MASTER SOFTWARE SERVICES AGREEMENT

Last Updated: December 14, 2023

This Master Software Services Agreement ("**Agreement**") is between ShelfFlip, Inc. d/b/a UserGems, a Delaware corporation ("**Company**"), and the counterparty defined on an Order Form ("**Customer**"). This Agreement sets forth the terms pursuant to which Customer may access and use the Company's hosted software services ("**Services**") that are set forth on an order form which references this online agreement ("**Order Form**").

1. SERVICES AND SUPPORT

1.1. Provision of Services. Subject to the terms of the Agreement and applicable Order Form and Customer's payment of undisputed fees, Company grants Customer a non-exclusive, non-transferable (except in accordance with 10.2), non-sublicensable right to access and use the Services solely for Customer's internal use during the Term (as defined below). Company will provide Customer with a dedicated Customer Success Manager and technical support from RevOps.

1.2. Authorized Users. Customer may authorize individuals to access and use the Services (each, a "**User**"), and Users may include Customer's employees, affiliates and contractors acting on its behalf, so long as Customer remains responsible for their compliance hereunder. From the group of Users authorized by Customer, Customer will identify an individual User's account to serve as the administrative account for the Services.

1.3. Usage Limits. Each subscription to the Services is subject to usage limits (e.g., a certain number of contacts tracked per year) more fully described in the applicable Order Form. Except as otherwise provided herein, the listed quantities of the Services specified in the Order Form cannot be decreased prior to the end of the then-current Initial Service Term or Renewal Term, regardless of any termination, non-payment, or non-use by Customer.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Security. Customer and its Users will be responsible for (a) maintaining the security of its and their accounts, passwords and files, and (b) all uses of its and their accounts (with or without Customer's knowledge or consent), but excluding any unauthorized access caused by Company's failure to secure Customer's or its Users' access credentials.

2.2. Restrictions. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to any portion of the Services, unless this restriction is not permitted under applicable law; (b) copy, modify, translate, or create derivative works based on any portion of the Services (except to the extent expressly permitted by Company or authorized within the Services); (c) sell, rent, lease, pledge, assign or use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (d) remove any proprietary notices or labels contained in the Services; (e) use any portion of the Services for any fraudulent or unlawful purposes or in violation of any third party's proprietary or contractual rights; (f) use any portion of the Services to build any products or services that are competitive to any portion of the Services or to create similar ideas, features, or functions of any portion of the Services; (g) interfere or attempt to interfere with the proper working of the Services or any other user's use of the Services; (h) bypass any measures Company or its licensors may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected) scan or test vulnerability of the Services or related products and services without Company's prior written consent; or (i) access any portion of the Services for any benchmarking, comparative or competitive purposes.

2.3. Customer Data. Customer represents and warrants that Customer has all the rights, power and authority necessary to collect, share, and grant the rights granted herein to any data, information, text, graphics, or other materials, including without limitation the Personal Data (as defined below) regarding Customers contacts and leads provided by Customer to Company (collectively referred to as "**Customer Data**"), that Customer uses in association with the Services. Additionally, if an Order Form specifies that the Services provided to Customer will include machine learning features, Company will process Customer Data by machine learning and other algorithms to create machine learning models ("**Model Data**"). Notwithstanding anything to the contrary herein, provided that the Model Data does not identify Customer or Customer Data, the parties agree that Company has an irrevocable right to use the Model Data in any manner to provide, develop and improve machine learning based product features. Without limiting Customer's ownership rights in the Customer Data as set forth in Section 3.2, Company retains all ownership in the machine learning algorithms and the aggregated results of such machine learning. "**Personal Data**" means any information that relates to, describes, is capable of being associated with, or could reasonably be linked to (directly or indirectly) an identified or identifiable natural person or household, where identifiable means that it can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, online identifier, or to one or more factors specific to physical,

physiological, genetic, mental, economic, cultural, or social identity. Customer will be solely responsible for the accuracy, quality and legality of Customer Data. Customer hereby grants Company a worldwide, non-exclusive, royalty-free, fully sublicensable, license to host, copy, transmit, display, and otherwise process and use Customer Data, solely as necessary for Company to carry out its obligations and exercise its rights under this Agreement. Except as may be expressly stated in the applicable Order Form, Company will not sell, disclose, or share any Customer Data (or any part or derivative thereof) to or with any third party, except that Company may share Customer Data with Company's service providers as necessary for Company to carry out its obligations and exercise its rights under this Agreement. Customer Data will not be transmitted to, processed or stored outside of the United States without prior written consent from Customer.

