

PLEASE READ THESE HELMSMAN, LLC (“HELMSMAN”) CUSTOMER TERMS (THE “SAAS AGREEMENT”) CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES OFFERED BY HELMSMAN BY SIGNING A HELMSMAN SERVICE AGREEMENT OR SIGNING OR ORDER DOCUMENT WHICH REFERENCES THIS AGREEMENT INCLUDING ANY AMENDMENT OR SCHEDULE THERETO (COLLECTIVELY, THE “HSA”), YOU OR THE ENTITY THAT YOU REPRESENT (“CUSTOMER”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS HELMSMAN SAAS CUSTOMER TERMS CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING TERMS AND CONDITIONS IN THE SAAS AGREEMENT. PROVISION OF THE PRODUCT IS CONDITIONED ON, AND CUSTOMER’S USE OF THE SAAS PRODUCT SHALL CONSTITUTE, CUSTOMER’S ASSENT TO THE TERMS OF THIS SAAS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. THE TERMS OF ANY CUSTOMER SERVICE AGREEMENT, PURCHASE ORDER, ORDER, CONFIRMATION OR SIMILAR DOCUMENT PROVIDED BY CUSTOMER WILL HAVE NO EFFECT AND WILL NOT BE CONSIDERED AGREED TO BY HELMSMAN. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY AND STRICTLY LIMITED TO SUCH TERMS OF THIS AGREEMENT.

1. SERVICES AND SUPPORT

1.1 This SAAS Agreement specifies the general terms and conditions pursuant to which Helmsman will provide certain software-as-a-service products and/or services, including without limitation the Helmsman SAAS product. Specific terms for a transaction, including the products and services to be provided by Helmsman (the “Services”), fees, payment term, term/renewal and other applicable terms and conditions, shall be set forth in a schedule that references this SAAS Agreement and is mutually executed or entered into through electronic consent by Helmsman and Customer or, an order form, quote or other ordering document issued by Helmsman and signed by Customer (each such schedule or ordering document is a “Schedule” and this SAAS Agreement, together with the applicable Schedule, is the “Agreement”). Affiliates (as defined below) of Customer may engage Helmsman under this SAAS Agreement pursuant to Schedules that are entered into directly by Helmsman and such Affiliate, or by Helmsman and Customer (on behalf of such Affiliate), provided that Customer shall ensure that each such Affiliate complies with all obligations under the applicable Agreement, and Customer shall be responsible for all acts and omissions of such Affiliate. Each Schedule is governed by the terms of this SAAS Agreement, and is expressly incorporated herein by this reference. There will be no force or effect to any different or inconsistent terms of any related purchase order, ordering document or similar form of Customer (or any of its Affiliates), even if signed by the parties after the date hereof. If there is a conflict between the terms of this SAAS Agreement and the terms in a Schedule, the terms in this SAAS Agreement shall control. “Affiliate” means, with respect to Customer, any entity controlled by, controlling, or under common control with Customer, either now or in the future. An entity “controls” another entity when it owns more than fifty percent (50%) of the voting interests of the controlled entity.

1.2 Subject to the terms and conditions of this Agreement, Helmsman will provide Customer with access to the Services through the internet. The Services are subject to

modification from time to time at Helmsman's sole discretion, for any purpose deemed appropriate by Helmsman. Helmsman will use reasonable efforts to give Customer prior written notice of any such modification.

1.3 Upon request, Helmsman may agree to provide integration and other professional services related to the Services ("Professional Services"). The applicable terms (including fees) relating to such services shall be as set forth on the applicable Schedule. For clarity, all modifications, enhancements, software, code, inventions, discoveries, and other technology and materials (and all related intellectual property rights) created, developed or reduced to practice by or on behalf of Helmsman in the course of providing such services shall be owned by Helmsman, and Customer hereby makes all assignments necessary to accomplish the foregoing.

1.4 Helmsman will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Helmsman reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Helmsman.

1.5 Subject to the terms hereof, Helmsman will provide reasonable support to Customer for the Services from Monday through Friday during Helmsman's normal business hours.

1.6 Helmsman may provide Customer with software that may include third-party content, which may be governed by an open source license. If there are provisions in those open source licenses that expressly conflict with this Agreement, the relevant open source license terms will apply, but solely with respect to such open source software. Further, Customer acknowledges and agrees that all third-party content is governed by its respective terms and such terms are solely between Customer and the applicable licensor. Customer agrees to comply with such third-party terms (including open source license terms), as applicable, and Helmsman has no liability with respect to third-party content under this Agreement. Please review the Helmsman documentation, which lists licenses governing third party content at: <http://support.Helmsmancloud.com/SAAS-Third-Party-Open-Source-Content>.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to the Services may require the Customer to install certain software or software applications (each, an "Application"). Customer agrees to be bound by any End-User Software Agreements that govern the installation and use of Applications. If Helmsman authorizes Customer to distribute any Application to its end user content customers ("End Users"), Customer may do so only after effectively binding such End Users to the applicable End-User Software Agreements provided by Helmsman, for the benefit of Helmsman.

2.2 Customer will not, and will not permit or assist any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, any Application or any other software, documentation or data related to the Services, or any portion thereof (all of the foregoing are "Software") (provided that reverse engineering is prohibited only to the extent

such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software (or any portion thereof), or copy (except for archival purposes), publicly display, sell, sublicense, loan, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; (iii) remove, obscure or alter any proprietary notices (including but not limited to trademark and copyright notices) on any of the Services or Software (or any portion thereof); (iv) use the Services or Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than Customer's own internal use as contemplated by this Agreement; (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any applicable privacy, data protection and intellectual property laws) and all applicable documentation; (vi) take any action that imposes, or may impose at Helmsman's discretion an unreasonable or disproportionately large load on Helmsman's infrastructure (including its infrastructure operated through third parties such as AWS), or otherwise interfere with the proper working of the Services; (vii) upload invalid data, viruses, worms, or other software agents through the Services; or (viii) disable or bypass the measures that Helmsman may use to prevent or restrict access to the Services, or if applicable, use the Services or Software in excess of service capacity limits or usage restrictions set forth in the Agreement. Customer acknowledges that the Services may include features to prevent use after the applicable term and/or use inconsistent herewith.

2.3 Customer will cooperate with Helmsman in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Helmsman may reasonably request. Customer will also cooperate with Helmsman in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.4 Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Helmsman.

2.5 Customer hereby agrees to indemnify and hold harmless Helmsman against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 2.2 or otherwise from Customer's use of Services. Although Helmsman has no obligation to monitor the content provided by Customer or Customer's use of the Services, Helmsman may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.6 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.7 Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). Helmsman is not responsible for the operation of any Third

Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Helmsman does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, and to use any such Proprietary Information only as necessary to exercise its rights or fulfill its obligations under the Agreement, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without access to or use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order and limits disclosure to the minimum extent necessary to comply with such order, and further provided that all any information so disclosed shall continue to be treated as Proprietary Information for all other purposes. Notwithstanding anything to the contrary, Helmsman may collect and fully exploit data generated by (or on behalf of) it in connection with any Services for its business purposes (including without limitation to report on the aggregate response rate and other aggregate measures of the Services' performance), so long as such data is presented in the aggregate and can in no way be linked specifically to Customer.

3.3 Customer acknowledges that Helmsman does not wish to receive any Proprietary Information from Customer that is not necessary for Helmsman to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Helmsman may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.4 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made as reasonably necessary to actual or potential investors or acquirors (and, in each case, to their attorneys and other professional advisors in connection with due diligence).

4. INTELLECTUAL PROPERTY RIGHTS

Except as expressly set forth herein, Helmsman alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software, and all enhancements, derivatives and modifications thereof, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software are hereby assigned to Helmsman. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights. Helmsman reserves all rights not expressly granted to Customer under this Agreement.

Helmsman shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Software of any United States patent or any copyright or misappropriation of any trade secret, provided Helmsman is i) notified of any and all threats, claims and proceedings related thereto within 10 days after Customer first learns thereof, ii) at Helmsman's request, given reasonable assistance and the opportunity to assume sole control over defense and any settlement thereof; Helmsman will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Helmsman, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by Helmsman, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use thereof is not strictly in accordance with this Agreement and all related documentation. Customer will indemnify Helmsman from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Helmsman's indemnity obligation by the preceding sentence.

5. PAYMENT OF FEES

5.1 Customer will pay Helmsman the applicable fees as set forth on the applicable Schedule (the "Fees"). If this Schedule specifies service capacity or usage restrictions, or otherwise limits or constrains use of the Services (e.g., the Schedule limits or the pricing is based on the number of containers monitored through the Service), and Customer exceeds such limit or constraint, Helmsman shall promptly notify Customer, and the fees due from Customer shall be increased to account for such excess use; such fees to be calculated at Helmsman's then current

published rates and policies (available at www.Helmsman.com) for the service plan selected by Customer and subject to any additional excess use by Customer, such adjusted fees shall continue to apply thereafter during the remainder of the applicable term. Subject to any additional excess use by Customer, such adjusted fees shall continue to apply thereafter during the remainder of the applicable term. Customer will pay Helmsman the specified fees for any Professional Services. All payments will be made in accordance with the Payment Schedule and the Method of Payment, including payment by credit card or other electronic payment methods. If not otherwise specified, payments will be due within thirty (30) days of invoice.

5.2 All unpaid fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. All fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Helmsman's net income) unless Customer has provided Helmsman with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Helmsman on account thereof.

6. TERMINATION

6.1 Customer will be offered a thirty-day evaluation period commencing on the date of first access by the Customer of the Services and ending on the thirtieth (30th) day thereafter (the "Evaluation Period"). Customer may terminate during the Evaluation Period for any or no reason and without obligation or payment. Customer may terminate during the Evaluation Period by affirmatively deactivating the Customer's account for the applicable Services, ceasing all use of the Services and surrendering Customer's credentials. If Customer has not terminated by the end of the Evaluation Period, then Customer shall be legally bound to the Initial Term (as defined below) commencing at 12:00 a.m. PDT on the thirty-first (31st) day (the "Effective Date"). This SAAS Agreement shall commence on the Effective Date and shall continue for one (1) year (the "Initial Term"), and then automatically renew for subsequent one-year terms (each, a "Renewal Term"), unless one party notifies the other, no less than sixty (60) days prior to end of the Initial Term or any Renewal Term, of its intention not to renew, or unless otherwise terminated in accordance with this Agreement.

6.2 In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement (and all existing Schedules) prior to the end of the term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business (in each case, without a successor).

6.3 Upon any termination or expiration, all licenses will automatically terminate, and all sections of this SAAS Agreement which by their nature should survive termination will survive

termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

7. CLIENT SOFTWARE SECURITY

Helmsman represents and warrants that it will not knowingly include, in any Helmsman software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, intended to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Helmsman fails to comply with the warranty in this Section, Customer may promptly notify Helmsman in writing of any such noncompliance. Helmsman will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance. Notwithstanding the foregoing, or anything to the contrary, Customer acknowledges that the Services may include features to prevent use after the applicable term and/or use inconsistent herewith.

8. WARRANTY DISCLAIMER

THE SERVICES AND HELMSMAN PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. HELMSMAN (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT HELMSMAN IS NOT REPRESENTING THAT ITS SERVICES WILL BE ERROR FREE OR FREE FROM DEFECTS.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL HELMSMAN (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS

OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF HELMSMAN HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF HELMSMAN, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR PAYABLE TO HELMSMAN HEREUNDER IN THE SIX MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Helmsman are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Except in connection with a sale of substantially all of its business (by merger, share or asset sale or otherwise), this Agreement is not assignable, transferable or sublicensable by Customer except with Helmsman's prior written consent. Helmsman may freely transfer and assign any of its rights and obligations under this Agreement without consent. Each party agrees that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and

oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Whenever the words: “include” or “including” are used in this Agreement, they will be deemed to be followed by the words: “without limitation”. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Helmsman in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Helmsman will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Jose, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that without limiting Helmsman’s right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in San Jose, California under the rules of JAMS, and the other party hereby consents to such arbitration and venue; the decision of the arbitrator will be enforceable in any court. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Helmsman. Helmsman is permitted to disclose that Customer is one of its customers to any third-party or on its public website at its sole discretion.