the Order Form after the date of the invoice ("net X" indicating the number of days after the invoice date payment is due).

(c) Unless otherwise agreed in the applicable Order Form Committed Volume and Generic Prepayments cannot be carried over from the Initial Term to a Renewal Term (or any Renewal Term to a subsequent Renewal Term), and any amounts paid for unused Committed Volume or Generic Prepayment for any Initial Term or Renewal Term will remain with Ocrolus.

(d) Client will only have access to the Committed Volume that Client prepays to Ocrolus. Ocrolus will invoice Client monthly in arrears for any amounts due for any Services over the annual (or, in the case of installments, semi-annual or quarterly) Committed Volume or Generic Prepayment at the On-Demand Price set forth in the Order Form. Client must pay the amount in the invoice in U.S. dollars within 7 days after the date of the invoice (or as otherwise outlined in the Order Form).

1.6.3 **Billing Terms for All Accounts.**

(a) Unless otherwise agreed in the applicable Order Form, Ocrolus will invoice Client upon signing of the Order Form for the cost of setting up the Client's Services (the "Implementation Fee") and any other initial fees. Such invoice shall be due and payable on receipt.

(b) Client agrees to pay each invoice with electronic fund transfer through the Automated Clearing House or by Stripe. If Client signs up for Services via the Ocrolus Site, then Client is required to use Stripe for invoice payment. If Client uses Stripe, Client agrees to the Stripe terms of service (located at https://stripe.com/legal/payment-terms and https://stripe.com/legal/end-users) and privacy policy (located at https://stripe.com/privacy). As a condition of Ocrolus enabling payment processing services through Stripe, Client agrees to provide Ocrolus with accurate and complete information about Client and its business, and Client authorizes Ocrolus to share that information and transaction information related to its use of the payment processing services provided by Stripe.

(c) Ocrolus reserves the right to charge Client for any Unapproved or Rejected Documents; provided, however, that those fees will be included as a separate line item on the related invoice.

(d) After the first 12-month period from the Effective Date of this Agreement, Ocrolus may increase its standard fee rates charged to Client upon at least 60 days' prior written notice to Client, provided that: (a) such increases shall occur no more frequently than once every 12-month period, and (b) the amount of such increase shall not exceed 7%.

(e) If Client fails to make any payment when due, without limiting Ocrolus' other rights and remedies: (a) Ocrolus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under Applicable Law; (b) Client shall reimburse Ocrolus for all reasonable costs incurred by Ocrolus in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. Notwithstanding the foregoing, if Client, acting in good faith, disputes the accuracy of all or part of an invoice, Client must notify Ocrolus within 5 business days of receipt of the invoice in question, including the specific item(s) in dispute and the reason for the dispute. Upon receipt of that notice by Ocrolus, Ocrolus and Client must work in a commercially reasonable and expedited manner to resolve it. Client will remain responsible for payment of any undisputed or resolved invoices in accordance with this section.

1.6.4 Suspension of Services. Ocrolus shall have the right to suspend any part of the Services if (a) Client fails to make a payment in full when due, (b) Ocrolus notifies Client, and (c) Client has failed to make that payment in full within 10 business days after receipt of such notice. If Client reasonably disputes in writing any amount due to Ocrolus, Ocrolus shall not suspend the Service until after the 31st day after it received that notice. Ocrolus may also suspend Client's access to any portion of the Services immediately if: (i) Ocrolus reasonably determines that (A) Client's use of the Services disrupts or poses a security risk to any Ocrolus Confidential Information or to any other customers or vendor of Ocrolus; (B) Client is using the Service for fraudulent or illegal activities or in violation of this Agreement; (C) subject to Applicable Law, Client has ceased to continue business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (D) Ocrolus' provision of Services to Client is prohibited by Applicable Law. Ocrolus shall use commercially reasonable efforts to provide written notice of any suspension of Services and provide updates regarding resumption of Services following any suspension of Services.

1.7 Service Levels. Subject to the terms and conditions of this Agreement, Ocrolus shall use commercially reasonable efforts to make the Services available in accordance with the Service Levels available on Schedule I.

SECTION 2 TERM AND TERMINATION

2.1 Unless otherwise agreed in an applicable Order Form, this Agreement will commence as of the Effective Date and will end on the first anniversary of the Subscription Start Date (the "Initial Term") if earlier terminated in accordance with Section 2.2 below. If Client has an Order Form, this Agreement will continue until all Order

Forms executed pursuant to this Agreement have terminated or expired.

2.2 This Agreement will automatically renew for consecutive terms of 1 year (each, a "Renewal Term") unless either Party, at least 45 days prior to the expiration of the then-current Initial Term or Renewal Term (each, a "Term"), provides written notice to the other Party of its intention not to renew, in which case this Agreement (and the applicable Order Form(s), as the case may be) will expire at the end of the then-current Term.

2.3 Upon termination of this Agreement, Client shall immediately cease use of the Services and Ocrolus shall provide Client with all outstanding invoices and Reports within 30 days after the date of effective notice of termination or non-renewal. Client must make a final payment to Ocrolus for all obligations owed by Client within 30 days after the receipt of the final invoice.

SECTION 3 CONFIDENTIALITY

3.1 General Duty. Each Party (in such capacity, the "Recipient") agrees to maintain the confidentiality of Confidential Information (as defined below) provided by or on behalf of the other Party (in such capacity, the "Disclosing Party") under this Agreement. Recipient agrees to take all commercially reasonable steps to prevent disclosure or dissemination of the Disclosing Party's Confidential Information to any person or entity other than those directors, officers, employees, agents, and contractors of Recipient who have a need to know it in order to assist Recipient in performing its obligations or exercising its rights under this Agreement, and who have been made aware of and agreed to be bound by confidentiality obligations at least as restrictive as those contained in this Agreement. In addition, the Recipient must not use the Disclosing Party's Confidential Information, or authorize others to use the Disclosing Party's Confidential Information, for any purpose other than in connection with performing its obligations or exercising its rights under this Agreement. As used in this Agreement, "reasonable steps" means steps that a Party takes to protect its own similarly confidential or proprietary information, which steps must in no event be less than a commercially reasonable standard of care.

3.2 Definition of Confidential Information. "Confidential Information" means the terms of this Agreement and any information in any form emanating, directly or indirectly, from Disclosing Party, concerning or relating to the Disclosing Party or the business operations of the Disclosing Party, including proprietary technology and/or business plans, in each case which has been imparted to the Recipient by the Disclosing Party. "Confidential Information" includes, without limitation, all Records, Reports, improvements, ideas, discoveries, inventions, prototypes, financial information, customer information, developments, methods, techniques, engineering, know-how, trade secrets, systems, documentation, drawings, renderings, sales and marketing plans, artwork, descriptions, component specifications, information of or relating to the project for which the Recipient has received that information, whether or not that project is susceptible to patent, copyright or any other form of protection and whether or not reduced to practice, and technical or research information and software, including that in the development stage whether developed or being developed by the Disclosing Party or third parties at the request of the Disclosing Party. To the extent reasonable, all information disclosed by the Disclosing Party must be presumed to constitute Confidential Information and will be so regarded by the Recipient. "Confidential Information" does not include any information which (a) at the time of disclosure is

known by the public or thereafter becomes public knowledge through no act or omission of or on behalf of the Recipient; (b) is disclosed to Recipient by third parties having a right to do so; (c) is known to the Recipient prior to disclosure; or (d) is developed independently by the Recipient without use or reference to the Disclosing Party's Confidential Information. Confidential Information does not include Anonymized Information. To the extent either Party maintains control or possession over any Confidential Information of the other Party, the terms of this clause will continue in full force and effect for a period of 3 years after the date of expiration or termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined by Applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Applicable Law.

3.3 Nothing contained in this Agreement should be read (a) to imply that Ocrolus retains, or to cause Ocrolus to in fact retain, the other Party's Confidential Information or to act in any data storage capacity for Client, or (b) limit either Party's right to delete, destroy or otherwise purge any Confidential Information.

3.4 In the event that a Recipient is required by legal or governmental process to disclose Confidential Information, Recipient must, to the extent permitted by Applicable Law, promptly notify the Disclosing Party and reasonably cooperate (at that Disclosing Party's sole expense) to protect the Confidential Information requested from disclosure. Recipient must report to Disclosing Party, by telephone and e-mail, any unauthorized use or disclosure of Disclosing Party's Confidential Information promptly after Disclosing Party learns of such unauthorized use or disclosure.

3.5 Client agrees and acknowledges that Ocrolus may use Confidential Information, including the Records or Reports, for internal compliance and audit purposes to ensure performance and accuracy of Record review and may share the same with third parties engaged by Ocrolus for the purpose of conducting audits, accuracy reviews, or compliance reviews who are subject to obligations of confidentiality at least as restrictive as those contained in this Agreement. Ocrolus will be responsible for any breach of the obligations of this Section 3 (Confidentiality) by any of those third parties, or their affiliates or subsidiaries, unless that third party has an agreement directly with Client with respect to the subject matter of this Agreement. Ocrolus agrees to use industry standard methods to anonymize Confidential Information used pursuant to this sub-section.

3.6 Client acknowledges and agrees that employees of Ocrolus East Private Limited ("Ocrolus East"), Ocrolus' wholly owned subsidiary located in India, verify sections of Records, some of which is Confidential Information, to the extent the Services require human review. Ocrolus acknowledges and agrees that it is responsible for and liable to Client for Ocrolus East's compliance with the terms of this Agreement, including the acts and omissions of any Ocrolus East employee in violation of Ocrolus' obligations under this Agreement. Ocrolus must ensure that prior to receiving Confidential Information, each Ocrolus East employee has agreed to safeguard Confidential Information in a manner substantially similar to Ocrolus' obligations under this Agreement.

SECTION 4 INFORMATION SECURITY

4.1 Ocrolus must: (a) protect the security and confidentiality of all Records, Reports, and other Confidential Information that is collected, accessed, stored, or received by Ocrolus and (b) develop, implement, and maintain a written information security program with administrative, technical, and physical safeguards to protect Records, Reports, and other Confidential Information against any unauthorized disclosure or use and any anticipated or reasonably foreseeable threats or hazards to the security or confidentiality of the Records, Reports, and other Confidential Information.

4.2 Ocrolus' information security program must comply with all applicable federal and state laws as well as industry best practices, including as it relates to firewalls, patching, and encryption of confidential data at rest and in transit. Each Party must not knowingly include in the Records, Reports, and other Confidential Information any personally identifiable information of any resident of the European Union ("EU Resident") nor email or collect any information from any EU Resident without: (a) obtaining the prior written consent of the other Party; and (b) ensuring that Party's compliance with the requirements of all Applicable Law, including the European Union General Data Protection Regulation (the "GDPR"). In addition, Client must not provide Records to Ocrolus from any country outside of the United States without the consent of Ocrolus and the Parties entering into Standard Contractual Clauses (or other ad hoc clauses to validate the transfer of data).

4.3 Ocrolus agrees to develop, implement and maintain adequate policies supporting Ocrolus' information security program designed to reasonably protect, in accordance with industry standards, all Records, Reports, and other Confidential Information to which it has access, against security breaches as defined in this Agreement.

4.4 Ocrolus agrees to (a) update and keep its security program current in light of changes in relevant technology; and (b) authorize only its employees and contractors who are necessary for and directly involved in the performance of its obligations under this Agreement to have access to the Records, Reports, and other Confidential Information (whether physically or through computer system access) and solely on a "need-to-know" basis.

4.5 If at any time Ocrolus discovers or otherwise becomes aware of: (a) any unauthorized access to Records, Reports, or other Confidential Information, or (b) any unauthorized intrusion or penetration involving systems or facilities under the control of Ocrolus resulting in unauthorized disclosure of Records, Reports, or other Confidential Information (each of (a) and (b), a "Security Breach"), Ocrolus must: (i) notify Client in writing of that Security Breach as soon as commercially possible, but no later than within 48 hours of when the Security Breach was confirmed, and furnish Client with the necessary details of that Security Breach; and (ii) cooperate with Client in any effort, action, or proceeding to protect the Records, Reports, and other Confidential Information and to mitigate and/or remediate the impact of the Security Breach, as Client reasonably deems necessary or as required by Applicable Law, including breach notification laws.

4.6 In the event of any Security Breach, Ocrolus must cooperate with Client and provide information that is reasonably requested in writing by Client with respect to the actions taken in response to that Security Breach and Ocrolus' compliance with the obligations set forth in this Section 4.

