

TrueSource Data Marketplace Agreement

THIS ENTERPRISE AGREEMENT AND ALL POLICIES AND DOCUMENTS REFERENCED HEREIN ARE COLLECTIVELY THE TERMS AND CONDITIONS OF USE OF THE TRUESOURCE WEBSITE, ACCOUNT, MAAS PLATFORM, MARKETPLACE, AND ALL RELATED PRODUCTS AND/OR SERVICES. THIS AGREEMENT INCLUDES IMPORTANT LEGAL PROVISIONS THAT AFFECT ENTERPRISE'S LIABILITY AND RIGHTS AND OBLIGATIONS THAT ENTERPRISE MUST READ AND ACCEPT.

BY USING THE TRUESOURCE WEBSITE, AN ACCOUNT, MAAS PLATFORM, MARKETPLACE, AND ANY RELATED PRODUCTS AND/OR SERVICES, ENTERPRISE AGREES TO BE BOUND BY THIS AGREEMENT AND ALL REVISIONS, UPDATES, AND/OR CHANGES THAT TRUESOURCE MAY PUBLISH FROM TIME TO TIME. EACH TIME ENTERPRISE AND/OR ITS AUTHORIZED ENTERPRISE USERS ACCESS AND/OR USE ANY OF THE FOREGOING, ENTERPRISE REAFFIRMS THIS AGREEMENT AND ANY REVISIONS, UPDATES, AND/OR CHANGES AND ALL REPRESENTATIONS AND WARRANTIES AND COVENANTS.

IF ENTERPRISE AND/OR ITS AUTHORIZED ENTERPRISE USERS DO NOT UNDERSTAND, ACCEPT, AND AGREE, THEN ENTERPRISE AND SUCH USERS MUST NOT ACCESS OR USE THE TRUESOURCE WEBSITE, ANY ACCOUNT, THE MAAS PLATFORM, MARKETPLACE, AND/OR ANY RELATED PRODUCT AND/OR SERVICES.

1. Enterprise Terms and Conditions

1.1 Agreement Scope; Effective Date. The terms and conditions described below in this agreement and in all referenced and incorporated documents, order forms, end user license agreements, policies, addenda, schedules, exhibits, and/or other attachments (collectively, the "**Agreement**") are a binding legal contract between the Enterprise (as defined below) that uses the TrueSource Website, any TrueSource Accounts, the MaaS Platform, Marketplace, and/or all related applications, products and/or services ("**TrueSource Services**") and TrueSource Technologies Inc., a Delaware corporation, with a registered agent address of 251 Little Falls Drive, Wilmington, DE, USA and a place of business at 685 High St, Unit 5A Palo Alto, CA, 94301, USA ("**TrueSource**"). When Enterprise and/or its Authorized Enterprise Users (as defined below) initiate access and/or use of the TrueSource Services, then Enterprise agrees to be bound by the terms and conditions of this Agreement as of that date (the "**Effective Date**").

1.2 Changes and Amendments. TrueSource may at any time, in its sole discretion, update, amend, and/or change this Agreement or any part of it, by posting on the TrueSource Website a revised version. TrueSource will provide reasonable advance notice of any amendment that includes a substantial change, by providing notice of such a substantial change on the TrueSource Website and/or sending Enterprise notice by email. If any change in the TrueSource Fees is a substantial and permanent increase, then TrueSource will provide at least thirty (30) days advance notice of the increase. Any revisions and/or modifications of this Agreement will take effect on the later of the date of posting or the noted effective date.

2. Definitions

Capitalized terms not defined below or above have the meanings set forth elsewhere in this Agreement.

2.1 "Account" means a login-accessed portion of the TrueSource Website that may allow access to the MaaS Platform, the Marketplace and/or other unique functionality, and to which account Enterprise and/or User is granted access by (i) registering a unique username, password, and Profile, (ii) agreeing to unique terms and conditions, and (iii) receiving an approval of registration from TrueSource.

2.2 “**Commercial Data Transfer**” shall have the meaning set forth in Section 6 of this Agreement.

2.3 “**Content**” means any and all information in any medium that is capable of being stored by computer, including without limitation any links, text, graphics, data, software, sound, music, photographs, data models, spreadsheets, audio, video, maps, database, etc.

2.4 “**Data Partners**” means Enterprise’s previous, current, and prospective suppliers, vendors, and other enterprises with whom Enterprise does business or would consider doing business.

2.5 “**Enterprise**” means any corporation, limited liability company, partnership, sole proprietorship, and/or other business entity that provides its acceptance of the terms and conditions of this Agreement and is bound by them.

2.6 “**Intellectual Property Rights**” means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof.

2.7 “**MaaS Platform**” means the proprietary marketplace-as-a-service platform and functionality of TrueSource accessed by means of logging into an account on the TrueSource Websites, which may include Marketplace functionality.

2.8 “**Mark**” means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

2.9 “**Marketplace**” means elements of the MaaS Platform offering certain “marketplace” functionality that only Enterprise may access and use and to which only Enterprise may invite Data Partners to access and use as set forth in this Agreement.

2.10 “**Order Form**” means the mutually executed order form, substantially in the form of that attached hereto at Schedule 1, which schedule is incorporated herein by reference, and which when mutually executed shall form part of this Agreement.

2.11 “**TrueSource Fees**” shall have the meaning set forth in Section 7 of this Agreement.

2.12 “**TrueSource Services**” means the TrueSource Websites, Accounts, MaaS Platform, Marketplace, and all related products and/or services of TrueSource.

2.13 “**User**” means any user of the TrueSource Websites and/or TrueSource Services, including without limitation Enterprise, Authorized Enterprise Users, any agents thereof, Marketplace Data Partners, and other individuals or third parties that use the TrueSource Websites and/or TrueSource Services.

2.14 “**Website**” means the websites collectively of TrueSource, including the homepage, which is typically found www.truesource.io, and such other websites maintained by TrueSource and its affiliates from time to time.

3. Website Use and Account Registration

3.1 Account Registration. To use login-accessed portions of the TrueSource Website and to access and use the MaaS Platform and/or Marketplace, Enterprise must register and obtain an Account.

By accessing such an Account, Enterprise reaffirms its commitment to the terms and conditions of this Agreement and that it is legally bound by them. Nevertheless, Enterprise acknowledges and agrees that TrueSource is under no obligation to accept such Account registration and may decline any such registration for any lawful reason. Furthermore, even though Enterprise may successfully register and obtain an Account, TrueSource shall be under no obligation to offer access to any unique functionality and/or applications associated with Account registration.

3.2 Account Profile. At the time of Account creation, Enterprise and all Authorized Enterprise Users (as defined in Section 3.3 below) must register a profile (“**Profile**”), and Enterprise and/or Enterprise Authorized Enterprise Users must always provide accurate, truthful, and complete information and maintain and update such profile to ensure ongoing accuracy, completeness and truthfulness. Enterprise and all Authorized Enterprise Users agree not to provide any false or misleading information about their identity, physical location, origin and/or nature of Content and/or data, their business, and/or the services they provide, to correct any such information that is or becomes false or misleading, and to respond promptly to any requests for verification of such information.

3.3 Authorized Use. Enterprise agrees not to allow another person and/or enterprise to create or register an Account on its behalf or for its benefit, except that Enterprise may authorize specific Users to create a login credentials and a Profile (“**Authorized Enterprise User**”), which Authorized Enterprise User shall represent, warrant, and covenant as set forth in Section 3.3 below. Enterprise shall assume full responsibility for the use of all such Accounts and each User that accesses and/or uses such Accounts. Enterprise acknowledges and agrees that all User and Account information and any rights, privileges, and/or licenses any User claims, will be subject to verification at any time and from time to time, including without limitation against third-party databases or government and/or legal registrations or documents. Enterprise authorizes TrueSource and its agents to make inquiries and to investigate as necessary to validate Enterprise’s and all Authorized Enterprise Users’ Account information and Profiles, including without limitation identity, location, email addresses, authorization to act for any enterprise and/or company, etc. Enterprise also agrees to provide evidence to verify any or all of the foregoing when requested by TrueSource, to the satisfaction of TrueSource in its sole discretion. Until such time, TrueSource may suspend User access to the TrueSource Website and/or TrueSource Services.

3.4 Authorized Enterprise User. Any and all Authorized Enterprise Users hereby represent, warrant, and covenant that: (i) Such User is an employee or agent of, and authorized to act for and bind, the applicable Enterprise; (ii) Such User will use the TrueSource Services for business purposes only in accordance with all applicable laws, rules, and regulations; (iii) Such User will comply with any licensing, registration, regulatory, and/or other legal requirements with respect to its business, or the business for which it is acting, and with respect to the use of the TrueSource Services; and (iv) Such User is an individual who is eighteen (18) years or older (or have otherwise reached the age of majority in the jurisdiction in which Authorized Enterprise User is located) in each case who can form legally binding contracts (Notwithstanding, in no event may anyone under sixteen (16) access and/or use the TrueSource Services); and (v) Such User shall abide by and comply with this Agreement and all applicable user policies and guidelines; and (vi) Such User agrees not to share its username or password with any person, except such person or persons who are authorized to use the MaaS Platform Account.

4. MaaS Platform Access

4.1 Marketplace Grant. During the term of this Agreement, subject to (i) the terms and conditions hereof (including without limitation Sections 9.2, 9.3, and 9.4) and (ii) the payment of the TrueSource Fees, TrueSource grants Enterprise the limited, revocable, non-exclusive, non-transferrable, non-sublicensable right to access and use the MaaS Platform and to invite approved Data Partners to participate in the Marketplace.

