



SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Software as a Service ("SaaS") Subscription Agreement is made and entered into between Figure Eight Federal LLC ("Figure Eight" or "FE") and "Customer", as provided herein below (each a "Party", together the "Parties"). This Agreement, including any exhibits and order forms issued hereunder (the "Agreement"), sets forth the terms and conditions pursuant to which Customer is permitted to access Figure Eight's proprietary web-based "Software-as-a-Service" technology platform ("Platform" or "Software") which enables large data projects to be reduced into smaller units of work, which units are then made available through the Platform to "contributors" who will perform these units of work. This Subscription Agreement shall apply to all subsequent Order Forms executed by Figure Eight and Customer. "Order Form" shall mean Figure Eight's standard form for ordering access to Figure Eight's Platform, which has been completed and executed by both parties, and which specifies the scope and schedule of Platform Access for Customer and all applicable fees. Each Order form entered into hereunder shall be governed by the terms of this Agreement.

The Parties agree as follows:

1. ADDITIONAL TERMS

1.1 "Named User" means a named individual, with a unique login email address, authorized or assigned by Customer to access the Service. The type and maximum number of Named Users paid for by Customer are listed on an Order Form. Customer may transfer the rights to a new Named User up to one time every three months, so long as the prior Named User discontinues all use of the Service and said transfer does not exceed the maximum number of Named Users authorized.

1.2 "Order Form" means that Figure Eight ordering document which references this Agreement and documents the specifics of Customer's order.

1.3 "Professional Services" means those consulting, education or training services offered to Customer as set forth on an Order Form issued under this Agreement. Each Order Form will state the nature, price and terms of the services provided by Figure Eight. All Professional Services are performed in a professional and workmanlike manner to industry standards.

1.4 "SaaS Term" means the period during which access to the Service is available to Customer including the Initial Term and any Renewal Terms (as each is defined herein).

1.5 "Service" means Figure Eight's proprietary web-based "Software-as-a-Service" technology platform, which technology has certain tracking capability for effectiveness in real time at a large scale and enables large data projects to be reduced into small tasks, units of work, which are then made available through the platform to contributors who will perform these units of work. Customer shall be solely responsible for obtaining the services of contributors to perform these units of work.

1.6 "Task" means a group of Units.

1.7 "Unit" or "Data Row" means a row of data or a line of information in "comma separated values" format or other format.

2. USE OF THE Figure Eight SERVICE

2.1 Use of the Figure Eight Service. Subject to the terms and conditions of this Agreement and up to the number of Units, Named Users and other restrictions as documented on the applicable Figure Eight Order Form, Figure Eight grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access the Platform solely in connection with Customer's internal business operations during the SaaS Term. Figure Eight reserves all rights, title and interest to the Platform, Service and Figure Eight documentation not expressly granted to Customer. Customer acknowledges that its access and use of the Software will be web-based only and accessed and used by Customer through the use of the Internet and Customer's computers. Service is available with Figure Eight's default settings with Customer being provided "tools" which they may utilize to configure the Software to "run" Tasks. Customer may place additional orders for Service on a Figure Eight Order Form which is subject to the terms and conditions of this Agreement. Each subsequent Order for Service requires the signatures of the Parties.

2.2 Customer Data. Customer shall retain all right, title and interest in and to documents, messages, graphics, images, files, data and other information transmitted by Customer to Figure Eight in connection with the Service (collectively, "Customer Data"). Customer retains control for images maintained on the Customer's equipment, but displayed in browsers by choice of the Customer. The Customer shall be responsible for the security and access control of images displayed in Customer's browsers. Figure Eight shall maintain security and access control over data uploaded into Figure Eight Services by



Customer's representatives. For clarity, Customer Data does not include non-identifiable aggregate data compiled by Figure Eight or data or information gathered by Figure Eight entirely from the public domain. Customer Data shall include annotations and other such information entered in the Figure Eight system by the Customer's representatives. Figure Eight will not be liable for any failure to perform Services that is caused by Customer's delay in or failure to provide Customer Data. Customer represents and warrants that it owns sufficient right, title and interest in and to the Customer Data to grant the license herein. Customer shall defend and indemnify Figure Eight for any third party claim that the Customer Data infringes or violates the intellectual property or other rights of a third party and from any actual or threatened third party claim arising out of or based upon Customer's use of the Service or Customer's breach of any of the provisions of this Agreement.

2.3 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, directly or indirectly, and will not permit or authorize third parties (including without limitation its contributors) to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software, documentation or data related to the Service, or modify, translate, or create derivative works based on the Software; (ii) rent, lease, or otherwise permit third parties to use the Services; (iii) use the Service to provide services to third parties (e.g., as a service bureau or timesharing); (iv) circumvent or disable any security or other technological features or measures of the Service or Platform; or (v) remove any proprietary notices or labels.

2.4 Customer Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the Service. Customer shall also be responsible for maintaining the security of the Equipment, including but not limited to Customer account passwords, Named User passwords and files.

2.5 Compliance with Laws. Customer agrees to use the Service for legitimate and lawful business purposes only. Customer will use the Services in compliance with all applicable laws and regulations including United States export and re-export control laws and regulations, including economic sanctions maintained by the US Treasury Department. Customer may not remove or export from the United States or allow the export or re-export of the Software or Service or any direct product thereof in violation of any restrictions, laws or regulations. Customer agrees to indemnify, to the fullest extent permitted by law, and hold harmless Figure Eight from and against any fines or penalties that may arise as a result of Customer's breach of this provision or otherwise from Customer's misuse of the Services. This clause shall survive termination or cancellation of this Agreement.

2.6 Protection against Unauthorized Use. Customer will use reasonable efforts to prevent any unauthorized use of the Service and immediately notify Figure Eight in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Service directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate such unauthorized use and will cooperate and assist with any actions taken by Figure Eight to prevent or terminate such unauthorized use of the Service.

2.7 Technical Support Services and Response Targets. For so long as Customer is current with its payment of the fees specified on the applicable Order Form and is compliant with terms herein, Figure Eight will use reasonable efforts to provide Customer with technical support services relating to the Service. Customers may request technical support by email to help@FigureEight.com staffed 8am-5pm PST, Monday through Friday, excluding holidays ("Hours"). Response targets are as below,

Priority Level	Response Target
Total Loss of Service	95% of requests responded to within two (2) Hours
Material or significant loss of Service	85% of requests responded to within four (4) Hours
Potentially Service affecting	75% of requests responded to within eight (8) Hours

2.8 Service Level Agreement ("SLA"). If in any calendar month SLA is below 99.5%, the Customer may be entitled to the following percentage credit:

Percentage Service Availability Per Calendar Month	Percentage Credit for such Month's Platform Access Fee
< 99.5% but >= 99%	10%
< 99% but >= 98.0%	20%
< 98.0%	30%

For purposes hereunder, "availability" exists unless the Service is not accessible to Customer due to (i) a



hardware failure of the Figure Eight server or (ii) a connection failure between the server hosting the Services and the closest Internet router. The period of unavailability shall be calculated based on the period from Customer notifying Figure Eight to Service being accessible. For clarity, SLA is not applicable (i) during periods of planned service, release windows, or scheduled or necessary maintenance, (ii) periods of non-availability due to force majeure, (iii) acts or omissions of either Customer or a third party, or (iv) during any period of suspension of Service by Figure Eight in accordance with the terms of the Agreement. Customer occasionally may experience reduced throughput during periods of high system utilization. During these times, Figure Eight shall use commercially reasonable efforts to rebalance loads to maximize throughput for Customer. Figure Eight will use an internal system to measure whether Service is available, and Customer agrees that this system will be the sole basis for resolution of any dispute that may arise on this matter. Figure Eight will make commercially reasonable efforts to schedule maintenance during non-peak hours.

