

Verge Technologies

Launch Pad Software Terms of Service

Updated January 27, 2023

This Terms of Service Agreement (“Agreement”) is between Verge Technologies USA Inc., a Delaware Corporation (or any affiliated corporate entity listed on a Launch Pad Order Form, License Agreement or depending upon the country in which the User or Organization is located as described in Exhibit A (“Verge”)), and the individual or entity signing or electronically accepting this Agreement or any Order Form or any other agreement that references this Agreement (“User”). This Agreement is entered into on the earlier of (a) User clicking “Agree” or “Yes” to the terms of this Agreement to gain initial access to, or use of, the Software, (b) Verge and User agreeing to an Order Form or any other agreement that references this Agreement, or (c) the date User is given access to the Software (the earliest being the “Effective Date”).

THIS AGREEMENT LIMITS THE REMEDIES AVAILABLE TO USER IN THE EVENT OF A DISPUTE AND, IN THE UNITED STATES, ALSO REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL OR ENTITY BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. The Software. The Verge Launch Pad software product is a web-based agricultural operations software (“Software”). The Software’s features include, but are not limited to, field operations planning, equipment path planning, comparing and contrasting costs and capabilities of agricultural equipment, plans or recommendations based upon algorithms, machine learning or artificial intelligence, and other current or future offerings intended to enhance agricultural operations and productivity. The Software may not be available in all languages or geographic regions and may not be appropriate or available for use in any particular location. User acknowledges that the Software recommends a path of travel, but that the Software does not make final decisions, including with respect to the operation of motor vehicles and equipment, is not intended for use on a roadway or any specially prepared surface for vehicular use, and is not a substitute for competent, properly trained and knowledgeable individuals who bring professional judgment, analysis and common sense to the information presented by the Software. User acknowledges that it is obliged to establish and maintain reasonable procedures to consider the reasonableness and accuracy of the information presented by the Software considering other information available to them and will be able to disregard information produced by the Software in the performance of their functions. Individual results may vary, as weather, debris, or other hazards are subject to constant change. Verge does not guarantee any results and the Software should not be used as a substitute for visual driving, regular and diligent field monitoring or as the sole means for making farming, risk management or financial decisions.

2. Software Updates. Verge shall have the unrestricted right, but not the obligation, to provide Software updates or supplements (such as, but not limited to adding or removing features or updating security components) at any time. Verge shall use reasonable efforts to notify User of any changes made to the Software, though this may not always be possible. User must install, access, update or use the most recent version of the Software. An update may result in a change, or discontinuation, of features of the Software. Although unlikely, Software updates or supplements could reset or erase saved preferences or stored content.

3. Scope of Use. User's use of the Software is subject to the general terms and conditions set forth in this Agreement. By downloading, installing, activating or otherwise using the Software User represents to be at least 18 years of age (unless use of the Software is for educational purposes only) or the age of majority under the laws of where User resides and User agrees to be bound by this Agreement. If User is accepting the terms of this Agreement on behalf of a company or other legal entity, User represents to have authority to bind such entity.

4. Grant of Limited License. Subject to this Agreement, Verge grants User a limited, revocable, personal, non-exclusive, non-sublicensable, and non-transferable license to access and use the Software solely for business use ("License"). Verge does not grant User any rights or licenses under any of Verge's technology or intellectual property rights, except as expressly granted in this Agreement. User acknowledges that the License is not a sale of intellectual property, and that Verge continues to own all right, title and interest to the Software and related documentation. The Software is protected by the copyright laws of the United States and international copyright treaties.

5. Restrictions on Use of Software. User shall not (a) use the Software to operate on land or equipment that is not owned by User or User does not otherwise have the legal right to operate on; (b) sell, license, otherwise transfer, copy, display publish any aspect of the Software or any report or other information generated by the Software; (c) assign, transfer or sublicense this Agreement or the rights granted by this Agreement without prior written consent; (d) input, upload, transmit, transfer, or otherwise enter into the Software any data, information or any other inputs to which User does not own, license or otherwise have the legal right to disclose; (e) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms including without limitation any such mechanism used to restrict or control the functionality of the Software; (f) attempt to derive the source code or the underlying ideas, formulas, algorithms, concepts, inventions, processes, structure, organization or know-how from the Software including altering, adapting, modifying or translating the Software in any way for any purpose; and (g) decompile, disassemble, decrypt, extract, otherwise reverse engineer, or use the Software to develop or enhance any competing product or service or create any derivative works of the Software.

6. Accounts. All Users must create an account to access the Software. Once an account is created User shall either (1) create a new organization or (2) be assigned to an existing organization that was already created within the Software ("Organization"). The Organization shall be the individual or entity that is obligated to pay for a subscription to the Software License or will be billed for a subscription to the Software License after expiration of a trial period or limited number of uses within the Software have been exceeded if applicable.

a. Administrative Users. When initially creating an Organization, a user will be designated an administrative user and receive permissions to add or delete other users within the Organization and any other administrative permissions the Software may grant in Verge's sole discretion ("Admin User"). When an Admin User creates an account, the Admin User must provide certain information about Admin User and Admin User's Organization, including but not limited to Admin User name, Organization name (including Organization entity name if applicable), service address, email address, payment method and authorization (if applicable) or other administrative user information

("Admin User Account Information"). By entering such information Admin User represents that all information entered is true and accurate and agrees to keep such information up to date if it changes at any time during the term of this Agreement. Upon request to Verge, Verge may in Verge's sole discretion permit there to be more than one Admin User associated with an Organization.

b. Limited Users. Each Organization may have one or more additional users who have limited permissions with the Organization ("Limited User"), and such limited permissions shall be set in Verge's sole discretion. When a Limited User creates an account, the Limited User must provide certain information about Limited User including but not limited to Limited User name, affiliated Organization, address, email address and other user information ("Limited User Account Information" and together with Admin User Account Information the "User Account Information"). Admin User may request to provide access to Limited Users who are neither employed by nor independent contractors of the Organization and Admin User shall do so at Admin User's sole risk and expense. Verge recommends that Admin User only authorize Limited Users with Organization employees, independent contractors and other third parties that are trusted by Admin User as Verge cannot control what a third party does with shared information and Verge is not responsible for actions taken by any third parties with respect to such information.

c. Users in General. Use of the term "User" in this Agreement shall mean Admin User, Limited User and Organization collectively. User shall keep all username and password information ("Login Information") confidential and prevent unauthorized users from using Login Information to access the Software. User is solely responsible for the activities of anyone accessing the Software and using the Login Information and for ensuring that all users of the Software comply with this Agreement. User shall notify Verge promptly of any unauthorized use of the Software and promptly change Login Information if the User account is no longer secure. User agrees to cooperate with Verge's reasonable requests in connection with marketing and promotion of the Software, including providing User's testimonials, interviews, endorsements or other similar promotional feedback provided by User to Verge and to be used, incorporated, and distributed by Verge in its sole discretion.

7. Ordering Process.

a. Initial Order and Payment. In order to receive a grant of the License User shall either 1) complete a Launch Pad Order Form ("Order Form"), 2) purchase or receive a Launch Pad Software License from a channel partner within the agricultural industry who is enabled and authorized by Verge to sublicense the Software ("Authorized Partner") or 3) create a Software User account. User's terms of service for use of the License include those terms contained in this Agreement and the terms contained in the Order Form disclosed at the time of purchase. For the avoidance of doubt, in the event the Organization purchases the Software from an Authorized Partner (as described below), Verge shall have no obligations to the Organization or any User with respect to any terms and conditions outside of this Agreement. Admin User shall cause Organization to pay when due all amounts as stated in the Order Form and payment shall be made according to the terms selected by Organization in the Payment Authorization Form attached to the Order Form. All terms contained in the Order Form and Payment Authorization Form are hereby incorporated by reference.

b. **Renewal Orders and Payment.** The License will automatically renew for successive one-year periods until canceled pursuant to the terms of this Agreement, unless otherwise agreed to on the Order Form. If Admin User selects payment by invoice on the Payment Authorization Form Verge will send an invoice to Organization for renewal. If Admin User selects ACH/Credit Card payment on the Payment Authorization Form, Verge will automatically charge Organization the specified payment method for the License fees due upon renewal. The annual License fee for any renewed License will be the applicable price for the Software in effect when the License renews. Verge will notify Admin User no less than 60 days prior to renewal in the event the applicable License fee has increased. If Admin User does not agree to the applicable increase in License Fee or, only in the event of an increase in License Fee if Admin User wishes to cancel the License for any reason, Admin User may cancel the automatic renewal of the License by providing Verge a Notice of Cancellation (as defined below) no less than 30 days before the current License term is set to renew. If the License is canceled by Admin User before the end of the then-current License term, the License will terminate at the end of that term. In the event Admin User purchased or received a Software License from an Authorized Partner and the License is up for renewal, Admin User expressly permits Verge to send a reminder communication via mail or electronic mail regarding the payment of License renewal fees.

c. **Taxes.** The License Fee stated in the Order Form for any initial term or renewal term, as applicable, shall be exclusive of all federal, state, municipal, excise, sales, use or other similar taxes now in force or enacted in the future, all of which shall be paid by the Organization. Verge may invoice or charge the Organization, pursuant to the selection made by the Organization on the Payment Authorization Form, for any such taxes and remit any payments made on any such invoice directly to the appropriate taxing authorities.

d. **Currency.** All references to monetary payments in this Agreement and in the incorporated Order Form and Payment Authorization Form shall be to the lawful currency of the United States of America.

8. Term and Termination

a. **Term of Agreement.** This Agreement is effective until terminated in accordance with this Agreement for the period indicated in the Order Form. User's rights under this Agreement will terminate automatically if User fails to comply with any of its terms.

b. **Termination for Cause.** Verge or Admin User may terminate this Agreement if the other party materially breaches this Agreement or, with respect to a Verge termination, in the event any user with the Organization materially breaches this Agreement ("Cause"). Admin User must provide Verge with proper notice of the breach, in accordance with Section 21 of this Agreement, and no less than 30 days' notice to cure such breach prior to termination for Cause. If Admin User terminates this Agreement for Cause on behalf of the Organization, Verge shall offer a prorated refund to the Organization in an amount calculated as the total annual License fee indicated on the Order Form (or the most recent renewal License fee paid by User, if applicable) divided by 12, the result of which then multiplied by the remaining number of full months left in the initial or renewal period, as applicable. If Verge terminates this Agreement for Cause the Organization remains responsible for the License fee

through the remainder of the initial or renewal annual term, as applicable, and will not be entitled to any credits or refunds as a result of such termination.

c. Termination without Cause: Verge may terminate this Agreement with respect to the Software without Cause upon written notice to Admin User, in accordance with Section 21 of this Agreement. In the event Verge terminates this Agreement other than for Cause, Verge will refund a pro-rata portion of the current annual License Fee already paid by the Organization, with refund payment calculated in accordance with Section 8(b).

d. Canceling License and Closing User Account. Admin User may cancel the License and disconnect all User accounts connected to or associated with to Admin User's Organization at any time by providing notice to Verge at the following email, support@vergeag.com, by deleting or disconnecting all Admin User accounts connected to or associated with Admin User's Organization in the Software's account preferences and settings, or by calling Verge customer support at +1 (888) 408-3743 during regular business hours (any a "Notice of Cancellation"). In the event Verge receives a Notice of Cancellation all User's right to use or access the Software will be terminated immediately. In the event Notice of Cancellation is received within 30 days from the effective date of the Order Form, Verge will refund any License fee already paid with respect to that order. In the event a Notice of Cancellation is received more than 30 days from the effective date of the Order Form, then the Organization shall be responsible for all License fees with respect to that order and will not be entitled to any credits or refunds as a result of such cancellation. A Notice of Cancellation will automatically terminate this Agreement but only with respect to the License associated with that order, and subject to any survival provisions in this Agreement. Verge will deactivate all User accounts associated with the Organization upon receipt of Notice of Cancellation. Verge may, in its sole discretion and without any duty to do so, keep all User Account Information and all User Ag Data intact for a reasonable period of time to facilitate reactivation, unless Admin User specifically requests that Verge delete the User Account Information through the process identified in Section 8(e).

e. User Account Deletion. Admin User may request that Verge close and permanently delete the User account by contacting Verge using the form or at the address provided in the Verge Privacy Policy. The deletion of User account, User Account Information and User Ag Data will be completed in accordance with the terms of the Verge Privacy Policy. The Verge Privacy Policy can be accessed here: <https://vergeag.com/privacy-policy/>.

f. Survival. The rights granted to Verge pursuant to Sections 8, 9, 11, 13-19, and any other obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

9. Data

a. User Agricultural Data. The Software may require or permit User to upload, input, transmit, and store agricultural data, which shall include information about field locations, maps or field boundaries, field images, field notes, field topography, agronomic practices, crop losses, crop

yields, chemical usage, soil composition, equipment and machinery type, make and model, equipment and machinery functionalities, other equipment and machinery specifications, other agronomic data, climate data, harvest data, planting data, and pricing data ("User Ag Data"). User may be unable to use certain features of the Software if User does not provide User Ag Data. The Organization owns all User Ag Data. At any time Admin User may request a copy of User Ag Data. To the extent permitted by applicable law, the Organization and User grant to Verge a non-exclusive license to access, use, reproduce, display, modify, and prepare derivative works based on the User Ag Data in order to provide User the Software and related support, for Verge's internal operations and research and development purposes, and for other purposes set forth in this Agreement. User and Organization represent and warrant to Verge that User and Organization have all necessary right, title, interest or consent necessary to allow Verge to use User Ag Data for the purposes described in this Agreement. User and Organization will defend, indemnify and hold harmless Verge from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorney's fees) incurred or arising from any claim by a third party arising out of or relating to User Ag Data or the use thereof by Verge as contemplated by this Agreement. User shall maintain an adequate back-up of all User Ag Data and Verge shall not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of User Ag Data. Verge may take remedial action if any User Ag Data violates the terms of this Agreement, including, without limitation, deletion of any of User Ag Data from the Software, provided that Verge is under no obligation to review any User Ag Data for accuracy or potential liability.

b. Verge Created Works. Verge owns any works that Verge creates in the Software and pursuant to User's use of the Software, including but not limited to data, tools, analyses, results, estimates, prescriptions, recommendations and other information generated, published, displayed, transmitted or made available in the Software ("Verge Created Works"). Verge Created Works does not include User Account Information or User Ag Data. However, Verge Created Works may be related to, derived from, or otherwise incorporate User Account Information and User Ag Data. Verge Created Works may include information that has been aggregated or anonymized such that it is not personally identifiable to User by an individual using reasonable skills ("Aggregated Data"). Aggregated Data may or may not relate to, have been derived from, or otherwise incorporate User Account Information and User Ag Data. Verge is the sole and exclusive owner of all Verge Created Works, including Aggregated Data. Verge reserves the right to sell or license any and all Verge Created Works and Aggregated Data.

a. Authorized Partners. Verge has engaged in business relationships with channel partners within the agricultural industry who are enabled and authorized to sublicense the Software ("Authorized Partner"). In the event an Organization receives a License to the Software from the Authorized Partner in connection with an equipment purchase or for any other reason, the Authorized Partner may initially be designated an Admin User until such time as the Organization elects to subscribe to the Software (or elects renew the subscription to the Software) on an Order Form directly with Verge. Until such time as the Software has been subscribed to or renewed directly with Verge, Admin User and the Organization shall permit the Authorized Partner to create, input, and otherwise have access to User Ag Data and User Account Information. An Authorized Partner will not have access to User's Login Information. User and Organization understand that the Authorized Partner's terms of service and privacy policy will apply to any information that Admin User has elected or elects to share with an Authorized Partner either prior to or after entering into this Agreement. Verge recommends that User

only share information with third parties that are trusted by User as Verge cannot control what a third party does with that information and Verge is not responsible for actions taken by any third parties with respect to such information.

10. Compliance with Laws. User agrees to use the Software strictly in accordance with all applicable laws of the jurisdiction of the country that the User is located within and that User will not use these products for any purposes prohibited by applicable laws of the jurisdiction of the country that the User is located within.

11. Confidentiality and Non-Disclosure. User understands and agrees that Verge has disclosed or may disclose information relating to Verge's Software, technology, Verge Created Works or other confidential business and financial information ("Confidential Information"). User agrees: a) not to divulge to any third person any such Confidential Information; b) to give access to such Confidential Information solely to those employees, legal or financial advisors with a need to have access thereto for purposes of this Agreement; and c) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that User takes with its own confidential information, but in no event will User apply less than reasonable precautions to protect such Confidential Information. User agrees that this Section will not apply with respect to any information for which User can document: a) is or becomes generally available to the public without any action by, or involvement of User; or b) was in User's possession or known by User prior to receipt from Verge; or c) was rightfully disclosed to User without restriction by a third party, or d) was independently developed without use of any Confidential Information. User's obligations with respect to the protection of Confidential Information shall remain in force for a period three (3) years following the receipt of such Confidential Information and shall survive any termination or expiration of this Agreement. Nothing in this Agreement will prevent the User from disclosing Confidential Information pursuant to any judicial or governmental order, provided that User gives Verge, when legally possible, reasonable prior notice of such disclosure to allow Verge to contest such order. User acknowledges and agrees that Verge would suffer irreparable damage in the event of a breach of the terms of this Section and that Verge will be entitled to seek injunctive relief (without the necessity of posting a bond) in the event of any such breach.

12. Force Majeure. Verge shall not be in breach of this Agreement or responsible for damages caused by delay or failure to perform any of its obligations under this Agreement due to circumstances beyond its control.

13. Governing Law. This Agreement and all conduct, disputes and causes of action arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Delaware and the laws of the United States applicable therein (without regard to rules regarding conflicts of laws, which shall be disregarded in their entirety) except as otherwise indicated in Exhibit A below.

14. Binding Arbitration for Certain U.S. Claims. If User is (a) a U.S. citizen or entity; (b) resides or is incorporated in the U.S.; (c) is accessing the Software from the U.S., then Verge and User agree that every claim, action or dispute made or asserted against Verge arising out of or related to this

Agreement (each a "Claim") must be resolved by binding arbitration. The foregoing requirement to arbitrate specifically excludes any Claim involving the infringement, validity, or enforceability of a patent or that otherwise arises under the U.S. patent laws. As a condition precedent to asserting any Claim, User must provide notice to Verge by sending a written notice to us as set forth in Section 21 below. After such notice, User may request in writing that the parties engage in good faith negotiations, which the parties will undertake within 30 days after receipt of the request. In the event that a claim is not resolved within the 30 days, or after 30 days following notice of a Claim if User does not request negotiations, any party may initiate arbitration pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). USER MAY ONLY BRING A CLAIM IN ARBITRATION IN USER'S INDIVIDUAL OR ENTITY CAPACITY AND WAIVE ANY RIGHT TO DO SO AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR PUTATIVE CLASS. The arbitration hearing shall be conducted in the capital city of the state of User's residence or in any other place as the parties decide by mutual agreement. The parties shall each pay one half of the AAA filing fee and one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award or as otherwise required by law.

15. Jurisdiction and Venue for Other Claims. FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SOFTWARE THAT ARE NOT SUBJECT TO ARBITRATION IN ACCORDANCE WITH SECTION 14 OF THIS AGREEMENT, THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE FOR FEDERAL CLAIMS, AND THE DELAWARE COURT OF CHANCERY, WILMINGTON, DE FOR ALL OTHER CLAIMS.

16. No Class Actions. THE PARTIES UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN THEIR INDIVIDUAL OR ENTITY CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. EACH PARTY IS GIVING UP THEIR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

17. Limited Warranties and Disclaimers. Verge does not promise that use of the Software will be uninterrupted or that the Software will meet User's individual requirements, be accurate or be error-free. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT USER'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND VERGE CREATED WORKS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VERGE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND VERGE CREATED WORKS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY,

OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VERGE OR ITS AUTHORIZED PARTNER SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

18. Limitation of Liability. Use of the Software and Verge Created Works is at User's sole risk. In no event shall Verge's total liability for any damages (other than as may be required by applicable law in cases involving personal injury) in excess of the amount actually paid to Verge for such Software during the 12 months prior to the date on which the relevant claim arises. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERGE AND ITS RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS SHALL NOT BE LIABLE FOR DEATH, PERSONAL INJURY, DAMAGE TO PROPERTY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USER'S USE OF OR INABILITY TO USE THE SOFTWARE AND VERGE CREATED WORKS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF VERGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO USER.

19. Indemnification. User agrees to indemnify, defend, and hold harmless Verge and each of its respective employees, officers, directors, shareholders, agents, successors, licensors and subcontractors, from and against any claim, liability, damage, loss, or expense, including reasonable attorneys' fees, arising out of or connected with: a) use of the Software and Verge Created Works, b) User's violation of any portion of this Agreement; and c) any dispute or issue between User and any third party.

20. U.S. Government Matters. User shall not provide to any person or export or re-export or allow the export or re-export of the Software 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. User acknowledges and agrees that the Software will not be used or transferred or otherwise exported or re-exported to any country to which the United States maintains an embargo ("Embargoed Country"), or to or by a national or resident thereof, or to 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 ("Designated National"), each of which are subject to change without notice. Use of the Software and consent to this Agreement is a representation and warranty that the User and User personnel, employees or independent contractors are not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National.

21. Notices. Notices by either party in connection with the Software may be provided by electronic or physical mail. The receiving party will be deemed to have received such notice upon

delivery or transmission or, in the case of mail, 48 hours after mailing. By installing, downloading, activating or using the Software, the User expressly consents and agrees that all notices in connection with the Software may be provided electronically to the primary e-mail address provided by the User in the User account. It is User's responsibility to keep the User Account Information up to date so that Verge can communicate electronically. If Verge sends a notice to the primary e-mail address on file in the Software and the primary e-mail address on file is incorrect, out of date, blocked by internet service provider, or otherwise unable to receive electronic communications, Verge will be deemed to have provided the notice in compliance with this Section. If electronic notices sent by Verge are returned because of an invalid e-mail address, Verge may deactivate User's account, in which case User may be unable to use the Software until User Account Information is accurately updated and User has provided a valid, working e-mail address. User may change the primary e-mail address at any time in the User account settings and preferences. Any notice pursuant to this Agreement, except as specifically stated otherwise in Section 8(d) above with respect to User account cancellation, required to be given to Verge must be sent by e-mail to: support@vergeag.com.

22. Amendment to this Agreement. Verge may modify this Agreement at any time. Any change or modification to this Agreement by Verge will become effective upon posting to the Verge website at <https://vergeag.com/terms-of-service/>; a request to review and approve this Agreement, including all changes or modifications, will also appear upon User's next log into the Software. User's use of the Software following any change or modification to this Agreement constitutes acceptance of the revised Agreement. In the event User does not agree to the changes or modifications to this Agreement User shall stop using the Software immediately and notify Verge to request a pro-rated refund in accordance with Section 8(b).

23. Assignment. User may not assign or transfer this Agreement or any rights or obligations under it (by assignment, operation of law or otherwise) without the prior written consent of Verge. Any attempted assignment or transfer of this Agreement to any person shall be deemed to be void ab initio and of no force or effect. Any breach of this provision shall constitute a material breach of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

24. Entire Agreement: This Agreement, including the applicable Privacy Statement, Order Form and Payment Authorization Form constitutes the entire agreement between the parties. Headings are for convenience only. In the event of any discrepancy between the terms of this Agreement and the terms of any Order Form, the Order Form shall govern. This Agreement does not create an association, partnership, joint venture, trust, agency or other relationship between the parties. This Agreement is non-exclusive. No waiver by either party of any breach by the other party of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect.

25. Electronic Signature. User's ordering, installation, downloading, activation or use of the Software includes the capacity and ability to enter into agreements and/or to make transactions

electronically. USER ACKNOWLEDGES THAT ALL ELECTRONIC SUBMISSIONS CONSTITUTE AN AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENT AND TO PAY FOR SUCH TRANSACTIONS. USER'S AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS ENTERED INTO RELATING TO THE SOFTWARE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

Exhibit A

Country Specific Provisions

The Verge Terms of Service Agreement constitutes a legal agreement between the User and the Verge contracting entity indicated below for the applicable country in which the User is located, which is based upon the address provided by the User when a User Account is created.

In the event of any conflict between the terms set forth in the Verge Terms of Service Agreement and any of the below additional terms for the applicable country in which the User is located (“Additional Terms”), the below Additional Terms shall govern.

Brazil

The following Additional Terms shall govern for Users located within the country of Brazil:

1. Contracting Entity and Notice Address. The contracting entity shall be Verge Technologies Brazil Limited. and all notices shall be sent by e-mail to: support@vergeag.com.
2. Dispute Resolution/Arbitration. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Arbitration Rules of The Centro de Arbitragem do Centro das Indústrias do Estado de São Paulo – CIESP (“Arbitration Center”) in force on the date when the Notice of Arbitration is submitted in accordance with such Rules. The number of arbitrators shall be three. The seat of the arbitration shall be São Paulo, Brazil. The language of proceedings shall be Portuguese.
3. Limited Warranties and Disclaimers. Verge does not promise that use of the Software will be uninterrupted or that the Software will meet User’s individual requirements, be accurate or be error-free. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT USER’S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND VERGE CREATED WORKS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VERGE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND VERGE CREATED WORKS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VERGE OR ITS AUTHORIZED PARTNER SHALL CREATE A WARRANTY.

3.1 In the event of a violation of the guarantees of the Software or Verge Created Works, the User must notify Verge immediately of the claimed violation by email at support@vergeag.com and provide Verge no less than 15 business days to confirm and if applicable resolve the issue. User’s sole remedy in the event Verge is unable to resolve the issue is the amount identified in Paragraph 18 of the Agreement. This will be User’s sole and exclusive legal remedy for breach of warranties.

3.2 Exclusions. This warranty will not apply:

- 3.2.1 if the Software or Verge Created Works are not used in accordance with the applicable Software specification; or
- 3.2.2 if the alleged breach of warranty is caused by modification made to the Software or Verge Created Works

- 4. Personal Data Protection: User shall maintain privacy and data protection policies and comply with all applicable legislation on privacy and data protection under the terms of the General Data Protection Law (Law 13.709/2018) and shall use the data received exclusively to perform the obligations under this Agreement, under penalty of full assumption of responsibility for losses and damages caused to Verge or to third parties.
- 5. Anti-Corruption Laws. User represents and warrants that it is and will remain, during the term of this Agreement, in compliance with the Brazilian Federal Law No. 12.846/2013 and any Decrees, as well as national and international treaties and/or agreements, which govern the anti-corruption issue.