

## EDWIN SUBSCRIPTION

### INITIAL ORDER FORM

Edwin Technologies Inc. “**Edwin**”

730 Arizona Ave  
Santa Monica, CA 90401

ORDER FORM for City of Coachella  
 (“**Customer**”)

Offer valid through: May 31, 2026

Proposed by: Peter Rogers

Quote Number: 113

Bill to:

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Customer’s Company Name: City of Coachella  
Billing Contact Name: Lincoln Bogard  
Billing Email Address: Lbogard@coachella.org

Billing Phone: (760) 398-3502

### PRODUCTS AND SERVICES:

| Item       | Start Date | End Date | Description                                                                                                                                                            |
|------------|------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Edwin Core | 7/1/2026   | 7/1/2029 | Edwin Core enables agencies to streamline financial operations and review cash and investment portfolios against benchmarks through automated workflows and reporting. |

### PRICING:

| Contract Year | List Annual Subscription Fee | Promotional Credit           | Net Subscription Fee | Notes                                                                                    |
|---------------|------------------------------|------------------------------|----------------------|------------------------------------------------------------------------------------------|
| Year 1        | \$25,000                     | Six (6) months complimentary | <b>\$12,500</b>      | Introductory pricing; net fee reflects six paid months. Pro-rata cancellation in Year 1. |
| Year 2        | \$25,750                     | None                         | \$25,750             | 3% increase over Year 1 list price                                                       |
| Year 3        | \$26,523                     | None                         | \$26,523             | 3% annual inflation adjustment                                                           |

### SPECIFIC TERMS (IF ANY):

Pilot Termination for Convenience (Year 1):

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During the first year of the Agreement, Customer may terminate the Agreement at any time, for convenience, upon written notice and will receive a **pro-rata refund of any prepaid fees for the unused portion of the first year.**

Auto-renewal provisions will not apply unless Customer affirmatively elects to continue beyond the initial pilot term.

Upon renewal, the annual price for the products and headcount bucket listed in this Order Form shall increase by 3% over the annual price of the final year of the Service Term of this Order Form.

Auto Renewal: This Order Form shall automatically renew for successive one-year periods following the initial pilot term, unless Customer provides Edwin with written notice of intent to terminate at least thirty (30) days prior to the end of the Service Period or the then-current Renewal Term.

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## SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement (this “**Agreement**”) is entered into and effective as of the last date of execution below (the “**Effective Date**”) between Edwin Technologies Inc. (“**Edwin**”) and the customer listed above on this initial Order Form (“**Customer**”). Edwin and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. This Agreement includes and incorporates the above initial Order Form, as well as the attached **Edwin** Subscription Terms and Conditions. The Parties may from time to time supplement this Agreement with additional modules, products or services by mutually executing one or more additional written Order Forms. Each Order Form will expressly reference this Agreement and is hereby incorporated by reference into this Agreement. In the event of any conflict or inconsistency between an Order Form and the Terms and Conditions, the Terms and Conditions shall prevail unless the Order Form expressly states that it will supersede the Terms and Conditions with respect to any particular provision. Except as expressly required by applicable law, any terms and conditions in any purchase order or other ordering document issued by Customer that are inconsistent with or in addition to the terms and conditions of the Agreement are hereby rejected by the Parties and will be deemed null and of no effect.

By signing below, Customer hereby agrees to be bound by the terms of the Agreement, and the signatory below represents and warrants to Edwin that they have the authority to bind Customer to the Agreement.

### EDWIN TECHNOLOGIES INC:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### CITY OF COACHELLA:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EDWIN SUBSCRIPTION TERMS AND CONDITIONS

These **Edwin** Subscription Terms and Conditions form part of the Agreement between Edwin and Customer and govern access to and use of the Edwin Platform by Customer and its Authorized Users.

### 1. DEFINITIONS.

(a) **“Aggregate Data”** means any data that is derived or aggregated in deidentified form from (i) any Customer Materials; or (ii) Customer’s and/or its Authorized Users’ use of the Edwin Platform, including, without limitation, any usage data or trends with respect to the Edwin Platform.

(b) **“Authorized User”** means an employee or contractor or other authorized representative whom Customer has authorized to use the Edwin Platform.

(c) **“Edwin IP”** means the Edwin Platform, the underlying software provided in conjunction with the Edwin Platform, algorithms, AI models, AI systems, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Edwin Platform or any Implementation Services, 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.

