

MASTER LICENSE AND SUPPORT SERVICES AGREEMENT

Standard Terms and Conditions — Incorporated by Reference into the License Schedule

These Master License and Support Services Terms and Conditions (the "**Agreement**") are entered into between the Smartstream Technologies entity ("**Supplier**") and the customer ("**Customer**") that are identified in a License Schedule executed by both parties. Each of Supplier and Customer are hereinafter referred to as a "**Party**" and together as the "**Parties**." These Terms and Conditions are incorporated by reference into and form part of the License Schedule. By signing the License Schedule, Customer agrees to be bound by these Terms and Conditions. The License Schedule and these Terms and Conditions together constitute the entire agreement between the Parties with respect to the subject matter hereof and shall be read together as a single document. In the event of any inconsistency between the terms of the License Schedule and these Terms and Conditions, the terms of the License Schedule shall prevail to the extent of such inconsistency. These Terms and Conditions are effective as of the date of the License Schedule ("**Effective Date**").

1. DEFINITIONS

"**Annual Subscription Fees**" means the annual fees to be paid by Customer to Supplier in consideration of the Software License and the Software Support Services, as set forth in the applicable License Schedule.

"**Affiliate**" means any entity controlling, controlled by, or under common control with a Party. As used herein, "control" means the direct or indirect ownership of more than fifty percent (50%) of the issued and outstanding voting shares of an entity.

"**Concurrent Users**" means users authorized to access the Software at a given point in time, as set forth in the License Schedule.

"**Customer Data**" means information pertaining or related to the Customer, provided by or made available by Customer in connection with this Agreement.

"**Confidential Information**" means any non-public information pertaining to the Disclosing Party that is disclosed to or accessed by the Receiving Party in connection with this Agreement, including: (i) if Supplier is the Disclosing Party, the Software Materials, the Services and their output, and all related methods, concepts, tools and know-how; (ii) the terms and conditions of this Agreement; (iii) the Disclosing Party's current or prospective business affairs or plans, work methods and clients; and (iv) any and all information which is identified by the Disclosing Party as confidential or which should reasonably be considered as confidential. Confidential Information of Supplier shall include Confidential Information of Supplier's Affiliates.

"**Customer Site**" means the Customer's location(s) as set forth in the License Schedule, which may be changed from time to time at Customer's request, subject to Supplier's prior written consent.

"**Defect**" means a non-conformity of the Software with the Documentation.

"**Delivery Date**" means the date on which the Supplier delivers or otherwise makes the Software available to the Customer.

"Delivery Location" means the Customer's location where Supplier's products or services are to be delivered.

"Designated System" means the Customer's equipment, operating software platform, database and servers, as set forth in the License Schedule, on which the Software will be used and/or tested at the Customer Site.

"Disclosing Party" means the Party disclosing Confidential Information.

"Documentation" means Supplier's standard user manuals, as pertaining to the Software licensed herein, provided to Customer in connection with this Agreement.

"Engagement Authorization Form" or "EAF" means a short form document setting forth the Professional Services to be provided by Supplier with respect to a specific project.

"Enhancements" means any Service Pack, bug fix, addition to or further development of an existing feature or capability of the Software (but excluding any new module or new functionality), provided to Customer as part of the Software Support Services.

"Index" means the applicable consumer price index as set forth in the License Schedule.

"License Schedule" means the order form executed by Customer which incorporates these Terms and Conditions by reference, and which sets out the commercial terms of the engagement including the Software licensed, the Designated System, the Subscription License Term, and the applicable fees.

"Professional Services" means any services other than Software Support Services that Supplier may provide at Customer's request and which may include installation, customization, software development, data conversion, project management, implementation, training, and general advice and guidance, as may be more specifically set forth in the applicable EAF or SOW.

"Professional Services Day" means eight (8) working hours between 8.00am and 8.00pm local time at Customer's Site, excluding weekends and holidays. Work outside the above hours shall be considered overtime and charged and paid at a rate of 2 times the regular hourly rate. Supplier shall have no obligation to provide overtime work unless Supplier has so agreed in writing.

"Professional Services Fees" means the fees to be paid by Customer for the Professional Services.

"Professional Services Site" means the Customer's location where the Professional Services are carried out.

"Professional Services Warranty Period" means, where applicable, a thirty (30) day period starting on the date of completion of the Professional Services as notified by Supplier to Customer.

"Receiving Party" means the Party receiving Confidential Information.

"Service Pack" means a maintenance upgrade to a then-current Software release, containing fixes to known faults.

