



## PLANET NINE GENERAL TERMS OF SERVICE

These General Terms of Service (this “**Agreement**”), effective as of the Sales Order Effective Date (the “**Effective Date**”), is by and between Planet Nine Ltd. and/or BNF SG Ltd Pte (“**Planet Nine**”) and the entity who’s name is indicated in any Sales Order as the end customer (“**Customer**”). This Agreement includes and incorporates the Sales Order, and any additional Sales Orders incorporated by reference. Planet Nine and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. OVERVIEW.

1.1 General. This Agreement states the terms and conditions by which Planet Nine will deliver and Customer will receive any or all of the Technology, as set forth below or on any applicable Sales Order. The specific services to be provided hereunder are identified in the Sales Order(s) signed by the Parties. Each Sales Order submitted, accepted and executed by both Parties is hereby incorporated by reference into this Agreement. This Agreement is intended to cover any and all Technology ordered by Customer and provided by Planet Nine.

### 1.2 Definitions.

(a) “**Aggregate Data**” means any de-identified and aggregated statistical data or information relating to Customer’s use of the Technology, including, without limitation, any usage data or trends with respect to the Technology.

(b) “**Authorized Users**” means employees and contractors of Customer who are authorized by Customer to use the Technology, in the capacity and scope set forth in the Sales Order.

(c) “**Documentation**” means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form if and as provided by Planet Nine to Customer (including any revised versions thereof) relating to the Technology, which may be updated from time to time upon notice to Customer.

(d) “**Planet Nine IP**” means, except as otherwise provided herein, the Technology, the underlying software provided in conjunction with the Technology, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Technology, the Documentation, and Aggregate Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing

(regardless of inventorship or authorship), and all intellectual property rights in and to any of the foregoing.

(e) “**Sales Order**” means a mutually executed Sales Order issued by Planet Nine and accepted by Customer directly or through a partner providing the Services on behalf of Planet Nine, in each case which references this Agreement and sets forth the applicable Services to be provided by Planet Nine.

(f) “**Person**” means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(g) “**Customer Materials**” means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of Customer, including through the Technology or to Planet Nine in connection with Customer’s access and/or use of the Technology or this Agreement, but excluding, for clarity, Aggregate Data and Planet Nine IP.

(h) “**Services**” means the Technology and any Professional Services provided pursuant to a Professional Services Addendum.

(i) “**Technology**” means Planet Nine’s proprietary software or software-as-a-service platform as the case may be, and all associated technology, in object code format only, which is made available by Planet Nine to Customer pursuant to a Sales Order and is intended to enable Customer.

### 2. TECHNOLOGY; ACCESS AND USE.

2.1 Technology. Subject to the terms and conditions of this Agreement, Planet Nine hereby grants to Customer a limited, non-exclusive, non-transferable (except in compliance with Section 10.6) right to access and use the Technology during the Term, solely for Customer’s business purposes.

2.2 Restrictions. Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) access or use the Technology in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Technology or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Technology, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease any access or use of the Technology to any other Person, or otherwise allow any Person to access or use the Technology for any purpose other than for the benefit of Customer in accordance with this Agreement, including by means of making the Services available as a service bureau for the benefit of others; (v) access or use the Technology or Documentation in any manner or for any purpose that violates any third party rights (including IP rights), or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Technology, or any data or content contained therein or transmitted thereby; (vii) access or search the Technology (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Technology features provided by Planet Nine for use expressly for such purposes; or (viii) access or use the Technology, Documentation or any other Planet Nine Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Technology.

2.3 Authorized Users. Customer will not allow any Person other than Authorized Users to access or use the Technology. Customer may permit Authorized Users to access and/or use the Technology, *provided* that Customer will ensure each Authorized User complies with all applicable terms and conditions of this Agreement. Customer will be responsible for all acts, omissions and obligations of Authorized Users in connection with the activities contemplated by this Agreement and/or the Technology, as though such acts, omissions and/or obligations were those of Customer. Customer will, and will require all Authorized Users to, use reasonable means to secure usernames and passwords, hardware and software used to access the Technology in accordance with customary security protocols, and will promptly notify Planet Nine if Customer knows or reasonably suspects that any username and/or password has been compromised.

2.4 Reservation of Rights. Subject to the limited rights expressly granted hereunder and except as otherwise

expressly provided in a Professional Services Addendum, Planet Nine reserves and, as between the Parties will solely own, the Planet Nine IP and all rights, title and interest in and to the Planet Nine IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein or in a Professional Services Addendum.

2.5 Feedback. From time to time Customer or its employees, contractors, or representatives may provide Planet Nine with suggestions, comments, feedback or the like with regard to the Technology (collectively, "**Feedback**"). Customer hereby grants Planet Nine a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Planet Nine's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Technology.

### 3. **FEES AND PAYMENT.**

3.1 Fees. Customer will pay Planet Nine the fees set forth in the relevant Sales Order(s) or SOW(s) (as defined in the Professional Services Addendum) in accordance with the terms therein ("**Fees**"). Except as otherwise provided in the relevant Sales Order, Planet Nine will issue monthly invoices to Customer during the Term, and Customer will pay all amounts not the subject of a good faith dispute set forth on any such invoice no later than thirty (30) days after the date of such invoice.

3.2 Payments. Payments due to Planet Nine under this Agreement must be made in U.S. dollars by check, wire transfer of immediately available funds to an account designated by Planet Nine or such other payment method mutually agreed by the Parties. Except as otherwise provided herein, payments are non-refundable and Customer shall have no right to set off, discount or otherwise reduce or refuse to pay any amounts due to Planet Nine under this Agreement. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law. Customer will reimburse Planet Nine for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

3.3 Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Planet Nine hereunder, other than any taxes imposed on Planet Nine's income. In the event that Customer is required to deduct or withhold any taxes from the amounts payable to

Planet Nine hereunder, Customer may withhold such amounts from the amounts otherwise payable to Planet Nine hereunder, unless Planet Nine provides a valid tax withholding exemption certificate in due course.

#### 4. **CONFIDENTIAL INFORMATION.**

4.1 Definition. As used herein, “**Confidential Information**” means any information that one Party (the “**Disclosing Party**”) provides to the other Party (the “**Receiving Party**”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. The Technology, Feedback and the Documentation will be deemed Confidential Information of Planet Nine. However, Confidential Information will not include any information or materials that: (i) are at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) are rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

4.2 Obligations. The Receiving Party will maintain the Disclosing Party’s Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will use the same level of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure as it uses to protect its own Confidential Information, but in no event less than reasonable care, and will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to the extent legally permitted to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure and will reasonably cooperate with the Disclosing Party in seeking such protective order, at the Disclosing Party’s expense. Both Parties agree that all

items of Confidential Information are proprietary to the Disclosing Party, and shall remain the sole property of the Disclosing Party.

4.3 Terms of Agreement. The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party’s advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

#### 5. **CUSTOMER MATERIALS AND DATA.**

5.1 Ownership. Planet Nine acknowledges that, as between Customer and Planet Nine, Customer owns and retains all right, title and interest in and to all Customer Materials. Except for the limited license granted in Section 5.2, Planet Nine has no right, title or interest in or to the Customer Materials.

5.2 License: Restrictions. Notwithstanding anything in this Agreement to the contrary, Customer hereby grants to Planet Nine a non-exclusive, worldwide, revocable, royalty-free right and license during the Term to use, host, reproduce, display and perform publicly, and modify the Customer Materials solely for the purpose of hosting, operating and providing the Technology to Customer, including by generating the Aggregate Data. For the avoidance of doubt, Planet Nine may not use, host, reproduce, display and/or perform publicly, or modify the Customer Materials for any other purposes.

5.3 Data Security. Each Party will use commercially reasonable efforts and take no less than best industry standard precautions to store, collect, transmit, handle and receive all data received from the other Party in connection with this Agreement, and will cooperate with one another in good faith with respect to any issue, inquiry or incident involving the security of such data to the extent necessary to comply with applicable laws, rules and regulations including, without limitation, all applicable data protection and privacy laws.

#### 6. **REPRESENTATIONS AND WARRANTIES.**

6.1 Mutual Warranties. Each Party hereby represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of

such Party, and constitute a valid and binding agreement of such Party.

6.2 Planet Nine Warranties. Planet Nine represents and warrants that (i) its provision of the Services will comply with all applicable state and federal laws, rules and regulations applicable to Planet Nine (provided that compliance with all laws applicable to Customer Materials is the sole responsibility of Customer), (ii) the Services will conform to and perform in all material respects in accordance with the published specifications, the documentation therefor and all requirements of this Agreement, and (iii) it owns or has acquired, at its own expense, all proprietary rights related to the Services and necessary to grant the intellectual property licenses and rights set forth in this Agreement.

6.3 Customer Warranties. Customer represents and warrants that (i) its use of the Services (including Customer Materials) will comply with all applicable state and federal laws, rules and regulations, and (ii) it owns or has acquired, at its own expense, all proprietary rights related to the Customer Materials and necessary to grant the intellectual property licenses and rights set forth in this Agreement.

6.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ADDENDUM HERETO, THE TECHNOLOGY AND OTHER PLANET NINE IP ARE PROVIDED ON AN "AS IS" BASIS, AND PLANET NINE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE PLANET NINE IP, THE TECHNOLOGY OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLANET NINE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY EXHIBIT HERETO, PLANET NINE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE TECHNOLOGY WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, AND ALL WARRANTIES AND LIABILITIES RELATING TO THE ACTS AND OMISSIONS OF CUSTOMERS.

## 7. INDEMNIFICATION.

7.1 Indemnification by Customer. Customer will defend Planet Nine against any third party claims ("**Claims**") arising from (a) a claim that any Customer Materials infringe or violate any third party's intellectual property or

other proprietary rights, privacy rights or data protection obligations; or (b) a claim that the use, provision, transmission, display or storage of Customer Materials or any Deliverables violates any applicable law, rule or regulation, and in each case, will indemnify and hold harmless Planet Nine against any damages and costs awarded against Planet Nine or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

7.2 Indemnification by Planet Nine. Planet Nine will defend Customer against any Claims that the Services or Customer's authorized use thereof infringe, violate or misappropriate any U.S. patent, copyrights or trade secrets or other intellectual property rights of any third party, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Planet Nine (including reasonable attorneys' fees) resulting from such Claim. Planet Nine's obligations under this section will not apply to Claims to the extent arising from (i) Customer's use of the Services in violation of this Agreement, (ii) modification of the Services by any party other than Planet Nine without Planet Nine's express consent, or (iii) the combination, operation, or use of the Services with other applications, portions of applications, product(s), data or services where the Services would not by themselves be infringing. Upon the occurrence of a claim for which indemnity is or may be due under this Section 7.2, or in the event that Planet Nine believes that such a claim is likely, Planet Nine may, at its option (a) modify the Services so that they becomes non-infringing, or substitute equivalent software or services, while providing equally or more suitable features and functionality or (b) procure the rights to use such infringing component(s) to the full extent provided in this Agreement.

7.3 Indemnification Procedures. In the event of a Claim, the Party seeking indemnification (the "**Indemnified Party**") will promptly notify the other Party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (*provided* that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified

Party may defend itself and seek reimbursement from the Indemnifying Party.

## 8. LIMITATIONS OF LIABILITY.

8.1 Exclusion of Damages. EXCEPT FOR: (I) ANY INDEMNIFICATION OBLIGATION HEREUNDER, (II) FRAUD, OR WILLFUL MISCONDUCT, (III) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (IV) VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.2 Total Liability. EXCEPT FOR: (I) ANY INDEMNIFICATION OBLIGATION HEREUNDER, (II) FRAUD, OR WILLFUL MISCONDUCT, (III) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, (IV) VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) CUSTOMER'S PAYMENT OBLIGATIONS OR REPRESENTATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID AND PAYABLE BY CUSTOMER TO PLANET NINE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN PLANET NINE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

## 9. TERM AND TERMINATION.

9.1 Term. The Term of this Agreement begins on the Effective Date and will continue until the expiration or termination of all Sales Orders.

9.2 Termination. Either Party may terminate this Agreement or any Sales Order, if the other Party materially breaches this Agreement, and such breach remains

uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

9.3 Survival. This Section 9.3 and Sections 1, 2.2, 2.6, 2.8, 3 (solely with respect to amounts due or otherwise accrued through the effective date of termination), 4, 5.1, 7, 8, 9.4, 9.5 and 10 survive any termination or expiration of this Agreement.

9.4 Effect of Termination. Upon expiration or termination of this Agreement: (a) the rights granted pursuant to Section 2.1 and Section 5.2 will terminate; and (b) each Party will return or destroy, at the other Party's sole option, all Confidential Information of the other Party in its possession or control, subject to Section 9.5. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination or entitle Customer to any refund.