4.2 MaaS Partner Invitation. Enterprise may invite its Data Partners to participate in certain marketplace activities available on the MaaS Platform as may be offered by TrueSource from time to time, which may include functionality to buy and sell Commercial Data (“**Marketplace**”). Subject to the terms and conditions hereof, including without limitation Sections 4.3, and Section 9, Enterprise shall decide in its sole discretion which Data Partners to invite and to accept to participate in the Marketplace and Enterprise shall be solely and fully responsible for all of the acts and omissions of such Data Partner and/or Marketplace Data Partner (as defined below).

4.3 Marketplace Registration. Subject to the terms and conditions hereof, to accept the invitation of Enterprise and participate in the Marketplace, such Data Partners shall (i) link to the TrueSource Website by means of such invitation sent by Enterprise, (ii) register an Account, (iii) create a Profile in accordance with and subject to Section 3.2, and (iv) during such registration and Profile creation accept and agree to TrueSource’s standard terms and conditions of access and use then in effect, as such terms and conditions may be updated and/or modified by TrueSource from time to time in its sole discretion (“**Marketplace Data Partner**”).

5. Marketplace

5.1 Marketplace Invitation. Enterprise may send an invitation originating from its Account that invites Data Partners to join its Marketplace. Other than providing Enterprise with access to and use of the MaaS Platform and related Marketplace functionality, TrueSource shall not be otherwise be involved. Except for the requirement that such Data Partners agree to TrueSource’s terms of access and use, as may be updated and or amended from time to time in its sole discretion, which such Data Partner shall fully comply with, TrueSource will not engage in the discussions, relationship, and/or contracting, if any, between Enterprise and any Marketplace Data Partner.

5.2 Marketplace Administration. Enterprise is solely and exclusively responsible for: (i) reviewing the invitations to, or requests of, Data Partners to join the Marketplace; (ii) evaluating and assessing the suitability and appropriateness of a Data Partner with respect to its joining and participating in the Marketplace. TrueSource merely makes the TrueSource Website, Accounts, MaaS Platform, and the Marketplace available to enable Enterprise to engage with its Marketplace Data Partners. Subject to Section 4 and this Section 5 (and all other applicable terms hereof), Enterprise is and shall be solely responsible for the accuracy and legality of any Data Partners information, data, and/or Content and negotiating, agreeing to, executing, and/or entering into any legal agreement, if any, with any Data Partners and/or any Marketplace Data Partners. While retaining the right to do so, TrueSource is under no obligation to verify any Content, data, information, and/or feedback uploaded and/or provided by Enterprise, Data Partners, Marketplace Data Partners, Users, and/or other third parties and does not offer to perform background checks on or validate the identity, credentials, and/or licenses of any of the foregoing nor to check or validate the nature, quality, or status of any Content, data, and/or information.

5.3 Marketplace Data Partner Terms of Use. When a Data Partner decides to participate in the Marketplace, Enterprise shall ensure that Data Partner agrees in writing to such terms and conditions as TrueSource may require from time to time in its sole discretion. TrueSource shall post its Marketplace terms and conditions of use and shall require Data Partners’ agreement as a condition to creating an Account and joining the Marketplace; and Enterprise shall ensure that such Data Partner accepts and agrees and that it complies with such terms and conditions. While TrueSource shall be under no obligation to exercise any rights, Enterprise and each of its Data Partners acknowledges, agrees, and understands that TrueSource retains complete authority to determine the rights and privileges related to the use of the Marketplace and MaaS Platform, and related to any TrueSource Services.

5.4. Representations, Warranties, and Covenants. Enterprise represents, warrants, and covenants that: (i) it has all rights and licenses required to engage in Marketplace activities; (ii) it shall not employ the Marketplace, MaaS Platform, and/or TrueSource Services for any purpose if it does not have

the appropriate rights and licenses to do so, nor will it in such case request or encourage any Marketplace Data Partner to do so; and (iii) Enterprise and its Marketplace Data Partners have not engaged in any illegality or impropriety in the collection, possession, distribution, and/or sale of any Content, data, and/or information, nor will it at any point during the term of this Agreement and/or during the use of the TrueSource Services.

Enterprise and each of its Marketplace Data Partners acknowledge and agree that: (i) neither is an employee of TrueSource, nor a contractor of TrueSource, nor a joint venture and/or partner of TrueSource and that no User of the TrueSource Services is eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance) nor any other rights or benefits; (ii) TrueSource will not have any liability or obligations, including under or related to the Marketplace, for any acts or omissions by any Users; (iii) while retaining the right to do so, TrueSource does not, in any way, (a) supervise, direct, or control the Marketplace, nor any of its activities; (b) impose quality standards related to any Content, data, and/or information; nor (c) dictate the performance, methods, or processes of any User.

5.5 Marketplace Customization; White-label Solution; Marks Use. Enterprise may request that TrueSource customize certain elements of the Marketplace, and Enterprise and TrueSource shall agree in writing regarding such customization and any additional fees and expenses related thereto. Such customization may include the incorporation of the Marks of Enterprise into the Marketplace, and, in such instance, Enterprise hereby grants to TrueSource a non-exclusive, non-transferable, non-sublicensable right and license to use only the Marks of Enterprise that are set forth in the attached Order Form, or as may otherwise be identified by Enterprise to TrueSource, during the term of this Agreement. TrueSource shall have no interest in or right to the use of such Marks, except for the limited right of usage pursuant to this Agreement. On the expiration or earlier termination of this Agreement, such licenses granted will also terminate and TrueSource shall immediately cease using Enterprise's Marks.

6. Marketplace Data Sales

6.1 Data Sales. The Marketplace may include functionality by which Enterprise, or its Marketplace Data Partners, may upload Commercial Data (as defined below) to the Marketplace and offer to sell and/or to sell or transfer it (“**Commercial Data Transfer**”). Subject to the terms and conditions of this Agreement, if such Commercial Data Transfer functionality shall be made available, Enterprise, its Authorized Enterprise Users, and Marketplace Data Partners shall only upload Commercial Data to the Marketplace. Enterprise, its Authorized Enterprise Users, and Marketplace Data Partners are expressly prohibited from uploading, offering for sale or transfer, and/or selling or transferring anything other than Commercial Data, as such is defined herein. For the avoidance of doubt, any such Commercial Data Transfer shall also be subject to all other terms and conditions of this Agreement, including without limitation the representations, warranties, and covenants set forth in Section 6.3 below and the TrueSource Fees set forth in Section 7 below.

6.2 Commercial Data. “**Commercial Data**” means business, economic, and/or labor industry data in the public domain that (i) does not include and/or contain any Excluded Data (as defined below); (ii) has been lawfully obtained and is lawfully possessed free of any and all restrictions or limitations on its use, sale, publication, and/or distribution, and (iii) that is free of any liens or encumbrances or similar claims.

“**Excluded Data**” means information and/or data that is subject to any federal, state, and/or foreign laws and regulations relating to (i) Privacy Laws (as defined below), (ii) national security laws, and/or import or export laws, rules, and/or regulations, including without limitation those of the United States or People's Republic of China; (iii) consumer laws, rules, or regulations; (iv) any other laws, rules, or regulations that restrict, limit, and/or prohibit the Commercial Data Transfer; and/ (iv) any third party

legal agreements, contracts, and/or arrangements that restrict, limit, or prohibit the Commercial Data Transfers.

"Privacy Laws" shall mean each law, regulation, rule, directive or any similar rule of any country, state, or political subdivision that concerns the Processing (as defined below) of Personal Data (as defined below); security incident notifying requirements regarding personal data; privacy and security requirements for websites and mobile applications, online behavioral advertising, tracking technologies, or call or electronic monitoring or recording, including outbound calling and text messaging, telemarketing and email marketing, direct marketing and any other initiation, transmission, monitoring, recording, or receipt of communications (in any format, including voice, video, email, phone, text messaging, or otherwise), including, without limitation, the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020) and all regulations adopted by the California Attorney General or the California Privacy Protection Agency pursuant thereto, the Payment Card Industry Data Security Standard, the Federal Trade Commission Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, the Children's Online Privacy Protection Act, the Computer Fraud and Abuse Act, the Electronic Communications Privacy Act, the Video Privacy Protection Act, other state privacy and data security laws, state social security number protection laws, state laws relating to the privacy of biometric information, the European General Data Protection Regulation, the Brazilian Geral de Proteção de Dados, the Canadian Personal Information Protection and Electronic Documents Act, the Chinese Personal Information Protection Law and all similar laws, regulations, rules or directives

"Processing" shall mean any operation or set of operations that is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as the collection, recording, organization, structuring, storage, adaption, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Personal Data" shall mean (a) any information that relates to an identified or identifiable natural person, device, or household, including name, street address, telephone number, e-mail address, photograph, social security number, social insurance number, driver's license number, passport number, government-issued identification number, customer or account number, health information, financial information, consumer report information, device identifier, transaction identifier, IP address, physiological and behavioral biometric identifier, or any other piece of information that alone or in combination with other information allows the identification a natural person, device or household; and (b) any other information that is otherwise considered "personal information," "personally identifiable financial information", "personally identifiable information", or "personal data" under applicable Privacy Laws.

6.3 Data Representations and Warranties. Enterprise represents, warrants, and covenants that (i) Enterprise and its Marketplace Data Partners shall only upload to the Marketplace data, information and/or Content that is Commercial Data; (ii) Enterprise and its Marketplace Data Partners have not and shall not upload to the Marketplace any Excluded Data; (iii) Enterprise and its Marketplace Data Partners have not and shall not attempt to offer for sale nor attempt to sell or to transfer any Excluded Data through or in connection with the Marketplace; (iv) Enterprise and its Marketplace Data Partners have not obtained and shall not obtain or possess the Commercial Data, or any uploaded Content, data, and/or information, in violation of any Privacy Laws; (v) Enterprise and its Marketplace Data Partners have the right, and shall continue to have the right, to upload, offer for sale, and sell or transfer the Commercial Data, or any other data, information, and/or Content it shall upload, offer for sale, and sell or transfer in relation to the Marketplace.

(1) they haven't obtained the data by violating any privacy laws, and (2) they have the right to upload the data and sell it. Am I missing that?

7. TrueSource Fees

7.1 Enterprise Account Fee. Enterprise shall pay an annual fee to maintain an active Account, and such annual subscription shall automatically renew unless terminated earlier in accordance with the terms of this Agreement. Any additional Accounts created and/or registered by Enterprise shall be subject to additional charges and fees. Such Account Fee, and any additional Account fees, shall be set forth in the applicable Order Form, or as otherwise set forth in TrueSource's standard pricing guide published from time to time.

7.2 Commercial Data Transfer Fee. Enterprise shall also pay TrueSource a revenue share equal to a percentage or flat fee, as set forth in the applicable Order Form, on every Commercial Data Transfer and each and every sale or transfer of such arising out of the Marketplace, including any transfer associated with any Marketplace Data Partner, and including any other transaction for the transfer, license, and/or grant of access to data associated with the Marketplace.

7.3 Payment Terms. Such Enterprise Account Fee shall be paid in full within fifteen (15) days of registration of an Account, or receipt of an invoice, whichever is earlier, and then again, each year thereafter, fifteen (15) days after the annual Account subscription shall automatically renew, or receipt of an invoice, whichever is earlier. Commercial Data Transfer Fees shall be paid on the earlier of fifteen (15) days after invoicing, immediately by means of deduction from the payment system, or as otherwise agreed upon by the parties in a mutually executed writing. Except as expressly set forth in this Agreement, the fees set forth herein are non-refundable and non-cancelable, and TrueSource reserves the right to charge interest on such fees and other amounts due or payable hereunder that are not paid within fifteen (15) days of the earlier of when they were due or payable, or when they were invoiced, at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is less, plus all expenses of collection.

7.4 Taxes. The fees and charges under this Agreement do not include any sales, use, excise, transaction, and/or other similar taxes levied against or upon the rights of use or license or the furnishing or delivery or receipt of products and/or services pursuant to this Agreement, nor do they include any other charges or fees, imposed by the government, bank, or other. Enterprise shall be responsible for all fees and charges and taxes associated with the payment for the TrueSource Services, other than United States taxes based on TrueSource's net income.

8. Term and Termination

8.1 Termination for Inactivity. Subject to the terms hereof and applicable law, if an Enterprise, Enterprise Data Partner, and/or User Account remains inactive for three (3) months, then TrueSource may suspend or terminate access to the TrueSource Services, deactivate or delete the Account and delete all its Content, data, or information, and/or may terminate this Agreement.

8.2 Termination for Convenience. Subject to the following and the terms hereof, Enterprise or TrueSource may at any time terminate this Agreement in its sole discretion for any reason or no reason, without explanation, upon thirty (30) days prior written notice to the other party, at which time all access to Enterprise's Account and/or the TrueSource Services shall be immediately terminated. Enterprise shall provide written notice of such termination to Edward Igushev (igushev@truesource.io). If TrueSource terminates this Agreement for convenience pursuant to this Section, then TrueSource agrees to provide a pro-rata refund of the unused portion of the annual Enterprise Account Fee, net of any fees and/or expenses due and owing TrueSource, for the period following termination.

8.3 For Cause Termination or Response. Without limiting TrueSource's other rights or remedies, TrueSource may, but is not obligated to, temporarily or indefinitely revoke or limit access to the TrueSource Services, deny any User registration, and/or permanently revoke any User access to the TrueSource Services if: (i) User breaches the letter or spirit of any terms and conditions of this Agreement; (ii) TrueSource suspects or becomes aware that User has provided false or misleading information to TrueSource; (iii) TrueSource believes, in its sole discretion, that User actions may cause legal liability for any other User and/or TrueSource or its affiliates, or may be contrary to the interests of the User community, or may involve illicit or illegal activity; or (iv) TrueSource is required by law, legal process, or law enforcement. If any User's Account is temporarily or permanently closed, User may not use the TrueSource Website, Account, and/or TrueSource Services under the same Account or a different Account or re-register under a new Account without TrueSource's prior written consent.

IF TRUESOURCE DECIDES TO TEMPORARILY OR PERMANENTLY REMOVE ACCESS AND/OR CLOSE A USER'S ACCOUNT, TRUESOURCE SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO: (I) INFORM OTHER USERS OF THE STATUS OF THE ACCOUNT, (II) PROVIDE OTHER USERS WITH REASONS FOR THE REMOVAL OF ACCESS AND/OR CLOSURE. USER AGREES THAT TRUESOURCE SHALL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY SUCH NOTICE TO OTHER USERS.

Except as otherwise required by law, if User's Account is closed for any reason, User will no longer have access to Content, data, information, messages, files, and/or other material it keeps on the TrueSource Services. Within a maximum of thirty (30) days following the closure of User's Account and/or termination of this Agreement for any reason, TrueSource will, upon User's written request, return the Account Content to User in a mutually agreed-upon format. Absent such a request, any closure of User's Account may involve deletion of any of the foregoing and/or such Content stored in the Account for which TrueSource will have no liability whatsoever. TrueSource, in its sole discretion and as permitted or required by law, may retain some or all of the Account information.

8.4 Survival. After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release Enterprise or TrueSource from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

9. Intellectual Property Rights

9.1 Retained Rights. Enterprise acknowledges and agrees that TrueSource and its licensors and suppliers retain and own all rights, title, and interests in and to the following, and in and to all Intellectual Property Rights therein: (i) the TrueSource Website, MaaS Platform, Marketplace, TrueSource Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, Content, data and/or information provided and/or made available by TrueSource in connection with any of the foregoing (but excluding Content and/or data provided exclusively by Enterprise); and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to TrueSource and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's intellectual property or proprietary technology other than in strict accordance with the terms of this Agreement. Enterprise, Authorized Enterprise Users, Marketplace Data Partners, and all other Users acknowledge and agree that TrueSource and its licensors, suppliers, vendors, and/or its third-party vendors shall own all rights, title, and interest in and to all Intellectual Property Rights in and to and any suggestions, enhancement requests, feedback, or recommendations

provided by Enterprise, Authorized Enterprises Users, Marketplace Data partners, and/or all other Users relating to the TrueSource Services without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

9.2 Misuse of TrueSource Services Prohibited. Enterprise, Authorized Enterprise Users, and Marketplace Data Partners may not and shall not, nor allow any third party to: (i) modify, disassemble, decompile or reverse engineer the TrueSource Services, nor any services and/or products related to the foregoing or to this Agreement; (ii) copy the TrueSource Services and/or make any derivative works thereof; (iii) use information from any of the TrueSource Services to build a database for resale or for access by a third party in direct or indirect competition with the TrueSource Services; (iv) delete or in any manner alter the copyright, Mark, and other proprietary rights notices, if any, of TrueSource and its licensors and/or suppliers appearing on any TrueSource Services. Enterprise, Authorized Enterprise Users, and Marketplace Data Partners shall not (a) except as expressly provided herein, license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the TrueSource Services available to any third party; (b) attempt to disable or circumvent any security mechanisms used by the TrueSource Services or any applications running on the TrueSource Services; (c) engage in any activity that interferes with or disrupts the TrueSource Services (or the servers and networks which are connected to the Services); (d) except as expressly provided herein, rent, lease, provide access to or sublicense any elements of the TrueSource Services to a third party or use the TrueSource Services on behalf of or to provide services to third parties; (e) access the TrueSource Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas; (f) access the TrueSource Services for the purpose of bringing an intellectual property infringement claim against TrueSource or for the purpose of creating a product or service competitive with the TrueSource Services; or (g) use any robot, spider, site search/retrieval application or other manual or automatic program or device to retrieve, index, “scrape,” “data mine” or in any way gather Content from the TrueSource Services. Furthermore, Enterprise, Authorized Enterprise Users, and Marketplace Data Partners may not and shall not, nor allow any third party to upload, record, publish, distribute, post, link to, transmit or distribute Content, or otherwise utilize the TrueSource Services in a manner that: (i) advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence, inappropriate behavior, and/or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or TrueSource, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Enterprise or any Authorized Enterprise User’s identity or the origin of a message or other communication, or impersonates or otherwise misrepresents its affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, insensitive, abusive, profane, hateful, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) utilizes or contains any viruses, Trojan horses, worms, malware, spyware, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, Content, and/or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising). TrueSource reserves the right (but shall have no obligation) to monitor and remove Content, data, and/or information from the TrueSource Services, at its discretion. Enterprise, Authorized Enterprise Users, and Marketplace Data Partners, agree to immediately take down any Content they have supplied that violates the above terms, including pursuant to a takedown request from TrueSource. TrueSource also reserves the right, but shall not have the obligation, to directly take down any such Content. Enterprise and Authorized Enterprise User shall not create Internet “links” to the TrueSource Services or “frame” or “mirror” any part of the TrueSource Service, including any content or Content contained in the TrueSource Services, on any other server or

device. Except as expressly stated herein, no part of the TrueSource Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means.

9.3 Export Compliance. The TrueSource Services are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Enterprise and Authorized Enterprise Users agree not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose the TrueSource Services, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

9.4 Consumer Notices and Laws. Enterprise will, on behalf of itself and TrueSource as its service provider, provide all required consumer notices and disclosures and, where required, secure consent in compliance with all applicable laws, rules, and regulations with respect to any Content and usage of the TrueSource Services and with respect to any applicable consumer privacy regulations and with respect to any national security data rules. Except as expressly provided otherwise in this Agreement, Enterprise will be solely responsible for and agrees to comply with, all applicable laws, rules, and regulations.

10. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUESOURCE WEBSITES, ACCOUNTS, MAAS PLATFORM, MARKETPLACE, TRUESOURCE SERVICES, AND/OR ANY AND ALL OTHER SERVICES AND/OR PRODUCTS RELATED THERETO AND/OR MADE AVAILABLE TO ENTERPRISE ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND TRUESOURCE AND ITS LICENSORS, VENDORS, AND/OR SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, GUARANTEES, PROMISES, REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, OR CONTENT AND/OR DATA ACCURACY. TRUESOURCE, ON BEHALF OF ITSELF AND ITS LICENSORS, VENDORS, AND/OR SUPPLIERS, DOES NOT WARRANT THAT THE TRUESOURCE SERVICES AND/OR ANY AND ALL OTHER SERVICES AND/OR PRODUCTS MADE AVAILABLE TO USER WILL MEET ENTERPRISE REQUIREMENTS OR EXPECTATIONS, THAT THE OPERATION AND/OR USE OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. ENTERPRISE ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT, ABSENT SUCH DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS, THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT.

11. Limitation of Liability

Enterprise and any and all Users agree that TrueSource shall not be liable for any damages or losses arising out of or in connection with the TrueSource Website or TrueSource Services, including, but not limited to: (i) inability to use them; (ii) delays or disruptions relating thereto; (iii) viruses or other

malicious software obtained by accessing, or linking thereto; (iv) glitches, bugs, errors, or inaccuracies of any kind in them; (v) damage to Enterprise's, Authorized Enterprise User's, Marketplace Data Partner's, and/or any User's hardware devices arising from the use thereof; (vi) the content, actions, or inactions of third parties' use of them; (vii) a suspension or other action taken with respect to the Accounts; (viii) any User's reliance on the quality, accuracy, or reliability of Commercial Data, data, information, Content, postings, profiles, ratings, recommendations, and feedback used on, or made available through the TrueSource Services; and (ix) Enterprise need to modify practices, content, or behavior or its loss of or inability to do business, as a result of changes to the terms of service.

ADDITIONALLY, IN NO EVENT WILL TRUESOURCE, ITS AFFILIATES, ITS LICENSORS, OR ITS THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF TRUESOURCE, ITS AFFILIATES, ITS LICENSORS, AND ITS THIRD-PARTY SERVICE PROVIDERS TO ENTERPRISE AND/OR ANY AUTHORIZED ENTERPRISE USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED ENTERPRISE'S SEMI-ANNUAL FEES. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

12. Release

In addition to the recognition that TrueSource is not a party to any contract between Enterprise and any Marketplace Data Partner, if any, and hereby releases TrueSource, its affiliates, and its respective officers, directors, agents, subsidiaries, joint ventures, employees, and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute Enterprise may have with a Marketplace Data Partner and /or any other User, whether it be at law or in equity that exists as of the time User enters into this agreement.

TO THE EXTENT APPLICABLE, USER HEREBY WAIVES THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

13. Indemnifications

Enterprise, Authorized Enterprise Users, and Marketplace Data Partners will indemnify, defend, and hold harmless TrueSource, its affiliates, and its respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") for all Indemnified Claims and Liabilities (defined below) relating to or arising out of (i) the use of the TrueSource Services by Enterprise and/or Authorized Enterprise Users and/or its agents; (ii) any Enterprise or Authorized Enterprise User or

Marketplace Data Partner-supplied Content, data, and/or information provided, uploaded, posted, published, sold, transferred, leased, assigned, distributed, and/or otherwise related to its use of the TrueSource Services; (iii) any contract entered into by Enterprise and a Marketplace Data Partner and/or any other User; (iv); the classification of TrueSource as an employer or joint employer of Enterprise, any Marketplace Data Partner, and/or User; (v) any breach of any representation, warranty, and/or covenant in this Agreement, including without limitation the terms of Section 9 of this Agreement; (vi) failure to comply with applicable law, rules, or regulations by Enterprise, Authorized Enterprise User, Marketplace Data Partner, and/or any of their agents; (viii) negligence, willful misconduct, or fraud by Enterprise, Authorized Enterprise Users, Marketplace Data Partners, and/or their agents; and (ix) defamation, libel, violation of privacy rights, unfair competition, and/or infringement of Intellectual Property Rights, or allegations thereof, to the extent caused by Enterprise, Authorized Enterprise User, Marketplace Data Partners, and/or their agents. An agent includes any person who has apparent authority to access or use User's account as demonstrated by using its username and password.

"Indemnified Claim and Liabilities" means any and all claims, damages, liabilities, costs, losses, charges, and expenses (including reasonable attorneys' fees and all related costs and expenses, and any and all such incurred in pursuit of insurance coverage) relating to any allegation, demand, claim, suit, proceeding, demand, or action brought by Enterprise, Authorized Enterprise User, any Marketplace Data Partner, or any third party or other User against an Indemnified Party.