"Services" means the Software Support Services and the Professional Services.

"Software" means the software, in object code form, licensed to Customer as set forth in the applicable License Schedule, and any Enhancements thereto.

"Software License" means the Customer's right to use the Software.

"Software Materials" means the Software and the Documentation.

"Software Support Services" means the Software maintenance services provided by Supplier as more specifically described in Annex I.

"Statement of Work" or **"SOW"** means a document setting forth the Professional Services to be provided by Supplier with respect to a specific project, including pricing and payment terms. The terms of this Agreement referring to a SOW shall be deemed to equally refer to an EAF, and vice versa.

"Subscription License" means Customer's right to use the Software and receive the Software Support Services based on a recurring fee subscription model.

"Subscription License Term" means the initial term of a Subscription License as set forth in the applicable License Schedule, and any renewal thereof.

"Support Hours" means the hours and days (excluding public holidays and bank holidays) during which the Software Support Services shall be provided, as set out in the applicable License Schedule.

"Third Party Items" means equipment and/or software items that are procured by Customer directly from third parties and used in conjunction with the Software or the Services.

"Warranty Period" means a period of ninety (90) days starting on the Delivery Date of the Software.

2. AGREEMENT SCOPE

The Parties intend for this Agreement to govern the purchase by Customer of Software Licenses, Software Support Services and Professional Services over time. Accordingly, and unless otherwise specified herein, the terms of this Agreement shall be considered general in nature and shall apply to any future License Schedules, EAFs or SOWs (as applicable).

3. SCOPE AND RESPONSIBILITIES

3.1 License Scope

Subject to the terms of this Agreement, Supplier hereby agrees to grant Customer a personal, limited, non-exclusive, non-transferable license to (i) load, execute, employ, utilize, store and/or display the Software, in whole or in part, on the Designated System, and (ii) utilize, store, and display the Documentation; in both cases as may be more specifically set forth in the License Schedule, solely for Customer's internal operational business purposes and in accordance with the terms of this Agreement.

3.2 Usage Limitations

Customer shall not use the Software except as set forth in this Agreement. Without prejudice to the generality of the foregoing, Customer shall not, and shall not cause or permit anyone to:

- use the Software for sub-licensing, time-sharing, rental, facilities management application or provision of a service bureau;
- in whole or in part perform the decompilation, disassembly or reverse engineering of the Software;
- allow any third party to use the Software without Supplier's prior written consent;
- perform data extraction for AI training purposes, or perform knowledge extraction for AI model distillation;
- disclose, publish, or otherwise make available to any third party the results of any performance evaluation or comparative analysis of the Software, whether conducted alone or in combination with any third party product or service, without Supplier's prior written consent; or
- take any steps to prevent, restrict or interfere with Supplier's collection of metadata or aggregated/anonymized data as permitted under Clause 8A.1.

Supplier reserves all rights not explicitly granted herein.

3.3 Equipment Changes

Customer may temporarily transfer the Software to a back-up computer if the Designated System is inoperable. Customer may change the Designated System upon request and subject to Supplier's prior written consent, not to be unreasonably withheld. Customer acknowledges and agrees that depending on the nature of the change, additional fees may be charged and payable.

3.4 Non-Production Use

Customer may make copies of the Software Materials, in whole or in part, as reasonably necessary for operational security and disaster recovery only, provided that Customer shall not at any time use the Software on the Designated System and the disaster recovery system simultaneously. Customer shall keep an accurate and complete record of the number and location of all copies of the Software and shall permit Supplier to inspect such records at all times. Customer may use the Software for its own testing purposes (including to test its disaster recovery system) on the Designated System, provided that Supplier is so notified in writing in advance and provided that the permitted number of Concurrent Users is not exceeded at any time.

3.5 Non-transferable License

This Agreement and the Software License granted hereunder are personal to Customer and may not be transferred or extended whether by merger, acquisition, share purchase, asset purchase or otherwise. In case of occurrence of any such events affecting the Customer, this Agreement and the Software License shall continue to apply to Customer's legal entity that is a party to this Agreement only. Any extension of the Software License as a result of or in connection with any such events shall be subject to the mutual written agreement of the Parties and to payment by Customer of additional fees.

3.6 Software Installation and Implementation; Responsibilities

Customer shall be solely responsible for the selection, purchase, installation, maintenance and operation of the Designated System and of all related communication lines and networks and shall ensure their compliance with the Software operating requirements as may be specified by Supplier from time to time. At Customer's request, Supplier may carry out the installation of the Software as a Professional Service, provided that Supplier shall not be responsible for any delays due to the Designated System or to communications lines and networks, or for anything that is not within the specific scope of Supplier's responsibility as set forth in the applicable SOW or EAF. Customer shall provide Supplier with any information Supplier may reasonably require regarding the Designated System, including but not limited to power rating, make, model and serial number(s).

3.7 Professional Services Collaboration

Customer understands and acknowledges that its active collaboration, timely decision-making and commitment of appropriate human and material resources are of critical importance to the completion of the Professional Services. In addition to performing any particular tasks and providing any particular items as may be specified in a SOW, Customer shall supply Supplier's on-site personnel with suitable office space, desks, storage, furniture and other normal office equipment support, including adequate computer resources, telephone service, postage, copying, typing and general office supplies which may be necessary in connection with Supplier's performance of the Professional Services.

4. TERM AND TERMINATION

4.1 Agreement Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until its termination in accordance with the terms herein.

4.2 SOW Term

Each SOW shall commence on the date set forth in it and shall continue until its completion or as otherwise set forth in the SOW. The Professional Services shall be carried out on a time and materials basis and accordingly, any timetable for completion of the Professional Services shall be an estimate only. Termination of a SOW shall not in and of itself affect other SOWs which shall remain in effect in accordance with their terms. Promptly upon termination of a SOW for any reason, all amounts owed by Customer for Professional Services rendered and expenses incurred in connection with such services shall become immediately due and payable.

4.3 License Schedule Term

The Subscription License Term shall commence on the date and shall last for the period as set forth in the License Schedule, after which time the Term shall automatically renew for consecutive 1-year periods, unless written notice of non-renewal is provided by either Party to the other no less than six (6) months prior to the expiration of the then-current Term. Termination of a License Schedule shall not in and of itself affect other License Schedules which shall remain in effect in accordance with their terms.

4.4 Termination for Dissolution, Liquidation and Similar Events

Either party may terminate this Agreement at any time with immediate effect by giving written notice to the other Party if a petition is presented by or on behalf of the other Party for winding up, or if a liquidator, receiver or administrative receiver or administrator is appointed for any or all of the other Party's assets or business, or if an order or resolution is made for the other party's dissolution or liquidation, other than for the purpose of solvent amalgamation or reconstruction.

4.5 Termination and Suspension for Breach

Either Party may terminate this Agreement, a License Schedule or a SOW in case of material breach of any of their provisions, as applicable, by the other Party, if such breach is not cured within thirty (30) days of written notice by the non-breaching Party. The non-breaching party shall not during the cure period do anything to impede or hinder correction of the breach. In case of termination by Supplier due to a breach by Customer, Customer shall immediately pay to Supplier all amounts due under this Agreement including those that would have become due during the remaining Subscription License Term had the Agreement not been terminated.

4.6 Accrued Rights and Obligations

Termination of this Agreement, or of a License Schedule or of a SOW as the case may be, shall not affect the rights or liabilities of the Parties that have accrued at the date of termination.

4.7 Post-Termination Effects

Upon termination of this Agreement all rights granted to Customer under this Agreement shall terminate. Promptly upon termination of this Agreement or of any applicable License Schedule, Customer shall: (i) immediately stop using the Software; (ii) at Supplier's option either return or destroy any and all copies of the Software Materials; and (iii) certify that it has complied with (i) and (ii) by delivering written certification to Supplier to that effect no later than ten (10) days from termination. Termination of this Agreement shall not impact any then-pending SOW which shall continue to be governed by the terms of the Agreement through its completion.

5. FEES AND PAYMENT

5.1 Subscription License

The first year's Annual Subscription Fees shall be invoiced in accordance with the terms set forth in the applicable License Schedule or, in the absence of any such terms, immediately upon execution of the License Schedule. Thereafter, the Annual Subscription Fees shall continue to be paid annually in advance and may be invoiced as early as thirty (30) days prior to the expiration of the then-current Subscription Term. Supplier shall be entitled to increase the Annual Subscription Fees no more than once in any twelve (12) month period in accordance with the increase in the then-current Index.

5.2 Professional Services

Professional Services fees shall be calculated based on the number of Professional Services Days (or part thereof) worked, as set forth in the SOW, and shall be invoiced monthly in arrears. Costs and expenses shall be invoiced as they occur. Professional Services shall be carried out on a time and materials basis and accordingly Supplier shall have no obligation to complete the whole or

any part of the Professional Services for a fixed or verifiable amount, and any such amount shall be deemed to be an estimate only.