(d) **“Edwin Platform”** means Edwin’ cloud-based software platform that provides daily cash and investment visibility, bank and investment account aggregation, automated reconciliation workflows, reporting tools, and related analytics for municipal treasury and finance operations, as more particularly described or identified in the applicable Order Form, including any updates, patches, bug fixes and upgrades to the Edwin Platform as made available to Customer by Edwin.

(e) **“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 through the Edwin Platform or to Edwin in connection with Customer’s use of the Edwin Platform, but excluding, for clarity, Aggregate Data and any other information, data, data models, content or materials owned or controlled by Edwin and made available through or in connection with the Edwin Platform.

(f) **“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 Edwin to Customer (including any revised versions thereof) relating to the Edwin Platform, which may be updated from time to time upon notice to Customer.

(g) **“Implementation Services”** means the implementation and related services, if any, to be provided by Edwin to Customer as set forth in the relevant Order Form.

(h) **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and

database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(i) “**Order Form**” means a (i) mutually executed order form or other mutually agreed upon ordering document; or (ii) quote issued by Edwin and accepted by Customer, in each case which references this Agreement and sets forth the applicable Edwin Platform and/or Implementation Services to be provided by Edwin.

## 2. **EDWIN PLATFORM; ACCESS AND USE.**

(a) Edwin Platform. Subject to, and conditioned upon Customer’s compliance with, the terms and conditions of this Agreement, Edwin hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 13(f)) right to access and use the Edwin Platform during the Term, solely for Customer’s internal operational purposes.

(b) Use Restrictions. Customer will not at any time and will not permit any other person (including, without limitation, Authorized Users) to, directly or indirectly: (i) use the Edwin Platform in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Edwin Platform or Documentation, in whole or in part; (iii) decipher, reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Edwin Platform, or any components, models, algorithms or systems used to provide the Edwin Platform, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Edwin Platform to any other person, or otherwise allow any person to use the Edwin Platform for any purpose other than for the benefit of Customer in accordance with this Agreement; (v) use the Edwin Platform, Output, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Edwin Platform, or any data or content contained therein or transmitted thereby; or (vii) access or search the Edwin Platform (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 Edwin Platform features provided by Edwin for use expressly for such purposes; (viii) use the Edwin Platform, Documentation or any other Edwin 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 Edwin Platform; (ix) use the Edwin Platform or any Output in a manner that violates the acceptable use policies of Edwin’s third-party providers (including the then-current AWS Acceptable Use Policy available at <https://aws.amazon.com/aup/>, AWS Responsible AI Policy available at <https://aws.amazon.com/ai/responsible-ai/policy/>, and Anthropic’s Usage Policy available at <https://www.anthropic.com/legal/aup>); or (x) utilize the Edwin Platform (including any AI models or derivatives thereof), Documentation or Output to train, improve or have trained or improved an AI model (e.g., engage in “model scraping” or “model distillation”).

(c) Authorized Users. Customer will not allow any person other than Authorized Users to access or use the Edwin Platform. Customer may permit Authorized Users to access and use the Edwin Platform, *provided* that Customer ensures each Authorized User complies with all

applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their use of the Edwin Platform. Customer will, and will require all Authorized Users to, use all reasonable means to secure user names and passwords, hardware and software used to access the Edwin Platform in accordance with customary security protocols, and will promptly notify Edwin if Customer knows or reasonably suspects that any user name and/or password has been compromised.

(d) Third-Party Services. Certain features and functionalities within the Edwin Platform may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “**Third-Party Services**”) through the Edwin Platform. Edwin does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Edwin Platform or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Edwin Platform.

(e) Reservation of Rights. Subject to the limited rights expressly granted hereunder, Edwin reserves and, as between the Parties will solely own, the Edwin IP and all rights, title and interest in and to the Edwin IP, and to the Edwin Platform, including all AI models and AI systems. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

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

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

(a) Fees. Customer will pay Edwin the non-refundable fees set forth in the relevant Order Form in accordance with the terms therein (“**Fees**”) and without offset or deduction. Except as otherwise provided in the relevant Order Form, Edwin will issue annual invoices to Customer during the Term, and Customer will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. Customer shall not be responsible for any amount exceeding the Fees specified in the Order Form unless Parties agree in writing to modify the amount of the Fees. For the avoidance of doubt, annual Fees are invoiced in advance and are non-refundable; accordingly, Fees paid for the then-current annual term are not subject to refund or proration upon any termination, including termination for convenience.

