Master Services Agreement

Last Updated: September 22, 2023

This Master Services Agreement ("**Agreement**") is made between Synqly, Inc., a Delaware corporation having its principal place of business 1575 Newport Ave., San Jose, CA 95125 ("**Company**" or "**Synqly**"), and Customer, and governs the Customer's use of the Service (each as defined below).

"**Customer**" means a person or entity that accepts and agrees to the terms of this Agreement as of the earlier date on which such person or entity either clicks a box indicating acceptance of this Agreement or uses the Service.

Synqly reserves the right to modify or update this Agreement in its sole discretion, the effective date of such updates and/or modifications will be the earlier of: (i) 30 days from the date of such update or modification; or (ii) Customer's continued use of the Service.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE. THE SERVICE IS INTENDED FOR THE CUSTOMER AND ITS AUTHORIZED USERS ONLY AND IS NOT FOR USE BY CHILDREN UNDER 13 YEARS OF AGE. IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, SUCH PERSON REPRESENTS AND WARRANTS THAT IT HAS THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND THIS AGREEMENT APPLIES TO SUCH ENTITY WHICH IS DEEMED THE CUSTOMER.

If Customer and Synqly have executed a written agreement governing Customer's access to and use of the Service as a Synqly customer, then the terms of such signed agreement will govern and will supersede this Agreement.

DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement, an Order Form, or in Synqly's SDPA.

"Affiliate" means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.

"Aggregated Statistics" means aggregated and anonymized data derived from Customer Data, End Customer Data and/or use of the Service. Aggregated Statistics are not Customer Data or End Customer Data and do not consist of Personal Data (as defined in the SDPA).

"API(s)" means any application programming interface.

"Beta Features" means any Service features, functionality or services which Synqly may make available to Customer to try at no additional cost, and which is designated as beta, trial, non-production or another similar designation.

"Customer Data" means any data transferred to Synqly by Customer which may consist of, but is not limited to, User login information and Personal Data such as names, e-mail addresses and phone numbers.

"Customer Application" means the application owned and operated by Customer which is described in an Order Form or otherwise approved by Synqly in writing.

"Documentation" means the written or online user manuals, help files, specification sheets, or other documentation regarding the Service made available by Synqly.

"SDPA" means the Data Processing Agreement available at https://Synqly.com/legal/synqly-data-privacy-agreement.

"End Customer(s)" means Customer's customer that enables at least one API integration between the Service, a Partner Application and the Customer Application.

"End Customer Data" means any data transferred to Synqly by End Customer itself via the Service for the benefit of Customer, and/or by Customer acting on behalf of an End Customer, which may consist of, but is not limited to, End Customer Personal Data (including information received by Synqly from Partner Applications licensed by End Customers), User login information, names, e-mail addresses, phone numbers, physical or mailing addresses, transactional and account information.

"Order Form" means each order document executed in writing between the parties for the purchase of a Subscription to the Service. Upon execution, each Order Form is incorporated herein by reference.

"Synqly Integration(s)" means any Synqly API integration that integrates a Partner Application and Customer Application by means of the Service and that is made available by Synqly during the Subscription Term to End Customers and Customer, as further specified in an Order Form.

"Partner" means a third-party provider of a SaaS solution used by End Customer.

"Partner Application(s)" means any application owned and operated by a Partner including those described in an Order Form or otherwise approved by Synqly in writing.

"Service" means Synqly's proprietary Software-as-a-Service integration solution, which includes the Synqly Integration(s), Software, Documentation, and all modifications, updates, and upgrades as well as derivative works to each of the foregoing.

"Software" means the software that Synqly develops and maintains in order to provide the Service, and all modifications, updates, upgrades thereto and derivative works thereof.

"Subscription Term" has the meaning set forth in Section 5.1 below.

"Support" has the meaning set forth in Section 2.2 below, unless otherwise stated in the Order Form.

"Users" means individuals or entities that are granted credentials by Customer to use the Service.

1. ACCESS TO AND USE OF THE SERVICE

1.1 Right to Access and Use the Service. Synqly grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Subscription Term to use the Service with the Customer Application as set forth in each Order Form, solely in accordance with all applicable Documentation and this Agreement (together, the "**Subscription**").

1.2 Restrictions. Customer will not: (a) access (or allow a third party to access) the Service in order to benchmark, or monitor the availability, security, performance, or functionality of the Service, for any

competitive purposes without Synqly's express written consent; (b) rent, lease or otherwise permit third parties (or other persons not authorized by this Agreement) to use the Service other than to the extent that the Service is embedded in Customer's platform, in which case Customer indemnifies and holds harmless Synqly from any misuse of the Service by third parties utilizing Customer's platform or services; (c) use the Service to provide services to third parties other than End Customers as permitted hereunder (e.g., Customer cannot use the Services as a service bureau); (d) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Service, or any of their components, except as set forth in an agreement executed by Synqly and Customer; (e) circumvent or disable any security or other technological features or measures of the Service or use the Service in a manner that Synqly reasonably believes poses a threat to the security of Synqly-controlled computer systems; (f) use the Service to conduct any fraudulent, malicious, or illegal activities, or (g) user the Service for competitive intelligence or benchmarking (each of (a) through (g), a "**Prohibited Use**").

1.3 Beta Features. Beta Features made available by Synqly are provided to Customer for testing purposes only. Synqly makes no commitment to provide Beta Features in any future versions of the Service. Customer is not obligated to use Beta Features. Synqly may immediately and without notice remove Beta Features for any reason without liability to Customer. Notwithstanding anything to the contrary in this Agreement, Synqly does not provide Support for Beta Features. For clarity, all Beta Features are provided "AS IS" without warranty of any kind.

2. SYNQLY OBLIGATIONS

2.1 General. The Service connects Partner Applications with the Customer Application via an API to enable the transfer of End Customer Data between the Partner Application, Synqly, the Customer Application, and other third-party applications as instructed by Customer. Use of the Service requires Synqly to store and process Customer Data and End Customer Data. Synqly is responsible for providing the Service in conformance with and subject to the terms of this Agreement, the Order Form(s) and Documentation.

2.2 Support. If Customer experiences any errors, bugs, or other issues in its use of the Services, Synqly will use commercially reasonable efforts to respond as soon as possible ("**Support**") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription set forth on the Order Form. Customer will send any Support requests to Synqly via email (to: support@synqly.com).

2.3 End Customer Data Obligations. If an End Customer notifies Synqly (including pursuant to the SDPA) of its intent to terminate, or terminates its use of the Service, or if Synqly suspends an End Customer's access to the Service or terminates its agreement with an End Customer due to End Customer's uncured material breach, Synqly may terminate End Customer's connection to the Service and delete any End Customer Data.

3. CUSTOMER OBLICATIONS

3.1 Customer Application Access; API Integrations; Customer/Partner Accounts. No later than the Start Date (as defined in the Order Form), Customer will provide such access to the Customer Application as is

necessary to enable the Synqly Integrations via APIs. Customer must create, and maintain during the Subscription Term, its own partnership/account with Partners if required to enable Synqly Integrations.

3.2 Notice to End Customers. Customer will notify the End Customer that Synqly will be processing End Customer Data as part of maintaining the Synqly Integration(s).

3.3 Compliance with Laws. Customer will use the Service only in accordance with the Documentation and with all applicable laws, including procurement and maintenance of any applicable licenses, permits and consents. Customer will ensure that the Service is neither directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. Synqly reserves the right to suspend use of the Service operating in violation of the obligations of this Section 3.3, following written notice to Customer (which may take the form of an email).

4. DATA LICENSE AND PROTECTION

4.1 Data License. In connection with its use of the Service, Customer will transfer Customer Data and enable the transfer of End Customer Data to Synqly. Customer grants Synqly a limited license during the Term to use Customer Data and End Customer Data to provide and maintain the Service and develop the Aggregated Statistics.

4.2 SSDPA. Synqly will process all Customer Data and End Customer Data for the purposes set forth in this Agreement and in accordance with the SDPA.

4.3 Security and Privacy. Synqly maintains industry-standard physical, technical, and administrative safeguards in order to protect End Customer Data in accordance with Synqly's "**Security Protocols**" set forth in Annex II (Technical and Organizational Measures) of the SDPA.

4.4 Marketplace Information. Synqly may share names of Customers and End Customers with Partners for the development of Synqly's Partner ecosystem.

5. TERM AND TERMINATION

5.1 Term. The Subscription Term starts on the Start Date set forth on the Order Form and continues for so long as there is an active Subscription. Each Subscription shall renew automatically for succeeding terms of one (1) year each, on the same terms that are in place on the renewal date excluding any discounts, unless either party gives written notice to the other at least thirty (30) days prior to the anniversary date of such Subscription, or unless the Subscription is terminated as provided in Section 5.2 below.

5.2 Termination for Cause. Either party may terminate this Agreement or any active Subscription for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period; or (b) 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.

5.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Synqly will, upon written request, delete all Customer Data and any End Customer Data processed on behalf of Customer during the Subscription Term.

5.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 7; 8; 11; 12 and 13 (as applicable).

6. FEES AND PAYMENT

6.1 Fees. Customer will pay the fees for the Subscription set forth on the applicable Order Form. Following execution of the Order Form, Synqly will submit an invoice to Customer for the Subscription, and payment will be due within the Payment Terms set forth on the Order Form ("**Due Date**").

6.2 Overdue Charges. If any undisputed, invoiced amount is not received by Synqly by the Due Date, then those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3 Taxes. The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Synqly (collectively, "**Taxes**") with respect to the Service provided to Customer. Customer is solely responsible for paying all Taxes associated with or arising from this Agreement.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information (together, "**Confidential Information**"). All End Customer Data is Confidential Information. Synqly's Confidential Information includes the Service and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is (a) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (b) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (c) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (d) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party except as otherwise permitted under this Agreement, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those

contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. OWNERSHIP

8.1 Synqly Property. As between the parties, Synqly owns and retains all right, title, and interest in and to the Service, Feedback (as defined below) and Aggregated Statistics. Except for the limited license granted to Customer in Section 1.1, Synqly does not by means of this Agreement or otherwise transfer any other rights to Customer. Furthermore, Synqly explicitly retains, and nothing herein shall be construed to give Customer any right or license to, all intellectual property of Synqly, including, without limitation, all Software. Customer may not utilize the Software or Service for purposes not explicitly contemplated by this Agreement, and may not retain any copies of the same or make derivative works thereof.

8.2 Customer Property. As between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data. Except for the licenses granted to Synqly in Section 4.1, Customer does not by means of this Agreement or otherwise transfer any other rights to Synqly.

8.3 Feedback. Customer may provide comments, suggestions and recommendations to Synqly with respect to the Service (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes) (collectively, "**Feedback**"). In such event, Synqly may freely use and exploit any such Feedback without any obligation to Customer, unless otherwise agreed upon by the parties in writing. Customer assigns to Synqly any proprietary right that Customer may have in or to the Feedback.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

9.1 Mutual Representations and Warranties.

Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so. 9.2 Customer Representations and Warranties. Customer represents and warrants it has all rights necessary to (i) grant Synqly the licenses set forth in this Agreement and (ii) enable the Synqly Integrations between the Service, Partner Applications and Customer Application, which includes the transfer and processing of End Customer Data. 9.3 Disclaimer.

WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9, THE SERVICE AND BETA FEATURES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. SYNQLY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, AND NON-INFRINGEMENT. SYNQLY DOES NOT WARRANT THAT THE SERVICE OR BETA FEATURES (A) ARE ERROR-FREE, (B) WILL PERFORM UNINTERRUPTED, OR (C) WILL MEET CUSTOMER'S REQUIREMENTS.

10. INSURANCE

10. Insurance Synqly will maintain in full force and effect during the Term: (a) Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage; (b) Auto liability insurance covering non-owned and hired vehicles, with coverage limits of not less than $1,000,000 per occurrence for bodily injury and property damage; obligation to Customer, unless otherwise agreed upon by the parties in writing. (c) Worker's compensation insurance as required by applicable law; (d) Umbrella liability insurance on an occurrence form, for limits of not less than $4,000,000 per occurrence and in the aggregate; and (e) Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than $2,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service. Insurance carriers will be rated A-VII or better. Synqly's coverage will be considered primary without right of contribution of Customer's insurance policies. In no event will the foregoing coverage limits affect or limit in any manner Synqly's contractual liability for indemnification or any other liability of Synqly under this Agreement.

11. INDEMNIFICATION

11.1 By Synqly. Synqly will defend Customer, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Customer Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Synqly will indemnify Customer Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Customer Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, alleging that (i) the Service, including Customer's permitted use thereof, infringes or misappropriates any patent, trademark or copyright of such third party or (ii) Synqly has violated a law applicable to Synqly's of the Services. If Synqly becomes, or in Synqly's opinion is likely to become, the subject of an infringement or misappropriation claim, Synqly may, at its option and expense: (a) procure for Customer the right to continue using the Service; (b) replace the Service (including any component part) with a non-infringing substitute subject to Customer's prior written approval; or (c) modify the Service so that it becomes non-infringing. If none of the foregoing alternatives are available, Synqly shall notify Customer, and Customer may elect to terminate the license immediately pursuant to Section 5. Synqly will not be obligated to defend or be liable for costs or damages (a) under Section 11.1(i) solely to the extent the infringement or misappropriation is attributable to (x) any unauthorized use, reproduction, or distribution of the Service or Synqly's intellectual property rights by the Customer Indemnified Parties which is the subject of the claim; or (y) any unauthorized combination of, or modification to, the Service or Synqly's intellectual property rights, other than as expressly approved

by Synqly that causes the underlying claim where such claim would have not occurred but for such unauthorized act; or (b) under Section 11.1(ii) to the extent the violation of law is attributable to Customer's breach of the Agreement.

The foregoing indemnification shall not apply to the extent that any third-party claim, demand, dispute, suit or proceeding results in whole or in part from Customer's negligence or willful misconduct.

11.2 By Customer. Customer will defend Synqly, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Synqly Indemnified Parties**"), from any thirdparty claim, demand, dispute, suit or proceeding, and Customer will indemnify the Synqly Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Synqly related to: (a) Customer or a User engaging in a Prohibited Use; (b) Customer's breach of Section 9.2 (Customer Representations & Warranties); and (c) any allegation by a governmental body that use of the Service, Customer Data or End Customer Data, by Customer or by Synqly at Customer's direction and/or as permitted hereunder, has violated an applicable law.

11.3 Indemnification Process. The indemnified parties will: (a) give the indemnifying party prompt written notice of any claim, action or demand for which indemnity is claimed; (b) give the indemnifying party sole control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of the indemnified parties without indemnified parties' prior written approval such approval not to be unreasonably withheld, conditioned or delayed; and (c) provide the indemnifying party with reasonable cooperation, at the indemnified parties' expense, in connection with the defense and settlement of the claim.

12. LIMITATIONS OF LIABILITY

12.1 NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICES LIABILITY OR OTHERWISE.

12.2 EXCEPT WITH RESPECT TO CLAIMS ARISING FROM CUSTOMER'S NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SYNQLY FOR USE OF THE SERVICE IN THE PRIOR TWELVE MONTH PERIOD. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

13. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Synqly and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Synqly are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Synqly. Failure to exercise any right under this Agreement will not constitute a waiver.

There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included.

This Agreement is governed by the laws of California without reference to conflicts of law rules. If any dispute, controversy or claim cannot be settled by the parties within 30 days of written notice from either party to the other of such dispute, controversy or claim, then, except as set forth below, any dispute, controversy or claim arising under, out of or relating to this Agreement, will be finally determined by arbitration conducted by the JAMS by a single arbiter who will be fluent in written and spoken English. The place of such arbitration will be in Santa Clara, California, U.S.A. The sole and exclusive language of arbitration will be English. The judgment of the arbitration will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the parties, and judgment may be entered upon the arbitral award in any court of competent jurisdiction. The foregoing does not limit or restrict either party from seeking injunctive or other equitable relief with respect to its intellectual property rights hereunder. Subject to the dispute resolution procedures above, any disputes arising out of or related to this Agreement will be subject to the jurisdiction of the state and federal courts of Santa Clara County, California, U.S.A.