

## PRIMER TECHNOLOGIES, INC.

### END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY PRIMER TECHNOLOGIES, INC. (OR PRIMER FEDERAL, INC., IF APPLICABLE IN ACCORDANCE WITH SECTION 1.2 OF THIS AGREEMENT) (“PRIMER”). BY SELECTING THE “ACCEPT” BUTTON AND/OR BY ACCESSING OR USING THE SERVICES THROUGH THE MARKETPLACE OPERATED BY AMAZON WEB SERVICES, INC. (THE “AWS MARKETPLACE”) (ACCEPTING OR ACCESSING THE SERVICES, “ACCEPTANCE”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

#### 1. Special Terms Applicable to U.S. Federal Government Customers.

1.1 Where the Customer is a U.S. Government agency, the following terms apply: The Services and Documentation (defined below) are sold to the U.S. Government as “commercial items,” as that term is defined in 48 C.F.R. 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as those terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212 for civilian agencies or 48 C.F.R. 227.7202-1 through 227.7202-4 for Department of Defense agencies, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4. In lieu of Primer Technologies, Inc. as the contracting entity under this Agreement, the contracting entity shall be deemed to be Primer Federal, Inc., a Delaware corporation, with an office located at 3100 Clarendon Boulevard, Suite 925, Arlington, VA 22201 (“Primer Federal”), and all references to “Primer” herein shall be deemed to mean Primer Federal.

1.2 Where the Customer is a U.S. Government agency, the following sections are modified as follows: (i) Section 7, Term; Termination, is amended to provide that Primer’s right to terminate this Agreement unilaterally in the event of breach by Customer shall be subject to the Contract Disputes Act (41 U.S.C. §§ 7101 to 7109); (ii) Section 8, Indemnification is deleted in its entirety; (iii) Section 12, Miscellaneous, is amended to provide that governing law, venue, and jurisdiction shall be governed by the Contract Disputes Act (41 U.S.C. §§ 7101 to 7109), and each Party’s right to recover costs and fees are subject to Prompt Payment Act or Equal Access to Justice Act; and (iv) Primer’s address for notices set forth in the fourth sentence of Section 12, Miscellaneous is deleted and replaced in its entirety with the following: Primer Federal, Inc., 3100 Clarendon Boulevard, Suite 925, Arlington, VA 22201 with a copy to legal@primer.ai.

#### 2. License Grant; Access to the Services.

2.1 Subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth in the applicable Product Listing (defined below)), Primer grants Customer a limited, personal, non-sublicensable, non-transferable, nonexclusive license to install and internally use the Primer product(s) identified in the applicable AWS Marketplace product listing (“Product Listing”) purchased by Customer (collectively, the “Services”) for the duration of the subscription term purchased by Customer through the AWS Marketplace (the “Subscription”), solely for the internal business purposes of Customer and only in accordance with Primer’s applicable official user documentation for the Services available in the applicable Product Listing (the “Documentation”), as may be updated from time to time. The Services are made available and may be used solely as a standalone product through the AWS Marketplace.

2.2 To the extent that Customer's Subscription is for any version of the Primer Delta service, the Primer Engines service, Primer Automate service, and/or the Primer LightTag service, subject to Customer's compliance with the terms and conditions of this Agreement, Primer grants Customer a perpetual, royalty free, worldwide right and license to access and use the outputs generated and provided to Customer from such Services (the "Outputs"), provided that Primer shall have no obligation under this Agreement or otherwise to provide any Services, or Updates (defined below) thereto, after the applicable Subscription.

2.3 The Services will be deployed in Customer's internal computing environment ("Computing Environment") as described in the Product Listing. Customer will have full responsibility for the security of its Computing Environment, and Primer will have no obligation to insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or its employees, contractors, and agents. Except for one copy solely for back-up purposes, Customer may possess only the number of copies of any Services as has been expressly authorized by Primer.

### 3. Support Services; Updates.

3.1 Subject to Customer's payment of all applicable fees, Primer will use commercially reasonable efforts to provide support for the Services as described in the applicable Product Listing.

3.2 From time to time, Primer may provide upgrades, patches, enhancements, or fixes for the Services to its Customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement. Primer shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer acknowledges that Primer may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that Primer shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes. In addition, Customer may be required to install certain updates in order to continue using the Services during the Subscription, and Customer agrees to make any such updates in accordance with Primer's instructions.