SECTION 5 INDEMNIFICATION AND LIABILITY

5.1 Client agrees to defend, indemnify, and hold harmless Ocrolus, its parents and affiliates, from and against all liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs) arising from or otherwise related to: (a) Client's use of the Services in a manner not authorized by this Agreement; (b) any gross negligence or willful misconduct by Client in performance of this Agreement; (c) Client's breach or alleged breach of this Agreement; or (d) any claim that the Records or Client's Confidential Information infringe the intellectual property rights of any third party.

5.2 Ocrolus agrees to defend, indemnify, and hold harmless Client, its parents and affiliates (collectively, the "Client Indemnified Parties") against any third-party liabilities, claims, demands or suits that arise from: (a) any gross negligence or willful misconduct by Ocrolus in performance of the Services under this Agreement; (b) Ocrolus' breach or alleged breach of this Agreement (including any Security Breach or unauthorized disclosure of Client's Confidential Information); or (c) any claim that the use of the Services as authorized in this Agreement infringes the intellectual property rights of any third party.

5.3 In the case of any claim by Client for indemnification under sub-section5.2(c), Client agrees to provide Ocrolus with timely written notice of that claim, that Ocrolus will have sole control over the defense of such claim, and that Client will provide or procure reasonable cooperation from Client Indemnified Parties upon Ocrolus' request for any such assistance.

5.4 Should any Services become, or in Ocrolus' opinion be likely to become, the subject of a claim by Client for indemnification under clause 5.2(c), Ocrolus agrees to, at its option: (a) procure for the Client Indemnified Parties the right to make continued use of the Services in accordance with this Agreement; (b) replace or modify the affected Services so that they become non-infringing but with substantially equivalent functionality and performance; or (c) if neither (a) nor (b) is reasonably available, terminate this Agreement.

5.5 Ocrolus will have no liability or indemnification obligations under this Agreement based on (a) use for a purpose or in a manner for which the Services were not designed; (b) use of any older version of Services software when use of a newer revision was made available by Ocrolus to Client; or (c) any use of the Services in breach of this Agreement.

5.6 Neither Party will be liable to the other for consequential, incidental, indirect, punitive, or special damages (including loss of profits, data, business, or goodwill), from any cause of action of any kind, including any action sounding in contract, tort, breach of warranty, or otherwise.

5.7 It is further agreed that each Party's aggregate liability for direct damages in connection with a claim under this Agreement will not exceed the total amount paid or received by the respective Party in the 12 months preceding the date upon which that claim first accrued.

SECTION 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Client Representations, Warranties and Covenants.

6.1.1 Client represents and warrants that it has full power, capacity, and authority to enter into this Agreement.

6.1.2 Client represents, warrants, and agrees that no person's privacy rights are being or will be infringed, and no Applicable Law is being violated by providing Ocrolus with any of the information used for the Services.

6.1.3 Client agrees that it will comply in all material respects with Applicable Law in its use of the Services under this Agreement.

6.2 Ocrolus Representations, Warranties and Covenants.

6.2.1 Ocrolus represents and warrants that (a) it has full power, capacity, and authority to enter into this Agreement, and (b) it will comply in all material respects with Applicable Law in performing this Agreement.

6.2.2 Ocrolus agrees that during the Term it will (a) provide the Services in a professional and workmanlike manner, and (b) update and enhance the Services in the regular course of its business. In the event of a breach of this Section 6.2.2, Ocrolus' initial and primary means to remedy that breach will be to re-perform any defective Service again before any further action may be taken under this Agreement.

6.3 Disclaimer of Warranties. Except as expressly provided in this Agreement, Ocrolus disclaims all warranties, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. No oral or written information or advice given by Ocrolus or its authorized representatives will create a warranty of any kind or in any way increase the scope of Ocrolus' obligations in this Agreement. The Services may be used to access and transfer information over the internet. Client acknowledges and agrees that Ocrolus does not operate or control the internet and that unauthorized users may attempt to obtain access to and damage Client's data, web sites, computers, or networks. Except with respect to breaches of this Agreement, Ocrolus will not be responsible for those activities. Client is responsible for preserving and making adequate backups of its data and any Records.

SECTION 7 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, representations, arrangements or understandings, whether written or oral, with respect to that subject matter.

7.2 Binding Effect and Assignment. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Parties. The Parties may assign this Agreement to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets. Nothing in this Agreement is intended to confer upon any Party, or

their respective successors and assigns, any rights or obligations under or by reason of this Agreement, except as expressly provided herein.

