

## ROYAL ALLIANCES PLATFORM TERMS & CONDITIONS

These Platform Terms and Conditions (these “**Terms and Conditions**”) govern the use of the Royal Alliances Platform (the “**RA Platform**”) and the Services (as defined below) by the customer (the “**Customer**”) identified on the applicable Order Form (as defined below). The Order Form and these Terms and Conditions form a binding agreement (the “**Agreement**”), as of the Effective Date (as defined on the Order Form), by and between Royal Alliances Inc. (“**RA**”) and Customer.

### 1. Definitions

Each capitalized term below shall have its respective meaning when used in the Agreement:

“**Authorized Users**” means employees, agents, and independent contractors of Customer who are authorized by Customer to use the RA Platform and the Services.

“**Customer Data**” means the data provided via the RA Platform by Customer, or the Authorized Users on Customer’s behalf, in connection with Customer’s use of the Services.

“**Documentation**” means all made available to Customer by RA which set out a description of the Services and the specifications and instructions for the use of the RA Platform.

“**Malicious Code**” means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any software or data, including the reliability of any software or data (whether by re-arranging, altering or erasing the software or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“**Order Form**” means the order form that is entered into by and between RA and Customer, which makes reference to and incorporates these Terms and Conditions.

“**Services**” means the subscription services provided by RA to Customer under the Agreement via the RA Platform, as more particularly described in these Terms and Conditions and the Order Form.

“**Subscription Fees**” means the subscription fees payable by Customer for the use of the RA Platform and the receipt of the Services, as provided in the Order Form.

“**Subscription Term**” has the meaning set forth in the Order Form.

### 2. Access

2.1. Access and Use. Subject to payment of all Subscription Fees and Customer’s and the Authorized Users’ compliance with the terms of the Agreement, RA grants Customer, during the Subscription Term, a non-exclusive, non-transferable right to access and use (and permit the Authorized Users to access and use) the RA Platform and related Documentation, solely for Customer’s internal business purposes.

2.2. Restrictions. Customer shall not, directly or indirectly, and shall not permit any third party to: (a) sell, rent, outsource, lease, license, distribute, sublicense, commercially exploit, or otherwise transfer in whole or in part the RA Platform or the Services to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the RA Platform; (c) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical protections of the RA Platform or the restrictions of the Agreement, or attempt to gain unauthorized access to the RA

Platform or its underlying systems or networks; (d) translate, modify, or create derivative works based upon the RA Platform or the Services; (e) permit any use of or access to the RA Platform by any third party; (f) remove any product identification, proprietary, copyright, or other notices contained on the RA Platform; (g) operate the RA Platform on behalf of or for the benefit of any third party, including without limitation, the operation of any service that is accessed by a third party; (h) use the RA Platform or the Services in violation of, or in a manner that violates, any applicable law; (i) use the RA Platform for benchmarking or any other similar purpose, or , perform penetrating testing or similar examinations on the RA Platform; (j) interfere with or disrupt the performance or integrity of the RA Platform; (k) use the RA Platform or the Services in a manner that violates, infringes or misappropriates the intellectual property rights, publicity rights, or privacy rights of any third party; (l) use the RA Platform to store or process any “personal information” (as such term, or the applicable analogous term, is defined in applicable data privacy laws), including but not limited to personal health information, credit card information, personal financial information, and other such information that is subject to applicable data privacy laws (“**Personal Data**”), in each case that is not expressly required by the Documentation for the operation and use of the RA Platform; (m) create Internet links to all or any portion of the RA Platform, or frame or mirror all or any portion of the RA Platform on any other website; or (n) use the RA Platform for purposes of developing a competing product or service.

- 2.3. Data Restrictions. Customer shall not, directly or indirectly, and shall not permit any third party to, store, transmit, distribute, or process, in or in connection with the RA Platform, any data or information that: (a) constitutes Malicious Code; (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) facilitates illegal activity; (d) depicts sexually explicit images; (e) promotes unlawful violence; (f) is discriminatory based on race, gender, color, religious belief, sexual orientation, or disability; or (g) is otherwise illegal or causes damage or injury to any person or property.
- 2.4. Authorized Users. Customer may designate employees, agents, and independent contractors of Customer, to be Authorized Users hereunder. All use of the RA Platform or the Services by Authorized Users shall be deemed to be in the name and on behalf of Customer. Each Authorized User must be authenticated at logon with a unique user identification and password (the “**Access Credentials**”). Individual Authorized Users may not share their Access Credentials with any other individual. Customer shall be responsible for all uses of the RA Platform or the Services by the Authorized Users, or by the Access Credentials assigned to Customer’s Authorized Users. Should Customer become aware that any Access Credential has or could have become known to anyone other than the Authorized User, Customer shall, without delay, notify RA thereof.
- 2.5. Customer Obligations. Customer shall promptly notify RA upon becoming aware of any actual or suspected use of Access Credentials by other than the associated Authorized User, or any access or use of the RA Platform in violation of this Agreement.

