

MASTER SUBSCRIPTION AGREEMENT AND TERMS OF SERVICE

The following master subscription agreement and terms of service (the Agreement) govern your use of the Services. The Agreement is a legally binding agreement between Afi Technologies, Inc and its corporate affiliates, and subsidiaries (collectively "Us" or "Afi"), and "You" as the "Customer".

By using the Services, by executing an Afi Order Form or installing Afi Backup, You agree to the Agreement.

If You are entering into this Agreement on behalf of a company or other legal entity, You agree that You have the authority to bind such entity to this Agreement, in which case the terms Customer, You, Your or Yours shall refer to such entity.

All use of the Services shall be subject to the specifications, fees, features, scope, duration and such additional terms and conditions, which are specified under the corresponding Order Form which You or Customer have signed, accepted in the Licensing and Subscription section of your Afi portal, or otherwise authorized in conjunction with the purchase of the Services. The terms and conditions of the Order Form are hereby incorporated by reference into this Agreement, and in the event of conflict between the Order Form and this Agreement, the Order Form shall control.

1. Definitions

"Customer" means the natural or legal person who subscribes and activates the Services made available by Afi and accepts the responsibility for performing payments for these Services.

"Subscription" refers to the specific access terms of a Customer to the Services in consideration of the payment of a fee for a defined period, within the usage limits specified in the Order Form.

"Services" means all products, software, services, and websites, made available by Afi, which allow you to manage your data in cloud applications, including Kubernetes, Microsoft 365, Google Workspace, Google Cloud Platform, Microsoft Azure and Amazon Web Services.

"Subscription Term" means the period of time that You may use and access the Services as set forth in the applicable Order Form.

"Content" means electronic data and information submitted by You to the Services or collected and processed by You using the Services.

"User" means Customer's employees, agents, consultants, contractors or other individual users that have been granted the right to access and use the Services by Customer, in the performance of their duties for Customer, and for which Customer has purchased the Services.

"Reseller" means one of Our partner resellers through whom You purchase the Services.

"Order Form" means the Afi licensing online form that you accept when you subscribe to the Services, or an ordering document specifying the Services to be provided, that is entered into between You and Us or any of Our Affiliates or Resellers.

2. Our Responsibilities

2.1. Provision the Services. Pursuant to this Agreement and to the Order Form(s), we agree (i) provide the Services in accordance with applicable laws and government regulations (ii) to provide customer support for the Services, (iii) use reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control.

2.2 Protection of Your Content. We will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Content. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Content by Our personnel except (a) to provide the Services, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, (c) as set forth in our Privacy Policy, or (d) as You expressly permit in writing.

2.3 California Consumer Privacy Act. We do not receive any Personal Information from You ("Your Personal Information") as consideration for the Services or other items provided by Us to You. Except as expressly set forth in the Agreement, We shall not (a) have, derive or exercise any rights or benefits regarding Your Personal Information, (b) Sell Your Personal Information, or (c) collect, retain, share or use Your Personal Information except as necessary for the sole purpose of performing the Services. We agree to refrain from taking any action that would cause any transfers of Your Personal Information, either to Us or from Us, to qualify as a Sale of Personal Information under the CCPA. We understand and will comply with the restrictions set forth in this Section and the applicable requirements of the CCPA. For the purposes of this Section, We are a Service Provider and the terms "Personal Information", "Sell", "Sale", and "Service Provider" shall have the same meaning as in the CCPA.

3. Use of Services

3.1. Your Responsibilities. You agree (i) not to access the Services if you are Afi's competitor or competitor's affiliate, (ii) not to access the Services for the primary purpose of monitoring its availability, performance or functionality, or for any other benchmarking purposes, (iii) not to copy, distribute, perform, or display any ideas, features, functions, content or graphics which are proprietary to the Services; (iv) not to transmit documents that are illegal, confidential without authorization, or constituting harassment, defamatory, racist, indecent, abusive, violent, threatening, vulgar, obscene or any other unacceptable document of any kind whatsoever; (v) not to use the Services for illegal purposes; (vi) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use; (vii) not to allow access to any of the Services to anyone other than You or Your Users; (viii) not to sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering.

3.2. Free Trial. If You register, We will make certain Afi Services available to You on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any Subscription Term for such Services, or (c) our decision to cancel your free trial. Your Content on our systems or in our possession or control during Your free trial will be permanently deleted at the end of the free trial.

We will have no liability for any harm or damage arising out of or in connection with a free trial. Notwithstanding section 9 (representations, warranties, exclusive remedies, and disclaimers), during the free trial the services are provided, "as-is" without any warranty.

3.3. Customer Content and Privacy. You retain all ownership and intellectual property rights in and to Your Content. Our Privacy Policy placed at afi.ai/privacy defines and describes the use and sharing of information that is received within Your use of the Services. You acknowledge that you agree to Our Privacy Policy before accessing or using the Services.

3.4. Use Outside the United States. If You are located outside of the United States, you acknowledge and agree that the Services are intended solely for business use. By accessing or using the Services, You represent and warrant that You are a duly registered business and are procuring the Services exclusively for commercial or business purposes.

4. Fees

4.1. Usage Limits. Services limits are specified in the Order Form. If You exceed a specified limit, You would need to purchase additional quantities of the Services, or decrease the usage to comply with the limits. You shall pay all fees in accordance with the Order Form. Fees are based on purchased quantities of the Services and continue for the initial subscription term specified in the Order Form or, if not specified, for an initial term of one (1) year.

4.2. Payment. You will provide Us with valid and updated credit card information, or with alternative document acceptable to Us. If You provide credit card information to Us, You (i) authorize Us to charge such credit card for the Services listed in the Order Form for the Subscription Term as set forth in Section 5.2, and (ii) shall ensure that the credit card information provided to Us is current and valid and promptly update the information if the credit card expires.

4.3. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our net income, property, and employees. By accessing or using the Services, You represent and warrant that You are duly registered to collect any applicable taxes such as VAT or GST levied on gross sales, as required by the laws and regulations of your jurisdiction, including but not limited to GST registration if you are located in Australia or New Zealand, GST/HST registration if you are located in Canada; and VAT registration if you are located in the United Kingdom, any European Union Member State, Israel or Switzerland.

4.4. Reseller Purchases. If You purchased the Services through a Reseller, all payment-related terms (including, but not limited to, pricing, billing and payment methods) will be set forth in Your agreement directly with such Reseller and such payment-related terms will supersede any conflicting terms set forth in this Section 4. We may suspend or terminate Your access to the Services in the event of non-payment of the applicable fees to Us by the Reseller, or Your uncured breach of this Agreement. Notwithstanding anything to the contrary, the agreement between You and a Reseller: (i) shall not modify any of the terms set forth herein, and (ii) is not binding on Us.

5. Term and Termination

5.1. Term of Agreement. This Agreement commences on the date You first accept it and continues until all Subscription Terms hereunder have expired or have been terminated.

5.2. Renewal. The Subscription Term shall be and renew as specified in the Order Form.

5.3. Termination for cause. A party may terminate this Agreement (i) after providing written notice to the other party of a material breach of its obligations under this Agreement, (ii) 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.

5.4. Termination and Refunds. You may terminate your subscription at any time by providing us with a written notice of such termination. We will refund You any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. We reserve the right to terminate Your subscription if our cost of providing the Services far exceeds your Services fees.

5.5. Access to the Services. Upon expiration or termination, You are no longer authorized to use the Services, You will no longer have access to the data and other documents that You have stored in connection with the Services and the data will be permanently deleted by Afi.

5.6. Surviving Provisions. Termination shall not be effective with respect to any provision of this Agreement that is either specifically designated as surviving termination, or should reasonably survive in order to accomplish the objectives of this Agreement.