7.3 Modifications.

7.3.1 Client acknowledges and agrees that Ocrolus has the right, in its sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. Client will be notified of modifications through notifications through the Services or direct email communication from Ocrolus. Client will be responsible for reviewing and becoming familiar with any such modifications.

7.3.2 Certain portions of the Services may, or may in the future, have different terms and conditions posted on the Site or may require you to agree with and accept additional terms and conditions. When you use such Services and agree to the additional terms and conditions they will be incorporated into and form part of this Agreement. If there is a conflict between this Agreement and terms and conditions posted for a specific portion of the Services, the latter terms and conditions shall take precedence with respect to Client's use of or access to that portion of the Services.

7.4 Waiver.

7.4.1 No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

7.4.2 No delay or omission by either Party in exercising any right, power, or privilege under this Agreement will impair that right, power, or privilege, nor will any single or partial exercise of any right, power, or privilege preclude any further exercise of that right or the exercise of any other right, power, or privilege.

7.5 Independent Contractor Status.

7.5.1 Ocrolus will act as an independent contractor of Client. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Ocrolus has no authority to act as agent for, or on behalf of, Client, or to represent or bind Client in any manner. Ocrolus will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Client. Client agrees to pay all sales tax on Services, and Ocrolus agrees to pay all tax associated with furnishing the Services, including taxes on income, receipts, and payroll and arising from Ocrolus doing business in any particular jurisdiction.

7.6 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: **(a) references to the plural include the singular, the singular the plural, and the part the whole; (b) the word "or" has the inclusive meaning frequently identified with the phrase "and/or"; (c)**

the word "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation"; and (d) any reference in this Agreement to any statute, rule, regulation, or agreement (including this Agreement), include its form after having been amended, restated, revised, modified, supplemented, reenacted, or succeeded.

7.7 Notices.

7.7.1 The Parties agree that notices under this Agreement will be effective if and only if in writing addressed to the recipient Party at its address below (or any other address it later provides in writing), via email, or via overnight courier service or postal mail requiring the recipient's or its agent's signature. Email notices will be deemed received upon the sender's receipt of a delivery or read receipt, or, in the absence of a notice to the contrary, after one day. Physical mail will be deemed received at the time it is signed for at the destination.

7.7.2 Any notices from Client to Ocrolus must be sent to our corporate headquarters at 101 Greenwich Street, Fl. 23, New York, NY 10006, Attention: Legal Department, with a copy to: legal@ocrolus.com.

7.7.3 Notwithstanding the foregoing, Client consents to receiving electronic communications from Ocrolus. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. Client agrees that any notices, agreements, disclosures, or other communications that Ocrolus sends to Client electronically will satisfy any legal communication requirements, including that such communications be in writing.

7.8 No Responsibility for Force Majeure Loss. Each Party agrees that the other Party will not be responsible for any damage resulting from force majeure events beyond the control of such other Party or its employees or agents, including the advent or escalation of wars, riots, pandemics, and natural disasters.

7.9 Choice of Law and Venue.

7.9.1 This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws or choice of law rules and principles.

7.9.2 The Parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts of New York and agree that any action or proceeding relating to this Agreement must be brought exclusively in any state court of general jurisdiction in the City of New York.

7.9.3 The Parties waive any objection that either may have to the conduct of any action or proceeding in such a court based on improper venue or inconvenient forum, waive personal service of any and all process upon it, and consent that all service of process may be made by certified mail or nationally recognized courier service directed to it at the address set forth in this Agreement and that service made

will be deemed to have been posted.

7.9.4 Client consents to the personal and subject matter jurisdiction of the aforementioned courts for the purpose of adjudicating any claims subject to this forum selection provision.

7.9.5 Nothing contained in this Section affects the right of any Party to serve legal process in any other manner permitted by law.

7.10 Jury Trial Waiver. In any action or proceeding commenced in connection with this Agreement, the Parties expressly and IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY.

7.11 Costs of Enforcement; Attorney's Fees. In the event of any litigation, arbitration, or other dispute arising as a result of, in connection with, or by reason of this Agreement, the substantially prevailing Party in that dispute will be entitled to receive reimbursement and payment of all costs and expenses incurred in connection with settling or resolving that dispute, including reasonable attorneys' fees.

