MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**"), is between Motus Operations, LLC ("**Motus**"), a Delaware limited liability company and the Client listed below ("**Client**"). Motus and Client may each be referred to as a "party" and collectively as the "parties". This Agreement includes all attachments to it and will be incorporated into any Order Form that references it.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CLIENT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CLIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, CLIENT REPRESENTS THAT CLIENT HAS THE AUTHORITY TO BIND SUCH OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "CLIENT" SHALL ALSO REFER TO SUCH OTHER LEGAL ENTITY AND ITS AFFILIATES. IF CLIENT DOES NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, NEITHER CLIENT NOR ANY OTHER LEGAL ENTITY OR ITS AFFILIATES ARE AUTHORIZED TO USE THE SERVICES.

This Agreement was last updated on November 2, 2020. This Agreement is effective between Client and Motus on the date Client executes an Order Form that references this Agreement.

DEFINITIONS.
Capitalized terms used in this Agreement have the following meanings or such meanings as defined elsewhere in this Agreement or in an Order Form:

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or the right to direct the management of the entity.

"**Aggregate Data**" means de-identified, anonymous data in the form of summary-level information that is derived from Client Data or otherwise from Motus' performance of the Services, which does not identify individual Users or Client as the source of the information.

"**California Consumer Privacy Act**" means California Civil Code 1798.100-1798.199, as amended from time to time, and also includes any regulations or other guidance issued by the California Attorney General's office that is related to the statute.

"**California Personal Information**" means the personal information, as defined by the California Consumer Privacy Act, of any natural person who is a California resident that Motus processes pursuant to the work that it performs under this Agreement. California Personal Information does not include any information that is temporarily or permanently excluded from coverage under the California Consumer Privacy Act.

"**Client Data**" means any information uploaded to the Motus Solution by Client or Users, as well as the resulting Client-specific output that is generated by the Motus Solution when processing Client Data and provided by Motus to Client as set forth on an applicable Order Form.

"**Client Technology**" means Client software, hardware, network, internet connectivity, and other technology, whether developed and/or owned by Client or made available to Client by third parties other than Motus.

"**Intellectual Property**" means all copyright, trademark, trade name, or patent rights (whether registered or unregistered, and any applications for the foregoing), trade secrets, inventions, know-how, and any other proprietary and enforcement rights pertaining to the foregoing.

"**Motus**" means Motus or the Motus Affiliate referenced in an Order Form.

"**Motus Materials**" means Motus' methodologies and proprietary components of the Services, including, without limitation, as applicable, reimbursement rates and/or reports, the methods used in reimbursement studies and calculations, expense optimization analysis and management, business methods, data inputs and algorithms contained therein, formulas, studies for specific vehicles or devices, and information about how reimbursement calculations and expense optimization analyses are performed.

"**Order Form**" means the documents for placing orders for the Services, and the specifications contained therein, that are entered into between Client and Motus or one of Motus' Affiliates (as applicable) from time to time, including Solution Order Forms, Parameter selections, Statements of Work, Exhibits, Schedules, Addenda, and Supplements.

"**Parameters**" are Client's selected Services configurations and/or specifications (and any subsequent modifications thereto elected by Client), including, without limitation, any configurations and/or specifications which Motus uses in computing vehicle, mobile device, and/or remote worker expense reimbursement rates and/or expense optimization analysis.

"**Permitted Affiliates**" means Client Affiliates, if any, listed in the Order Form or added by written consent of the parties.

"**Personal Information**" or "**PI**" means data that constitutes personal information and/or personal data under applicable data privacy law in connection with Motus' provision of Services to Client under this Agreement.; provided, however, that "Personal Information" or "PI" shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

"**Services**" means the Solutions and/or related professional or managed services to which Client subscribes or procures from Motus (such as implementation services) as specified in the Order Form.

"**Service Term**" means the duration for which Client subscribes to the Services as stated in the Order Form. The Service Term may include discrete Service Periods.

"**Solutions**" means the Motus Software-as-a-Service platforms, applications, programs,and/or other service offerings, in each case, that are specified in the Order Form; but excludes Third Party Technology.

"**Suggestions**" means any ideas, improvements, changes, features, functionality, or other ways of delivering the Services that Client communicates to Motus.

"**Terms of Use**" means the terms (which may be updated from time to time) made available to Users and to which they must abide in order to use the Solution.

"**Third Party Technology**" means any software, networks, equipment, data, managed services, hosted platforms, hardware, source code, and other technology or services provided by third parties un-Affiliated with Motus that may form a part of, or interoperate with, or that are used or provided by Motus as part of or in delivering the Services.

"**User Technology**" means User software, hardware, network, internet connectivity, and other technology, whether developed and/or owned by User or made available to User by third parties other than Motus.

"**Users**" means individuals who are designated by Client to be registered for and authorized to access, use and/or receive the Services.

1. SCOPE OF SERVICES, USE OF SERVICES, RESTRICTIONS ON USE, AND OWNERSHIP.

1.1 Scope of Services. Motus will provide the Services only as stated in the fully-executed Order Form. Subject to Section 2.1 herein, the Order Form will include the charges, duration, and other terms applicable to the Services.

1.2 Use of the Services.

1.2.1 Use Rights. During the Service Term, and subject to all terms and conditions of the applicable Order Form, Motus will provide Client and Users a non-exclusive, revocable, non-assignable, and limited right to access and use the Services solely for Client's internal business operations. For the avoidance of doubt, except as otherwise expressly set forth on an Order Form, all Client and User access to the Solutions will be over the Internet through a web or mobile application, and all software underlying the Solutions will be hosted on a server under the direction or control of Motus. If the Services include delivery of software, Motus will provide such software in object code form only and Client has no rights to any source code.

1.2.2 Client Account. Client will designate points of contact who are authorized to establish and manage Client's account, and designate Users. Motus will provide each User with the ability to access and use the Services. Client is solely responsible for maintaining the status of its User base. The Services may only be accessed by Users who have been issued a valid username and password ("**Identity(ies)**"). Any person who correctly enters an Identity into the Solutions will be considered the User entitled to hold such Identity (and the associated access to the Solutions), and Motus will have no duty to further inquire about the identity of such person. Client acknowledges and agrees that Motus is not responsible for any unauthorized person accessing the Services and/or Client Data through a valid Identity. Client assumes all responsibility and liability with respect to the access to and use of the Services by Users. Any failure by a User to comply with the Terms of Use or the terms and conditions contained in this Agreement will be deemed a breach by Client of this Agreement. Client will promptly notify Motus if Client believes that an unauthorized third party may be accessing or using a User account or if an Identity is lost or stolen.

1.2.3 Client Support of Services. Client will be solely responsible for: (a) the accuracy and completeness of the Parameters; (b) the maintenance and use of Client Technology or User Technology, as applicable, needed to access the Services and otherwise ensuring that the Services are compatible with Client Technology or User Technology, as applicable; (c) the accuracy, quality and integrity of Client Data uploaded to the Motus Solution by Client or Users; (d) ensuring that its Users, Permitted Affiliates, employees, agents, and representatives comply with this Agreement; (e) all actions taken via Client's account; and (f) using the Services only in compliance with applicable laws and regulations. Client's failure to commence or complete configuration or set up of the Services will not relieve Client from any of its obligations under this Agreement, including payment of Fees.

1.2.4 Permitted Affiliates. Permitted Affiliates may execute separate Order Forms with Motus for Services under this Agreement or receive the Services provided under a Client Order Form, subject to the terms of this Agreement, provided that: (a) Client binds the Permitted

Affiliates to comply with this Agreement; and (b) Client and Permitted Affiliates agree to be jointly and severally liable to Motus for complying with this Agreement. Client represents that it has the authority to act as an agent for Permitted Affiliates with respect to all interaction among Client, Permitted Affiliates, and Motus. Motus will invoice: (a) Client (and not its Permitted Affiliates) for the Services used by Permitted Affiliates under a Client Order Form; or (b) Permitted Affiliates, if Permitted Affiliates enter into separate Order Forms; provided, however, that Client will remain primarily responsible for payment and Client unconditionally guarantees payment to Motus of all Client and Permitted Affiliate invoices. Only Client (and not its Permitted Affiliates) may initiate and participate in any dispute or litigation with Motus with respect to any Order Form. However, Motus may directly enforce any Order Form against any Permitted Affiliate if the Permitted Affiliate is in breach of this Agreement.

1.3 Services Restrictions. The Services are subject to the restrictions set forth in this Agreement and the following: (a) Client does not acquire any right to use the Services in excess of the scope and/or duration stated in the Order Form; (b) upon the expiration of the Service Term, Client's right to use the Solutions will terminate unless renewed pursuant to this Agreement; and (c) except as permitted in this Agreement, Client will neither directly nor indirectly (i) make the Solutions (or any results from the Solutions) or Motus Materials available to any third party, except to Permitted Affiliates, (ii) license, sell, resell, rent, lease, transfer, assign, distribute, permit time sharing or service bureau use, host, outsource, or otherwise commercially exploit the Solutions or Motus Materials, (iii) interfere with or disrupt the integrity or performance of the Solutions, (iv) attempt to gain unauthorized access to the Solutions, (v) modify, copy, or make derivative works of the Solutions or underlying technology, or any data or other materials generated as part of the Solutions, (vi) disassemble, reverse engineer, decompile, or recreate any portion of the Solutions, Motus Materials, or underlying technology, except to the extent permitted by applicable law, or (vii) use the Solutions or Motus Materials to create any other (including competing) products or services, or to benchmark vehicle, mobile device, and/or remote worker expense rates against competing products or services. Client will reasonably cooperate with Motus if Motus elects to monitor Client's or any Permitted Affiliate's compliance with this Agreement.

1.4 Compliance with Export Laws. Client will not permit the Solutions to be used by any person or entity located in a jurisdiction that is subject to any export restrictions ("Prohibited Jurisdiction") or that is otherwise barred from using the Solutions under applicable law, unless prior written authorization is obtained from the appropriate United States agency, and if so authorized, Client will comply with such applicable laws. Client will not permit Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Client represents and warrants that it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, and that Client is not a national of, or a company registered in, any Prohibited Jurisdiction.

1.5 Use of Subcontractors. Client consents to Motus' use of subcontractors and consultants to provide the Services. Any subcontractors or consultants Motus uses will be under Motus' direction, and Motus will remain responsible and liable for the performance of the subcontractors or consultants used to render the Services.

1.6 Ownership.

1.6.1 Client. Client will own all Client Data. Client hereby grants to Motus a worldwide, non-exclusive, non-assignable (except as otherwise permitted under this Agreement) license to access, retrieve, host, store, copy, display, aggregate and otherwise use Client Data to provide the Services.

1.6.2 Motus. Motus will own all right, title, and interest in and to (a) the Services, Aggregate Data, Motus Materials, and Suggestions, (b) all improvements, enhancements or modifications thereto, and (c) all Intellectual Property rights related to any of the foregoing.

1.7 Reservation of Rights. Motus and Client each reserves all rights not expressly granted in this Agreement.

2. FEES AND PAYMENT TERMS.

2.1 Fees. Client will pay Motus the fees (annual except as otherwise expressly provided) for the first Service Term as set forth in the applicable Order Form ("Fees"). The per-unit Fees in each annual renewal (including auto-renewal) thereafter may increase as set forth in Motus' invoice to Client prior to such applicable renewal term. If Client requires a purchase order number on invoices issued by Motus, then Client must provide the purchase order number on the Order Form.

2.2 Payment Terms. Except as otherwise specified in the applicable Order Form: (a) Motus will invoice Client annually in advance of the applicable Service Period for annual Fees; and (b) all invoices are payable in U.S. Dollars within thirty (30) days of invoice date. Unpaid invoices will be subject to a finance charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, as well as all costs of collection and attorneys' fees. If Client does not timely pay any invoice, then in addition to any rights Motus has under this Agreement, Motus may condition future renewals and Order Forms on terms different from those specified in this Agreement. Except as otherwise set forth in this Agreement, all Fees, once paid, are non-cancelable, non-refundable, and not subject to set-off.

2.3 Taxes. Except as otherwise specified in the applicable Order Form, Motus' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"), and Client shall be responsible for payment of all such Taxes, excluding only United States (federal or state) Taxes based solely on Motus' income. If Motus has the legal obligation to collect and pay Taxes for which Client is responsible, such Taxes will be invoiced to and paid by Client, unless prior to invoice, Client provides Motus with a valid tax exemption certificate authorized by the appropriate taxing authority. Any such tax exemption certificate must remain valid during the duration of this Agreement. Motus reserves

the right to invoice Client for past or current Taxes at any time, and Client has an obligation to pay such Taxes, including if Motus determines in its sole discretion that Motus has the legal obligation to collect and pay past or current Taxes on behalf of Client, or a tax exemption certificate is not applicable or valid.

3. CONFIDENTIALITY.

3.1 <u>Confidentiality</u>. Each party (a "**Disclosing Party**") may provide the other party (a "**Receiving Party**") with Confidential Information. "**Confidential Information**" means all materials and information provided by a Disclosing Party to a Receiving Party that Receiving Party should reasonably know is confidential at the time of its disclosure, including, Client Data, Motus Materials, any unique user identifiers and passwords provided to Client to access and use the Services, information relating to pre-release offerings, business plans, proposed or actual pricing, products, policies, procedures, inventions, trade secrets, patents, and know-how of the Disclosing Party. "**Confidential Information**" does not include information that Receiving Party can establish: (a) has become publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (b) has been rightfully received by Receiving Party from a third party without confidentiality restrictions; (c) has been independently developed by Receiving Party without use of Disclosing Party's Confidential Information; (d) is Aggregate Data or a Suggestion; or (e) is known to Receiving Party without any restriction as to use or disclosure prior to first receipt by Receiving Party from Disclosing Party. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, or (ii) required by law, judicial or administrative order, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing in advance of disclosure and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

3.2 <u>Obligations Related to Confidential Information</u>. Receiving Party will only disclose Confidential Information to those persons who have a need to know such information for purposes of performing their obligations or exercising their rights under this Agreement. Receiving Party will take reasonable measures to maintain the confidentiality of Confidential Information in its possession or under its control, which will in no event be less than the measures it takes to maintain the confidentiality of its own information of similar importance. If Receiving Party learns of an incident of unauthorized access to, misuse, or disclosure of Confidential Information in its possession or under its control, then Receiving Party will: (a) promptly notify Disclosing Party of the facts and circumstances giving rise to such incident; and (b) take reasonable measures to contain and control further unauthorized access to, misuse, or disclosure of such Confidential Information.

3.3 <u>California Consumer Privacy Act</u>. The parties understand and agree that in providing services to Client under this Agreement, Motus is a "service provider" as defined by the California Consumer Privacy Act. Motus understands and agrees that to the extent that the California Consumer Privacy Act applies to Services that Motus performs for Client, Motus is prohibited from retaining, using, or disclosing California Personal Information that it receives pursuant to the Services it provides under this Agreement for any purpose other than for the specific purpose of performing the Services specified in this Agreement, any Order Form, or as otherwise permitted by the California Consumer Privacy Act, including retaining, using, or disclosing the California Personal Information for a commercial purpose other than providing the Services specified in this Agreement, or any Order Form. For the avoidance of doubt, any terms used in this Section 3.3 are as defined by the California Consumer Privacy Act.

4. REPRESENTATIONS AND WARRANTIES, DISCLAIMER OF WARRANTIES, AND REMEDIES.

4.1 <u>Representations and Warranties</u>.

4.1.1 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to grant all rights, licenses, and authorizations given in this Agreement.

4.1.2 Motus Warranty. Motus shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Motus or by third-party providers, or because of other causes beyond Motus' reasonable control, but Motus shall use reasonable efforts to provide advance notice of any scheduled service disruption via https://status.motus.com or otherwise.

4.1.3 Client Data Warranty. Client represents and warrants that it is and shall remain responsible for the collection and use of Client Data for purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection and has or will obtain all rights necessary to provide Client Data to Motus for purposes of this Agreement, and to the extent required, notify any individuals who own or have an interest in Client Data that Client Data will be provided to Motus for purposes of this Agreement.

4.1.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER, AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY CLAIM OR DAMAGES CAUSED BY ANY THIRD-PARTY TECHNOLOGY, EXCEPT THAT MOTUS SHALL PASS THROUGH APPLICABLE WARRANTIES AND/OR INDEMNIFICATION AVAILABLE TO IT FROM SUCH THIRD PARTIES. MOTUS PROVIDES NO GUARANTEE OR ASSURANCE OF ANY PARTICULAR (OR INTENDED) RESULTS. FURTHER, MOTUS DOES NOT WARRANT THAT THE

SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. FOR ANY BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND MOTUS' ENTIRE LIABILITY WILL BE THE CORRECTION OF THE DEFICIENCY THAT CAUSED THE BREACH OF WARRANTY; PROVIDED THAT CLIENT PROMPTLY PROVIDES MOTUS WITH WRITTEN NOTIFICATION DESCRIBING IN REASONABLE DETAIL THE NATURE OF THE DEFICIENCY AND A REASONABLE OPPORTUNITY TO CORRECT THE DEFICIENCY. IF MOTUS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY TERMINATE THE APPLICABLE ORDER FORM WITH RESPECT TO DEFICIENT SERVICES, AND MOTUS WILL REFUND TO CLIENT ANY UNUSED PRE-PAID FEES FOR THE DEFICIENT SERVICES, PRO-RATED FOR THE REMAINDER OF THE SERVICE TERM.

5. MUTUAL INDEMNIFICATION.

5.1 <u>Motus Indemnity</u>. Motus will, at its expense, defend Client and its Permitted Affiliates ("**Client Indemnitees**"), and pay the amount of any adverse final and non-appealable judgement or settlement to which Motus consents (including reasonable attorney's fees and litigation costs) resulting from any unaffiliated third party claim, demand, suit or proceeding (each, a "**Claim**") that the Solutions, when used in compliance with the terms of this Agreement, infringe on or misappropriate such third party's valid U.S. patent, copyright, or trade secret. If Motus receives information about an infringement or misappropriation Claim related to the Solutions, Motus may at its option, and at no cost to Client : (a) obtain for Client the right to continue to use the Solutions; (b) replace or modify the Solutions so that they become non-infringing without material alteration; or (c) if (a) or (b) are not commercially reasonable for Motus to effect, then Motus may terminate this Agreement upon written notice to Client and refund to Client any unused pre-paid Fees for the infringing Solutions, pro-rated for the remainder of the Service Term.

5.2 <u>Exclusions from Motus Indemnification</u>. Motus will have no liability or obligation under subsection 5.1 above with respect to any Claim based on Client's use of the Services not in compliance with this Agreement, any modifications or combinations of the Services or results thereof with information, data, software or other materials not provided by Motus (including, without limitation, Client Data and/or Parameters), or Client's continued use of the Services after notification from Motus to cease or after being provided with modifications that would have avoided the Claim), or on Client's, its Users', or its Permitted Affiliates' gross negligence or intentional misconduct.

5.3 <u>Client Indemnity</u>. Client will, at its expense, defend Motus and its Affiliates ("**Motus Indemnitees**"), and pay the amount of any adverse final and non-appealable judgement or settlement to which Client consents (including reasonable attorney's fees and litigation costs) resulting from any Claim based on or related to: (a) Client's (including Users') use of the Services not in compliance with Sections 1.2.1, 1.2.2, 1.3 and 1.4 of this Agreement; (b) Client Technology or User Technology; (c) Client's not conveying to Motus all necessary rights, authorizations, or licenses to use Client Data; (d) Client's Parameters; or (e) any Claim that the Client Data infringes, violates, or misappropriates the Intellectual Property of any un-Affiliated third party.

5.4 <u>Exclusions from Client Indemnification</u>. Client will have no liability or obligation under subsection 5.3 above with respect to any Claim based on Motus' or its Affiliates' gross negligence or intentional misconduct.

5.5 <u>Indemnification Procedure.</u> As a condition to the obligations set forth in Section 5.1 and 5.3 above, the responsible party ("**Indemnitor**") must receive timely written notice of the Claim; provided that failure to provide such notification shall not relieve the Indemnitor of its indemnity obligations except to the extent Indemnitor is prejudiced thereby. Indemnitor will have sole control over the defense and settlement of the Claim with counsel of its own choosing, except to the extent that any settlement involves material commitments on the part of the indemnified party ("**Indemnitee**"), in which case such settlement will require the prior written consent of Indemnitee (which consent will not be unreasonably withheld, conditioned, or delayed). Indemnitee will provide reasonable and non-confidential information and cooperation as reasonably required by Indemnitor. Indemnitor will not be responsible for any settlement it does not approve in writing. Indemnitee reserves the right to participate at its own cost in any proceedings with counsel of its own choosing; provided, however, that the defense or settlement of any Claim will at all times be subject to Indemnitor's sole control.

5.6 <u>EXCLUSIVE REMEDY</u>. THIS SECTION 5 DEFINES THE FULL SCOPE OF THE BASES AND REMEDIES FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS. Notwithstanding anything to the contrary in this Agreement, this Section 5 does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this Agreement.

6. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN CLAIMS.

6.1 <u>EXCLUSION OF CERTAIN CLAIMS</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

6.2 <u>LIMITATION OF LIABILITY</u>. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICES, NO MATTER THE TYPE OF CLAIM FROM WHICH LIABILITY ARISES, SHALL BE AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CLIENT TO MOTUS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEEDING THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR CLAIM. (IF NO FEES ARE PAID, MOTUS'

AGGREGATE LIABILITY WILL BE LIMITED TO U.S. $5,000.00). THIS LIMITATION OF LIABILITY WILL NOT APPLY TO (I) CLIENT'S OBLIGATIONS TO PAY FEES AND EXPENSES WHEN DUE AND PAYABLE, (II) ANY INFRINGEMENT OR MISAPPROPRIATION BY CLIENT OF MOTUS' INTELLECTUAL PROPERTY, (III) CLIENT'S INDEMNIFICATION OBLIGATIONS, NOR TO (IV) EITHER PARTY'S ACTS OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO CLIENT AND ITS PERMITTED AFFILIATES AND SHALL NOT BE CUMULATIVE. MONETARY DAMAGES, AS LIMITED BY THIS SECTION, WILL BE EACH PARTY'S SOLE AND EXCLUSIVE REMEDY (AT LAW OR IN EQUITY) IN THE EVENT THAT ANY EXCLUSIVE REMEDY IN THIS AGREEMENT IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. ALL CAUSES OF ACTION OR CLAIMS BROUGHT BY EITHER PARTY PERTAINING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR CLAIM; EXCEPT THAT AS TO ANY PARTY'S INDEMNIFICATION OBLIGATIONS, ALL RELATED CAUSES OF ACTION OR CLAIMS MUST BE BROUGHT BY THE LATER OF (A) ONE (1) YEAR FROM THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR CLAIM OR (B) ONE (1) YEAR FROM THE DATE THAT THE PARTY SEEKING INDEMNIFICATION SHOULD REASONABLY HAVE KNOWN OF ANY MATTER GIVING RISE TO SUCH CAUSE OF ACTION OR CLAIM. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY.

7. SUSPENSION OF SERVICES.

7.1 Generally. Motus may suspend Client's right (including its Users) to access or use any portion of the Services immediately on notice and without liability or refunds/credits due if Motus determines in good faith that: (a) Client's (or its Users) use of the Services (i) poses a security risk to the Services, any related network or data, or to any third party, (ii) may subject Motus to liability, or (iii) is fraudulent; (b) the Services have been accessed or manipulated by a third party without Client's consent or in violation of this Agreement; (c) suspension is required by applicable law or court order; (d) suspension is required by third party providers that provide portions of the Services; (e) Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Client's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or, (f) if, after Motus notifies Client at least 72 hours prior to the suspension, Client is in breach of an agreement with Motus, including if Client is delinquent in its payment obligations for more than thirty (30) days.

7.2 Termination Rights. Motus' right to suspend access or use the Services is in addition to all other rights Motus may have pursuant to this Agreement (including, without limitation, Motus' right to terminate this Agreement).

8. TERM AND TERMINATION.

8.1 Term. This Agreement will commence on the Effective Date and will continue in effect for the duration of any Order Form that references its terms, unless earlier terminated as set forth in this Agreement. The Service Term applicable to provision of the Services is set forth in the applicable Order Form.

8.2 Termination. Either party may terminate this Agreement for cause if (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (ii) the other party breaches its obligations related to Confidential Information, (iii) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which is not resolved within 90 days of institution (in the cases of the foregoing Section 8.2(ii)-(iii), termination will be effective immediately on receipt of written notice). Upon termination of this Agreement, all Order Forms will automatically terminate.

8.3 Obligations on Termination. Upon termination or expiration of this Agreement, all rights granted to use the Services and all obligations to provide the Services will immediately cease. If this Agreement is terminated by Client for cause in accordance with Section 8.2 (Termination), Motus will refund any prepaid Fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Motus for cause in accordance with Section 8.2, Client will pay any unpaid Fees covering the remainder of the term of all Order Forms. In no event will termination relieve Client of its obligation to pay any Fees payable to Motus for the period prior to the effective date of termination. Except as required by applicable law or pursuant to Motus' data retention policies, upon Client's written request within sixty (60) days following the termination or expiration of this Agreement, Motus will return Client Data to Client, or at Client's election and reasonable expense, destroy Client Data (excluding any copies located in Motus back-up or archival systems).

8.4 Survival. The Definitions section and Sections 1.6-1.7, 2, 3, 4.1.4, 5, 6, 8.3-8.4, and 9 will survive the termination or expiration of this Agreement for any reason whatsoever.

8.5 Force Majeure. Neither party will be deemed in breach of this Agreement for any cessation, interruption, or delay in performing its obligations under this Agreement when prevented from doing so (other than obligations to pay Fees) due to causes beyond its reasonable control, including, without limitation: (a) earthquake, flood, or other natural disaster, acts of God, labor controversy, civil disturbance, terrorism, war, epidemic, pandemic, the inability to obtain sufficient supplies, transportation, or other essential commodities or services required in the conduct of its business, or any other cause beyond the reasonable control of the party whose performance is affected; or (b) any change in or the adoption of any law, rule, or regulation, or the entering of any judgment, order or decree that prevents or inhibits its performance under this Agreement (each of (a) and (b) a "**Force Majeure Event**"); provided that financial inability in and of itself will not be a Force Majeure Event. Where there is Force Majeure Event, the party prevented from or delayed in performing its obligations under this Agreement must (i) promptly notify the other party giving full particulars of the Force Majeure Event and the reasons for Force Majeure Event

preventing that party from, or delaying that party in performing its obligations under this Agreement, (ii) use its reasonable efforts to mitigate the effect of the Force Majeure Event and, (iii) as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

9. GENERAL.

9.1 <u>Governing Law, Jurisdiction, and Venue</u>. The laws of the Commonwealth of Massachusetts govern this Agreement. The parties consent to exclusive jurisdiction and venue in the federal or state courts sitting in Suffolk County, Massachusetts that have subject matter jurisdiction over any dispute arising under this Agreement, except for any dispute seeking injunctive or equitable relief or claims regarding infringement of intellectual property rights or breach of obligations related to Confidential Information (which may be brought in any court having proper jurisdiction). The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process can be served on either party in the manner authorized by applicable law or court rule. The application of the UN Convention on Contracts for the International Sale of Goods and all its relevant and valid amendments shall expressly be excluded.

9.2 <u>Notices</u>. All notices provided by Motus to Client under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or registered mail, with a copy by email, to the Client address listed on the Order Form; or (b) electronic mail to the electronic mail address listed on the Order Form. Client must provide notice to Motus in writing by Courier or registered mail to: Two Financial Center, 60 South Street, Boston, MA 02111 Attn: Legal & Finance Departments; cc: legal@motus.com. All notices shall be deemed to have been given immediately upon sending by electronic mail; or, if otherwise delivered, upon the earlier of receipt or three (3) business days after being deposited in the mail or with a Courier as permitted above.

9.3 <u>Relationship of the Parties</u>. The parties are operating as independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer and employee, or agency relationship. Neither party has the authority to obligate the other party in any manner. Where Motus makes payments to Users, this payment represent funds owed by Client to its employees as reimbursement for expenditures incurred by such employee(s) in their discharge of work duties. Motus' processing of such funds is offered as a convenience only, and is neither mandatory nor separately compensated. Motus is not a money transmitter and does not engage in money transmission under state or federal law.

9.4 <u>No Third-Party Beneficiaries</u>. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9.5 <u>Waiver</u>. Any delay or failure of a party to exercise a right or remedy under this Agreement or at law will not result in a waiver of that, or any other, right or remedy. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

9.6 <u>Severability</u>. If any provision of this Agreement is found to be unenforceable, the parties (or, if the parties cannot agree, a court) will revise it so that it can be enforced consistent with the intent of the parties as of the Effective Date. Even if no revision is possible, the rest of this Agreement will remain in effect.

9.7 <u>Assignment</u>. Neither party will assign this Agreement without the written consent of the other party; provided, however, that this Agreement may be assigned by either party to any Affiliate of such party or to a successor organization acquiring all or substantially all of such party's assets and/or business (including by means of a merger, acquisition, or similar transaction) without the written consent of the other party.   Notwithstanding the foregoing, Motus, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent to any entity controlled by, or under common control with, Motus, or its permitted successive assignees or transferees. No assignment shall relieve either party of the performance of any accrued obligation which such party may then have under this Agreement.

9.8 <u>Interpretation</u>. This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either in favor of or against either party.

9.9 <u>Entire Agreement</u>. This Agreement is the entire agreement between the parties (including, where applicable, a Motus Affiliate) regarding its subject matter and supersedes all prior and contemporaneous agreements or communications. This Agreement may not be modified except by a written agreement signed by authorized representatives of the parties. Any terms included in Client's administrative systems/processes (including without limitation purchase orders, order acknowledgements, third party tools, e.g. for invoice processing or diligence) that add to or conflict with the Agreement are rejected and deemed null and void even to the extent Motus may "sign" or "accept" such terms as required within those systems/processes. Notwithstanding the foregoing, the Services may include the use of certain products and/or services (e.g., applications for download and use on mobile devices) that have terms of use, privacy statements, or other agreements to which Client and/or Users are subject by virtue of their use or that Client and/or Users must accept as a condition to their use, and Client and/or Users agree to be bound by any such terms. Order Forms referencing this Agreement may be executed in counterparts, each of which will be deemed an original and together will constitute one Agreement. The parties agree that Order Forms may be signed by means of electronic signature technology pursuant to the U.S. Federal E-SIGN Act and any applicable state or country laws. Signatures, originally signed by hand, but transmitted via e-mail as PDF files or by fax will also be deemed valid and binding original signatures.