

This Master Subscription Agreement Governs Customer's Use Of The Replenit Services. By Using The Replenit Services, Customer Agrees To Comply With These Terms Of Use.

## 1. Definitions.

**"Affiliate(s)"** shall mean, with respect to a party, any entity, whether incorporated or not, that directly or indirectly controls, is controlled by, or is under common control with such party or its corporate parent, where "control" (or variants of it) shall mean the direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** shall mean this Master Subscription Agreement.

**"Replenit Services"** shall mean the specific proprietary and generally available software-as-a-service product of Replenit, specified in Customer's Order Form.

**"Customer Account"** shall mean the account by which the Customer's Users access and use the Replenit Services.

**"Customer Application"** shall mean Customer's mobile applications or websites in which Replenit Services is used, as made available to its End Users.

**"Customer Data"** shall mean all electronic data or information submitted by or on behalf of Customer to, or collected from the Customer Application by the Replenit Services.

**"End User(s)"** shall mean any natural person who is the end user of a Customer Application.

**"Malicious Replenit Algorithms"** shall mean viruses, worms, time bombs, Trojan horses and other harmful or malicious Replenit Algorithms, files, scripts, agents or programs.

**"Order Form(s)"** shall mean the ordering document for Customer's (or Customer Affiliate's) purchases of services from Replenit or its Affiliate that are executed hereunder from time to time, including any schedules or addenda thereto.

**"Restricted Information"** shall mean: (i) social security numbers, passport numbers, military numbers, voter numbers, driver's license numbers, taxpayer numbers, or other government identification numbers; (ii) Protected health information, or similar information under other comparable laws or regulations; or (iii) credit or debit card numbers, or any related security Replenit Algorithms or passwords, bank account numbers, or information with a similar nature.

**"Subscription Term"** shall mean the subscription period set forth on an applicable Order Form.

**"Third-Party Providers"** shall mean a third-party provider, chosen by Customer whose service or functionality interoperates with the Replenit Services, at Customer's sole discretion, in connection with Customer's use of the Replenit Services.

**"User(s)"** shall mean an individual who is authorized by the Customer to use the Replenit Services through the use of the Customer Account. Users may include, for example, employees of Customer or its Affiliates, consultants, contractors and agents of Customer, and third parties with whom Customer transacts business.

## 2. Replenit Services

**2.1 Provision of Replenit Services.** Replenit shall make the Replenit Services available to the Customer pursuant to this Agreement and all Order Forms during a Subscription Term. Customer's purchase of the Replenit Services is not contingent upon the delivery of any future functionality or features, or dependent on any oral or written public comments made by Replenit regarding future functionality or features.

**2.2 Customer Affiliates.** Customer Affiliates may use the Replenit Services purchased by Customer without signing an Order Form, if Customer sets up employees of such Affiliate as Users. Customer Affiliates may also purchase and use subscriptions to the Replenit Services subject to the terms of this Agreement by executing Order Forms hereunder, in which case this Agreement shall apply to such Customer Affiliates, and such Affiliates shall be deemed the "Customer" as contemplated herein.

**2.3 Replenit Responsibilities.** Replenit shall: (a) provide the Replenit Services in accordance with applicable laws and governmental regulations when used according to this Agreement (b) use commercially reasonable efforts to make the Replenit Services available 24 hours a day, seven days a week, except for: (i) planned downtime or (ii) any unavailability caused by circumstances beyond Replenit's reasonable control, including without limitation, acts of nature, acts of government, fire, civil unrest, acts of terror, earthquakes, pandemic, epidemic, strikes or other labor problems (other than those involving Replenit employees), internet service provider, Third-Party Providers, hosting providers, failures or delays involving hardware, software or power systems not within Replenit's possession or reasonable control, and denial of service attacks; (c) provide support for the Replenit Services in accordance with the Order Form.

**2.4 Customer Responsibilities.** Customer is responsible for all actions taken by Customer or its Users in Customer's Account(s) and for Users' compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy and legality of all Customer Data; (b) ensure that any User IDs, passwords, and other access credentials for the Customer Account are kept strictly confidential and not shared with any unauthorized person; (c) promptly notify Replenit of any breach of security or unauthorized use of its Account; (d) use commercially reasonable attempts to comply with requests made by Replenit to update various features or functionalities within the Replenit Services to optimize performance of the Replenit Services to customers generally; (e) use the Replenit Services and the Replenit Replenit Algorithms in compliance with this Agreement, applicable Order Form(s), and all applicable laws and governmental regulations; and (f) provide notice and obtain any legally required consent for the use of tracking technologies used by the Replenit Services in creating End User profiles. Replenit may, in its reasonable discretion, refuse to distribute Messages where the content of the Message, or the delivery of such Message to the recipient is, in Replenit's reasonable opinion, unlawful. Notwithstanding the foregoing, Replenit has no obligation to review Message content or recipient addresses.