7.12 Severability. Whenever possible, each provision of this Agreement must be interpreted in a manner that makes it effective and valid under Applicable Law. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without that provision, and this Agreement will be construed to the fullest extent possible as to give effect to the intentions of the provisions found to be unenforceable or invalid. The Parties agree that a court may reform that provision so that it is reasonable under the circumstances and that that provision, as reformed, will be enforceable, except that the material intent of the Parties in entering into this Agreement must not be defeated or rendered impossible by the removal of that provision from this Agreement.

7.13 Use of Name and Logo.

7.13.1 Client grants Ocrolus the right to use Client's company name and logo in marketing and sales materials solely to identify Client as a customer of Ocrolus.

7.13.2 If Client has Committed Services (as outlined in an applicable Order Form), Ocrolus hereby grants Client the express right to use Ocrolus' company name and logo solely to identify Ocrolus as a provider of services to Client.

7.13.3 Other than as expressly stated in this Agreement, neither Party will use the other Party's names, marks, or logos without the prior written permission of the other Party.

7.14 Surviving Provisions. Any of the provisions in this Agreement which expressly or impliedly by their nature should survive this Agreement will survive.

7.14.1 Further Actions; Recordation. Each Party and its permitted assigns and transferees agrees to

execute, acknowledge, and deliver additional documents, and take further actions as may be required, from time to time, to carry out each of the provisions and the intent of this Agreement and every agreement or document relating to or entered into connection with this Agreement.

7.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will constitute one and the same document.

7.16 Electronic Signature. This Agreement and any other documents to be delivered in connection with it may be electronically signed, and any electronic signatures appearing on this Agreement or other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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SCHEDULE 1
SERVICE LEVEL AGREEMENT

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This Schedule 1 is the Service Level Agreement ("SLA") between Ocrolus and Client.

1. Definitions. The following capitalized terms have the meaning set forth below:

a. **"Downtime"** means more than a 5% Error Rate, or complete lack of external connectivity to the service. Downtime is measured based on server-side Error Rate.

b. **"Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error," divided by the total number of Valid Requests during that period.

c. **"Monthly Uptime Percentage"** is calculated by subtracting from 100% the percentage of continuous 5-minute periods of Downtime during the month.

d. **"Service Credits"** means the corresponding amounts that may be due from Ocrolus to Client if the Service Levels are not achieved in a given month.

e. **"Service Deficiency"** means an instance in which Ocrolus fails to meet one or more Service Levels.

f. **"Turnaround Time"** for a Service means the time elapsed between (i) Ocrolus' receipt of the relevant Records, properly submitted between the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time, Monday through Friday (excluding U.S. federal holidays) and (ii) delivery of the Services.

g. **"Valid Request"** means a request that conforms to the protocol for use of the Services set out at https://docs.ocrolus.com/, and that would normally result in a non-error response.

2. Service Levels.

a. **Uptime.** Ocrolus agrees that during the Term of this Agreement, Ocrolus will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least 99%, in each case during any monthly billing cycle ("Uptime").Uptime reports of availability are currently available at https://status.ocrolus.com/.

b. **Turnaround Time.** Ocrolus agrees that during the Term of this Agreement, it will use commercially reasonable efforts to deliver at least 90% of Reports to Client within the time frame agreed to in the applicable Order Form for the corresponding type of Record ("Turnaround Time"). For the avoidance of doubt, any bespoke Services, analytics, or reporting not documented in an Order Form but provided by Ocrolus for Client will not be included in Turnaround Time.

c. **Scheduled Maintenance.** Ocrolus may schedule periods when the Services or its software will be unavailable, in order to improve, repair or otherwise maintain the Services ("Scheduled Maintenance"). Ocrolus will use commercially reasonable efforts to notify Client's designated point of contact by phone or email at least 1 week in advance of upgrades, maintenance and other planned activities that may result in a material interruption in Service.Ocrolus will perform its Scheduled Maintenance only on Saturday and Sunday before 7:00 a.m. and after 7:00 p.m. Eastern StandardTime.

d. **Emergency Maintenance**. On occasion, emergency maintenance may be required to address material security-related issues or technical problems that would impact the availability of the Services, resolution of which cannot wait until or be remedied during Scheduled Maintenance ("Emergency Maintenance"). Ocrolus will use commercially reasonable efforts to notify Client's designated point of contact by phone or email at least 2 hours in advance of any Emergency Maintenance. Ocrolus will also promptly notify Client of the Emergency Maintenance and actions being taken in the course of that Emergency Maintenance once Ocrolus becomes aware of an occasion requiring Emergency Maintenance.

