

## MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT (this “Agreement”) is entered into as of the date of the signed Order Form (the “Effective Date”) by and between Wynd Technologies, Inc., with a place of business located at 1010 Commercial Street, #A, San Carlos, CA 94070 (“Wynd”), and Customer.

1. **Lease; Term; Rent and SaaS Fees.** Wynd hereby leases to Customer, and Customer hereby leases from Wynd, subject to the terms and conditions of this Agreement, the equipment described in the Order Form (the “Equipment”) in the quantities set forth in the Order Form. The equipment shall automatically include any replacements and repairs thereto furnished by Wynd. This Agreement shall commence on the Effective Date and continue in effect (unless sooner terminated in accordance herewith) for the term set forth in the Order Form (the “Term”), whereupon this Agreement shall expire. Customer shall pay to Wynd rent and software-as-a-service (SaaS) fees as set forth in the Order Form. Wynd retains title to the Equipment and Software (as defined below) and no right, title, or interest in the Equipment or Software shall pass to Customer except as expressly set forth in this Agreement. Customer shall keep the Equipment and Software free and clear of all security interests, claims, liens, and encumbrances.

2. **Services; Software and Data; Confidentiality; Proprietary Rights; Policy.**

(a) Wynd will use commercially reasonable efforts to provide Customer the services described in the Order Form (the “Services”). To the extent the Equipment contains or consists of any software that is owned by Wynd, Wynd hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable, license to use such software for the sole purpose of operating the Equipment as the Equipment is intended to be operated. Customer will not (and will not permit any third party to), directly or indirectly, (a) copy, alter, reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas, know-how, or algorithms of any software, documentation, or data related to the Equipment or Services (the “Software and Data”), or sublicense, sell, transfer, lease, or disclose any of the same, (b) modify, translate, or create derivative works based on the Software and Data, or (c) use the Software and Data for the benefit of a third party. To the extent any third party software is provided by Wynd to Customer in connection with the Equipment, such third party software is subject to the terms and conditions of separate license or other agreements supplied by the applicable third party licensor.

(b) Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Wynd includes non-public information regarding features, functionality, or performance of the Equipment or Services. Proprietary Information of Customer includes non-public data provided by Customer to Wynd to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

(c) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Wynd’s standard published policies then in effect (the “Policy”) and all

applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Wynd 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 the foregoing or otherwise from Customer's use of the Equipment or Services. Although Wynd has no obligation to monitor Customer's use of the Services, Wynd may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

(d) Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Equipment or Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.

(e) Wynd may use Customer's name and logo to identify Customer as a Wynd customer of the Service, including on Wynd's public website and marketing material. Wynd agrees that any such use shall be subject to Wynd complying with any written guidelines that Customer may deliver to Wynd regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

**3. Warranty Disclaimer.** THE EQUIPMENT IS LEASED AND THE SOFTWARE AND DATA ARE PROVIDED "AS IS", AND WYND MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SOFTWARE AND DATA, INCLUDING, WITHOUT LIMITATION, THE CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, CAPACITY, QUALITY, DURABILITY, VALUE, PERFORMANCE, TITLE, NON-INFRINGEMENT OR OPERATION OF THE EQUIPMENT OR SOFTWARE AND DATA.

**4. LIMITATION OF LIABILITY.** WYND SHALL NOT UNDER ANY LEGAL THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE) BE LIABLE FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS, WHETHER ARISING FROM ANY DEFECT IN THE EQUIPMENT OR SOFTWARE AND DATA, ANY USE OR INABILITY TO USE THE EQUIPMENT OR SOFTWARE AND DATA, OR OTHERWISE, EVEN IF WYND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY OTHER DAMAGES OR LIABILITY IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**5. Use and Maintenance.**

(a) Customer shall own all right, title, and interest in and to the Customer Data. Wynd shall own and retain all right, title, and interest in and to (a) the Services and Software and Data, and all improvements, enhancements, or modifications thereto, including any data that is based on or derived therefrom, (b) any software, applications, inventions, or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing. Notwithstanding anything to the contrary, Wynd shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Equipment, Services, and related systems and technologies, and Wynd will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Wynd offerings, and (ii) use such data in aggregate or other de-identified form in connection with its business.

(b) Customer agrees (1) to comply with all applicable laws and regulations applicable to this Agreement and the Equipment and Software and Data, (2) to use and maintain the Equipment and Software and Data in accordance with all due care and in accordance with industry

practice, (3) not to make any alterations or additions to the Equipment outside of the ordinary course of business, and (4) to use properly trained personnel in the installation, operation and maintenance of the Equipment and Software and Data. Customer agrees that any approved alterations to the Equipment shall at all times be and remain the property of Wynd. Wynd's authorized representatives shall have access to Customer's premises during normal business hours for the purpose of inspecting the Equipment upon reasonable notice, at times reasonably convenient to Customer and not to exceed more than twice per year.

**6. Termination.**

(a) Wynd may, upon written notice to Customer, terminate this Agreement upon the occurrence of any of the following events: (1) Customer fails to pay any amount due under this Agreement; (2) Customer breaches any term of this Agreement and fails to cure such breach within twenty (20) days after receiving written notice thereof; (3) Customer abandons or sells the Equipment; (4) Customer allows any security interest, lien or encumbrance to burden the Equipment or Software; (5) Customer ceases doing business without a successor; or (6) Customer is subject to a petition for relief under any bankruptcy legislation, makes an assignment for the benefit of creditors, or is subject to the appointment of a receiver for all or a substantial part of Customer's assets.

(b) Customer may, upon written notice to Wynd, terminate this Agreement upon the occurrence of any of the following events: (1) Wynd breaches any term of this Agreement and fails to cure such breach within twenty (20) days after receiving written notice thereof; (2) Wynd ceases doing business without a successor; or (3) Wynd is subject to a petition for relief under any bankruptcy legislation, makes an assignment for the benefit of creditors, or is subject to the appointment of a receiver for all or a substantial part of Customer's assets.

(c) Upon the expiration or termination of this Agreement, Customer, at its own expense, shall immediately return the Equipment to Wynd in good repair and working order, at such location as Wynd shall designate. This Section 6(c) and Sections 2(b), 3, 4, 5 and 8 through 13, inclusive, shall survive any expiration or termination of this Agreement. No expiration or termination of this Agreement will affect any rights or liabilities of the parties which may have accrued prior to the date of expiration or termination.

**7. Loss or Damage.** From the date the Equipment is received by Customer until the Equipment is received by Wynd as provided in Section 6(c), Customer shall bear the entire risk of theft of, damage to, destruction of or loss of the Equipment, or any condemnation or seizure of the Equipment (each individually an "Event of Loss"). When any Event of Loss occurs, Customer shall promptly notify Wynd and, at Wynd's sole option, either (1) return the Equipment (including the Software) that is the subject of the Event of Loss and pay the aggregate rent that is then owing plus all remaining rent that would have been due during the Term for such Equipment or (2) pay to Wynd the then-current list sale price (or if none is available, the fair market value) of the Equipment that is the subject of the Event of Loss; in each case, which payments shall be due and payable within fifteen (15) days after Customer's receipt of written notice of Wynd's election. If as a result thereof, no Equipment remains under lease hereunder, this Agreement will automatically terminate.

**8. No Waiver.** No express or implied waiver by either party of any breach shall constitute a waiver of any other breach of this Agreement or a waiver of any of its rights and remedies, and no delay by either party in enforcing any right, remedy or requirement shall be a waiver of such right, remedy or requirement.

**9. Assignment and Benefit.** Customer may not assign, transfer or delegate this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Wynd, except that Customer may assign this Agreement in whole in connection with the sale of all or substantially all of its assets or business, provided that the assignee expressly assumes, in a writing delivered to Wynd, all of

the terms and conditions of this Agreement. Any attempted assignment, delegation or transfer by Customer in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

**10. Further Assurances; UCC Filing**. Customer shall promptly execute and deliver to Wynd such further documents and take such further action as Wynd may request to carry out more effectively the intent and purposes of this Agreement. Customer hereby authorizes Wynd to file at any time and from time to time in any filing office in any Uniform Commercial Code jurisdiction any Uniform Commercial Code financing statements, continuations and amendments describing the Equipment or Software and to do all other acts reasonably necessary to provide notice to third parties of this Agreement and the lease contained herein and/or Wynd's ownership of the Equipment or Software.

**11. Insurance**. Customer shall maintain during the term of this Agreement, at its own expense, liability insurance against all risks of property damage or loss (including without limitation fire, theft and destruction) of the Equipment.

**12. Notices**. Any notice required or contemplated by this Agreement shall be made in writing and shall be deemed delivered on the date of personal delivery, the date shown on any signed delivery receipt or on the date of refusal of delivery if sent by registered or certified mail or overnight commercial delivery service to the respective address set forth below each party's respective signature hereto.

**13. Miscellaneous**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON CUSTOMER BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE THAT CUSTOMER MAY HAVE AGAINST WYND. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect. This Agreement shall be governed by and construed under the laws of the State of California, excluding its conflict of law principles. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior quotations, purchase orders, agreements and communications, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless made in writing and signed by Wynd and Customer. Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between Wynd and Customer.

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