### 4. Ownership; Feedback.

4.1 As between the parties, Primer retains all right, title, and interest in and to the Services and all other artificial intelligence or machine learning algorithms or models embodied therein, and all other software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Primer for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including, without limitation, any software provided through the AWS Marketplace) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

4.2 Customer may from time to time provide suggestions, comments, or other feedback to Primer with respect to the Services ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Primer notwithstanding anything else. Customer shall, and hereby does, grant to Primer a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Primer's right to develop, acquire, license, market, promote, or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software, or technologies that Customer may develop, produce, market, or distribute.

5. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the

extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) clone the Services or use the Services to build an application programming interface, application, or product that is competitive with any Primer product or Services (including, without limitation, using the Services for the purpose of developing or training any machine learning models or natural language processing algorithms); (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (viii) bypass any measures Primer may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (ix) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services (or any information, data, or content made available through the Services ), whether through use of manual or automated means, or (x) use the Services in a manner that violates applicable laws or regulations. Customer is responsible for all of Customer's activity in connection with the Services. Customer (i) shall use the Services in compliance with all applicable local, state, national, and foreign laws, treaties and regulations in connection with Customer's use of the Services (including those related to data privacy, international communications, export laws, and the transmission of technical or personal data laws), and (ii) shall not use the Services in a manner that violates any third party intellectual property, contractual, or other proprietary rights.

6. Fees. Fees for the Subscription may include: (i) fees based on Customer's usage of the Services as set forth in the applicable Product Listing ("Metered Pricing"), (ii) prepaid and/or installment-based fees as set forth in the applicable Product Listing, and/or (iii) other fees as set forth in the AWS Marketplace and/or Product Listing. For Subscriptions provided on a Metered Pricing basis, upon request by Primer, Customer will provide sufficient documentation from its books and records to allow Primer to verify the metered usage charged to Customer for the Subscription.

7. Term; Termination. This Agreement will continue until conclusion the Subscription, unless earlier terminated by either party as set forth herein. Subject to Section 1, either party may terminate the Subscription or this Agreement if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days following its receipt of written notice of the breach from the non-breaching party. Upon expiration or earlier termination of this Agreement, all licenses to the Services shall immediately terminate and Customer shall cease all use of and access to the Services, and shall further return or destroy all Services and all copies of all Services and Documentation in Customer's possession or control (and, upon request, shall certify such destruction in writing to Primer). Without limiting the foregoing, Primer may suspend or limit Customer's and Customer affiliates' access to or use of the Service if (i) AWS requests any such suspension or limitation of the Services, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Primer's ability to provide access to the Service to other customers; provided that: (a) Primer shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Primer shall provide prompt written notice to Customer describing the nature of the damage or degradation; and (c) Primer shall reinstate Customer's and Customer affiliates' use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, sections 1 and 4-12 (inclusive).

8. Indemnification. Subject to Section 1, each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) Customer's use of the Services (in the case of Customer as Indemnitor), or (ii) the Services (in the case of Primer as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the

Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Primer do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Primer (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Primer, (iv) combined with other products, processes or materials not provided by Primer (where the alleged Losses arise from or relate 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) Customer's use of the Services is not strictly in accordance herewith.

9. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10. Limitation of Liability. EXCEPT FOR (I) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 AND (II) CUSTOMER'S BREACH OF SECTION 5, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY (I) LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (AND PAYABLE) BY CUSTOMER TO PRIMER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

11. Third Party Materials. Customer acknowledges and agrees that: (i) the Services may incorporate certain information, data and materials received from Primer's third party licensors and data vendors and/or operate on, with or using application programming interfaces (APIs) and/or other Services operated or provided by third parties ("Third Party Integrations"); (ii) Third Party Integrations provided directly through Primer may only be used in conjunction with the Services; and (iii) Customer's use of the Third Party Integrations shall be subject to (and Customer agrees it is bound by) any additional terms and conditions applicable to use of such Third Party Integrations, as they may be provided and/or modified from time to time by Primer and/or its third party licensors and data vendors. Primer cannot and does not guarantee that the Services shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Primer is not responsible for the operation of any Third Party Integrations nor the availability or operation of the Services to the extent such availability and operation is dependent on Third Party Integrations.

12. Miscellaneous. This Agreement represents the entire agreement between Customer and Primer with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Primer with respect thereto. Subject to Section 1, the Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified mail,

return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery Services. Notices for Primer must be sent to Primer Technologies, Inc., 244 Jackson Street, Suite 200, San Francisco, CA 94111, with a copy to legal@primer.ai, and notices for Customer must be sent to the address specified in the signature block below. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of Services attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Primer may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

In witness whereof, the parties hereto have executed this Agreement as of the day and year executed by both parties.

<b>PRIMER</b>	<b>CUSTOMER</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address: