



PEACHPERFECT MASTER SUBSCRIPTION AGREEMENT

This PeachPerfect Master Subscription Agreement (the "Agreement") is entered into between PeachPerfect with a principal place of business at 255 Stillman Street, Denver, CO 80211 ("Peach") and Protero Labs, Inc., with a principal place of business at 325 5th Street, San Francisco, CA 94107 ("Customer"). This Agreement is effective on 10/30/2020 (the "Effective Date").

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

1.2 "Connected Application" means Customer's or a third party's web-based, mobile, or other software application that is made available by Customer or its Users.

1.3 "Customer Data" means any data in electronic form that Customer or Users make available through the Peach Service, including Personal Data (as defined in the DPA).

1.4 "Documentation" means Peach's user guides and other end user documentation for the Peach Service made available by Peach to its customers generally.

1.5 "Order Form" means an ordering document executed by the parties that specifies the Peach Service and certain Professional Services purchased by Customer under this Agreement. Each Order Form shall be subject solely to and incorporate by reference the terms of this Agreement. An Affiliate may purchase services under this Agreement by entering into an Order Form that incorporates by reference the terms of this Agreement, and in each such case, all references in this Agreement to the Customer shall be deemed to refer to the applicable Affiliate for purposes of that Order Form.

1.6 "Professional Services" means certain consulting services, technical services and Support Services provided by Tray under this Agreement, as described more fully in an Order Form or Statement of Work.

1.7 "Statement of Work" or "SOW" means a document executed by Customer and Peach that describes certain Professional Services purchased by Customer under this Agreement. Each SOW shall be subject solely to and incorporate by reference the terms of this Agreement.

1.8 "Subscription Term" means the period during which Customer is authorized to use the Service as identified in the Order Form, unless earlier terminated as set forth in Section 10.

1.9 "Support Services" means the support services provided by Peach as identified on an Order Form.

1.10 "Peach Service" mean Peach's proprietary online web-based platform designed for implementing and sharing integrations for software, SaaS and mobile applications, offered on a SaaS basis, and specified in the applicable Order Form. The Peach Service includes the Documentation and access to the "PeachPlatform" and/or the "PeachEmbedded" product offerings (the "Peach Application") as specified in the applicable Order Form. For purposes of this Agreement and for avoidance of doubt, the Peach Service shall include the Peach Application. The Peach Service as defined in this Agreement shall not include the Professional Services.

1.11 "User" means any individual who is authorized by Customer to use or access the ~~WBVSUZ~~ Service. A "User" may include Customer's and its Affiliates' employees, consultants, representatives or agents.

2. USE OF THE PEACH SERVICE

2.1 Access to the Peach Service. In exchange for payment of the fees listed on the Order Form, and subject to the terms of this Agreement and any applicable Order Form, including any limitations specified therein, Peach grants to Customer a worldwide, limited, royalty-free, non-exclusive, non-sublicenseable, non-transferable (except as specifically permitted in this Agreement) right to (i) access and use the Peach Service, solely during the Subscription Term and solely in the form provided by Peach and as permitted by the functionalities provided by Peach therein, to implement integrations with Connected Applications, and (ii) use the Documentation solely in conjunction with Customer's authorized use of the Peach Service.

2.2 User Compliance. Customer is responsible for use of the Peach Service by its Users and for its Users' compliance with this Agreement. Customer shall take reasonable steps to prevent unauthorized access to the Peach Service, including without limitation by protecting its passwords and other log-in information. Customer shall not provide passwords or other login information to any third party other than Users. Customer shall notify Peach promptly of any known or suspected unauthorized use of the Peach Service.

2.3 Restrictions. Customer shall not, and shall not permit its Users or any third party to: (i) modify, copy, display, republish or create derivative works based on the Peach Service or the underlying software; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign (except as permitted in Section 12.4), or distribute the Peach Service, or use the Peach Service for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Peach Service; (iii) decompile, disassemble, or otherwise reverse engineer the Peach Service or the underlying software or otherwise attempt to obtain the source code of the Peach Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (iv) use the Peach Service in a manner that interferes with the use of the Peach Service by Peach or its other customers; (v) alter or remove any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Peach Service; (vi) access the Peach Service in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Peach Service; or (vii) knowingly or intentionally access or use the Peach Service: (a) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (b) in violation of applicable laws; or (c) to send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, or scripts. In the event that Peach suspects any breach of the restrictions set forth in this Section 2.3, including without limitation by Users, Peach reserves the right to suspend access to the Peach Service without advance notice, in addition to any other remedies Peach may have at law or in equity.

3. CUSTOMER DATA AND CONNECTED APPLICATIONS.

3.1 Customer Data. Except for the limited rights expressly granted to Peach hereunder, Customer retains all rights title and interest in and to all Customer Data, including without limitation all related intellectual property rights inherent therein. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data. Customer shall ensure that it is entitled to transfer the relevant Customer Data to Peach so that Peach and its service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. Customer grants Peach a nonexclusive, worldwide, royalty-free right to reproduce, display, adapt, modify, transmit, distribute and otherwise use the Customer Data (a) to maintain, provide, and improve the Peach Service and provide the Tray Service and Professional Services under this Agreement; (b) to prevent or address technical or security issues and resolve support requests; (c) at Customer's direction or request, including processing initiated by Users of the Peach Service in their use of the Tray Service, such as by implementing integrations between Customer's Connected Applications; and (d) as otherwise required by applicable law. No rights to the Customer Data are granted to Peach hereunder other than as expressly set forth in this Agreement.

3.2 Protection of Customer Data. Peach shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. If Peach detects or becomes aware of a breach of its obligations under this Agreement resulting in unauthorized access to Customer Data, Peach shall

promptly report such breach to Customer and remedy such breach in a timely manner and in accordance with the requirements under the DPA (as defined below).

3.3 Processing. When and as required by applicable law from time to time, Tray will execute supplemental privacy and security terms, including but not limited to those required under Article 28 of Regulation (EU) 2016/679 ("GDPR"), with Customer or Customer's Affiliates that purchase the Peach Service under this Agreement.

3.4 Compliance with CCPA. In order for Peach to provide the Tray Service to Customer, Customer may disclose Personal Information to Peach. The parties agree that to provide the Tray Service to Customer, Tray is acting as a "Service Provider" pursuant to §1798.140 of the California Consumer Protection Act ("CCPA"). Peach shall not retain, use, or disclose Personal Information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of providing the Peach Service and the Professional Services, as applicable, pursuant to this Agreement or as otherwise set forth in this Agreement or as permitted by CCPA. Peach will not sell Personal Information. Customer is responsible for responding to Consumer requests using Customer's own access to the relevant Personal Information. Upon Customer's written request, and subject to and in accordance with all applicable laws, Peach will provide assistance to Customer for the fulfillment of Customer's obligations to respond to requests to exercise Consumer's rights under CCPA with respect to Personal Information provided by Customer pursuant to this Agreement, to the extent Customer is unable to access the relevant Personal Information itself. To the extent legally permitted, Customer shall be responsible for any costs arising from Tray's provision of such assistance unless such assistance is standard for Service Providers to provide to its customers given the nature of the Personal Information and the request(s) made. For purposes of this Section 3.4, "Consumer," "Personal Information," and "sell" are used as defined in §1798.140 of CCPA.

3.5 Excluded Data. Customer shall not provide Peach with any Customer Data that is subject to heightened security requirements by law or regulation or contract (examples include but are not limited to the Gramm-Leach-Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), the Child's Online Privacy Protection Act (COPPA), the standards promulgated by the PCI Security Standards Council (PCI-DSS), and their international equivalents (such as Customer Data collectively, "Excluded Data"). Peach shall have no responsibility or liability for the Excluded Data.

