TRUST CENTER ACCESS AGREEMENT

Last Updated: April 2025

YOU SHOULD CAREFULLY READ THE FOLLOWING TRUST CENTER ACCESS AGREEMENT ("AGREEMENT") BEFORE ACCESSING OR USING THE ONLINE TRUST CENTER ("TRUST CENTER") MADE AVAILABLE BY LIQUIDWARE LABS, INC. ("LIQUIDWARE"). BY CLICKING THE ["ACCEPT"] BUTTON AND PROCEEDING TO ACCESS THE TRUST CENTER, YOU ACKNOWLEDGE YOUR AND THE RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

CLICKING THE ["ACCEPT"] BUTTON IS A LEGALLY VALID WAY TO CREATE A BINDING CONTRACT AND CONSTITUTES AN ELECTRONIC SIGNATURE.

YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE COMPANY OR OTHER LEGAL ENTITY INDICATED IN YOUR REGISTRATION FOR ACCESS TO THE TRUST CENTER ("RECIPIENT"). BY CLICKING THE ["ACCEPT"] BUTTON YOU REPRESENT AND WARRANT (X) THAT YOU HAVE THE AUTHORITY AND LEGAL ABILITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF RECIPIENT, AND (Y) RECIPIENT AGREES TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN DO NOT ACCESS OR USE THE TRUST CENTER.

A COPY OF THIS AGREEMENT IS AVAILABLE FOR DOWNLOAD AND PRINTING BY USING CURRENT WEB BROWSER SOFTWARE AND GOING TO RESOURCES WITHIN THE TRUST CENTER.

Definitions. In addition to any other capitalized terms used in this Agreement, the following terms have the following meanings:

"Confidential Documentation" means the reports, documents, materials, status updates, and other content made available in the Trust Center, such as the SOC 2 reports and security documentation.

"Purpose" means the purpose of reviewing and evaluating the Confidential Documentation solely in connection with Recipient's permitted use of Liquidware's products and services under a separate license or service agreement or a potential transaction with Liquidware for Liquidware's products and services.

Scope. Liquidware will provide Recipient with access to the Trust Center to view and download the Confidential Documentation available at the Trust Center in exchange for Recipient's obligations and the other conditions set forth in this Agreement. Recipient acknowledges and agrees that (a) this Agreement only applies to the Confidential Documentation accessed through the Trust Center, (b) Recipient shall not request any additional information from Liquidware under this Agreement, and (c) any additional information to be disclosed requires a separate confidentiality agreement.

Permitted Use. Recipient hereby agrees that Recipient shall access the Trust Center and use the Confidential Documentation solely for the Purpose. Recipient will hold in confidence and protect the Confidential Documentation with the same measures it takes with respect to its confidential materials of a like nature, but in no case with less than reasonable measures. Recipient may only disclose the Confidential Documentation to its employees and representatives with a need to know such information, provided each such person shall be obligated in writing to comply confidentiality obligations at least as restrictive as the terms and conditions of this Agreement.

Trust Center Access. Liquidware will provide login access to the Trust Center based on contact information for the person(s) who will be receiving access ("Users") Recipient and Users' protection of their IDs, passwords and identifying information is an integral part of maintaining the privacy and integrity of data in the Trust Center. The length of access for each User is limited to seven days, unless Liquidware provides a longer period or extends or renews access for the User. Recipient shall keep confidential and not disclose, nor permit any User to disclose, any such information to third parties. Recipient shall notify Liquidware immediately of any unauthorized use of any login information or any other known or suspected breach of security with respect to its Users' use of the Trust Center or Recipient's login information. Recipient is responsible for ensuring that all Users comply with the terms of this Agreement and for all activities of Users and others that occur through Recipient's login access.

Reservation Of Rights. Except for the limited rights expressly granted in this Agreement, Liquidware reserves all rights, title and interest in and to the Trust Center and Confidential Documentation (collectively, "Liquidware Property") including all related intellectual property rights. No rights are granted to Recipient other than as expressly set forth in this Agreement. Without limiting the generality of the foregoing, except as expressly set forth in this

Agreement, Recipient may not (a) distribute, sublicense, copy, modify, or publicly display the Liquidware Property, (b) use on behalf of any third party, or permit any third party to use, the Liquidware Property, (c)decompile or reverse engineer any software used to provide Liquidware Property; (d) remove any proprietary rights notices on the Confidential Documentation or any displays of any portions of the Trust Center (e.g., screen shots), or (e) attempt to gain unauthorized access to the Liquidware Property or circumvent any security measures within the Liquidware Property.

Term and Termination. This Agreement and Recipient's ability to access and use the Trust Center terminates on the earlier to occur of (a) 7 days or (b) termination by Liquidware for any reason or no reason upon notice to Recipient. Recipient may retain the Confidential Documentation for a period of three (3) years from the date of receipt, after which Recipient shall return to Liquidware, or destroy, the Confidential Documentation of Liquidware and all materials relating thereto disclosed to Recipient by Liquidware, and certify such return or destruction to Liquidware. The obligations on use, nondisclosure and protection of the Liquidware Property survive indefinitely subject to the terms of this Agreement.

Disclaimers. Recipient understands and agrees that (a) neither Liquidware nor any of Liquidware's representatives make any representation or warranty, express or implied regarding the Liquidware Property, including any implied warranties of merchantability, fitness for a particular purpose, or title/noninfringement, (b) neither Liquidware nor any of Liquidware's representatives shall have any liability to Recipient relating to or resulting from the use of the Confidential Documentation, (c) the disclosure of the Confidential Documentation of Liquidware to Recipient does not confer upon Recipient any license, interest or rights under Liquidware's copyrights, patents or otherwise of any kind in or to the Confidential Documentation, and (d) no contract or agreement providing for any transaction involving the Liquidware shall be deemed to exist between Recipient and Liquidware unless and until a final definitive agreement has been executed and delivered.

Limitation of Liability. Access to the Trust Center is provided free of charge. Consequently, LIQUIDWARE, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, WILL NOT BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, OR DATA EVEN IF LIQUIDWARE HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, OR (B) ANY OTHER DAMAGES OR LIABILITY (PROVIDED THAT IF THE AGREEMENT WOULD BE LEGALLY INVALID WITH THIS LIMITATION, THEN LIABILITY WILL BE NO GREATER THAN US$10). Certain jurisdictions do not allow the exclusion or limitation of certain damages, so this section may not apply to the extent applicable law does not allow.

Remedies. If Recipient breaches the covenants contained in this Agreement, Liquidware would suffer irreparable harm for which it would be difficult to determine damages and for which money damages alone would be an inadequate remedy for the injuries suffered by Liquidware, and Liquidware is entitled to injunctive relief to enforce this Agreement, without any requirement that Liquidware submit proof of the economic value of any Confidential Documentation or post a bond or any other security. Nothing contained in this Agreement shall limit Liquidware's right to any other remedies at law or in equity.

Governing Law and Disputes.

This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) the State of Illinois, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties thereto.

If Recipient is located in the United States, then the exclusive jurisdiction and venue for all disputes regarding this Agreement will be a court of competent jurisdiction in Cook County, Illinois. Otherwise, all disputes regarding this Agreement shall be finally resolved by binding arbitration before a single arbitrator pursuant to the then-existing Rules of Conciliation and Arbitration ("Rules"), and under the auspices, of the International Chamber of Commerce ("ICC"). The arbitrator shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for the decision. The arbitrator shall have the authority to determine issues of arbitrability and to award damages as permitted by this Agreement. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings will be in English and will take place in Chicago, Illinois, USA. Judgment on the arbitration award may be entered in any court having jurisdiction. Notwithstanding the foregoing,

Liquidware may, at its sole discretion, seek preliminary judicial relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief) as necessary to enforce its rights in its Confidential Documentation or intellectual property.

The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions are to be in English. Any attachments or amendments to this Agreement are to be in English. Translations of any agreement documents are not to be construed as official or original versions of the documents.

Miscellaneous. Recipient may not assign any of its rights or obligations under this Agreement, and any such assignment is void. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. No waiver or modification of any provision of this Agreement will be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of the parties. No failure or delay by either party to exercise any right, power, or remedy constitutes a waiver of that right, power, or remedy. A party's waiver of the performance of any covenant or any breach is not to be construed as a waiver of any succeeding breach or of any other covenant. If any provision of this Agreement requires judicial interpretation, this Agreement is not to be more strictly construed against one party than the other. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes all other written or oral agreements made by or on behalf of either party with respect to its subject matter.