(b) Payments. Payments due to Edwin under this Agreement must be made in U.S. dollars by check, wire transfer of immediately available funds to an account designated by Edwin or such other payment method mutually agreed by the Parties. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. To the extent permitted by applicable law,

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 and Edwin may suspend access to the Edwin Platform or performance of Implementation Services until all payments are made in full. Customer will reimburse Edwin for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

(c) 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 Edwin hereunder, other than any taxes imposed on Edwin's income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to Edwin hereunder, Customer will pay an additional amount, so that Edwin receives the amounts due to it hereunder in full, as if there were no withholding or deduction, unless Customer provides Edwin with a valid certificate of exemption or similar document exempting Customer from such taxes.

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

(a) Definitions. 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. For clarity, the Edwin Platform and the Documentation will be deemed Confidential Information of Edwin. However, Confidential Information will not include any information or materials that: (i) were, 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) were 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.

(b) Obligations and Permitted Disclosures. 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; *provided* that Edwin may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party 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 allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; *provided*, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(d) Disclosure for Due Diligence. 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.

(e) Public Records Laws. To the extent Customer is a government agency subject to the Freedom of Information Act 5 U.S.C. 552, or similar state public records laws, Edwin represents, and Customer acknowledges, that Edwin's Confidential Information includes trade secrets or other data exempted from release due to competitive harm or based on the proprietary nature of the data. Notwithstanding the foregoing, nothing in the confidentiality obligations in Section 4 restricts Customer's employees or subcontractors from lawfully reporting waste, fraud or abuse related to the performance of a government contract.

## 5. **SUPPORT AND SERVICE LEVELS.**

(a) Support. Edwin will provide Customer with reasonable technical support for the Edwin Platform in accordance with the support terms set forth in Attachment A.

(b) Service Levels. Subject to the terms and conditions of this Agreement, Edwin will use commercially reasonable efforts to make the Edwin Platform available in accordance with the service levels set forth in Attachment A. Customer acknowledges and agrees that the service levels are performance targets only and any failure of Edwin to meet any service level will not result in any breach of this Agreement or any payment or liability of Edwin to Customer.

## 6. **CUSTOMER MATERIALS, INPUT AND DATA.**

(a) Ownership. Edwin acknowledges that, as between Customer and Edwin and except as set forth in Section 6(b), Customer owns and retains all right, title and interest in and to all Customer Materials. Customer will not upload into the Edwin Platform, enable use of the Edwin Platform with, or otherwise provide Edwin with access to, Customer Materials that are federal tax information subject to Internal Revenue Service Publication 1075, criminal justice information subject to the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy, or cardholder data within the meaning of the Payment Card Industry Data Security Standard (PCI DSS) (collectively, "**Prohibited Data**"). If Customer introduces or provides access to any such Prohibited Data, Customer is solely responsible for all sanitization costs incurred by Edwin or its affiliates, and any third party which Edwin uses to provide the Edwin Platform.

(b) License. Customer hereby grants Edwin a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, modify the Customer Materials solely for the purpose of hosting, operating, improving and providing the Edwin Platform,

Implementation Services and Edwin' other related products, services and technologies during the Term.

(c) Rights and Compliance. Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Customer Materials (including any personal data provided or otherwise collected pursuant to Customer's privacy notice) as contemplated by this Agreement; (ii) Edwin' use, provision, transmission, display or storage of the Customer Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Customer and any third party; and (iii) Customer will not provide or permit Edwin access to any Prohibited Data.

(d) Input and Output. The Edwin Platform may generate output for Customer (each, "Output") in response to: (i) Customer's interaction, request or input; or (ii) Customer Materials uploaded or submitted to influence the Output or Edwin Platform (collectively, "Input"). As between Customer and Edwin, to the extent permitted by applicable law and subject to Section 2(e): (1) Customer owns and is responsible for all Input that Customer provides; and (2) subject to Customer's compliance with this Agreement (including Section 2(b)(x)), Edwin assigns to Customer any right, title and interest in and to the Output generated by Customer's Input that Edwin might otherwise have. Customer may not represent that Output from the Edwin Platform was human-generated, nor may Customer sell or share for commercial benefit or purposes Output to any third parties. Edwin may use and modify Customer's Input and Output to enforce this Agreement and any applicable acceptable use policies or usage policies (including those set forth in Section 2(b)(ix)), to provide, maintain, develop and improve the Edwin Platform and Implementation Services for Customer during the Term and to comply with applicable law.

7. **REPRESENTATIONS AND 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. Customer further represents and warrants to Edwin that it will use the Edwin Platform in accordance with Section 2(b).

## 8. **INDEMNIFICATION.**

(a) Edwin Indemnification. Subject to Section 8(b), Edwin will defend Customer against any claim, suit or proceeding brought by a third party ("Claims") alleging that Customer's use of the Edwin Platform infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Edwin (including reasonable attorneys' fees) resulting from such Claim.

(b) Exclusions. Edwin' obligations under Section 8(a) will not apply if the underlying third-party Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer's failure to use any

enhancements, modifications, or updates to the Edwin Platform that have been provided by Edwin; (iv) modifications to the Edwin Platform by anyone other than Edwin; or (v) combinations of the Edwin Platform with software, data or materials not provided by Edwin.

(c) IP Remedies. If Edwin reasonably believes the Edwin Platform (or any component thereof) could infringe any third party's Intellectual Property Rights, Edwin may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Edwin Platform, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Edwin Platform as contemplated in this Agreement. If Edwin determines that neither alternative is commercially practicable, Edwin may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Edwin will refund to Customer a pro-rata portion of the Fees that have been paid for the unexpired portion. The rights and remedies set forth in this Section 8 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Edwin Platform.

(d) Customer Indemnification. Except to the extent prohibited by applicable law, including laws providing for the governmental immunity of municipal entities or limiting governmental liability, Customer will defend Edwin against Claims arising from (i) any Customer Materials, including, without limitation, (A) any Claim that the Customer Materials infringe, misappropriate or otherwise violate any third party's Intellectual Property Rights or privacy or other rights; or (B) any Claim that the use, provision, transmission, display or storage of Customer Materials violates any applicable law, rule or regulation; and (ii) use of the Edwin Platform by Customer or its Authorized Users in a manner that is not in accordance with this Agreement or the Documentation, including, without limitation, any breach of the license restrictions in Section 2(b), and in each case, will indemnify and hold harmless Edwin against any damages and costs awarded against Edwin or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

(e) Indemnification Procedures. The Party seeking defense and indemnity (the "**Indemnified Party**") will promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) 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. The foregoing obligation to provide sole right to conduct the defense of any Claim is subject to any applicable state statute governing control of litigation if Customer is a state or local government entity; however, in each case, Customer must make every effort to permit Edwin to participate fully in the defense or settlement of any claim covered in this Section 8.

## 9. **DISCLAIMER.**

(a) General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE EDWIN PLATFORM, IMPLEMENTATION SERVICES, OUTPUT AND OTHER EDWIN IP ARE PROVIDED ON AN “AS IS” BASIS, AND EDWIN MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE EDWIN IP, THE EDWIN PLATFORM, IMPLEMENTATION SERVICES, OUTPUT OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDWIN 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, EDWIN HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE EDWIN PLATFORM OR IMPLEMENTATION SERVICES OR OUTPUT WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

(b) Outputs and No Professional Advice. WITHOUT LIMITING SECTION 9(A), CUSTOMER ACKNOWLEDGES THAT EDWIN IS NOT ENGAGED IN RENDERING ANY FINANCIAL, TAX, REGULATORY, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL ADVICE, INCLUDING ANY ADVICE WITH RESPECT TO THE SPECIFIC LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER OR ANY ACTIVITY IN WHICH CUSTOMER IS ENGAGED. THE ACCURACY AND QUALITY OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND CUSTOMER’S COMPLIANCE WITH THIS AGREEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL OUTPUTS OR OTHER RESULTS OF USING THE EDWIN PLATFORM ARE ACCURATE, TRUE, CORRECT, AND IN COMPLIANCE WITH APPLICABLE LAWS. Due to the nature of machine learning, Output may not be unique and the Edwin Platform may generate the same or similar output for Edwin or a third party. For clarity, Edwin’ assignment of Output as set forth in Section 6(d) does not extend to Edwin’ other customers’ output. Customer will evaluate the content, nature and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

## 10. **LIMITATIONS OF LIABILITY.**

(a) Exclusion of Damages. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, OR (III) CUSTOMER’S BREACH OF ITS PAYMENT OBLIGATIONS OR SECTION 6(a), NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE EDWIN IP OR THE PROVISION OF THE EDWIN PLATFORM AND IMPLEMENTATION SERVICES, 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.

