

The following are the “Additional Terms” which have been incorporated into a service agreement (the “Agreement”) between Further Technology LLC (as the “Provider”) and the client described in the Agreement (the “Client”). Provider and Client have agreed these terms are a part of the Agreement and agree to be bound by such terms as if such terms were included in the body of the Agreement itself. All capitalized terms not defined here in shall have the meaning given such terms in the Agreement. Provider and Client agree as follows:

SERVICE OBLIGATIONS

1. Upon Client's request, and subject to the execution of an amendment to the Key Terms by each of Provider and Client, Provider may provide certain Services, including but not limited to custom development and Client-specific product enhancements, pursuant to the terms and conditions set forth in the amended Key Terms.
2. Certain features, modules, and functionalities of the Services provided to Client under the Agreement may be updated, modified, deprecated, replaced, or otherwise changed during the Term, in the sole discretion of Provider, at any time.

3. Provider will provide Technical Support to Client via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal holidays.

CLIENT FEEDBACK

If Client provides Provider with any feedback regarding problems or defects in the Platform, or if Client suggests any improvements, enhancements, updates or modifications to the Services, Provider shall have the right to use and exploit any such feedback or suggestions, without any obligation to Client, and no rights shall accrue to Client in connection therewith.

SURVIVAL

On termination or expiration of the Agreement, all sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, the provisions related to Fees, Proprietary Rights, Confidential Information, Representations and Disclaimers, Limitation of Liability, Indemnification, Term and Termination, Export Restrictions and Data Privacy. Client acknowledges that in the event of any termination of the Agreement by Provider, Client remains liable for payment of the balance of Fees set forth in the Key Terms if the applicable Services have been provided by Provider to Client. On termination or expiration of the Agreement, Client agrees and acknowledges that Provider has no obligation to retain Client

Materials and that Client Materials may be irretrievably deleted after sixty (60) days following written notice of termination of this Agreement.

CONFIDENTIAL INFORMATION

1. "Confidential Information" means information, whether disclosed orally, electronically or in writing, including but not limited to business, technical or financial information, that is designated as confidential or that is information that a reasonable person would be expected to know, based on its nature or the circumstances of its disclosure, is confidential. Confidential Information of Provider includes non-public information regarding features, functionality, components, and performance of the Services, Documentation, and Provider Materials, as well as Provider's pricing and business information disclosed to Client. Confidential Information of Client includes non-public data provided by Client to Provider to enable the provision of the Services ("Client Data"). Confidential Information shall not include information that (i) is or becomes publicly known through no fault of recipient, (ii) was in a Party's possession prior to disclosure by the other Party without breach of any legal obligation owed to disclosing Party, (iii) is received from a third-party disclosing party or (iv) was independently developed by a Party without use of or reference to the Confidential Information of the other Party.

2. Each Party agrees that, in the event a Party is exposed to the other Party's Confidential Information, the recipient: (i) will protect Confidential Information from unauthorized use or disclosure using no less than a reasonable degree of care, (ii) will not disclose Confidential Information to any third party, and (iii) will not use Confidential Information other than as

expressly authorized by the Agreement, or as necessary in connection with the recipient's performance hereunder. Notwithstanding the foregoing, Client acknowledges and agrees that Provider may disclose Client's Confidential Information to those of Provider's Affiliates, employees, agents and contractors who (A) need the Confidential Information in order to enable the provision of Services to Client under the Agreement, and (B) have executed or otherwise acknowledged in writing the confidentiality obligations with respect to Client's Confidential Information consistent with those contained herein.

3. Each Party shall be responsible for any failure by its officers, directors, employees, advisors, representatives or agents to maintain the confidentiality of the other Party's Confidential Information.

4. A Party may disclose Confidential Information of the other Party if compelled by law to do so, provided such Party will provide the other Party with (i) prior written notice of such compelled disclosure (to the extent legally permitted) before any disclosure, and (ii) reasonable assistance, at the other Party's cost, to contest the disclosure.