### **3. Other RA Services**

- 3.1. Dependent Services. Customer acknowledge that certain functionality within the RA Platform at selected Subscription Fee levels is dependent upon Customer’s engagement of RA to perform other services (such other services, “**Dependent Services**”). The Dependent Services, if any, are set forth on the Order Form. In the event that Customer’s engagement of RA to perform Dependent Services expires or is terminated for any reason, any failure of RA to provide Services hereunder

that were dependent upon such Dependent Services shall be excused. In no event will any such failure give rise to any right to return of Subscription Fees under the Agreement.

- 3.2. Not Services. In no event shall any Dependent Services be deemed to be Services under this Agreement. RA's provision of any such Dependent Services shall be pursuant to a separate agreement between RA and Customer, and not this Agreement.

#### **4. Ownership; Third Party Software**

- 4.1. Ownership. All right, title, and interest in and to the RA Platform, including any and all intellectual property rights of any kind, are owned by RA or its licensors. For the avoidance of doubt, Customer does not acquire any ownership interest in the RA Platform, or in any intellectual property rights related thereto, under or in connection with the Agreement.

- 4.2. Feedback. In respect of any idea, proposal, suggestion, or feedback, including without limitation ideas for new products (including software and firmware), technologies, promotions, product names, product feedback, and product improvements, that are provided by Customer or any Authorized Users to RA (collectively, "**Feedback**"), (a) to the extent that such Feedback is deemed to be a derivative work of the RA Platform or any intellectual property rights related thereto, such Feedback shall be deemed to be the sole and exclusive property of RA, and (b) in all other cases, Customer shall grant, and does hereby grant, to RA a royalty-free, fully paid-up, non-exclusive, worldwide, irrevocable, perpetual right and license to make, have made, develop, use, have used, distribute, lease, market, offer for sale, sell, have sold, support, service, display and publish, copy, modify, export and import, share and commercialize such Feedback in any way and for any purpose. Customer shall not provide RA with any Feedback that is subject to obligations of confidentiality or that would require RA to license any of its products, technologies or documentation to any third party in connection with its use thereof.

- 4.3. Third Party Software. The RA Platform and the Services may include software, content, data, documentation, or other materials, including open source software and related materials, that are licensed by third-party licensors under their own terms of use that are in addition to or different from those contained in these Terms and Conditions ("**Third-Party Licenses**"). Customer's use of the RA Platform is subject to all such Third-Party Licenses, and Customer is bound by and shall comply with all Third-Party Licenses. Any breach by Customer of any Third-Party License is also a breach of this EULA. Any such applicable third-party licensor is an intended third-party beneficiary to this EULA to the extent of such third party licensor's license to Provider.

- 4.4. Usage Data. Customer expressly acknowledges and agrees that RA may, as part of the normal operation and support of the RA Platform, collect data related to the use of the RA Platform (e.g., logins and ID, the specific services accessed, use of the RA Platform interface, and other similar usage information) through tracking and other technologies. All such data will be used solely for the purpose of supporting, enhancing, and further developing the RA Platform, and will not be used or shared for other purposes without first being anonymized and aggregated.

#### **5. Data Protection**

- 5.1. Customer Data. Customer owns all right, title and interest in the Customer Data. Customer hereby grants to RA a royalty-free, fully paid-up, non-exclusive, worldwide, irrevocable (during the Subscription Term) right and license to, during the Subscription Term, use and process the Customer Data as required in order to provide the RA Platform and the Services. Further, Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2. Data Integrity. RA will follow its standard archiving procedures for all Customer Data. In the event of any loss or damage to Customer Data in RA's possession, Customer's sole and exclusive

remedy shall be for RA to use commercially reasonable efforts to restore such lost or damaged Customer Data from its latest back-up.

- 5.3. Privacy Notice. RA shall, in providing the Services, comply with its then-current Privacy Notice to the extent applicable to the privacy and security of the Customer Data.
- 5.4. Personal Data. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE RA PLATFORM AND THE SERVICES ARE NOT INTENDED FOR THE HOSTING OR PROCESSING OF PERSONAL DATA. IN THE EVENT THAT THE PARTIES DESIRE TO COMMENCE SUCH PROCESSING OF PERSONAL DATA, THE PARTIES WILL ENTER INTO A SEPARATE WRITTEN AGREEMENT GOVERNING THE PROCESSING OF SUCH PERSONAL DATA.

## 6. Availability and Support

- 6.1. Availability. RA will use commercially reasonable efforts to make the RA Platform and the Services available during business hours.
- 6.2. Support. RA shall, as part of the Services, provide Customer with the commercially reasonable technical support in connection with Customer's use of the RA Platform during business hours in accordance with RA's then-current technical support policy.

## 7. Term; Termination

- 7.1. Term. This Agreement shall be effective during the Subscription Term and automatically renews for a period of one year as of the effective term, unless earlier terminated as provided herein.
- 7.2. Termination. All of Customer's rights under this Agreement will terminate immediately and automatically (a) without notice from RA upon the termination or expiration of this Agreement, or (b) on the date that is ten days following Customer's receipt of a notice of breach of this Agreement from, if such breach has not been cured to RA's satisfaction as of such date.
- 7.3. Effect of Termination. Upon termination or expiration of this Agreement, all licenses and any other rights granted to Customer under this Agreement shall automatically terminate and Customer shall cease all use of the RA Platform and the Services.