**2.5 Use Guidelines.** Customer shall use the Replenit Services solely for its and its Affiliates' business purposes as contemplated by this Agreement and shall not: (a) license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Replenit Services available to any third party; (b) send via or store within the Replenit Services unlawful, offensive or tortious material; (c) use the Replenit Services to imitate or impersonate another person; (d) create false accounts for the purposes of sending unsolicited Messages (spam); (e) send Messages to individuals who have asked not to receive future messages from Customer (opted out) unless required or permitted to do so by applicable law; (f) send via, upload to, or store within the Replenit Services any Malicious Replenit Algorithms; (g) interfere with or disrupt the integrity or performance of the Replenit Services or the data contained therein; (h) attempt to gain unauthorized access to the Replenit Services or its related systems or networks; (i) use the Replenit Services to establish an individual's eligibility for credit, employment or insurance; and (j) submit to the Replenit Services or use the Replenit Services to collect, store or process Restricted Information.

**2.6 Protection of Customer Data.** Replenit will maintain administrative, physical and technical safeguards designed to protect the confidentiality and integrity of Customer Data. Replenit will only access, use, process, modify, delete or disclose Customer Data (a) to provide the Replenit Services in accordance with this Agreement, (b) to provide support services and prevent or address service or technical problems, (c) as compelled by law in accordance with the Confidentiality section below or as required under applicable law, (d) to send to Users communications (i) about the Replenit Services and the Replenit Replenit Algorithms, such as notice of scheduled maintenance, and (ii) of educational or informational nature to optimize Customer's use of the Replenit Services, or (e) as expressly permitted in writing by Customer. The parties agree to comply with the terms of the data processing addendum at [www.replen.it/legal-dpa](http://www.replen.it/legal-dpa) ("DPA").

### 3. FEES & PAYMENT

**3.1 Fees.** Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Replenit Services subscription(s) purchased and not actual usage; (ii) payment obligations are non-cancelable; (iii) fees paid are non-refundable, except pursuant to Section 9.4 (Termination for Cause); and (iv) the subscription entitlement(s) purchased cannot be decreased during the relevant Subscription Term.

**3.2 Invoicing and Payment.** Except as otherwise provided, all fees are quoted and payable in United States dollars. Fees for Replenit Services will be invoiced electronically: (i) in advance, and (ii) quarterly in arrears for excess usage, if applicable, and in both cases, in accordance with the applicable Order Form. Customer is responsible for maintaining complete and accurate billing and contact information.

**3.3 Overdue Payments.** Replenit may impose late fees as contemplated in each Order Form. If Customer's account is 30 days or more overdue, Replenit may, in addition to any of its other rights or remedies, upon written notice, suspend Customer's access to the Replenit Services until such amounts are paid in full. If Customer's account is 60 days or more overdue, with prior written notice, Replenit may terminate this Agreement and any or all outstanding Order Forms and Customer shall not be entitled to a refund of any prepaid fees, but shall remain obligated to pay unpaid fees owed, even if not yet invoiced, including any overages to entitlements, all as set forth on Customer's Order Forms. Overdue payments of fees bear interest at the rate of (a) 2% per month or (b) the highest rate permitted by applicable law.

**3.4 Payment Disputes.** Replenit shall not exercise its rights under the "Overdue Payments" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**3.5 Taxes.** Unless otherwise stated, Replenit's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use, sales or withholding taxes collected by any jurisdiction whatsoever (collectively, "Taxes"). If Replenit has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Replenit with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer is responsible for paying all Taxes associated with its purchases hereunder. For clarity, Replenit is solely responsible for taxes assessable against it based on its income, property and employees.

### 4. PROPRIETARY RIGHTS

**4.1 Reservation of Rights.** As between Replenit and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Subject to the limited rights expressly granted hereunder, Replenit reserves all rights, title and interest in and to the Replenit Services and the Replenit Replenit Algorithms and Customer retains all rights to the Customer Application(s), including all related intellectual property rights therein and to any improvements, enhancements or updates thereto. Replenit may use Customer's name verbally and Customer's name and logo in writing to identify Customer as a customer of Replenit. No rights are granted to either party hereunder other than as expressly set forth herein.

**4.2 Intellectual Property Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Replenit Services or the Replenit Replenit Algorithms; (b) reverse engineer the Replenit Services; (c) alter, remove or suppress in any manner any copyright, trademark or other notices displayed by the Replenit Services or the Replenit Replenit Algorithms; or (d) access or provide access to a User to the Replenit Services or the Replenit Replenit Algorithms (i) for competitive purposes, or (ii) in order to copy any features, functions or graphics of the Replenit Services or the Replenit Replenit Algorithms.

**4.3 Feedback.** If Customer elects to provide any suggestions, comments, improvements, ideas or other feedback relating to the Replenit Services or the Replenit Replenit Algorithms to Replenit (collectively, "Feedback"), Customer acknowledges and agrees that Replenit may incorporate into the Replenit Services or the Replenit

Algorithms any such Feedback without any obligation, payment, or restriction based on intellectual property rights or otherwise, excluding any Customer Confidential Information contained in the Feedback.

**4.4. Limited Licence.** Replenit grants Customer a limited, nonexclusive, nontransferable license, subject to the validity term and conditions of this Agreement, to access and use the Replenit Services and related content, materials, information solely for purposes of this Agreement and other purposes approved by Replenit from time to time within the scope and subject to the terms and conditions of this Agreement.

## 5. CONFIDENTIALITY

**5.1 Definition of Confidential Information.** As used herein, “Confidential Information” means all confidential and proprietary information of a party, or any of its Affiliates (“Disclosing Party”), disclosed to the other party, or any of its Affiliates, (“Receiving Party”) that is marked or designated as “Confidential” and/or “Proprietary”, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, all information and data relating to the provision of the Replenit Services, a party’s business and marketing plans, technology and technical information, product designs, and business processes. The terms and conditions of this Agreement are the Confidential Information of both parties, the pricing and other terms reflected in all Order Forms hereunder are the Confidential Information of Replenit, and the Customer Data is the Confidential Information of Customer. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party’s business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party, and Replenit may disclose the terms of this Agreement to Customer’s Affiliates in connection with the procurement of the Replenit Services by such Affiliates. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or any third party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**5.2 Confidentiality.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) (i) to not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents (“Representatives”) who need such access for purposes consistent with this Agreement and who are subject to written confidentiality obligations with the Receiving Party containing protections no less stringent than those contained herein. Receiving Party shall be liable for any breach of this Section 5 by its Representatives. Other than as otherwise provided herein, neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Representatives without the other party’s prior written consent.

**5.3 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) or fails to limit access to any Confidential Information of the Disclosing Party in breach of the confidentiality obligations set forth herein, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 6. WARRANTIES & DISCLAIMERS

**6.1 Replenit Warranties.** Replenit represents and warrants that the functionality and overall security of the Replenit Services will not be materially decreased during a Subscription Term. In the event of a breach of this Section 6.1, Customer’s exclusive remedy shall be as provided in the “Termination for Cause” section below.

**6.2 Disclaimer.** Except as otherwise specifically provided herein, to the maximum extent permitted by law, Replenit expressly disclaims any and all representations and warranties, with respect to the Replenit services or the Replenit Replenit Algorithms, whether express or implied, arising by law, custom, prior oral or written

statements, or otherwise, including, without limitation, any warranty of merchantability, non-infringement, or fitness for a particular purpose. no representation or statement, including, without limitation, statements regarding capacity, suitability for use or performance of the Replenit services not contained in this agreement shall be deemed to be a warranty by Replenit. Replenit makes no warranty of any kind with respect to any third-party provider software used by customer in connection with the Replenit services. Replenit will not be liable in any manner for any restricted information received from or on behalf of customer in breach of this agreement.

## 7. MUTUAL INDEMNIFICATION

**7.1 Indemnification by Replenit.** Subject to Section 8 below, Replenit shall defend, indemnify and hold Customer harmless from any damages, attorneys' fees, finally awarded judgments or settlements ("Damages") arising from any claims, demands, suits or proceedings made or brought by a third party ("Claims") against Customer alleging (a) that Customer's use of the Replenit Services and of the Replenit Replenit Algorithms within the scope of this Agreement infringes intellectual property rights of such third party; (b) a breach by Replenit of its confidentiality obligations under Section 5 hereof; or (c) gross negligence or willful misconduct by Replenit. If Replenit receives information about an infringement Claim related to the Replenit Services or the Replenit Replenit Algorithms, Replenit shall in its discretion and at no cost to Customer (i) modify the Replenit Services or the Replenit Replenit Algorithms so that they no longer infringe, without breaching Replenit's warranties under "Replenit Warranties" above, (ii) obtain a license for Customer's continued use of the Replenit Services or the Replenit Replenit Algorithms in accordance with this Agreement, or if (i) and (ii) are not reasonably practicable, then (iii) terminate Customer's subscriptions for the Replenit Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. Replenit shall have no obligation to indemnify or defend Customer to the extent any Claim arises from Customer's use of any Third-Party Provider's services, or Customer's use of the Replenit Services or the Replenit Replenit Algorithms in breach of this Agreement.