5. Any Confidential Information retained after the expiration or termination of the Agreement, with or without authorization, shall remain subject to the terms and conditions of the Agreement in perpetuity, notwithstanding the expiration or termination of the Agreement.

REPRESENTATIONS AND DISCLAIMERS

1. Provider represents and warrants that it shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Provider or by third-party providers, or because of other causes beyond Provider's reasonable control, but Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

2. The foregoing representation and warranty is exclusive and in lieu of all other warranties, whether express or implied, including any warranties (i) relating to third-party products, software or services, and (ii) relating to the performance of any Services and Provider Materials.

a. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. PROVIDER DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO (I) THE COMPLETENESS, ACCURACY, FREEDOM FROM ERROR, OR CONTINUED AVAILABILITY OF THE

SERVICES OR ANY MATERIALS OR INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES, OR (II) THE RESULTS TO BE OBTAINED FROM THE SERVICES, EITHER BY CLIENT, ITS AFFILIATES, AUTHORIZED USERS OR ANY THIRD-PARTY.

b. CLIENT ACKNOWLEDGES THAT PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER PUBLIC OR THIRD-PARTY COMMUNICATIONS NETWORKS, INCLUDING THE INTERNET, AND THAT THE SERVICES OR THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGES RESULTING FROM SUCH DELAYS, DELIVERY FAILURES OR OTHER FAULTS IN THIRD PARTY COMMUNICATIONS NETWORKS OR SYSTEMS, EXCEPT TO THE EXTENT PROVIDER'S NEGLIGENCE MATERIALLY CONTRIBUTED TO SUCH DELAYS, FAILURES OR FAULTS.

EXPORT RESTRICTIONS AND DATA PRIVACY

1. Client may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202

and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Client represents and warrants that it is not providing, and it will not provide, the Services to any entity or end user that Client reasonably knows is, (A) incorporated or resident in Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction subject to trade embargoes or sanctions imposed by Applicable Law, or (B) listed as a "Specially Designated National" or similar designation under the U.S. OFAC sanctions regulations.

2. As a result of its performance and provision of Services under this Agreement, Provider may obtain certain Personal Data. Provider shall (i) collect, store, use, process and transfer such Personal Data (A) in compliance with the provider privacy policy available at www.talkfurther.com/privacy, and (B) for the sole purpose of providing the Services; (ii) comply with all Applicable Law governing Personal Data; and (iii) take reasonable and appropriate measures to ensure the confidentiality of Personal Data and protect Personal Data against accidental or unlawful destruction or loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

3. The Parties agree to execute such additional data processing addenda and contractual clauses as maybe required by the EU General Data Protection Regulation, and as reasonably necessary for provision of the Services in compliance with Applicable Law.

4. Notwithstanding anything in this Section 6 to the contrary, the Parties agree that Provider may disclose Personal Data to Affiliates and third-party subcontractors who have a need to know in order for Provider to provide the Services as contemplated under this Agreement and, in the case of such subcontractors, have signed agreements that require them to protect Personal Data in a manner consistent with the protections detailed in this Agreement. For the avoidance of doubt, Client acknowledges and agrees that Provider does not own, lease or manage any physical data processing or storage facilities, and Client hereby acknowledges and consents to (i) Provider's utilization of a third-party cloud hosting provider (the "Cloud Provider") for provision of Provider's cloud hosting and data storage capabilities, and (ii) Provider's transfer of Client Materials (which may include Personal Data) to the Cloud Provider for hosting, storage and/or processing purposes, solely to the extent necessary for Provider to provide the Services and fulfill its obligations under this Agreement.

INDEMNIFICATION

1. Client agrees to indemnify, defend, and hold harmless Provider and Provider's Affiliates and their respective owners, officers, directors, employees, and agents (each, an "Indemnified Party"), from any and all costs, damages, losses, expenses, and liability arising from third-party claims arising out of or related to (1) Client's breach of any covenant, representation, warranty or other provision of this Agreement, and (2) infringement, misappropriation, or violation by Client of any third-party right, including but not limited to any and all Intellectual Property Rights (collectively, "Claims").