8. **Limitations of Warranties** RA DOES NOT AND CUSTOMER ACKNOWLEDGES THAT RA DOES NOT GIVE ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, RA DOES NOT AND CUSTOMER ACKNOWLEDGES THAT RA DOES NOT GIVE ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY OR GUARANTEE REGARDING ANY FUNCTIONALITY OF THE RA PLATFORM OR ANY RESULT OR OUTCOME IN CONNECTION WITH THE USE OR OPERATION OF THE RA PLATFORM OR THE SERVICES.

9. **Indemnity**. Customer is solely responsible for any damage caused to RA, its affiliates, its licensors, and each of its and their respective officers, stockholders, directors, employees, and agents (collectively, the "**RA Indemnified Parties**"), its contractors, or any other individual or legal entity as a result of Customer's breach of this Agreement. Customer shall indemnify and hold harmless the RA Indemnified Parties from and against any and all Losses or threatened Losses due to third-party claims arising out of or relating to Customer's breach of this Agreement. Customer's obligations under this Section 9 include damage caused by and claims arising out of the acts or omissions of any Authorized User's or any other person to whom Customer has given access to the Services. If RA receives notice of a claim that is covered by this Section 9, RA shall promptly

give Customer written notice thereof. RA shall be allowed to conduct the defence of such claim at any time, including choosing legal counsel to defend such claim, provided that such choice is reasonable and is communicated to Customer in writing. Customer shall comply with RA's reasonable requests for assistance and cooperation in the defence of such claim. RA shall not settle the claim without Customer's written consent, which may not be unreasonably withheld, delayed or conditioned. Customer shall pay costs and expenses due under this Section 9 as RA incurs them. There shall be no express or implied requirement of a judgment, final judgment on the merits, or other event occurring prior to Customer paying RA such costs and expenses as RA incurs them. In the event RA notifies Customer in writing that RA does not desire to defend, or to continue to defend, such claim, Customer shall defend such claim using legal counsel of Customer's choice, provided that such choice is reasonable and is communicated to RA in writing. Customer shall not settle the claim without RA's written consent.

IT IS THE INTENTION OF THE PARTIES THAT CUSTOMER PROVIDE INDEMNIFICATION RIGHTS TO A RA INDEMNIFIED PARTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT EVEN FOR THE CONSEQUENCES OF THE INDEMNIFIED PARTY'S OWN NEGLIGENCE.

10. **Limitation of Liability.** RA SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND CUSTOMER DOES HEREBY WAIVE AND RELEASE ALL CLAIMS IN CONNECTION WITH, ANY DAMAGE, FAILURE, IMPACT, OR LOSS TO OR OF ANY HARDWARE UNIT OR COMPATIBLE MOBILE DEVICE, ANY SOFTWARE OR FIRMWARE INSTALLED THEREON, OR ANY MANUFACTURER WARRANTY RIGHTS RELATING THERETO (INCLUDING ANY VOIDED WARRANTIES) ARISING OUT OF OR RESULTING FROM THE PROVISION, INSTALLATION, OR UPDATE OF THE RA PLATFORM OR THE SERVICES. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING APPLY EVEN IN RESPECT OF RA'S NEGLIGENCE.
11. **Modifications to this Agreement.** This Agreement may only be modified by a writing signed by both Parties; provided that, notwithstanding anything in the Agreement to the contrary. Customer agrees that RA may stop supporting previous versions of the RA Platform upon availability of an updated version or any time thereafter. RA may suspend or discontinue, temporarily or permanently, the RA Platform, with or without notice, in each case without liability to Customer.
12. **Export Restrictions.** Customer acknowledges that the RA Platform and the Services may be subject to all applicable export restrictions of various countries. Customer agrees to comply with all applicable international and national laws that apply to the RA Platform and the Services, including all the applicable export restriction laws and regulations.
13. **Equitable Relief.** Customer agrees that RA will have no adequate remedy at law in the event Customer breaches or threatens to breach this Agreement and, accordingly, that RA (in addition to any legal or other remedies available to RA) may seek injunctive or other equitable relief to remedy or prevent such breach without requirement of a bond or notice, and Customer agrees not to object or defend against such action on the basis that monetary damages would provide an adequate remedy.
14. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party. Customer may not assign this Agreement, in whole or in part, without the prior written consent of RA, except in connection with Customer's assignment of the entire Agreement in accordance therewith. Any attempted assignment or other transfer of this Agreement, including any rights or obligations hereunder, in violation of this Agreement shall be void and of no force or effect. In the event that RA consents to an assignment, Customer shall remain liable for all obligations under this Agreement that Customer incurred prior to the effective date of the assignment.
15. **No Third Party Beneficiaries.** Except as expressly set forth in this Agreement, this Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors

and assigns. Nothing herein, express or implied, shall confer, or shall be construed to confer, any rights or benefits in or to any other person.