3. Service Credits.

a. **Service Credit Amount.** In the event that Uptime or Turnaround Time (collectively, the "Service Levels") in any given month falls below the levels outlined in Section 2(a) or 2(b) above, then within 30 days after the end of the applicable month, Client may request the corresponding Service Credit which shall be applied to those Reports that do not meet the Service Levels.

b. **Claims for Service Credit.** Client must make claims for a Service Credit to Ocrolus' customer support organization in writing. Ocrolus must investigate the claim and must respond back to Client within 14 calendar days after receipt of the claim. Ocrolus' response must either (i) accept the validity of the claim, or (ii) dispute the claim, including supporting details and documentation. In case of a dispute, the Parties

will seek to resolve it promptly in good faith.

c. **Use of Service Credits.** Service Credits lack cash value, but Ocrolus will apply each Service Credit to one or more future invoices for the same Service. Service Credits cannot be applied to amounts due for other Services.Client's sole and exclusive remedy, and Ocrolus' sole and exclusive liability, in the event of a Service Deficiency will be application of the Service Credits in accordance with the terms of this SLA.

d. Any Service Credits for a Service Deficiency will be calculated as a percentage of the monthly pro rata share of the Client's Committed Price as follows:

Monthly Uptime Percentage	Service Credit
99.00% or higher	None
98.00%-98.99%	10%
95.00%-97.99%	15%
Under 95.00%	20%

Monthly Percentage of Reports Delivered Within Turnaround Time	Service Credit
90.00% or higher	None
89.99%-80.00%	10%
79.99%-70.00%	15%
Under 70.00%	20%

4. Service Level Agreement Exclusions. Client agrees that Ocrolus will not be deemed to have failed to meet a Service Level because of a Service's unavailability, suspension, or termination caused by events beyond the reasonable control of Ocrolus. These include, without limitation:

a. Natural disasters, acts of terrorism, riots, insurrections, epidemics, pandemics, wars, extraordinary governmental actions, ISP provider failures or delays, and any other event reasonably considered to be an event of force majeure;

b. Actions or inactions of Client or any third party not controlled by Ocrolus;

c. Failures that result from Client's equipment, software or other technology and/or third party equipment, software or other technology;

d. Those that result from an extraordinary submission of Records on a daily basis beyond 120% of average daily Client volume, as determined on a rolling average of the 12 weeks ending before; or

e. Arising from non-payment or late payment of an undisputed invoice, or suspension or termination of Client's right to use the Services because of its breach of this Agreement.

SCHEDULE 2

1. Definitions. Capitalized terms in the Agreement have the meaning set forth below:

a. "Applicable Law" means any foreign, federal, state, or local law, rule or regulation: (i) applicable to Client in its use of the Services or providing the Records to Ocrolus, in each case as detailed in this Agreement; or (ii) applicable to Ocrolus in providing the Services to Client.

b. "CommittedServices" means the set Commit Volume for Services for the Term.

c. "Commit Price" means the dollar amount Client is charged for each Record processed for Services as part of Client's Commit Volume.

d. "Commit Volume" means the predetermined total number of Records the Client has agreed to have processed during the Term.

e. "Generic Prepayment" means the predetermined amount of money Client has agreed to spend for Services during the Term without a Commit Volume.

f. "Ocrolus Site" means the website located at www.ocrolus.com (or other re-directed links that are hosted or maintained by Ocrolus).

g. "On DemandServices" means a Client who has not agreed to set a Commit Volume for Services during the Term.

h. "On-Demand Price" means the dollar amount Client is charged for each Record processed for Services that are not a part of a Client's Commit Volume.

i. "Order Form" means an ordering document specifying the specific Services to be provided under the Agreement.

j. "Subscription Start Date" means: (i)the first calendar day of the month in whichClient begins use of the Services, or (ii) as otherwise outlined on an Order Form.

k. "Unapproved or Rejected Documents" means any documentation or images uploaded to the Services

that are not supported by the Ocrolus system and are not listed as supported documents at https://docs.ocrolus.com/docs.

[End of Agreement]