(b) Total Liability. IN NO EVENT WILL EDWIN' TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS ARISING FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, THE EDWIN IP OR THE PROVISION OF THE EDWIN PLATFORM OR IMPLEMENTATION SERVICES EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO EDWIN IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM MADE UNDER OR RELATED TO THIS AGREEMENT, LESS ALL AMOUNTS PAID BY EDWIN TO CUSTOMER FOR ALL PAST CLAIMS OF ANY KIND MADE UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT EDWIN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN EDWIN AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

(d) Fraud and False Claims. THIS SECTION 10 WILL NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL OR STATE FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733) OR EQUIVALENT STATE LAW.

## **11. TERM AND TERMINATION.**

(a) Term. The term of this Agreement begins on the Effective Date and expires at the end of the term specified in the relevant Order Form (the "**Term**").

(b) Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Unless specified otherwise in the Order Form, Customer may terminate the Agreement at any time, for convenience, upon written notice to Edwin thirty (30) days before desired termination date.

(c) Survival. This Section 11(c) and Sections 1, 2(b), 2(c), 2(f), 3, 4, 6, 7, 8, 9, 10, 11(d) and 13 survive any termination or expiration of this Agreement.

(d) Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 2(a) will terminate; and (ii) Customer will return or destroy, at Edwin' sole option, all Edwin Confidential Information in its possession or control, including permanent removal of such Edwin Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in

Customer's possession or under Customer's control, and at Edwin's request, certify in writing to Edwin that the Edwin Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. 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.

12. **PUBLICITY.** Subject to 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, Edwin may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Edwin's website and in its marketing materials to identify Customer as Edwin's customer, and for the purpose of providing the Edwin Platform and any Implementation Services to Customer, provided that Edwin (a) will use commercially reasonable efforts to adhere to the usage guidelines furnished by Customer in writing with respect to Customer's Marks and (b) will not use Customer's Marks in any way that is or implies any endorsement of Edwin's products or services by Customer.

13. **GENERAL.**

(a) Entire Agreement. This Agreement, including its attachments, exhibits and all Order Forms issued pursuant to this Agreement, 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.

(b) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent to the relevant address set forth in the Order Form or to such other address as may be specified by the relevant Party to the other Party in accordance with this Section 13(b). Such notices will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (iii) 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.

(c) 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.

(d) 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.

(e) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with (i) if Customer is a state or local government entity, the laws of the Customer's

state and (ii) for all other entities, including private and quasi-governmental entities, the laws of the State of California, in each case, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(f) 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 or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. 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.

(g) 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(b), 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. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(h) 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, 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, 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.

(i) Subcontracting. Edwin 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 Edwin 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), Edwin 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 are caused directly by the gross negligence or willful misconduct of Edwin.

(j) Export Regulation. Customer affirms that it is not named on, owned by, or acting on behalf of any U.S. government denied-party list, and it agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States ("**Export Laws**") to ensure

that neither the Edwin Platform, software, any Customer Materials, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

(k) U.S. Government End Users. The Edwin Platform, software and Documentation were developed solely at private expense and are “commercial products”, “commercial items”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Edwin Platform, software and Documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Edwin Platform, software and Documentation.

(l) 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.

(m) 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.

(n) Insurance. Edwin will maintain the insurance policies at the limits specified in the Certificates of Insurance in Attachment “B”.

## **ATTACHMENT A – SERVICE LEVELS AND SUPPORT**

1. **Service Levels.** Edwin will use commercially reasonable efforts to make the Edwin Platform available during the Term twenty-four (24) hours a day, seven (7) days a week (excluding holidays and weekends), except for excused downtime, which, for purposes of this Agreement, means (i) planned downtime (with reasonable advance notice to Customer) of the Edwin Platform; (ii) emergency downtime of the Edwin Platform; and (iii) any unavailability of the Edwin Platform caused by circumstances beyond Edwin' reasonable control.
2. **Support.** Edwin will provide reasonable technical support to Customer by electronic mail **[and/or phone]** in connection with its use of the Edwin Platform on weekdays during the hours of 9:00 a.m. to 5:00 p.m. **[Pacific]** Time, with the exception of U.S. federal holidays (**"Support Hours"**), subject to the following conditions: (i) prior to initiating any support request, Customer (and its own personnel responsible for information technology support) will have first attempted to resolve the issue generating the need for such support; and (ii) Customer will reasonably cooperate with Edwin support staff as needed to resolve the issue.

Customer may initiate a helpdesk ticket during Support Hours by calling 310-243-6285 or any time by emailing support@edwingov.com.

**ATTACHMENT B – CERTIFICATES OF INSURANCE**