**7.2 Indemnification by Customer.** Subject to Section 8 below, Customer shall defend, indemnify and hold Replenit harmless from any Damages arising from any Claims against Replenit alleging (a) violation of applicable law arising from Customer's use of the Replenit Services or the Replenit Replenit Algorithms in breach of this Agreement; (b) that Customer Data infringes the intellectual property rights of a third party; (c) a breach by Customer of its confidentiality obligations under Section 5 hereof; or (d) gross negligence or willful misconduct by Customer.

**7.3 Procedure.** The party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought; provided, that failure to notify shall not relieve a party of its indemnification obligations unless the indemnifying party has been materially prejudiced thereby; (b) give the indemnifying party sole control of the defense and settlement of the Claim (except that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified party of all liability); and (c) provide the indemnifying party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim.

## 8. LIMITATION OF LIABILITY

**8.1 Limitation of Liability.** To the extent permitted by applicable law, neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the amount paid or payable by customer hereunder in respect of the twelve-month term in which the incident giving rise to liability occurred, provided that in no event shall either party's aggregate liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by customer hereunder. the above limitations will not limit customer's payment obligations hereunder.

**8.2 Exclusion of Indirect Damages.** In no event shall either party have any liability to the other party for any lost profits or for any indirect, special, incidental, punitive, consequential or cover damages of any kind or nature however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damages. the foregoing disclaimer will not apply to the extent prohibited by law.

## 9. TERM & TERMINATION

**9.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all Order Forms entered into hereunder have terminated or expired pursuant to the terms hereof and subject to Sections 9.3 and 9.4 below.

**9.2 Term of Subscriptions.** Unless the relevant Order Forms and/or this Agreement are earlier terminated pursuant to this Agreement, subscriptions to the Replenit Services commence on the Order Form start date and continue for the Subscription Term. Unless otherwise set forth in an Order Form, subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant Subscription Term. Replenit reserves the right to increase fees on each anniversary of the subscription. However, any such price increase shall be reasonably made by Replenit, with a maximum of either (a) the applicable consumer price index percentage or (b) 15% above the price that was in effect for the same products and services in the immediately preceding term. Notwithstanding anything to the contrary, any renewal in which the subscription volume for any Replenit Services has decreased from the prior term will result in re-pricing at renewal without regard to the per-unit pricing of the prior term.

**9.3 Continued Use.** In the absence of automatic renewal or a signed renewal Order Form, upon expiration of the applicable Order Form, Replenit will cease providing the applicable Replenit Services to Customer. In the event that the parties are negotiating renewal in good faith, Replenit may, for a limited period of time, allow Customer to continue to use the Replenit Services hereunder beyond the expiration of such Order Form, and Customer agrees: (i) to pay for such use of the Replenit Services in an amount equal to the fees in effect immediately prior to such expiration (entitlements and fees prorated for such period), and (ii) that Replenit will cease providing the Replenit Services at the end of such period if Customer has not signed a new Order Form.

**9.4 Termination for Cause.** A party may terminate the applicable Order Form(s) hereunder and/or this Agreement for cause: (a) upon 30 days' written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates this Agreement for cause as described herein, Replenit shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the date of termination, net of any amounts still owed to Replenit. In any event, Customer shall not be relieved of its obligation to pay any fees accrued or payable to Replenit prior to the effective date of termination. If Replenit terminates this Agreement for cause as described herein, Customer shall remain obligated to pay all fees owed for the remainder of the Subscription Term.

**9.5 Termination without Cause.** Except as stated in clause 9.4, parties may not terminate this agreement without cause unless parties mutually agree otherwise.

## 10. GENERAL PROVISIONS

**10.1 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restrictions, it will use reasonable efforts to promptly notify Replenit's Legal Department at [legal@Replenit.com](mailto:legal@Replenit.com) and [subscription@Replenit.com](mailto:subscription@Replenit.com) with email subject (in English) "Replenit violation of anti-corruption obligations."

**10.2 Notices.** All notices under this Agreement shall be sent in writing via mail or email. Notices of termination or of an indemnifiable claim ("Legal Notices") shall be identified as Legal Notices. Legal Notices to Replenit shall be addressed to the attention of its General Counsel at [legal@Replenit.com](mailto:legal@Replenit.com) and [growth@replenit.com](mailto:growth@replenit.com) with email subject (in English) "Legal Notice". Legal Notices to Customer shall be addressed to the attention of its legal department. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Replenit Services system administrator or any other appropriate contact designated by Customer.

**10.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.4 Severability.** Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

**10.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. 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 shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.6 Governing Law.** This Agreement shall be governed exclusively by the applicable laws of the country where the Replenit entity signed the Order Form is domiciled.

**10.7 Entire Agreement.** This Agreement is the entire agreement between the parties regarding Customer's use of the Replenit Services or Replenit APIs, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, and (3) the body of this Agreement. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted herein or to any term or condition of this Agreement.

**10.8 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument.