

ICE DATA SERVICES ADDITIONAL TERMS SCHEDULE - HARDWARE & MANAGED SERVICES

Solely for the purposes of this Additional Terms Schedule, “Third-party Provider” shall mean Techary, Inc. Capitalized terms used but not defined herein shall have the meaning set forth in the ICE Data Services General Terms and Conditions available at <https://www.theice.com/data-services/global-network/documents> (“Terms and Conditions”). To the extent any terms in this Additional Terms Schedule conflict with Sections 3(f) - 3(h) of the Terms and Conditions, this Additional Terms schedule shall control.

1. HARDWARE & MANAGED SERVICES

1.1. The Services consist of the services set out below to the extent set forth in an applicable Order Form:

- 1.1.1. Hardware procurement services shall entail the procurement of any hardware, software and/or related services from third parties by Third-party Provider on behalf of Client as further detailed in the applicable Order Form;
- 1.1.2. Hardware configuration and other value-added services, such as integration, installation and/or implementation by Third-party Provider as further detailed in the applicable Order Form; and/or
- 1.1.3. Managed services and support, where Client seeks a vendor to deploy software and technical tooling to monitor the health and status of computer hardware, as well as provide technical support to the configuration and where applicable, third-party vendor components and support of OEM (original equipment manufacturer) operating systems, which are to be provided by Third-party Provider to Client as further detailed in the applicable Order Form.

For the avoidance of doubt, Services which are not expressly set out in an applicable Order Form are excluded from the scope of Supplier and Third-party Provider’s Services, responsibilities and any other obligations under the Agreement and/or the Order Form.

1.2. Unforeseen Order Form Changes. Client acknowledges and agrees that there may be instances where, due to events beyond Third-party Provider’s control, including, but not limited to, disruptions in travel, Third-party Provider will be unable to fulfill an Order Form in time or in full, as further described in Section 9.1 below. Client agrees that in such circumstances, Third-party Provider will be permitted to submit a revised scope of service to modify the Services. Supplier shall provide Client with either a new Order Form or amendment to an applicable Order Form, which shall include the revised scope of Services, change in costs and any expected change in scheduled date(s) for completion of the revised Services. Upon Client’s signature to the Order Form or amendment to an Order Form, Services shall be provided pursuant to such Order Form or amended Order Form.

1.3. Data Security. Third-party Provider’s current data privacy and data security safeguards and procedures are set forth in Third-party Provider’s Data Processing Agreement, Cyber and Data Security Policy, the latest SOC 2 – Type II audit report, Cyber Essentials Certification, PEN Test Certification, and ISO-27001 Certification and most recent audit report (collectively, the “Data Security Policies”). A copy of the then current Data Security Policies will be available through Third-party Provider’s portal for Client or upon written request. Third-party Provider reserves the right to revise Data Security Policies from time to time and Clients are advised to check the documentation available through Third-party Provider’s portal for Client on a regular basis. Any supplemental, or different, data controls required by Client, other than as described in the Data Security Policies, must be documented and mutually agreed to in an Order Form or change order form proposal (including any potential cost/expense allocations), including without limitation requirements that may be applicable under the Gramm Leach Bliley Act and its associated regulations, or the New York Department of Financial Services’ Cybersecurity Regulations. Client acknowledges and agrees that any such cybersecurity or privacy laws, rules and/or

regulations that may be specific to Client's business or industry are not necessarily addressed by Third-party Provider's general purpose Data Security Policies.

1.4. Service Location. Client acknowledges that certain Services shall be performed remotely by Third-party Provider's global resources. Services that are remotely performed may not be performed within the United States, unless otherwise expressly agreed to in an Order Form.

2. CLIENT OBLIGATIONS

2.1. Client shall:

- 2.1.1. Cooperate with Supplier and Third-party Provider for Third-party Provider's performance of the Services and appoint a project manager as set forth in the Order Form;
- 2.1.2. Be responsible for instructing Supplier, or provide consent to Supplier, to provide persons assigned by Third-party Provider to perform the Services with any network access, physical access to Client's equipment located/co-located at facilities operated, or leased by, Supplier, access to employees or contractors, as required to enable Third-party Provider to provide the Services and to prevent Client-caused delays; and
- 2.1.3. Notify Third-party Provider in advance of all instructions, decisions or consents required to be given or made by Third-party Provider in order for Third-party Provider to provide the Services, including any third-party (other than Supplier) instructions, decisions or consents, as further detailed in Section 2.2 and Section 2.3 below.

2.2. If the provision of Services occurs at Client's premises (or such other location other than Third-party Provider's facilities or facilities operated, or leased, by Supplier, as directed by Client), Client shall:

- 2.2.1. Ensure that the area on Client's premises, any third-party premises under Client's control or co-location designated for the installation, performance or delivery of the Services is clean, unobstructed and free from debris;
- 2.2.2. Guarantee that Client's premises and the working conditions at Client's premises will be safe and in compliance with all applicable legislation, rules and regulations; and
- 2.2.3. At Third-party Provider's request, ensure that an authorized representative of the Client is at the Client's requested Services location on the scheduled date and at the scheduled time to facilitate the performance of the Services, including to take delivery of any equipment and acknowledge receipt thereof.

2.3. If the provision of Services includes managed and support services, Client shall:

- 2.3.1. Make available any such information, data and documentation and timely respond to any questions and requests by Third-party Provider as necessary for Third-party Provider to perform the Services;
- 2.3.2. Ensure Client holds, and if necessary procure, access or use rights to any supported software and/or hosted services, which are from time to time required in order for Third-party Provider to be able to provide the Services;
- 2.3.3. Not make or cause to be made any modifications to Third-party Provider proprietary software or any third-party software provided;

2.3.4. Notify Third-party Provider promptly if any of the supporting or hosted software is not operating correctly or Client experiences any other issues; and

2.3.5. Be subject to the Standard Operating Procedures for Device Management, which shall be available through Third-party Provider's portal for Client, depending on the Service selected by Client.

3. **TESTING AND ACCEPTANCE**

3.1. **Testing and Acceptance of Deliverables.** If an Order Form specifically provides for testing and acceptance by Client of any hardware and/or value-added services to be delivered by Third-party Provider to Client under any Order Form (the "**Deliverables**"), Client shall, upon Third-party Provider's completion of each Deliverable, test such Deliverable to determine whether it conforms to its corresponding specifications under the applicable Order Form (the "**Specifications**"). Client shall perform its testing of each Deliverable promptly following the date on which Third-party Provider provides Client with the Deliverable (the "**Commencement Date**") and in accordance with any specific testing standards as may be mutually agreed upon between the parties in accordance with the agreed upon provisions of applicable Order Forms. Client shall promptly report to Third-party Provider any material failures of the Deliverable to conform to its corresponding Specifications ("**Non-Conformities**"), within five (5) days following the Commencement Date, or within such longer or shorter period of time following the Commencement Date as may be specified in the applicable Order Form (the "**Testing and Acceptance Period**"). If Client offers no response or report to Supplier and Third-party Provider by the expiration of the Testing and Acceptance Period, the Deliverable shall be considered Accepted as defined in Section 3.3 below. If an Order Form does not expressly provide for testing and acceptance by Client, then all Deliverables are considered accepted once Third-party Provider provides the Deliverables to Client.

3.2. **Revision of Deliverables.** Third-party Provider shall use commercially reasonable efforts to remedy Non-Conformities reported by Client in writing during the Testing and Acceptance Period for each Deliverable subject to testing and acceptance in accordance with the relevant Order Form. Third-party Provider reserves the right to treat any additional modifications (those that are not Non-Conformities) reported by Client as a request for modification of the Services to be performed by Third-party Provider, and to handle such requests in accordance with procedures governing changes to agreed-upon Services. Upon Third-party Provider's revision of the Deliverable to address Non-Conformities as reported by Client, Third-party Provider shall provide Client with the revised Deliverable, whereupon Client shall test the revised Deliverable in accordance with the provisions of Section 3.1 above. The Commencement Date for Client's testing and acceptance of the revised Deliverable shall be the date on which Third-party Provider provides Client with the revised Deliverable and notifies Client that the revised Deliverable is ready for such testing and acceptance.

3.3. **Acceptance of Deliverables.** If after revision of the Deliverable in accordance with the process described in Sections 3.1 and 3.2 above, the Deliverable is not accepted, Client may, in its reasonable discretion: (i) request that, with respect to each Deliverable, the process described in Section 3.1 and Section 3.2 shall be repeated so that Third-party Provider may remedy the reported Non-Conformities, or Client reports no additional Non-Conformities, at which time the Deliverable shall be deemed "Accepted" by Client, or (ii) reject the Deliverable. Notwithstanding the foregoing, Client shall be entitled to test any such Deliverable up to three (3) times. If, following Third-party Provider's efforts to remedy a Non-Conformity following Client's third-notice of Non-Conformity, Client provides a fourth notice of Non-Conformity for the Deliverable in question, then ICE may thereafter, at Third-party Provider's sole discretion, terminate the Order Form as it pertains to such Deliverable and, as Client's sole and exclusive remedy arising out of, or related to, such termination, Supplier will refund to Client a pro-rata amount of fees paid attributable to such terminated Deliverable.

4. INTELLECTUAL PROPERTY

4.1. Client Rights in Deliverables. Client agrees that all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to any and all third-party hardware and/or software provided as part of the Services belongs to the respective third-party suppliers and/or licensors, and are therefore subject to such third-party suppliers' and/or licensors' licensing terms and conditions. Any Intellectual Property Rights in and to any other Deliverables, including without limitation documents, work product and other materials that are delivered to Client by Third-party Provider and prepared by or on behalf of Third-party Provider in the course of performing the Services other than any Client-supplied Confidential Information shall be owned by Third-party Provider. Third-party Provider hereby grants to Client a non-exclusive, non-transferable, non-sublicensable license to use all Intellectual Property Rights in the Deliverables free of any additional charge solely to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

5. LEASING TERMS

5.1. If the Client elects to lease any hardware, the following additional terms will apply:

- 5.1.1. Client agrees they shall use the hardware: (i) in accordance with the terms and conditions set by the hardware manufacturer; and (ii) in compliance with applicable manufacturer's and/or regulatory standards;
- 5.1.2. The Client acknowledges that any physical amendment or change to the leased hardware requires written approval from Third-party Provider and Supplier;
- 5.1.3. The Client must seek approval, in writing, from Third-party Provider and Supplier if the Client wishes to move the leased hardware to a different location than that quoted on the initial Order Form;
- 5.1.4. Responsibility for all taxes arising from the supply, or Client use, of the leased hardware is the responsibility of the Client;
- 5.1.5. The Client grants Third-party Provider, or its assignee, a security interest in the leased hardware to secure all amounts due to Third-party Provider or its assignee under these pass-through terms;
- 5.1.6. It is the Client's responsibility to ensure the leased hardware is fully insured against risk and loss, with Third-party Provider specified in the policy as an additional insured, for a value not less than the original product value until payments by Client have been made in full. Third-party Provider and Supplier accept no liability in the event of the Client failing to insure the leased hardware.
- 5.1.7. A "Default Event" is considered to arise when:
 - (i) Client fails to pay the amount payable under the Order Form;
 - (ii) Client fails to comply with its obligations under this Additional Terms Schedule;
 - (iii) Client seeks to, or permits, a security interest in the leased hardware without prior agreement from Third-party Provider;
 - (iv) Client suffers a material adverse change in its financial condition, is in bankruptcy, or dissolves, liquidates, terminates existence;
 - (v) Client is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State or any other regionalized sanctions list in region; or

(vi) Client has made a false statement or misrepresentation to Third-party Provider.

5.1.8. In the event of a "Default Event", Client acknowledges that Third-party Provider and/or Supplier may, with fourteen (14) days notice, collect the leased hardware without recourse to Third-party Provider or Supplier, that may include, but not limited to:

- (i) Termination of Client's rights to use the hardware;
- (ii) Repossess the leased hardware and/or cancel, terminate or cause the hardware manufacturer to terminate, the provision of any maintenance and/or support services for the leased hardware, to the extent applicable;
- (iii) Upon demand Client will pay to Supplier a sum equal to the sum (I) of all payments then due, if any, and (II) the present value of all remaining payments to become due in the future discounted at a rate of 2% per annum;
- (iv) Upon demand, Client will provide (or arrange for) unrestricted physical access to the leased hardware to Third-party Provider, or its assignee as well as gain consent from any third party where the leased hardware may reside; and
- (v) Client shall be responsible for all attorneys' fees and costs, including, without limitation, costs of repossession, as a result of Third-party Provider or its assignee enforcing its rights following an Event of Default.

5.1.9. Before the end of the term of Client's equipment lease or rental arrangement hereunder, Third-party Provider will write to the Client, with ninety (90) days' notice to offer options for the "End of Term", notably:

- (i) Return the leased hardware to Third-party Provider, subject to compliance with all items under this Additional Terms Schedule;
- (ii) Offer the Client an opportunity to purchase the leased hardware for an outright / one-off payment; or
- (iii) Extend the term, subject to acceptance from Third-party Provider and Supplier.

5.1.10. In the event that Client elects to return the leased hardware to Third-party Provider, Client shall be responsible for the securely packing and shipping of the leased hardware, included any costs associated therewith.

6. **DELIVERY AND QUOTATION TERMS**

6.1. Please be aware that all CTO (custom to order) products are non-cancellable and non-returnable as standard.

6.2. Third-party Provider quotations will utilize the best available manufacturer pricing currently available.

6.3. Unless otherwise agreed to in writing, all pricing and all shipments are delivered at place unloaded ("DPU") (INCOTERMS 2021) to the agreed upon, designated destination.

6.4. Should manufacturer promotions not be available at point of shipment Third-party Provider reserves the right to review and revoke quotations in line with vendor validity and Supplier shall update the Order Form accordingly.

6.5. Any required shipments outside of US Mainland will need a freight quotation which will cover shipment to designated destination DPU (INCOTERMS 2021), it does not cover the cost of any import or broker fees, tax or duty for which the Client is liable for.

6.6. All prices are without taxes, such as (but not limited to); import taxes, state sales tax or VAT. Please note that freight costs applied to an Order Form are based on Third-party Provider's standard delivery charges and have

not taken into consideration any special delivery requirements, such as but not restricted to, Freight by Weight Agreements, Rack & Large Pallet, International, Sited and Timed deliveries, and other similar services which could incur additional costs. For more information or in order to obtain accurate freight costs, please contact Supplier and Third-party Provider.

7. DISCLAIMER AND LIMITATION OF LIABILITY

7.1. Procured Third-Party Hardware and Software. Client acknowledges and agrees that Third-party Provider is not the manufacturer or seller of any hardware or software procured by Third-party Provider on Client's behalf under a procurement services Order Form. As such, Third-party Provider delivers any such procured hardware and/or software strictly on an "as-is" basis without any warranty from Third-party Provider of any kind, express or implied. Third-party Provider's obligations with respect to warranties extended by the manufacturer, licensor, and/or reseller of any such hardware or software procured by Third-party Provider on Client's behalf shall be to pass-through applicable third-party warranties, and (to the extent such warranties cannot be passed-through) to provide reasonable assistance to Clients in asserting breach of warranty claims with such manufacturer, licensor and/or reseller.

8. TERMINATION

8.1. Code of Conduct. Client agrees that Third-party Provider maintains a code of conduct regarding the ethical and acceptable performance of Services by Third-party Provider for Client including, but not limited to, Third-party Provider's policies against performing Services in accordance with Client requests and/or direction that involve (i) working on or with any pirated or infringing software, (ii) procuring or utilizing hardware from unauthorized channels, (iii) working with or incorporating objectionable content, (iv) maintaining or adhering to unsafe cybersecurity principles, and (v) working in, or keeping an, unsafe or hostile work environment (the "Code of Conduct"). If Client requests or directs Third-party Provider to perform Services in a manner that would constitute a violation of the Code of Conduct, Third-party Provider reserves the right to terminate performance of Services by Third-party Provider for Client.

8.2. Transition Services. Unless terminated pursuant to Section 8.1. above, Third-party Provider agrees to provide Client with mutually agreed upon, reasonable transition services, at Third-party Provider's then current time and material rates, for the purpose of assisting Client in its transition to another service provider. Available assistance includes copying data, reconfiguring VPN devices, planning migration steps, and any other steps needed to transfer Client's managed services and/or data to another competent service provider or directly to Client. Such transition services will be available for a period of up to thirty (30) days after termination. Transition services shall not include sharing Third-party Provider's trade secrets, proprietary methods of providing service, training others on Third-party Provider's procedures, processes or methodology, or sharing Third-party Provider internal use documents or other Third-party Provider intellectual property or proprietary information. Third-party Provider does not perform any data conversion and will supply files as required herein to Client in the native format of the application(s) in use at the time of termination and/or transition. Where Third-party Provider provides procurement and configuration services to Client, Third-party Provider shall deliver to Client any works in process in their then current stage as of the effective date of termination on an as-is basis without warranty of any kind, express or implied, and with no additional configuration or other assistance provided. If Client fails to accept delivery of the works in process offered and to pay Third-party Provider and/or Supplier accordingly, Third-party Provider reserves the right to mitigate its damages by seeking to resell the works in process and Client shall be responsible for any time and resources spent by Third-party Provider to prepare the hardware for resale. In no event shall Third-party Provider's efforts to mitigate its damages in such manner limit or restrict remedies and damages available to Third-party Provider in equity or at law.

9. MISCELLANEOUS

9.1. COVID-19. The parties hereto are aware that due to the COVID-19 outbreak, declared by the World Health Organization to be a pandemic on March 11, 2020 ("COVID-19 Pandemic"), delays of performing certain obligations by Third-party Provider for Client may occur or may be impaired or impeded at any time and are not controllable or exactly foreseeable for any party, in particular, but not limited to, the delivery, provision or performance of works or services and materials, transportation, travelling including for performance of Services, delivery, and the general availability of service personnel. Accordingly, performance obligations which are delayed or - for the time being - unable to be fulfilled, directly or indirectly due to the COVID-19 Pandemic, including without limitation disruptions in supply chain, transportation, travel and other logistics, quarantine, local shutdowns, shelter in place and contact tracing that have arisen during the COVID-19 Pandemic shall be suspended. All parties shall use commercially reasonable efforts to mitigate the impact of such COVID -19 Pandemic issues on Third-party Provider's performance of Services for Client. The previous sentences do not affect any due payment obligations. Supplier shall expressly be permitted to change the Order Form at the discretion of Third-party Provider pursuant to Section 1.2 above or suspend or delay the provision of Services or Deliverables in the event Third-party Provider experiences any logistic or supply chain constraints with its existing vendors due to Force Majeure or COVID-19 Pandemic.

9.2. Title and Security Interest. Third-party Provider reserves, and Client hereby grants to and creates in favor of Third-party Provider, a first priority purchase money security interest in hardware procured, including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Client agrees to sign upon request, and hereby authorizes Third-party Provider to sign on its behalf and as its attorney in fact, any documents necessary to perfect Third-party Provider's security interest.