3.6 Connected Applications. The Peach Service contains features designed to interoperate with Connected Applications. To use such features, Customer or its Users may be required to obtain access to such Connected Applications from their providers, and grant Peach access to Customer's or its Users' account(s) on such Connected Applications. If Customer uses a Connected Application with the Peach Service, Customer grants Peach permission to allow the Connected Application and its provider to access Customer Data solely as required for the interoperation of that Connected Application with the Peach Service. Any acquisition by Customer of Connected Applications, and any exchange of Customer Data between Customer and any Connected Application provider, product or service, is solely between Customer and the applicable Connected Application provider. Peach does not warrant or support Connected Applications. Peach is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Connected Application or its provider.

3.7 Data Processing Addendum. Peach will process and maintain Customer Data consistent with its Data Processing Addendum (the "DPA"), which is attached at Exhibit B and hereby incorporated by reference.

4. FEES AND PAYMENTS.

4.1 Fees. Customer shall pay to the fees specified in all Order Forms and SOWs executed by the parties. Except as otherwise specified herein, or in an Order Form or SOW, payment obligations are non-cancelable and fees paid are non-refundable. Fees for the Peach Service are based on the Tray Service purchased and not actual usage. Customer agrees that its purchase of the Peach Service or the Professional Services is not contingent upon the delivery of any future functionality or features.

4.2 Invoicing and Payment. Unless otherwise stated in an Order Form or a SOW, all fees and charges under this Agreement will be invoiced in advance and are due net thirty (30) days from the invoice date. Customer is responsible for providing a complete and accurate billing address and billing contact to Peach. If Customer believes a particular invoice is incorrect, Customer must contact Peach in writing within sixty (60) days of such invoice date to be eligible to receive an adjustment or credit.

4.3 Overdue Payments. Any invoiced amount not received by Peach by the due date and not subject to a reasonable and good faith dispute may accrue late interest at the lower of (i) the rate of 1.5% of the outstanding balance per month, or (ii) the maximum rate permitted by law.

4.4 Suspension of Peach Service. If Customer's account is sixty (60) days or more overdue (except for charges then under reasonable and good faith dispute), then Peach may, without limiting its other rights and remedies, follow five (5) days written notice and an opportunity to cure, suspend Customer's access to the Peach Service until such amounts are paid in full. Written notice may be provided via email.

4.5 Contract Term. This contract shall start on October 30, 2020 (the "**Effective Date**") and shall continue for term of five (5) years until October 30, 2025 (the "**Expiration Date**").

4.6 Payment Terms. Payment for goods or services rendered shall be due and payable within Net 30 days from the date of invoice. Invoices shall be issued upon delivery of goods or completion of services.

5. PROPRIETARY RIGHTS.

5.1 Reservation of Rights. Except for the limited rights expressly granted to Customer hereunder, Peach reserves all rights, title, and interest in and to the Peach Service, the underlying software, the Tray Materials and any and all improvements, modifications and updates thereto, including without limitation all related intellectual property rights inherent therein. Where Customer purchases Professional Services hereunder, Peach grants to Customer a non-sublicensable, non-exclusive license to use any materials provided by Peach as a result of the Professional Services (the "**Peachy Materials**") solely in conjunction with Customer's authorized use of the Tray Service and in accordance with this Agreement. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement. Nothing in this Agreement will impair Tray's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any products, software or technologies that Customer may develop, produce, market, or distribute.

5.2 Anonymized Tray Application Data. Tray may collect, use and store data concerning the usage and operation of the Peach Application to improve its service offerings provided that such data is anonymized and does not include information that identifies or provides a reasonable basis to identify a company or an individual. For clarity, Peach Application data shall not incorporate any Customer Data.

5.3 Feedback. Customer shall, and hereby does, grant to Peach a non-exclusive, royalty-free, fully paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Tray Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Tray Service or the Professional Service ("Feedback"). Feedback does not include Customer Data. Notwithstanding anything to the contrary, Feedback shall not create any confidentiality obligation for

6. CONFIDENTIAL INFORMATION.

6.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the

nature of the information or the circumstances of disclosure. Confidential Information shall include, without limitation, (a) of both parties, the terms and conditions of this Agreement (including pricing), provided that either party may disclose the terms and conditions of this Agreement to its potential investors and acquirers on a confidential basis in connection with bona fide due diligence, (b) of Customer, the Customer Data, and (c) of Peach, the Tray Service, Documentation and the Peachy Materials. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

6.2 Confidentiality; Protection. The Receiving Party agrees not to use Confidential Information or disclose, distribute or disseminate such Confidential Information except as allowed hereunder or as otherwise expressly agreed in writing by the Disclosing Party. The Receiving Party agrees to restrict access to such Confidential Information to those employees and service providers of the Receiving Party who need to know such information for performing as contemplated hereunder and have agreed to be bound by a confidentiality obligation not less protective than that contained in this Agreement. The Receiving Party shall exercise the same degree of care to prevent unauthorized use or disclosure of the Confidential Information to others as it takes to preserve and safeguard its own confidential information of like importance, but in no event less than reasonable care. At any time upon written request, the Receiving Party shall destroy or return to the Disclosing Party all copies of Confidential Information.

6.3 Remedies. The Receiving Party acknowledges that breach of the confidentiality obligations would cause irreparable harm to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that, in addition to any other remedies available to it, the Disclosing Party is entitled to seek immediate injunctive relief in the event of breach of an obligation of confidentiality by the Receiving Party, and that the Disclosing Party shall not be required to post a bond or show irreparable harm in order to obtain such injunctive relief.

6.4 Compelled Disclosure. The Receiving Party may access and disclose Confidential Information of the Disclosing Party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the Receiving Party will, if lawfully permitted to do so, notify the Disclosing Party prior to such access or disclosure so as to allow the Disclosing Party an opportunity to seek appropriate protective measures. Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

7. WARRANTIES; DISCLAIMERS.

7.1 Mutual Warranties. Each party represents and warrants that (i) it has the power and authority to enter into and fully perform this Agreement; and (ii) the performance by such party of its obligations and duties hereunder will not violate any agreement to which such party is bound.

7.2 Peach Warranties and Remedies. Tray warrants that (i) the Tray Service will perform materially in accordance with the Documentation under normal use and circumstances; and (ii) it will perform all Professional Services in a good and workmanlike manner. Customer's exclusive remedy and Tray's entire liability for a breach of the warranties set forth in this Section 7.2 shall be as follows: (a) in the event of a breach of the warranty in subsection 7.2(i), Peach will promptly correct any material reproducible errors so that the Peach Service materially conforms to the Documentation and if Peach is unable to provide the Tray Service as warranted within a commercially reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and receive a refund of any prepaid, unused fees Customer paid for the Peach Service applicable to the remaining portion of the Subscription Term following the effective date of termination; and (b) in the event of a breach of the warranty in subsection 7.2(ii), Peach will promptly re-perform the applicable Professional Services and if Peach is unable to provide the Professional Services as warranted within a commercially reasonable time following receipt of written

notice of breach, Customer shall be entitled to terminate the applicable SOW and recover the fees paid for the nonconforming Professional Services.

7.3 Additional Peach Warranties. Tray warrants that: (i) it will comply with all applicable U.S. laws, rules, and regulations applicable to its operation, (ii) the Peach Service and any other technology provided by or used by Peach in performing Professional Services or Support Services shall not contain and shall be entirely free of any program routine, device, code or instructions or other undisclosed feature, including any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, worm, Trojan horse, trap door, "disabling", "lock out", "metering" device or any malicious code designed to (x) maliciously access, modify, delete, damage, disable, corrupt, deactivate, interfere with, or otherwise harm Customer's networks, systems, or Connected Applications, or (y) impair Customer's, its Affiliates' and/or any User's access to or use of the Peach Service (collectively, "Harmful Code"), provided that the foregoing shall not limit Tray's ability to suspend or terminate Customer's access to the Peach Service as permitted in this Agreement. In the event of a breach of the foregoing warranty, Peach will provide Customer all reasonable assistance necessary to mitigate the effects of any such Harmful Code.

7.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TRAY SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, TRAY, ITS AFFILIATES, SUPPLIERS, AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAY DOES NOT REPRESENT OR WARRANT THAT THE TRAY SERVICE (A) WILL PERFORM WITHOUT INTERRUPTION OR ERROR, OR (B) IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. The foregoing warranty disclaimers shall not limit Tray's obligations to provide the indemnification set forth in Section 8 below or to provide the Service in accordance with the SLAs and support terms set forth in Exhibit B.

8. INDEMNIFICATION.

8.1 Indemnification by Peach. Subject to Section 8.3, Tray shall defend Customer, at Tray's expense, from and against any and all third-party claims, suits, actions, or proceedings ("**Third Party Claims**") made or brought against Customer by a third party either related to or alleging that the Peach Service infringes a U.S. patent, copyright or trademark of such third party or misappropriates such third party's trade secrets. Further, Peach shall indemnify and hold Customer harmless against all damages, costs and reasonable attorneys' fees ("**Losses**") awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Peach, in connection with such Third Party Claims. Tray shall have no indemnification obligation for infringement claims arising from (i) the combination of the Peach Service with any services, hardware, data or business processes not provided by Peach if the Third Party Claim would not have arisen but for such combination, (ii) modifications to the Peach Service by Customer or its agents, or (iii) for use of the Tray Service by Customer other than in accordance with this Agreement.

In addition to Tray's indemnity obligations, if a Third Party Claim is made or appears possible, Peach may, at Tray's sole expense, (a) modify or replace the Peach Service or component or part thereof, to make it non-infringing, (b) obtain the right for Customer to continue use of the Peach Service, or (c) if determines neither of the foregoing alternatives are commercially reasonable, Peach may terminate this Agreement and refund to Customer all prepaid, unused fees for the Peach Service applicable to the remaining portion of the Subscription Term following the effective date of termination. This Section 8.1 states Tray's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.

8.2 Indemnification by Customer. Subject to Section 8.3, Customer shall defend Tray, at Customer's expense, from and against any Third Party Claims made or brought against Tray alleging that the Customer Data infringes or

otherwise violates a third party's property, privacy or other rights, or violates any applicable law. Further, Customer shall indemnify and hold Peach harmless against all Losses awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer in connection with such Third Party Claims.

8.3 Procedure. The foregoing obligations of the indemnifying party are conditioned upon the party seeking indemnification (a) promptly providing notice to the indemnifying party concerning the existence of an indemnifiable claim (provided that failure to give prompt notice shall not constitute a waiver of a party's right to indemnification and shall affect the indemnifying party's obligations under this Agreement only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay), and (b) promptly providing all information and assistance reasonably requested and otherwise full cooperation with the indemnifying party in defending the claim, and (c) giving the indemnifying party sole control and authority of the defense and settlement of any indemnifiable claim (provided, however, that any settlement requiring the party seeking indemnification to admit liability or make any financial payment shall require such party's prior written consent, not to be unreasonably withheld or delayed).

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, CUSTOMER'S BREACH OF ITS OBLIGATIONS PURSUANT TO SECTION 2.3, EITHER PARTY'S MATERIAL BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (CUSTOMER DATA AND CONNECTED APPLICATIONS), EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) OR EITHER PARTY'S BREACH OF THE DPA, IN NO EVENT SHALL EITHER PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM OR SOW UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO TRAY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. WITH RESPECT TO EITHER PARTY'S MATERIAL BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (CUSTOMER DATA AND CONNECTED APPLICATIONS), EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) OR EITHER PARTY'S BREACH OF THE DPA, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED TEN TIMES (10X) THE AMOUNT OF THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO TRAY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9.2 Exclusion of Consequential Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, CUSTOMER'S BREACH OF ITS OBLIGATIONS PURSUANT TO SECTION 2.3, EITHER PARTY'S MATERIAL BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (CUSTOMER DATA AND CONNECTED APPLICATIONS), EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) OR EITHER PARTY'S BREACH OF THE DPA, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, REVENUES, OR GOODWILL, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE LIABILITIES LIMITED BY THIS SECTION 9 APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, NEGLIGENCE OR OTHERWISE; (ii) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iii) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9.3 The provisions of this Section 9 allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

10. TERM AND TERMINATION.

10.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until all Order Forms and SOWs entered into hereunder have expired or been terminated. Except as otherwise specified in the applicable Order Form, Subscription Terms shall automatically renew for successive one (1) year periods, unless either party gives notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current Subscription Term.

10.2 Termination for Cause. Either party may terminate this Agreement or any Order Form or SOW for cause if the other party: (i) fails to cure any material breach of this Agreement within thirty (30) days after receipt of written notice of such breach; or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the rights and licenses granted to Customer shall terminate immediately. Upon any termination by Customer pursuant to Section 10.2, Peach shall refund to Customer any prepaid, unused fees applicable to the remaining portion of the Subscription Term following the effective date of termination. Upon any termination by Peach pursuant to Section 10.2, Customer shall pay any unpaid fees covering the remainder of the Subscription Term, if any. In no event will any termination relieve Customer of its obligation to pay any fees accrued or payable to Peach during the period prior to the effective date of termination. The following provisions will survive termination or expiration of this Agreement: Sections 4 (Fees and Payments), 5 (Proprietary Rights), 6 (Confidential Information), 7.3 (Warranties; Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effect of Termination) and 12 (Miscellaneous).

11. Payment Terms: Payment is due within Net 60 days from the invoice date.

12. MISCELLANEOUS.

12.1 Fees. The Total Contract Value is \$85,555 per year

12.2 Notices. Peach may give general notices related to the Tray Service that are applicable to all customers by email or through the Peach Service. All other notices required to be sent hereunder will be in writing and will be effective upon (i) personal delivery, or (ii) the second business day after mailing, in each case addressed to the addresses set forth above and, if to Peach, to the attention of Finance Department, and, if to Customer, to the attention of the signatory of this Agreement, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

12.3 Force Majeure. Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots, or embargoes, such failure or delay will not be deemed to constitute a breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days' written notice.

12.4 Assignment & Successors. Neither party may assign this Agreement nor any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.5 Severability and Waiver. In the event that a provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or otherwise unenforceable, such provision shall be limited or eliminated to the maximum extent permitted by applicable law so that this Agreement shall otherwise remain in full force and effect

and enforceable. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

12.6 Governing Law and Venue. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law rules or the United Nations Convention on the International Sale of Goods, or the Uniform Computer Informational Transactions Act. The parties each consent to the personal and exclusive jurisdiction of the federal and state courts located in San Francisco, California. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

12.7 No Third Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.8 Export Control. The Peach Service, any other Peach technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not, and shall not permit Users to, access or use the Peach Service in violation of any U.S. export law or regulation.

12.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms and SOWs, sets forth the entire agreement of the parties and supersedes and replaces all prior or contemporaneous writings, negotiations and discussions, whether written or oral, with respect to its subject matter. Neither party has relied upon any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions set forth on any Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

ACCEPTED AND AGREED TO:

POTRERO LABS, INC. _____

Signature: 

Print Name: Larry Finance

Position: COO

Date: 10 / 30 / 2020

PEACHPERFECT, INC. _____

Signature: 

Print Name: Stefanie Gottlieb

Position: Chief Revenue Officer

Date: 10 / 30 / 2020

Peach.IO ADDENDUM FOR EMBEDDED USE AND MANAGED PARTNERS

This Peach.io Addendum for Embedded Use and Managed Partners (the “**Addendum**”) shall be incorporated by reference into the Peach.io Master Subscription Agreement between Tray and Customer (the “**Agreement**”). This Addendum shall apply solely to Customer’s access of the Tray Application (as defined below) pursuant to which Customer’s customers shall have the right to use certain integrations between Customer’s product offering and the Connected Applications. In the event of conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail with respect to the subject matter herein. Capitalized terms used but not defined in this Addendum have the same meanings as set out in the Agreement.

A. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Addendum.

1. “Customer Application” means Customer’s customer-facing website or other application where Customer embeds integrations using the Peach Application. The Customer Application is a “Connected Application” as defined in the Agreement.
2. “SLA” means the Service Level Agreement attached hereto as Exhibit A.
3. “Peach Application” as used in this Addendum means (i) the Tray Embedded product offering, or (ii) solely where Customer is identified as a “Managed Partner” on the applicable Order Form, the Peach Platform product offering.

B. ADDITIONAL TERMS

1. Access to the Peach Service. In addition to the rights granted pursuant to Section 2.1 of the Agreement, subject to full compliance with the Agreement and this Addendum, Peach (i) grants to Customer a worldwide, limited, royalty-free, non-exclusive, non-sublicenseable, non-transferable (except as specifically permitted in the Agreement) right to make available to its customers access to the Tray Service through the Customer Application solely to use integrations between the Customer Application and other Connected Applications, (ii) shall provide Support Services to Customer in accordance with its then current support terms, a copy of which is attached hereto as Exhibit A; and (iii) shall provide the Peachy Service in accordance with the SLA. Fees, if any, payable by Customer’s customers for access and use of the Customer Application shall be solely determined by Customer. For avoidance of doubt, Customer’s exercise of the foregoing rights shall not be considered a violation of the restrictions set forth in Section 2.3(ii) of the Agreement.

2. User Definition. When Customer is accessing the Peach Application, as permitted pursuant to this Addendum, the definition of “User” in the Agreement shall also include Customer’s customers’ employees, consultants, representatives or agents.

3. Operation of the Customer Application. Customer assumes any onboarding, account management, billing and collections, customer care, provisioning, support, and maintenance obligations with respect to the operation of the Customer Application. The parties agree that as between the parties, Customer is solely responsible for the Customer Application, including complying with any laws applicable to its operation thereof. Peach is not a party to any agreement entered into between Customer and its customers. Customer will not make any representations Peach Service to any third parties, including its customers.

4. Intellectual Property Rights. Customer is the exclusive owner of its name, logo(s), trademarks, URLs, Customer’s own software and other intellectual property associated with the Customer Application (excluding the Service), including all content displayed therein.

5. Customer Warranties. Customer hereby warrants that the Customer Application will not contain any computer code or other technology that may be designed to disrupt, disable, harm or otherwise impede in any manner the Peach Service.

6. Customer Indemnity. In addition to Customer's indemnification obligations set forth in Section 8.2 of the Agreement, subject to Section 8.3 of the Agreement, Customer shall defend Peach, at Customer's expense, from and against any Third Party Claims made or brought against Peach alleging that the Customer Application (excluding any Connected Application that does not embed integrations using the Peach Application) infringes or otherwise violates a third party's U.S. patent, copyright or trademark of a third party or misappropriates a third party's trade secrets and Customer shall indemnify and hold Peach harmless against all Losses awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, in connection with such Third Party Claims.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

ACCEPTED AND AGREED TO:

Protero Labs, INC _____

Signature: L Finance

Print Name: Larry Finance

Position: COO

Date: 10 / 30 / 2020

Stefanie Gottlieb

PEACH PERFECT, INC.

Signature: Stefanie Gottlieb

Print Name: _____

Position: Chief Revenue Officer

Date: 10 / 30 / 2020

EXHIBIT A

Peach.io Service Level Agreement and Support Terms

A. SERVICE LEVEL AGREEMENT

1. Service Commitment: 99.95% Uptime.

Tray will use commercially reasonable efforts to make the Peachservice available to Customer's Users with a Monthly Uptime Percentage of at least 99.95% during any monthly billing cycle (the **"Service Commitment"**). Subject to the Peach SLA Exclusions, if Peach does not meet the Service Commitment, Customer will be eligible to receive a Service Credit.

2. Definitions.

"Maintenance" means scheduled Unavailability of the Tray Service, as announced by Tray prior to the Tray Service becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Tray Service were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (as described in Section 6 below).

"Remedial Action" means an action which Tray reasonably believes it should take in order to suspend or remove any software application from the Tray Service and take remedial measures, including without limitation, based on Tray's right to suspend Customer's account, suspend Customer's access or Customer's Users' access to the Tray Service, and/or suspend or remove a software application from the Tray Service.

"Service Credit" means a credit denominated in U.S. dollars, calculated as set forth below, that Tray may credit back to an eligible account.

"Unavailable" and **"Unavailability"** mean, for app services and databases, when Customer's service or database is not running or not reachable due to Tray's fault. This excludes (a) containers that are unreachable or not running because the container's provisioned resources (RAM, CPU, disk, as applicable) are insufficient; and (b) members of a database cluster where the cluster as a whole is running and reachable. **"Availability"** of the Tray System specifically excludes any public Internet Service Providers (ISPs) ability to provide consistent or stable network access from the User's premise to the Tray.io System and/or infrastructure.

3. Service Commitments and Service Credits.

Service Credits are calculated as a percentage of the total fees and charges due on Customer's invoice under a Order Form for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Tray Service that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 98%, Customer will be eligible for a Service Credit of 10% of the charges attributable to the affected resources.
- For Monthly Uptime Percentage less than 98%, Customer will be eligible for a Service Credit of 30% of the charges attributable to the affected resources.

Tray will apply any Service Credits only against future payments for the Tray Service otherwise due from Customer. At Tray's discretion, Tray may issue the Service Credit to the credit card Customer used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle Customer to any refund or other payment from

Tray. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

If Tray fails to maintain a Monthly Uptime Percentage of 95% for three (3) months out of any rolling twelve (12) month period, Customer may terminate this Agreement without charge or penalty by providing a written notice to

Tray and upon such termination, Tray shall provide Customer with a refund of all prepaid fees applicable to the remaining portion of the Subscription Term following the effective date of termination.

4. Sole Remedy.

Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Peach Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA, or, if applicable, the termination right set forth in Section 3 above.

5. Credit Request and Payment Procedures.

To receive a Service Credit, Customer must submit a claim by emailing finance@tray.io. To be eligible, the credit request must be received by Tray by the end of the month following the month in which the incident that gave rise to the credit occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming;
3. the account handle(s); and
4. logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Tray and is less than the Service Commitment, then Tray will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Tray. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

6. SLA Exclusions.

The Service Commitment does not apply to any unavailability, suspension or termination of the Tray Service, or any other Tray Service performance issue that (i) results from a suspension or Remedial Action; (ii) is caused by factors outside of Tray's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Peach Service or network; (iii) results from any actions or inactions of Customer or any third party; (iv) results from the equipment, software or other technology of Customer or any third party (other than third party equipment within Tray's direct control); (v) results from failures of Tray Service not attributable to Unavailability; or (vi) results from any Maintenance.

B. SUPPORT TERMS

1. Severity Definitions

Customer will initially define the severity of a given issue based on the below criteria, however, Peach ultimately determines the severity.

- **Severity 1: Critical**

- A Critical production issue that severely impacts Customer's use of the Peach Service. The situation halts Customer's business operations and no procedural workaround exists.
 - Examples include:
 - Service is down or unavailable.
 - Data corrupted or lost and must restore from backup.
 - A critical documented feature / function is not available.
- Severity 1 issues require Customer to have dedicated resources available to work on the issue on an ongoing basis with Peach to find a commercially reasonable resolution.
- Severity 2: **Major**
 - Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of Customer's business operations and no reasonable workaround exists.
 - Service is operational but highly degraded performance to the point of major impact on usage.
 - Important features of the Tray Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- Severity 3: **Minor**
 - There is a partial, non-critical loss of use of the service with a medium-to-low impact on Customer's business, but Customer's business continues to function. Short-term workaround is available, but not scalable.
- Severity 4: **Cosmetic**
 - Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.

2. Response Time Targets

Support Plan	Critical (Severity 1)	Major (Severity 2)	Minor (Severity 3)	Cosmetic (Severity 4)
Supreme	1 hours	3 hours	12 business hours	24 business hours
Premium	4 hours	16 hours	24 business hours	36 business hours
Standard	48 business hours	48 business hours	48 business hours	48 business hours

EXHIBIT B

Tray.io Data Processing Addendum