## 10. GENERAL.

10.1 Entire Agreement. This Agreement, including its Sales Orders, the Professional Services Addendum and exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

10.2 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent to the address or email address set forth in the Sales Order attached above or to such other address as may be specified by the relevant Party to the other Party in accordance with this Section 10.2. Such notices will be deemed given: (a) when delivered personally; (b) one (1) business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party.

10.3 Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective

unless it is in writing and signed by the Party granting the waiver.

10.4 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

10.5 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Israel without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Tel Aviv, Israel and the Parties irrevocably consent to the personal jurisdiction and venue therein.

10.6 Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign this Agreement without such consent to any person or entity controlling, controlled by, or controlled in conjunction with such Party or that acquires all or substantially all of the assets and business to which this Agreement relates of the assigning Party by merger or purchase. As used herein, the terms "controlling," "controlled by," and "controlled in conjunction with", shall mean the ownership of at least fifty percent (50%) of the equity interests of such party or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such party. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

10.7 Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of Customer, Section 2.1 or 2.2, or, in the case of Planet Nine, Section 5.1 or 5.2, would cause the other Party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are

not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.8 Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, and which could not be avoided by such Party using commercially reasonable efforts, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics (including but not limited to SARS-CoV-2 (COVID-19) or any mutation thereof), epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

10.9 Publicity. Notwithstanding the provisions of Section 4, each Party will have the right to publicly announce the existence of the business relationship between the Parties. In addition, during the Term, Planet Nine may use Customer's name, trademarks, and logos as provided by Customer (collectively, "**Customer's Marks**") on Planet Nine's website and in its marketing materials to identify Customer as Planet Nine's customer, and for the purpose of providing the Technology and any Professional Services (as defined in the Professional Services Addendum attached hereto) to Customer, provided that in each case Planet Nine will adhere to the usage guidelines furnished by Customer with respect to Customer's Marks.

10.10 Subcontracting. Planet Nine may use subcontractors, and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate; *provided* that the Planet Nine remains responsible for the performance of each such Subcontractor. Notwithstanding anything to the contrary in this Agreement, with respect to any third-party vendors including any hosting (e.g. AWS) or payment vendors (e.g. PayPal), Planet Nine will use commercially reasonable efforts to guard against any damages or issues arising in connection with such vendors, but will not be liable for the acts or omissions of such third-party vendors except to the extent that it has been finally adjudicated that such damages or issues were caused directly or indirectly from the gross negligence or willful misconduct of Planet Nine.

10.11 Export Regulation. Customer will comply with all applicable federal laws, regulations and rules that prohibit or restrict the export or re-export of the Technology or software, or any Customer Materials, outside the United States ("**Export Rules**"), and will complete all undertakings

required by Export Rules, including obtaining any necessary export license or other governmental approval.

10.12 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

10.13 No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

10.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## PROFESSIONAL SERVICES ADDENDUM

This PROFESSIONAL SERVICES ADDENDUM (the “**Professional Services Addendum**”) is an addendum to, and is hereby incorporated into, the Planet Nine Platform Subscription Agreement between Planet Nine and Customer (the “**Agreement**”). Capitalized terms used in this Professional Services Addendum that are not otherwise defined in this Professional Services Addendum have the meaning set forth in the Agreement. This Professional Services Addendum is subject to the terms and conditions set forth in the Agreement. In the event of a conflict between the Agreement and this Professional Services Addendum, this Professional Services Addendum shall govern.

### 1. PROFESSIONAL SERVICES.

**1.1 Professional Services.** The Parties anticipate that Customer may desire to engage Planet Nine to perform certain services for Customer in each case in accordance with the terms and conditions set forth in this Professional Services Addendum. Planet Nine shall perform the services as set forth in SOWs (as defined below) separately executed by the Parties (the “**Professional Services**”) and provide any deliverables identified in an applicable SOW (“**Deliverables**”). Planet Nine shall perform the Professional Services in a professional manner in accordance with industry standards.

**1.2 Statement of Work.** Customer may request that Planet Nine perform Professional Services pursuant to a separate statement of work (each, a “**Statement of Work**” or “**SOW**”). Such SOW shall describe the fees, costs and expenses payable by Customer to Planet Nine in connection with the performance of such services. Until the acceptance in writing by each Party of the proposed SOW, neither Party shall have any obligation to perform the proposed Professional Services, provided that this Professional Services Addendum shall remain in full force and effect in accordance with Section 5.1. Each SOW, regardless of whether it relates to the same subject matter as any previously executed SOW(s), shall become effective upon execution by authorized representatives of both Parties.