2. Provider reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client, in which event Client will fully cooperate with Provider in asserting any available defenses.

3. Provider will have the right to approve the counsel selected by Client for defense of the Claims. The applicable Indemnified Party will provide Client reasonably prompt written notice of any Claim and provide Client with reasonable information and assistance to help Client to defend such Claims.

4. Client will not have any right, without Provider's prior written consent, to settle any such Claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of any Indemnified Party or otherwise requires any Indemnified Party to take or refrain from taking any action (such as the payment of fees).

5. Provider agrees to indemnify, defend, and hold harmless Client and Client's Affiliates and the irrespective owners, officers, directors, employees, and agents (each, an "Indemnified Party"), from any and all costs, damages, losses, expenses, and liability arising from third-party claims arising out of or related to (1) Provider's breach of any covenant, representation, warranty or other provision of this Agreement, and (2) infringement, misappropriation, or violation by Provider of any third-party right, including but not limited to any and all Intellectual Property Rights (collectively, "Claims").

6. Client reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Provider, in which event Provider will fully cooperate with Client in asserting any available defenses.

7. Client will have the right to approve the counsel selected by Provider for defense of the Claims. The applicable Indemnified Party will provide Provider reasonably prompt written notice of any Claim and provide Provider with reasonable information and assistance to help Provider to defend such Claims.

8. Provider will not have any right, without Client's prior written consent, to settle any such Claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of any Indemnified Party or otherwise requires any Indemnified Party to take or refrain from taking any action (such as the payment of fees).

GENERAL

1. The Agreement will be governed by the state laws of the State of New York, without regard to principles of choice or its conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Agreement. The Parties agree that

the provisions of the Uniform Computer Information Transaction Act or any version adopted by any jurisdiction in any form shall not apply to the transactions between the Parties. Any legal action or proceeding arising under the Agreement will be brought exclusively in the federal or state courts of New York County, New York, and the Parties hereby consent to the personal jurisdiction and venue of such courts. In an action to enforce rights under the Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and expenses.

2. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

3. The failure or delay by either Party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision.

4. All notices required or permitted under the Agreement will be in writing and sent to a Party at the address set forth on the first page of the Agreement. Each Party may change such address by written notice to the other Party in compliance with this section. Notice will be deemed given (i) when personally delivered, or (ii) within three (3) business days after being mailed by U.S. certified mail, first class, postage prepaid, or (iii) within one (1) business day after being sent overnight by reputable courier service with package tracking ability (e.g., FedEx, UPS, DHL, etc.), or (iv) in the case of

email, when electronic confirmation has been generated that the notice was delivered to the recipient.

5. Neither Party will be responsible for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control ("Force Majeure"), including but not limited to, accident, acts of nature, fire or water damage, criminal conduct of a third party unrelated to either Party, acts of God, war, terrorism, riots, power or other utility outages, labor disputes or strikes, shortages of or inability to obtain labor or supplies, or other similar causes, provided each Party shall take commercially reasonable measures to mitigate the effects of such Force Majeure events or causes. Such events or causes do not include inability to meet financial obligations.

6. The Parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties except as expressly established herein. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

7. The remedies available to either Party under the Agreement are cumulative and non-exclusive. Each Party acknowledges that a breach of the provisions related to Proprietary Rights or Confidential information will cause the other Party irreparable injury for which there are inadequate remedies at law, and therefore the non-breaching Party will be entitled, without the necessity of posting any bond or other undertaking, to seek equitable relief in addition to all other remedies provided by the Agreement or available at law.

8. The Agreement, together with these Additional Terms, and any other exhibits attached hereto and thereto, constitutes the complete and final expression of the agreement of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements or statements relating to such subject matter. The Agreement may not be amended except in a writing signed by both Parties.