6. Rights Granted

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title, and interest in and to the Services, including all of Our intellectual property rights. You reserve all of Your rights, title and interest in Your Content. We will use Your Content as provided in Section 6.2 below. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Our Rights to Use Your Content. You grant Us and Our Affiliates the right to use Your Content in order to provide the Services in accordance with this Agreement and the Privacy Policy or as may be required by law. Subject to the rights and licenses granted in this Agreement, we acquire no right, title, or interest from You under this Agreement in or to Your Content.

6.3. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

7. Limitations of Damages and Responsibilities

7.1. Exclusion of Consequential and Related Damages. Notwithstanding anything contained herein to the contrary, neither Party will be liable under this Agreement or under any cause of action relating to this Agreement, for any special, indirect, incidental, punitive, exemplary or consequential damages, lost profits, revenues, savings, or goodwill. This limitation is intended to apply without regard to whether other provisions of this terms have been breached or have proven ineffective.

7.2. Limitation of Liability. The cumulative liability of Afi to Customer for all claims arising from or relating to this Agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees having been paid to Afi by Customer for the Services to which the liability relates within the preceding 12-month period. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

7.3. Unlimited Liabilities. Nothing in this Agreement excludes or limits Parties liabilities for: (i) gross negligence, (ii) death, personal injury, or tangible personal property damage resulting from their negligence or the negligence of its employees, contractors or agents, (iii) matters for which liability cannot be excluded or limited under applicable law.

8. Confidentiality

8.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is designated or reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Confidential Information of each party includes all Order Forms, customer content submitted to the Services, business technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that (i) becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Notwithstanding the foregoing, Afi may mention your company name and brand in promotional materials, including sales engagements.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind and will (i) not to access 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, disclose Confidential Information of the Disclosing Party only to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 8.2.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or by the order of a court or similar judicial or administrative body to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. Representations, Warranties, Exclusive Remedies and Disclaimers

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that the Services will perform materially in accordance with the specifications set forth in the Documentation. For any breach of the warranties, Your exclusive remedy and Our sole obligation is those described in Section 5.

9.3. Mutual Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable (including applicable security breach notification law).

9.4. Disclaimers. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

10. Mutual Indemnification

10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a the Services in accordance with this Agreement infringes or misappropriates such third party's intellectual

property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon thirty (30) days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions.

10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Content, or Your use of the Services in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. Revision, Governing Law and Jurisdiction

11.1. Notices. Notice may be sent to the email address You used when subscribing to the Services or any other reasonable means. You are responsible for providing Us with Your most current e-mail address. In the event that the last e-mail address that You have provided Us is not valid, or for any reason is not capable of delivering to You the notice described above, Our dispatch of the e-mail containing a notice will nonetheless constitute effective notice of the changes described in the notice.

11.2. Revision. This Agreement is subject to revision. If We make any substantial changes, We will notify You in accordance with Section 11.1. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following dispatch of a notice to You (if applicable) or Your next use of the Services. Continued use of Our Services following notice of such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.3. Governing Law and Jurisdiction. Each party agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, in all respects, without regard to choice or conflicts of law rules, and that all disputes arising out of or relating to this Agreement are limited to the exclusive jurisdiction and venue of the state and federal courts located within Delaware. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue.

12. General Provisions

12.1. Export Compliance. The Services, other technology We make available, 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. You shall not permit Users to access or use any Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

12.2. Entire Agreement and Order of Precedence. This Agreement, including any Order Forms, is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is to be asserted. No modification or amendment of any provision of an Order Form will be effective unless in writing and signed by the party against whom the waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your 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) this Agreement.

12.3. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity securities. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.5. Third-Party Beneficiaries. Our licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable content. There are no other third-party beneficiaries under this Agreement.

12.6. Reserved for future use

12.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.9. Force Majeure. Except for payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, an act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.