5.3 Suspension for Non-Payment

Without prejudice to its rights under Clause 4.5 of this Agreement, Supplier shall be entitled to suspend the Software Support Services or the Professional Services, as the case may be, if Customer fails to make any payments owed to Supplier in connection with such services timely and in full, provided that Supplier has notified Customer of such failure in writing and such failure continues for fifteen (15) days from the date of the notification. Service suspension shall not release Customer from its payment obligations or from any of its obligations under this Agreement. Customer acknowledges and agrees that Supplier shall not be responsible for any delays, claims, costs or other liabilities arising from or relating to such service suspension; and that any delivery timeline set forth in an applicable SOW shall be extended by a period equal to the period that the Professional Services were suspended.

5.4 Expenses

Customer shall reimburse Supplier for all reasonable costs and expenses as incurred in the performance of this Agreement. Supporting documentation shall be provided at the request of Customer.

5.5 Payment Timing and Late Payments

All payments shall be made by Customer within thirty (30) days of the date of Supplier's invoice. Should Customer fail to pay any amounts owed to Supplier timely and in full, Supplier shall be entitled to charge interest on such amounts at the rate of one and a half (1.5) percent per month. Interest shall be calculated on a daily basis and on a cumulative basis, with interest on overdue interest calculated at the above rate from the date such payment was first due until the date payment is received. In addition, for any default in payment of the amounts due hereunder, Supplier shall also be entitled to recover reasonable legal fees and expenses, including but not limited to the costs of collection and enforcement of any judgment obtained against Customer.

5.6 Acceleration

Supplier shall have the right to accelerate all sums due under this Agreement for the duration of the term of this Agreement in the event of any default in payment of any sum owed by Customer. The full amount of fees set forth in this Clause 5, plus accrued interest, shall be due and payable upon the acceleration of the obligations owed by Customer to Supplier as a result of Customer's default in payment under this Agreement.

5.7 No Cap Applicable

For the avoidance of doubt, Customer's payment obligations shall not be subject to any liability cap pursuant to this Agreement or otherwise.

6. TAXES

Fees shall not include any taxes, levies, duties or similar assessments, present or future, including but not limited to value-added, sales, use or withholding taxes, based on or arising from this

Agreement (collectively "**Taxes**"). Customer shall be responsible for paying all such Taxes at the rate and in the manner prescribed by law. Customer shall not be liable for any taxes based on Supplier's net income. Unless another Delivery Location is set out in the applicable License Schedule, EAF or Statement of Work, Customer's address as set forth in the License Schedule shall be deemed to be the Delivery Location for tax purposes, and Supplier may include such address as the Delivery Location in its invoices. Customer shall notify Supplier without undue delay and in writing of any changes or additions to the Delivery Location.

7. AUDIT

Supplier may from time to time request Customer to provide a written certification stating that Customer's use of the Software is in full compliance with the terms of this Agreement and of any applicable License Schedule, and Customer shall provide such certification promptly.

Furthermore, subject to at least ten (10) business days' prior written notice, except where Supplier reasonably suspects a material breach of this Agreement or the applicable License Schedule in which case no minimum notice period shall apply, Supplier shall have the right to inspect any Customer Site to verify that Customer's use of the Software complies with the terms of this Agreement and of the applicable License Schedule, and Customer shall provide Supplier with reasonable cooperation in connection with any such inspection. In addition, Customer agrees, at Supplier's request, to run annually audit scripts provided by Supplier against its production database to extract and report on Customer's then-current usage, for purposes of comparison against use as permitted by this Agreement. If as a result of any inspection described herein Supplier determines that the use of the Software exceeds the permitted use or is otherwise not compliant with the terms of this Agreement, then without prejudice to Supplier's other remedies under this Agreement, Supplier shall have the right to invoice Customer in accordance with Supplier's then-current license fees plus any applicable interest and Customer shall promptly pay all such charges, and in case of an on-site audit, reimburse Supplier for all reasonable costs and expenses incurred in performing the inspection.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Software Materials

Customer acknowledges and agrees that all rights, title and interest, including all intellectual property rights of whatever nature in and to the Software Materials and any derivative works thereof, suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Software Materials shall remain the sole and exclusive property of Supplier or of its authorized licensors and are not transferred to Customer. Customer shall notify Supplier immediately upon becoming aware of any unauthorized use of the Software Materials.

8.2 Professional Services

Customer acknowledges and agrees that all rights, title and interest, including intellectual property rights of whatever nature in the Professional Services and in any inventions, discoveries, software or other works of authorship and other proprietary materials (the "**Works**")

developed by Supplier or its personnel or subcontractors in the course of Supplier's performance of the Professional Services shall remain the sole and exclusive property of Supplier and are not transferred to Customer, regardless of any participation, assistance or cooperation by Customer. Supplier shall have the right to incorporate the Works in its programs and/or in its work and services, including for other customers of Supplier. Without prejudice to the foregoing, subject to payment by Customer of the applicable Professional Services Fees, Supplier shall grant Customer a perpetual, non-exclusive, non-transferable license to use the Works for Customer's internal business operations only. Nothing in this Agreement shall be construed as preventing Supplier or Supplier's personnel from using the techniques and skills of computer programming and design used and/or enhanced in the course of the performance of the Professional Services for Supplier's purposes.

8.3 Intellectual Property Infringement

Supplier shall defend or, at its option, settle any claim brought against Customer by a third party to the extent arising from an infringement by the Software Materials or the Works, in both cases as delivered by Supplier, of any European Union, United Kingdom, United States or Canadian copyright, patent, or registered design ("**Infringement Claim**"), and shall pay all costs (including reasonable legal fees) and damages finally awarded against Customer by a court of competent jurisdiction in connection with the Infringement Claim. The foregoing obligations shall be subject to the following conditions: (i) Customer has not breached any terms of the Agreement; (ii) Customer has made no admission with respect to the Infringement Claim; (iii) Customer promptly notifies Supplier of the Infringement Claim in writing; (iv) Customer gives Supplier sole control of the defense and/or settlement of the Infringement Claim; (v) Supplier retains all amounts recovered; and (vi) Customer assists Supplier in every reasonable manner as required by Supplier in connection with the Infringement Claim.

8.4 Infringement Exceptions

Supplier shall have no liability for any Infringement Claim arising in connection with:

- use of a release or version of the Software other than Supplier's then-current release or version;
- the combination, operation, or use of the Software with software, equipment or other materials not provided by Supplier;
- use of the Software other than on and in conjunction with the Designated System;
- in the case of Works, Supplier's compliance with a model, design or instruction provided by Customer; or
- a modification of the Software Materials or the Works that was not made by Supplier.

8.5 Infringing Software Materials Replacement

In case of an Infringement Claim, Supplier may at its sole option: (i) obtain a license for Customer to continue using the Software Materials on the same terms as set forth in this Agreement or the applicable License Schedule; or (ii) replace the Software Materials with similar non-infringing products with similar core functionality. If Supplier is unable to provide either of the above options then Supplier may terminate the Software License with respect to the

infringing Software Materials, in which case Customer shall promptly return to Supplier all copies of such Software Materials and Supplier shall pay Customer an amount equal to the prepaid fees, if any, paid by Customer for the infringing and returned Software Materials for the remainder of the term.

8.6 Exclusive Remedies

The remedies provided in this Clause 8 are Customer's sole remedy and Supplier's exclusive liability in connection with any Infringement Claim.

8A. SUPPLIER AI DATA RIGHTS

8A.1 Metadata and Aggregated Data

Supplier reserves the right to collect and use Customer metadata (including behavioral telemetry, database schema, and usage data) and aggregated and/or anonymized data derived from Customer's use of the Software and Services at all times, including after termination of this Agreement, for any purpose including AI and machine learning model training, product improvement, and benchmarking. Such use shall not require further consent from Customer provided the data does not identify Customer or any individual. For the avoidance of doubt, Supplier's right to collect such metadata is contingent on Supplier having access to Customer's Designated System, whether through remote access as provided in Annex I or otherwise, and Customer shall not take any steps to prevent or restrict such collection where such access has been granted.

8A.2 Customer Transactional Data

To the extent that Supplier has access to Customer transactional data through the provision of Software Support Services or Professional Services, Supplier may use such data to train AI and machine learning models for the Customer's benefit. Supplier shall not apply the specific results of such training directly to other customers' environments, though Supplier retains the right to incorporate general learnings and improvements derived from such training into its broader AI models, Software, and Services.

8A.3 AI Output and Intellectual Property

Where the Software or any related services incorporate AI tools or generate AI-assisted outputs ("**AI Output**"), Customer shall have a perpetual, royalty-free license to use AI Output generated through its licensed use of the Software. All intellectual property rights in the AI tools, models, algorithms, and any improvements or derivatives thereof remain the exclusive property of Supplier. Nothing in this Agreement grants Customer any rights in the underlying AI models or algorithms.

8A.4 Survival

The rights granted to Supplier under this Clause 8A shall survive termination of this Agreement for any reason.

9. CONFIDENTIALITY

9.1 Confidentiality Obligations

All Confidential Information shall remain the sole property of the Disclosing Party. The Receiving Party shall use the same degree of care to safeguard the Confidential Information as it uses to safeguard its own Confidential Information but in no event shall such care be less than reasonable care. The Receiving Party shall not use the Confidential Information for any purpose other than as authorized in connection with this Agreement. The Receiving Party shall keep the Confidential Information of the Disclosing Party strictly secret and confidential and shall not disclose it except on a need-to-know basis, and then only to such of its employees, agents, and sub-contractors that are under obligations of confidentiality no less onerous than those contained in this Agreement, always provided that the Receiving Party shall be responsible for any breach of confidentiality by such employees, agents and contractors as if it were its own. Supplier may provide certain of the Services hereunder through one or more of its Affiliates, in which case Supplier may disclose information related to the Customer (which may include Customer's Confidential Information) to such Affiliates on a need-to-know basis.

The confidentiality obligations hereunder shall not apply to information that: (i) is in the public domain through no breach of this Agreement; (ii) is rightfully received from a third party with no obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party; (iv) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; or (v) is produced or must be produced in compliance with applicable law or a court order, provided that to the extent permitted by applicable law, the Disclosing Party is given prior notice and opportunity to intervene in the applicable proceedings.

9.2 Equitable Remedies

Nothing in this Agreement shall limit in any way the Disclosing Party's right to seek and obtain injunctive and other equitable relief against the Receiving Party or any third party as a result of a breach of Clause 9.1.

10. WARRANTIES

10.1 Software Warranty

Supplier warrants that for the duration of the Warranty Period the Software shall operate substantially in conformity with the Documentation. Supplier does not warrant that the operations of the Software will be uninterrupted or error free, or that all errors will be corrected, or that the Software will meet Customer's specific requirements, or that the Software will function in an operating environment other than the Designated System.

10.2 Professional Services Warranty

Supplier warrants that the Professional Services shall be performed by experienced personnel in a professional manner using the reasonable skill and care of a competent provider of computer software and related services.

10.3 Remedies

Supplier's sole obligation and Customer's sole remedy with respect to any Software Warranty breach shall be for Supplier, at its option, to: (i) correct the relevant part of the Software; (ii) replace the relevant part of the Software; or (iii) if neither (i) nor (ii) can be achieved, refund a prorated portion of the Software License Fees corresponding to the amount paid by Customer with respect to the portion of the Software found to be in breach. Supplier shall have no obligation under this Clause unless it has received written notification by Customer of the breach in question before the expiration of the Warranty Period and in sufficient detail to allow Supplier to identify and replicate the non-conformity and correct the same.

10.4 Disclaimer

The warranties explicitly stated herein are the only warranties provided in connection with this Agreement, any applicable License Schedules and SOWs or EAFs, and are in substitution for any representation or warranty which may have been made by Supplier or any personnel or agents of Supplier prior to the signing of the License Schedule. EXCEPT AS EXPLICITLY PROVIDED IN THIS CLAUSE 10, SUPPLIER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY SOFTWARE OR SERVICES OR WORKS PROVIDED BY OR ON BEHALF OF SUPPLIER. EXCEPT AS EXPLICITLY PROVIDED IN THIS CLAUSE 10, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE MATERIALS AND THE WORKS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPLICITLY PROVIDED IN THIS CLAUSE 10, SUPPLIER HEREBY EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

The maximum amount of Supplier's liability to Customer in any way arising from this Agreement shall be limited in the aggregate to the Annual Subscription Fees or in the case of liability arising from Professional Services, the Professional Services Fees paid by Customer to Supplier within the 12-month period prior to the event giving rise to liability. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COMPENSATORY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF DATA OR LOSS OF INFORMATION OF ANY KIND, OR FAILURE TO REALISE EXPECTED SAVINGS HOWSOEVER CAUSED, WHETHER CLAIMED IN CONTRACT OR IN TORT OR OTHERWISE AND WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF IN ADVANCE.

12. FORCE MAJEURE

12.1 Scope

Neither Party shall be responsible for failure to fulfil its obligations under this Agreement for causes beyond its reasonable control (including war, lock-out, power failure, fire, strike, riots,

acts of a civil or military authority, acts of God, acts of Governments, epidemic, pandemic, judicial action, inability to secure necessary materials, and delay or failure of performance by such Party's supplier or sub-contractor), provided that the Party affected by force majeure shall promptly inform the other Party of the nature and extent of the circumstances giving rise to force majeure and shall use reasonable efforts to mitigate its effect.

12.2 Termination

If any event of force majeure continues for a period exceeding two (2) months, the Party not in default may by written notice to the other Party terminate this Agreement (or the applicable License Schedule or SOW) with immediate effect. Neither Party shall have any liability to the other in respect of such termination, provided that promptly on termination all amounts due to Supplier for services rendered shall become immediately due and payable.

13. MISCELLANEOUS

13.1 Entire Agreement

This Agreement, together with the License Schedule and any SOWs or EAFs, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between the Parties relating to such subject matter. This Agreement may only be amended or modified by a written document setting forth the amendments or modifications and signed by authorized officers of both Parties. In the event of any inconsistency between the terms of this Agreement and the terms set out in a License Schedule or in a SOW, the terms of the License Schedule or of the SOW, respectively, shall prevail to the extent of such inconsistency.

13.2 No Third-Party Rights

This Agreement may not be enforced by any person or entity who is not explicitly named in this Agreement as a party to it.

13.3 Press Release and Marketing

Customer shall at Supplier's request accept reasonable reference visits and invitations to speak at speaking engagements. Customer agrees to the publication by Supplier of a Customer profile and press release advertising the existence of this Agreement. Supplier may use the name and the logo of Customer for marketing purposes, including on Supplier's homepage, presentations and reference lists.

13.4 Access by Affiliates

From time to time, Supplier's Affiliates may access Customer Data for the purpose of increasing process efficiency and optimization of the services provided or to be provided to Customer.

13.5 Notices

Any notice to be given under this Agreement shall be given in writing and shall be deemed to have been duly given: (i) if personally delivered, on the date of such delivery; or (ii) if sent by overnight express or registered or certified mail (with return receipt requested), on the date of

receipt of such mail at the address set out in the License Schedule or at such other address as a Party may from time to time designate by written notice to the other. For clarity, any communication or notification by Supplier regarding fees and payments, including but not limited to invoicing, indexation information, and interest, may at Supplier's option be delivered by email, in which case no other form of delivery shall be necessary.

13.6 Waivers and Releases

A party's failure to exercise or delay in exercising any of its rights under or in connection with this Agreement shall not operate as a waiver or release of those rights unless explicitly designated as such in writing by the waiving party. A waiver or release granted by either party in accordance with this Clause 13.6 shall not be construed as a general waiver of its rights or remedies with respect to any future breach of the rights being waived or of any other rights.

13.7 Severability

If any provision of this Agreement is held invalid or unenforceable then the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

13.8 Assignment

This Agreement may not be assigned or transferred by Customer, in whole or in part, without the prior written consent of Supplier. Any attempt to assign or transfer any of the rights, duties or obligations under this Agreement without the prior written consent of Supplier shall be null and void. Supplier shall be entitled to assign or otherwise transfer its rights or obligations under this Agreement, in whole or in part, to Supplier's Affiliates without Customer's prior written consent.

13.9 Non-Solicitation

Customer shall not during the term of this Agreement and for twelve (12) months thereafter directly or indirectly employ or solicit the employment of any personnel of Supplier that was directly involved in the performance of this Agreement.

13.10 Survival

The provisions set forth in Clauses 1, 2, 4, 5, 7, 8, 8A, 9, 10, 11, 13 shall survive termination of this Agreement for any reason.

13.11 Interpretation

Headings used in this Agreement are for descriptive purposes only. As used in this Agreement, "including" means "including without limitation."

13.12 Governing Law, Dispute Resolution and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, or, if Supplier is Smartstream Technologies Inc., with the laws of New York, in each case without regard to any principles of conflicts of law. Any dispute arising out of or related to this Agreement shall be submitted to a court of competent jurisdiction sitting in London, England, or, if Supplier is Smartstream Technologies Inc., to a court of competent jurisdiction sitting in New York County, New York (U.S.A.), and the Parties hereby irrevocably agree to the jurisdiction of each such court. The United Nations Convention on the Sales of Goods shall not apply to this Agreement.

13.13 Bankruptcy

Customer acknowledges that the license granted hereunder is a non-exclusive license, and that in the event that Customer files for bankruptcy or is placed into bankruptcy involuntarily, Customer shall not assume, assign or otherwise transfer or sell its non-exclusive license with Supplier without Supplier's written consent.

13.14 Acceptance

These Terms and Conditions are incorporated into and form part of the License Schedule. By signing the License Schedule, Customer confirms that it has read, understood and agrees to be bound by these Terms and Conditions. No signature is required on this document separately.

ANNEX I — SOFTWARE SUPPORT SERVICES

1. GENERAL TERMS

1.1 Supplier shall use reasonable efforts to provide advice and assistance as soon as reasonably practicable taking availability of resources, other commitments and seriousness of the reported problem into account. Software Support Services shall be limited to Supplier's then-current generally available release of the Software, and always provided that said Major Release is running on a Designated System supported by Supplier. Customer shall submit all support requests promptly and in accordance with such reasonable reporting methodology as Supplier may from time to time notify to Customer, and shall provide Supplier with any information that Supplier may reasonably require.

1.2 Supplier shall use reasonable efforts to correct a Defect or provide a workaround, provided that the Defect has been notified by Customer promptly in writing and in sufficient detail for Supplier to identify and replicate it. Any correction will be made only to the then-current generally available release of the Software. Supplier shall from time to time provide Service Packs.

1.3 Supplier's obligation to provide the Software Support Services is subject to Customer carrying out archiving in accordance with Supplier's guidelines.

2. ENHANCEMENTS

From time to time, Supplier may in its sole discretion develop Enhancements to the Software. Supplier shall provide such Enhancements to Customer as part of the Software Support Services and at no additional charge (other than the Annual Software Support Fees or Subscription Fees, as the case may be), provided that the Software being used by Customer is Supplier's then-current generally available release of the Software, and that the storage and processing capacities of the Designated System are compatible with the Enhancements. Enhancements installation, related software conversion and any training, consulting or other services rendered by Supplier to Customer in connection with the Enhancements shall be charged to and paid by Customer at Supplier's then-current Professional Services Fees.

3. REMOTE ACCESS

3.1 Except as otherwise provided herein, Supplier shall provide Software Support Services remotely. Customer shall provide remote access to enable Supplier to do so, including all necessary passwords and tools, and shall upgrade its remote access facility from time to time in accordance with Supplier's reasonable requirements. Supplier shall have no liability for any delay in the provision of the Software Support Services resulting from unavailability or inoperability of Customer's remote access facility. Supplier shall notify Customer promptly of any such unavailability or inoperability.

3.2 Supplier shall in its reasonable discretion determine whether it is necessary for the Software Support Services to be performed at Customer Site ("**On-Site Support**"). If On-Site Support is requested by Customer, or is otherwise determined to be necessary by Supplier, Customer shall pay Supplier's then-current Professional Services Fees for the applicable number of On-Site Support days (or part thereof) together with all reasonable expenses incurred in the provision of the On-Site Support.

4. THIRD PARTY ITEMS

Customer acknowledges and agrees that Supplier shall not be responsible for the repair of Third-Party Items that Customer may use in conjunction with the Software, and that any third-party software that may be needed to create, view or modify any reports and/or templates shall not constitute part of the Software. Customer shall be solely responsible to ensure that all appropriate licenses for any Third-Party Items are in place.

5. EXCLUSIONS

5.1 Software Support Services shall be limited to the services described herein. Without prejudice to the generality of the foregoing, such services shall not include:

- user education and training;
- implementation or installation assistance;
- consultation for new programs and equipment;
- correction of problems caused by operator errors (such as entering of incorrect data, use of incorrect data for posting, failure to follow recommended procedures and keeping inadequate back-up);
- correction of errors attributable to Third Party Items (at Customer's request, assistance with respect to such errors may be provided on a reasonable effort basis);
- database administration services;
- assistance to Customer if Customer is using the Software on or in conjunction with equipment and operating system software which is not the Designated System and which has not been approved by Supplier;
- changes made to the Software by any party other than Supplier or under Supplier's direction and prior written consent;
- provision of Software Support Services to Customer outside of Support Hours;

- upgrade scripts; or
- support of all data fields included in messages of market data vendors or custodians such as but not limited to Bloomberg, Reuters, EDI, FTID or SWIFT.

5.2 Customer shall be responsible for database administration and other operating system and network housekeeping operations such as the monitoring of disk utilisation and file sizes, log file maintenance, security and archiving, and shall maintain a comprehensive backup and recovery procedure for the Software and all data files. Customer shall exercise reasonable discretion when determining the frequency of such back-ups and shall where possible ensure that a copy of the full backup is kept off-site for a reasonable period of time.

v1 — May 2026 | These Terms and Conditions are incorporated by reference into the License Schedule and do not require separate execution.