2.9 Process for Refund related to SLA. Unless otherwise specified on the Order Form, Customer's remedies and the procedure for obtaining refunds in the event that Figure Eight fails to meet the availability metrics set forth above are as follows: (i) Customer must notify Figure Eight in writing of both the date and the amount of time the Service was unavailable within five business days of the end of the month in which such unavailability occurred. Upon confirmation by Figure Eight, Customer will receive the amount of refund for the affected month. Such refund may be reflected in the invoice following confirmation of the unavailability. The refunds described herein shall be the sole and exclusive remedy to Customer for any unavailability.

2.10 Third Party Applications. If Customer installs or enables third party applications for use with Services, Customer grants Figure Eight authority to allow providers of such applications to access Customer Data for the interoperation and support of applications with the Services. The Customer is liable for any breach of Privacy Laws resulting from such third party's access to Customer Data.

2.11 Feedback. If Customer provides any feedback to Figure Eight concerning the functionality and performance of the Services (including identifying potential errors and improvements), Customer hereby assigns to Figure Eight all right, title, and interest in and to the feedback, and Figure Eight is free to use the feedback without payment or restriction.

3. FEES AND PAYMENT

3.10 Fees and Payment Terms. Customer will pay Figure Eight the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes, as specified on the applicable Order Form ("Fees"). Fees are payable in advance. Figure Eight will commence charging for the Service on the Effective Date as provided on the applicable Order Form. Figure Eight will monitor Customer's actual usage of the Service, including data limits and number of Named Users, and in the event Customer's usage exceeds that documented on the applicable Order Form, Figure Eight shall bill Customer for such additional usage on a pro-rata basis for the remaining part of the SaaS Term. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Figure Eight to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

3.11 Taxes. Other than net income taxes imposed on Figure Eight, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Figure Eight after all such taxes are



paid are equal to the amounts that Figure Eight would have been entitled to in accordance with this Agreement as if the taxes did not exist.

4. **TERM AND TERMINATION**

4.10 Term. This Agreement will commence upon the Effective Date and shall be in effect during the provision of Service or until terminated pursuant to this section. Termination of this Agreement for any reason does not relieve Customer of Customer's obligation to pay Fees accrued prior to the effective date of termination. The term shall automatically renew on the renewal date unless either party provides notice of cancellation at least 30 days prior to the renewal date.

4.11 Termination. Upon written notice, either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days from date of written Notice specifying the nature of the breach. If Customer fails to timely pay fees, Figure Eight may, without limitation to any of its other rights or remedies, suspend performance of the Service until it receives all amounts due.

4.12 Post-Termination Obligations. If this Agreement is terminated for any reason, (i) Customer's use of the Platform shall immediately cease, (ii) Customer will pay to Figure Eight any fees that accrued prior to the effective date of the termination, and (iii) any and all liabilities accrued prior to the effective date of the termination and sections that by their nature are intended to survive expiration or termination of this Agreement shall so survive.

5. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, Figure Eight MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. FIGURE EIGHT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. FIGURE EIGHT DOES NOT WARRANT THAT (i) THE SERVICE IS ERROR-FREE OR THAT OPERATION OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED, OR (ii) INFORMATION PROVIDED THROUGH THE SERVICE WILL ALWAYS BE AVAILABLE. Figure Eight EXPRESSLY DISCLAIMS LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICE.

6. **Figure Eight INDEMNIFICATION OBLIGATION**

6.10 Indemnification. Figure Eight will indemnify, defend and hold harmless Customer for all costs, expenses, judgment and damages finally awarded in a court of competent jurisdiction, or by written settlement agreement signed by Figure Eight, including reasonable attorney's fees, arising from a "Claim" by a third party, not a Named User nor a Party to this Agreement, that the Platform used within the scope of this Agreement infringes a North America or European Union copyright, patent, or registered trademark provided that: (i) Customer notifies Figure Eight promptly in writing of the claim or threat of claim, (ii) Figure Eight has sole control of the defense and all related settlement negotiations, and (iii) Customer, at Figure Eight's expense, provides Figure Eight with assistance, information and authority necessary to perform the above. Figure Eight shall have no liability for any claim of infringement based on Customer Data. In the event the Service is held to infringe or Customer's use of the Service is enjoined, Figure Eight shall have at its option and expense the right to (i) modify the Service to be noninfringing; (ii) obtain for Customer authorization to continue using the Service; or (iii) if neither of the foregoing remedies is commercially feasible, Figure Eight shall terminate the Service and refund to Customer the pro rata portion of the applicable fees paid by Customer for the so infringing Service.

6.11 Exclusions from Obligations. Figure Eight will have no obligation under this Section 6 for a Claim that arises out of, is related to or is based upon (i) Customer Data, (ii) use of the Service in combination with other products or services if such Claim would not have arisen but for such combination; (iii) the Service is provided to comply with designs, requirements, or specifications required by or provided by Customer, if such Claim would not have arisen but for compliance with such designs, requirements, or specifications; (iv) use of the Service by Customer for purposes not intended or outside the scope granted to Customer; (v) Customer's failure to use the Service in accordance with instructions provided by Figure Eight, if the infringement or misappropriation would not have occurred but for such failure; or (vi) any modification of the Service through Customer's use of the "tools" or not made or authorized in writing by Figure Eight where such infringement or misappropriation would not have occurred absent such modification.

7. **LIMITATIONS OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, Figure



Eight WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF FIGURE EIGHT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL FIGURE EIGHT'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FIGURE EIGHT UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY FIGURE EIGHT TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; thus, the above limitation may not apply.

8. **DATA PRIVACY**

Customer acknowledges that information, including Customer Data, processed in the course of performing, using or accessing the Service may contain personally identifiable information of individuals and therefore involve the processing of personal data. Customer shall take all necessary measures to ensure that it, and all its employees, suppliers, customers and contractors are aware that personal data may be processed as part of the Service and Customer will have the required consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable privacy laws and/or regulations. Customer agrees and acknowledges that Figure Eight performs services on behalf of Customer and has no control or influence over the content of the Customer Data processed by the Service and Customer shall indemnify Figure Eight for any breach of data privacy laws therein.

9. **CONFIDENTIALITY**

For purposes hereunder, confidential information ("CI") shall mean the Figure Eight technology, the Platform, the terms and pricing under an Agreement, and any other information clearly identified in writing at the time of disclosure as "confidential" or which a reasonable

person in similar circumstances would understand to be confidential. Each Party may be given access to the CI of the other Party in order to perform its obligations under this Agreement. Each Party shall hold the other Party's CI in confidence and shall use such solely for intended purposes under this Agreement. Within the above limitations, Figure Eight may use Customer's CI for development, diagnostic and corrective purposes. Any CI disclosed by either Party to the other Party shall remain confidential for a period of three years from the date of last disclosure or while any agreement is in place between the Parties, whichever is longer, and that CI which constitutes a trade secret under applicable law shall be protected for so long as such is held as a trade secret. The foregoing obligations do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving Party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving Party without use of or reference to the CI of the disclosing Party. The Parties agree not to copy, alter, modify, disassemble, reverse engineer or de-compile any of the CI unless permitted in writing by the disclosing Party. In the event the receiving Party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, and if such order or subpoena allows, such Party will promptly notify the other Party in writing. Nothing herein shall be deemed to restrict the disclosing Party's use of its own Confidential Information.

10. **GENERAL**

10.10 Relationship. The Parties are independent contractors and have no authority to bind the other Party. No agency, partnership or joint venture is created herein. Customer agrees to allow Figure Eight to list Customer's company name and logo on Figure Eight's list of customers. Within sixty days of the Effective Date, Customer agrees to provide a quote from one of Customer's executives about the Service to use in a mutually agreeable press release. This Agreement is not assignable, transferable or sub-licensable by Customer except with Figure Eight's prior written consent.

10.11 Notices. Any Notice required hereunder shall be in writing, sent to the addresses provided herein and sent by overnight courier, first-class mail or email (followed by confirmation copy by mail), and are deemed received



upon delivery. Either Party may change its address for receipt of Notice by Notice.

10.12 Legal. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., excluding its conflict of laws provision and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue in San Francisco, California. In the event of any dispute between the Parties, a representative from each Party shall first meet and attempt to resolve the dispute within a period of thirty days from the date of referral of the dispute to them. The Parties shall not be liable for any failure to perform due to causes beyond its reasonable control.

10.13 Waiver. The failure to enforce any right will not be deemed a waiver of such or any other right.

10.14 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary with the remaining portions of this Agreement remaining in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision. However, if any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, Customer's right to use the Service will immediately terminate and Customer shall receive a prorated refund of SaaS Fees.

10.15 Counterparts. A facsimile of a signed copy of this Agreement received from Customer may be relied upon as an original. This Agreement may be executed in counterparts, each of which will be considered an original, but all counterparts together will constitute one agreement.

10.16 Entire Agreement. This Agreement, including the applicable Figure Eight Order Form(s) issued thereunder, constitutes the entire agreement between the Parties regarding the subject matter therein. Section headings used herein are provided for convenience only and shall not be used to construe meaning or intent. The terms of this Agreement may be modified only by a written amendment signed by the Parties which references this Agreement and clearly documents that such is intended to amend the terms of this Agreement. For clarity, terms and conditions on Customer's purchase orders or other of Customer's ordering documentation or the text in an email which purports to modify or supplement this Agreement shall not add to or vary the terms and conditions of this Agreement. No usage of trade or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

10.17 Revocation. Notwithstanding any other provision hereof, Figure Eight's offer to enter into this Agreement with Customer shall be revoked if the parties have not entered into a negotiated version of this Agreement within 30 days after its presentation to Customer



BY EXECUTION BELOW, THE SIGNATORIES REPRESENT AND WARRANT THAT THEY HAVE READ, UNDERSTOOD AND HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTY.

Figure Eight Federal LLC

CUSTOMER NAME

Signature:

Name: Calvin Durgin

Title: Director of Contracts

Date:

Address: 1735 N. Lynn Street, Suite 730
Arlington, VA 22209

Phone: 703-401-3843

Email: calvin.durgin@f8-federal.com

Signature:

Name:

Title:

Date:

Address:

Phone:

Email:

PURCHASE ORDER: If a Customer Purchase Order is required for this transaction, please provide Purchase Order number here # _____



Figure Eight Order Form

With an Effective Date of March 17, 2021, this Figure Eight Order Form is issued under and becomes a part of the Figure Eight Software as a Service Subscription Agreement entered into between Figure Eight and Customer. All capitalized terms in this Order Form shall have the same meaning ascribed to such in the Agreement.

Figure Eight will provide an evaluation subscription and access to our proprietary annotation platform at no-cost, subject to the terms of the SaaS agreement herein. The intent is to integrate Figure Eight's platform into NVIDIA's stack to be able to test and demonstrate a full capability to USPS (Proof of Concept) in regards to the mobile operation centers, autonomous delivery and robotics in sorting. Figure Eight will provide SaaS demo access to NVIDIA. Should the testing an evaluation prove successful, NVIDIA will grant to Figure Eight exclusive rights to opportunities for new work as a result of this agreement.

Terms

Payment Terms for Licensing and Customer Success Fees	N/A
Trade Credit (Payment Due)	N/A
Platform Payment Method	N/A
Finance Charge, Per Month, for unpaid Fees	N/A
Platform Service Start Date	TBD
Term	TBD
Renewal Date	N/A

Platform Licensing

Included

Customer Success

Figure Eight Onboarding Package N/A

The Figure Eight Onboarding Package offering is an outcome-based package designed to help customers setup, learn and maximize the full power of the Figure Eight platform. The Figure Eight Customer Success team delivers these professional services.