**1.3 Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular SOW by written request to Planet Nine specifying the desired modifications. Planet Nine shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the SOW. If accepted in writing by Customer, such modifications in the SOW shall be performed under the terms of this Professional Services Addendum. Modifications in any SOW shall become effective only when agreed to in writing by the Parties.

**1.4 Suitability.** Planet Nine shall assign employees and, subject to the Agreement, subcontractors with qualifications suitable for the work described in the relevant SOW.

**1.5 Customer Materials.** Customer will make available to Planet Nine all Customer Materials required under the specific SOW to perform the Professional

Services. Subject to the terms and conditions of the Agreement, Customer hereby grants to Planet Nine a non-exclusive, non-transferable (except in accordance with Section 10.6 of the Agreement), non-sublicenseable (except to authorized Subcontractors in connection with the performance of Services) right and license to use any Customer Materials during the term of this Professional Services Addendum to the extent necessary to provide the Professional Services.

**2. FEES AND PAYMENTS.** In consideration of the Professional Services, Customer shall pay to Planet Nine the fees set forth in the applicable Sales Order or SOW (including expenses for which reimbursement is contemplated in the applicable SOW) in accordance with the Agreement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Professional Services Addendum and each applicable SOW.

### 3. PROPRIETARY RIGHTS.

**3.1 Deliverables; Developments.** Unless otherwise set forth in the applicable SOW, ownership of all Deliverables and all work product, developments, inventions, technology or materials conceived, created, developed, acquired, or provided under this Professional Services Addendum for Customer by Planet Nine (alone or with others), including, without limitation, any improvements, enhancements, modifications or derivative works of Customer Materials (collectively, “**Developments**”), shall be solely owned by Planet Nine and shall constitute Planet Nine’s Confidential Information. Developments shall not include any Planet Nine IP conceived, created, developed, or acquired, by Planet Nine prior to commencement of Planet Nine’s engagement by Customer (“**Background Technology**”). Planet Nine hereby grants Customer a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use any Developments and any Background Technology contained in such Developments solely for its internal business purposes. Planet Nine shall remain the owner of all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights (“**Intellectual Property Rights**”) worldwide in and to the Developments.

**3.2 Third Party Technology.** In addition, Developments may include software, materials or other technology which is owned or controlled by a third party

(**Third Party Technology**). Such Third Party Technology is subject to third party terms and conditions, which will be disclosed to the Customer if required, and Customer's use of such Third Party Technology is subject to such third party terms and conditions in addition to this Agreement.

**3.3 Assistance.** Planet Nine agrees to reasonably cooperate with Customer or its designee(s), both during and after the term of this Professional Services Addendum and the Term of the Agreement, in applying for, obtaining, perfecting, evidencing, sustaining and enforcing Customer's Intellectual Property Rights in the Developments, including, without limitation, executing such written instruments as may be reasonably requested by Customer and doing such other acts as may be reasonably necessary in the opinion of Customer to obtain a patent, register a copyright, or otherwise enforce Customer's rights in such Developments.

**3.4 License; Restrictions.** Customer hereby grants to Planet Nine a non-exclusive, worldwide, revocable, royalty-free right and license during the Term of the Agreement to use, host, reproduce, display and perform publicly, and modify the Customer Materials owned by Customer solely for the purpose of hosting, operating, and providing the Technology to Customer. For the avoidance

of doubt, Planet Nine may not use, host, reproduce, display and/or perform publicly, or modify the Customer Materials in connection with providing services to any other customers of Planet Nine or for any purpose other than hosting, operating and providing the Technology to Customer.

**4. WARRANTIES AND LIABILITY.** Planet Nine represents and warrants that (a) the Developments shall be the original work of Planet Nine, and any persons involved in the development of Developments have executed (or prior to any such involvement, shall execute) a written agreement with Planet Nine in which such persons (i) assign to Planet Nine all right, title and interest in and to the Developments in order that Planet Nine may fully grant the rights to Customer as provided herein and (ii) agree to be bound by confidentiality and non-disclosure obligations no less restrictive than those set forth in this Agreement; and (b) Planet Nine has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained.

**5. SURVIVAL.** Sections 2, 3, 4, and 5 will survive the termination or expiration of the Agreement.