14. Choice of Law

This Agreement and any claim will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). With respect to any User located outside the United States, the User agrees that the California state courts of Santa Clara County (or, if there is federal jurisdiction, the United States District Court for the Northern District of California) will have jurisdiction and venue with respect to any claim arising out of or relating to this Agreement and consents to the personal jurisdiction and venue of those courts.

15. Confidential Information

15.1 Definition. **"Confidential Information"** means any information in any form related to this Agreement and its purposes disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to the other party (the **"Recipient"**), including without limitation any data, trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer of Discloser, including without limitation pursuant to the terms of this Agreement.

15.2 Restrictions. Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the **"Purpose"**). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Purpose. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will

be liable for any breach of this Agreement by any such representative. Recipient will exercise the same degree of care toward the Confidential Information as Recipient exercises toward its own confidential information, but not less than reasonable care. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach.

16. General Provisions

16.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between Enterprise and TrueSource relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between Enterprise and TrueSource, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section and/or paragraph headings are included for ease of reference only and have no binding effect.

16.2 Modifications, Waiver. No modification or amendment to this Agreement will be binding upon TrueSource unless they are agreed in a written instrument signed by a duly authorized representative of TrueSource. TrueSource's failure to act with respect to a breach by Enterprise, Authorized Enterprise User, Marketplace Data Partner, and/or others does not waive TrueSource's right to act with respect to subsequent or similar breaches. TrueSource does not guarantee it will take action against all breaches of this Agreement.

16.3 Assignability. Enterprise may not assign this Agreement, or any of its rights or obligations hereunder, without TrueSource's prior written consent in the form of a written instrument signed by a duly authorized representative of TrueSource. TrueSource may freely assign this Agreement without Enterprise's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the terms and conditions of this Agreement are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

16.4 Severability; Interpretation. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

16.5 Force Majeure. The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to pandemics, disease, labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

16.6 Language. The English language version of this Agreement will be controlled in all respects and will prevail in case of any inconsistencies with translated versions, if any. The TrueSource Services are controlled and operated from TrueSource's facilities in the United States.

16.7 Non-US Website Access. TrueSource makes no representations that the TrueSource Services are appropriate or available for use outside of the United States. Those who access or use the TrueSource Services from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. User must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Content, data, information, software, or service to any end-user without obtaining any and all required authorizations from the appropriate government authorities. User also warrants that it is not prohibited from receiving US-origin products, including data, information, Content, services, and/or software. In order to access or use the TrueSource Services, User must and hereby represents that it is not: (i) a citizen or resident of a geographic area in which access to or use of the TrueSource Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to US or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the US Department of Commerce Denied Persons or Entity List, the US Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the US Department of State Debarred Parties List or otherwise ineligible to receive items subject to US export control laws and regulations or other economic sanction rules of any sovereign nation. User agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, that User will immediately cease using the TrueSource Services, and its license to use the TrueSource Services will be immediately revoked.

16.8 Electronic Records. In connection with this Agreement, User may be entitled to receive, or TrueSource may otherwise provide, certain records from TrueSource or its affiliates, such as contracts, notices, and communications, in writing. To facilitate User's use of the TrueSource Services, User gives permission to provide these records to User electronically instead of in paper form.

16.9 Audit. User agrees that, at TrueSource's request, it will certify in writing its compliance with the terms of this Agreement.

SCHEDULE 1

FORM OF ORDER FORM

This Order Form defines the access and service level to be provided to Enterprise (as defined below) under the TrueSource Data Marketplace Agreement by and between TrueSource Technologies Inc., a Delaware corporation, with a registered agent address of 251 Little Falls Drive, Wilmington, DE, USA, and a place of business at 685 High St, Unit 5A Palo Alto, CA, 94301, USA, and [CUSTOMER NAME], a [--] corporation, with a principal place of business at [---] (“Enterprise”).

Enterprise hereby acknowledges it has read, understood, and agrees to the terms and conditions of the TrueSource Data Marketplace Agreement, and any updates and/or modifications thereto (the “Agreement”). Updates and/or modifications thereto shall be posted on TrueSource’s website from time to time and/or Enterprise shall be notified by email and/or in writing. Capitalized terms in this Order Form shall have the meaning set forth in the Agreement, unless otherwise defined in this Order Form.

Subject to the terms and conditions of the Agreement, Enterprise shall pay the TrueSource Fees, including without limitation the fees set forth below. The specific details of the service level shall be as defined by TrueSource from time to time, and Enterprise confirms that TrueSource has provided a thorough disclosure and explanation of such services levels to Enterprise:

TRUESOURCE SERVICES FEES	FEE SPECIFICATIONS
Enterprise Account Fee	[----- US Dollars] (US\$-----) Annually
Commercial Data Transfer Fee	[--- Percent] (--%)
Marketplace Customization Fee	[----- US Dollars] (US\$-----)

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Effective Date: _____

ENTERPRISE

TRUESOURCE TECHNOLOGIES INC.

Signature		Signature
Printed Name		Printed Name
Title		Title
Email		Email