2.4. Third Party Products. Customer or its Users may choose to use the Services with certain Third Party Products (defined below). Use of Third Party Products is subject to Customer's agreement with the relevant provider of such Third Party Products and are not provided by UserGems and not governed by, or subject to, the terms and conditions in this Agreement. To the fullest extent permitted under applicable law, UserGems will have no liability for Customer's or its Users' use of Third Party Products, including their security, functionality, operation, availability, or interoperability or how the Third Party Products or their providers use Customer Data (including Personal Data). By enabling or otherwise using a Third Party Product with the Service, Customer hereby authorizes UserGems to access and exchange Customer Data with the Third Party Product on Customer's behalf. "**Third Party Products**" means certain third party applications, integrations, systems, or services used by Customer, but not supplied by UserGems, that are designed to interoperate with the Services (for example, third-party services such as SalesForce).

3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1. Confidentiality. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party"**) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Company's Proprietary Information includes non-public information regarding features, functionality, and performance of the Services. Customer's Proprietary Information includes non-public Customer Data. The Receiving Party agrees not to use (except in performance of the Services or as otherwise permitted in this Agreement) or divulge to any third party any such Proprietary Information, and (c) give access to such Proprietary Information solely to those employees , advisors, contractors and agents with a need to have access thereto for purposes of this Agreement. The Disclosing Party agrees that the foregoing will not apply with respect to any information after 5 years following the disclosure thereof or any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (ii) was in its possession or known by it prior to receipt from the Disclosing Party without restriction; or (iii) was or is rightfully disclosed to it without restriction by a third party; or (iv) was or is independently developed without use of any Proprietary Information of the Disclosing Party. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

3.2. Ownership. Customer owns and retains all right, title and interest (including all intellectual property rights) in and to the Customer Data. Except for any Customer Data, including data or information inferred or derived directly from Customer Data, therein Company will own and retain all right, title and interest in and to: (a) the Services and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions, or other technology developed or used by Company in connection with the Services or support; and (c) all intellectual property rights related to any of the foregoing.

3.3. Usage Data. Notwithstanding anything to the contrary set forth herein, Company and its licensors shall be permitted to (i) compile statistical and other information related to the performance, operation and users' use of the Services, and (ii) data related to identifiable users' usage of features and functionality within the Services (collectively, "**Usage Data**"). Usage Data is used solely (i) for billing during the Term (as defined below), (ii) during and after the Term to implement, operate, maintain and improve the Services and to fulfill its obligations hereunder; (iii) and during and after the Term, and in aggregated and anonymized (as each such term is defined in any applicable privacy law, and provided that such aggregated and anonymized Usage Data cannot under any circumstances be reidentified to a natural person) form, to create statistical analyses and for research and product development. If Company discloses any Usage Data to third parties for the foregoing purposes, such disclosure will be in a manner that does not identify, and cannot under any circumstances be reidentified to, Customer or its users. For the avoidance of doubt, Usage Data excludes all Customer Data.

3.4. Feedback. During the Term, Customer may provide Company with feedback concerning the Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "**Feedback**"). Except for Customer Data therein, Customer grants Company an unrestricted, irrevocable right to use such

Feedback in connection with the Services. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, (i) Customer is not obligated to provide Company with any Feedback under this Agreement, and (ii) under no circumstances will Customer Data constitute Feedback under this Agreement.

4. **PAYMENT OF FEES**

4.1. Fees and Overages. Customer will pay Company the undisputed fees described in the Order Form for the Services in accordance with the terms set forth in such Order Form (the "**Fees**"). Company will provide Customer with notice if Customer's use of the Services exceeds the quantity set forth in the Order Form. Customer will be given thirty (30) days from receipt of the notice to reduce its usage to the purchased levels. Customer will be invoiced for, and agrees to pay for, any excess usage existing at the end of such thirty-day period, at a rate of one hundred twenty percent (120%) of the unit price set forth in the applicable Order Form, through the end of the remaining then-current service term. Except as expressly provided for herein, the Fees are non-refundable and non-cancellable. Company reserves the right to change the Fees or applicable charges and to institute new charges and fees at the end of the Initial Service Term or each Renewal Term, upon 30 days prior notice to Customer (which may be sent by email).

4.2. Invoicing. Full payment for undisputed invoices must be received by Company within 30 days after Customer's receipt of each such invoice. Undisputed unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer will be responsible for all taxes, including but not limited to sales and use tax and VAT, associated with the Services (other than U.S. taxes based on Company's real property or net income).

5. **TERM AND TERMINATION**

5.1. Term. This Agreement will start on the effective date set forth in the applicable Order Form and will continue until terminated in accordance with this Section 5. The term of each Order Form shall be for the term set forth on the Order Form ("**Initial Service Term**"); thereafter the Order Form will automatically renew for additional periods of the same duration as the Initial Service Term (each a "**Renewal Term**" and together with the Initial Service Term, the "**Term**"), unless either party requests termination at least 30 days prior to the end of the then-current Initial Service Term or Renewal Term. The price of the Services in any Renewal Term shall not increase by more than the change in the Consumer Price Index over the expiring term, and Company agrees to provide Customer with at least sixty (60) days' prior notice of any such increase.

5.2. Termination. A party may terminate this Agreement or any Order Form for cause: (a) upon 30 days written notice to the other party if the other party materially breaches this Agreement and such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Any termination of this Agreement shall automatically result in the termination of all Order Forms. In addition, this Agreement will automatically terminate if there are no Order Forms referencing this Agreement for a continuous period of 30 days.

5.3. Effect of Termination. If an Order Form is terminated by Customer in accordance with Section 5.2, Company will refund Customer any prepaid Fees covering the remainder of the Term after the effective date of termination. If an Order Form is terminated by Company in accordance with Section 5.2. Customer will pay any unpaid fees covering the remainder of the Term. For the sake of clarity, in no event will termination relieve Customer of its obligation to pay any fees payable to Company for the period prior to the effective date of termination. Within thirty (30) days following termination or expiration of the Agreement and unless prohibited by law, (x) Company will delete all Customer Data provided by Customer, and (y) Customer will (i) uninstall the UserGems Salesforce App from Customer's production Salesforce environment, (ii) remove the UserGems object, (iii) remove all UserGems specific fields from the Contact, Lead & Account objects, and/or (iv) remove all Company-specific contact properties from Customer's Hubspot environment (as applicable). Upon request, a duly appointed officer of Customer will certify Customer's compliance with the obligations set forth in Section 5.3(y).

5.4. Money Back Guarantee. If at the end of the Initial Services Term, the Revenue Generated (as defined below) from sales made by Customer to Contact Tracking Leads is less than the Annual Service Fee, despite that Customer (a) provided Company with at least 10,000 unique contacts to track, (b) contacted at least 30% of the Contact Tracking Leads provided by Company and (c) is using Company's Salesforce app or Workato Integration (as applicable) to receive Contact Tracking Leads, then Customer may terminate this Agreement with written notice to Company and receive a refund equal to: (1) the Annual Service Fee paid by Customer during such Initial Service Term minus (2) Revenue Generated. For the sake of clarity, if UserGems is not able to confirm any Closed-Won Revenue because Customer has not given UserGems sufficient access to the applicable objects within Customer's CRM, then this Section 5.4 does not apply. As used herein, (i) "**Revenue Generated**" means the sum of Closed-Won Revenue of all opportunities of deals with UserGems-Created Contacts in an Opportunity Contact Role (in the case of Customer's CRM being Salesforce) or the sum of Annual

Recurring Revenue of all Deals with UserGems-Created Contacts as Deal Contacts (in the case of Customer's CRM being Hubspot), as confirmed by UserGems via API read access to these objects within Customer's CRM; (ii) "**UserGems-Created Contact**" means (i) a Contact that was created by UserGems or that previously existed in Customer's CRM but did not have any Activity and was updated by UserGems, or (ii) a Lead that was created by UserGems or that previously existed in Customer's CRM but did not have any Activity and was updated by UserGems; and (iii) "**Contact,**" "**Lead**", "**Closed-Won Revenue**", "**Opportunity Contact Role**", "**Annual Recurring Revenue**", "**Deal Contact**" and "**Activity**" shall have the meanings customarily given to them by users of Customer's CRM platform.

5.5. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **PRIVACY AND SECURITY**

6.1. Data Processing Addendum. The parties acknowledge and agree that the Data Processing Addendum that has been executed by the parties, or if no such agreement exists, the Data Processing Addendum which is available at https://www.usergems.com/legal-security/data-processing-addendum (whichever is applicable, the "**DPA**"), is hereby incorporated herein by reference to the extent Customer provides Company with personal data that is subject to data protection laws for processing on Customer's behalf.

6.2. Security Controls. Company shall implement and maintain a written information security program that incorporates administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of Customer Data and all Customer Confidential Information. Such safeguards will be commensurate with Company's size and complexity, the nature and scope of its activities, and the sensitivity of the Customer Data and Customer Confidential Information. In addition, Company is SOC 2 Type 2 compliant and will provide Customer with a copy of its SOC 2 Type 2 report upon request by Customer. Company will not process Customer Data except in accordance with this Agreement and the DPA. Upon request by Customer, Company will provide to Customer, without charge, copies of any, including the most recent versions of all, third-party audit or compliance certificates for the Hosting Provider that are available to Company and are allowed to be shared with third parties.

6.3. Security Breach. If either party suspects that there may be or has been unauthorized access or use of any Customer Data or materials relating to the Services (a "**Security Breach**"), that party will promptly notify the other party with confirmation of such notification in writing. Each party will take such actions and measures as may be reasonably necessary or appropriate to mitigate, or protect against, any loss, liabilities, or damages to Customer or Company (including preventing any further Security Breach) and will keep each other reasonably informed of all material developments in connection with such Security Breach.

6.4. Disaster Recovery. Company will have in place a disaster recovery plan for business continuity and infrastructure redundancy ("**DRP**") in the event of any event or circumstance that could materially adversely affect the Services or continued operation of Company as required under this Agreement (a "**Disaster**"). During the Term, Company will (a) provide a copy of the DRP to Customer upon request and (b) periodically update and test the operability of the DRP. In the event of any Disaster, Company will implement the DRP and otherwise use all necessary continuous efforts to reinstate the affected Services as quickly as possible. Except as provided for herein, Company will have no responsibility for making or retaining back-up copies of Customer Data. In the event of any loss of or damage to Customer Data hosted by or on behalf of Company, Company will use commercially reasonable efforts to restore such lost or damaged Customer Data from the latest back-up of such Customer Data. Upon written request, Company will return or (at Customer's election) destroy all Customer Data in Company's possession within 30 days from the date of such request, and thereafter, if Customer requests in writing, will certify such return and/or destruction to Customer.

7. **WARRANTY AND DISCLAIMER**

7.1. Mutual Warranties. Each party represents and warrants that (a) this Agreement constitutes a valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement and (b) it will comply with all applicable laws in carrying out its obligations and exercising its rights under this Agreement.

7.2. Company Warranties. Company warrants that the Services will materially conform to the description set forth in the Order Form as used consistent with the terms of this Agreement. As Company's sole and exclusive liability and Customer's sole and exclusive remedy for the breach of the warranty set forth in this Section 7.2, Company will use commercially reasonable efforts to correct the Services to comply with such warranty without charge. If Company is unable to make the Services operate as warranted within 30 days after Customer's written notice, then Customer or Company may terminate this Agreement and/or the applicable Order Form, and Company will refund any fees actually paid by Customer (excluding

any implementation fees or other one-time fees for professional services) to Company for the remainder of the then-current Initial Term or Renewal Term.

7.3. Disclaimer. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control; however, Company will use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Customer should note that in using the Services, sensitive information will travel through third party infrastructures or third-party products, which are not under Company's control. Company makes no warranty to Customer hereunder with respect to the security of such third-party infrastructures or third-party products. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT.

8. **INDEMNITY**

8.1. By Company. Company will indemnify, defend and hold harmless Customer and its shareholders, officers, directors, employees, affiliates and agents (each a "**Customer Indemnified Party**") from and against any and all damages, liabilities, costs, expenses, and losses (including, without limitation, reasonable legal fees) ("**Losses**") incurred by such Customer Indemnified Party arising out of any claim, suit, action or proceeding by a third party to the extent that such Losses arise from allegations that the Services infringe, misappropriate, or violate any U.S. Intellectual Property Rights. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (i) procure for Customer the right to continue using the Services; (ii) replace the Services with non-infringing software or services that do not materially impair the functionality of the Services; (iii) modify the Services so that it becomes non-infringing; or (iv) terminate this Agreement and refund any fees actually paid by Customer to Company for the remainder of the then-current Initial Service Term or Renewal Term, and upon such termination, Customer will immediately cease all use of the Services. Notwithstanding the foregoing, Company will have no obligation under this section or otherwise with respect to any infringement claim based upon: (x) any use of the Services not in accordance with this Agreement; (y) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (z) any modification of the Services by any person other than Company or its authorized agents. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDY AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED ACTIONS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

8.2. By Customer. Customer will indemnify, defend and hold harmless Company and its shareholders, officers, directors, employees, affiliates and agents (each a "**Company Indemnified Party**") from and against any and all Losses incurred by such Company Indemnified Party arising out of any claim, suit, action or proceeding by a third party that arises from (a) the Customer Data (excluding claims or actions arising from Company's unauthorized use of Customer Data), or (b) Customer's breach of Sections 2.2 or 2.3.

8.3. Procedure. Each party's obligations set forth above are expressly conditioned upon each of the foregoing: (a) the party seeking indemnification (the "**Indemnified Party**") will promptly notify the other party (the "**Indemnifying Party**") in writing of any threatened or actual claim or suit, except that the Indemnified Party's failure to promptly notify the Indemnifying Party will not affect the Indemnifying Party's obligations hereunder except to the extent that such delay prejudices the Indemnifying Party's ability to defend such claim or suit; (b) the Indemnifying Party will have sole control of the defense or settlement of any claim or suit, except that the Indemnifying Party may not settle a claim or suit without the Indemnified Party's prior written consent (not to be unreasonably withheld) if the settlement requires the Indemnified Party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials); and (c) the Indemnified Party will cooperate with the Indemnifying Party to facilitate the settlement or defense of any claim or suit.

9. **LIMITATION OF LIABILITY.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY NOR ITS SUPPLIERS WILL BE LIABLE TO THE OTHER FOR: (A) ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO ANY CLAIMS OR LIABILITIES ARISING UNDER SECTIONS 3, 6 OR 8

(COLLECTIVELY, "**EXCLUSIONS**"); PROVIDED THAT EACH PARTY'S AGGREGATE LIABILITY FOR THE EXCLUSIONS WILL NOT EXCEED THREE TIMES (3X) THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

10. **MISCELLANEOUS**

10.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2. Assignment. This Agreement is not transferable or assignable by either party, whether in whole or in part, without the prior written consent of the other party, except that either party may transfer or assign this Agreement to an affiliate or in a merger, consolidation or sale. Subject to the foregoing, this Agreement and each and every provision hereof, will be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.

10.3. Publicity. Company may identify Customer as a user of the Services and may use Customer's name, logo, and other trademarks to identify Customer as customer of the Company (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Customer). Company may revoke the foregoing right to use its name, logo and trademarks by providing written notice to UserGems.

10.4. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein; provided, however, UserGems may modify this Agreement during the Initial Term or any Renewal Term, but such modifications shall not become effective until the next Renewal Term.

10.5. Export. Customer may not remove or export from the United States or allow the export or re-export of the Services, or any portion thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

10.6. No Agency. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Company is an independent contractor of Customer. Company is solely responsible and liable for its own taxes, insurance premiums and employment benefits. No Company employee is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by Customer to its employees. Company will not make any commitment binding on Customer or represent that it has authority to do so.

10.7. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.8. Injunctive Relief. Each party acknowledges and agrees that, in the event of any breach of this Agreement by such party, the other party could be irreparably and immediately harmed and may not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, a party shall be entitled to seek an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement.

10.9. Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices to Company will be sent to ShelfFlip Inc. 2443 Fillmore Street #380-3416, San Francisco, CA 94115- Attention: Stephan Kletzl with a copy to legal@usergems.com or to such other address as Company designates in writing. Notices to Customer will be sent to the address stated in the most recent Order Form on file for Customer or to such other address as Customer designates in writing.

10.10. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. Each party irrevocably agrees that the state and federal courts located in California will have

exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Previous Master Software Services Agreements:

- Effective as of December 2022
- Effective as of November 2021
- Effective as of October 2020
- Effective as of August 2020
- Effective as of July 2017