

# Master Subscription Agreement

Last Updated: \_\_\_\_\_

This Master Subscription Agreement governs Customer's use of the Services. Capitalized terms have the definitions set forth herein. If Customer registers for a free trial of the Services or for any free Services, the applicable provisions of this Master Subscription Agreement will govern the free trial or those free Services.

By accepting this Master Subscription Agreement, by (1) executing an Order Form referencing this Master Subscription Agreement, (2) clicking a box indicating acceptance, or (3) using the Services, Customer agrees to the terms of this Master Subscription Agreement, including those which limit Greta's liability and require final and binding arbitration for any potential legal disputes that may arise. If the individual accepting this Master Subscription Agreement is accepting on behalf of a legal entity, such individual represents that they have authority to bind such entity and its affiliates to these terms and conditions. If the individual accepting this Master Subscription Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Master Subscription Agreement and may not use the Services.

## 1. Definitions.

**"Account"** means the activated subscription account with Greta issued to Customer.

**"Addendum"** any additional terms and conditions issued in writing by Greta signed by the Parties, which shall be incorporated herein and made a part of this Master Subscription Agreement. To the extent that any term or condition set forth in any Addendum conflicts or is inconsistent with the terms of this Master Subscription Agreement, such term or condition set forth in the Addendum shall be controlling.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, (including, with its correlative meanings, the terms "controlling", "controlled by" and "under common control with") means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Customer are included in the definition of "Customer".

**"Authorized Partner"** means a third-party reseller or distributor who has been authorized by Greta to resell Services.

**"Authorized Users"** means authorized employees, representatives, consultants, agents and independent contractors working for or on behalf of Customer in the ordinary course of Customer's business for whom access to the Greta Services have been purchased, regardless of actual usage, pursuant to this Master Subscription Agreement

**"Beta Services"** means devices, software and features services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**"Confidential Information"** means any information and/or documentation with respect to a Party and its affiliates, employees, agents, customers and vendors (a **"Disclosing Party"**), disclosed to the other Party (**"Receiving Party"**) (whether transmitted orally, in writing, or through any electronic medium), including, but not limited to the terms (but not the existence of) this Master Subscription Agreement, the Order Form, all trade secrets, software, source code, object code, specifications, documentation, business plans, merchant lists and merchant-related information, financial information, auditors reports, proposals, Customer Data, Usage Data, results from

testing or benchmarking the Services, product roadmap, data and other information of Greta and its licensors relating to or embodied in the Services, any information that is of value to its owner and is treated as confidential, or that gives Disclosing Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to its interests; and all information generally understood to be confidential, and all information which is maintained in confidence by Disclosing Party. "Confidential Information" shall be deemed to include: any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, any of Disclosing Party's Confidential Information furnished to Receiving Party or its Representatives pursuant hereto.

**"Customer Data"** means any electronic data, information or material provided or submitted by or for Customer or its Users into the Greta Services, excluding Third-Party Content and Third-Party Services.

**"Customer"** means in the case of an individual accepting this Master Subscription Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Master Subscription Agreement on behalf of a legal entity, the legal entity for which such individual is accepting this Master Subscription Agreement, and Affiliates of that entity (for so long as they remain Affiliates) which have entered into Order Form s.

**"Damages"** means any damages awarded by a court of competent jurisdiction against Customer (or agreed to in writing in a settlement among the parties) resulting from an IP Claim, including any awarded costs and awarded attorneys fees.

**"Documentation"** means any usage guides and policies that are provided or made available to Customer by Greta, as may be updated from time to time, such guides and policies shall be accessible online at <https://www.gretapos.com/help>

**"Early Access Services"** means Greta Services or functionality that is pre-release and may be made available to Customer at Greta's sole discretion.

**"Intellectual Property Rights"** means ownership of all right, title and interest in and to any kind of intellectual property, including copyrights, patents, Marks (as defined herein), trade secrets, rule sets, and all other proprietary rights therein, and the right to apply for, register, obtain, hold, extend and renew any of the foregoing.

**"Marketplace"** means an online directory, catalog or marketplace of applications that interoperates with the Services, including, for example, the AppConnect marketplace and any successor websites.

**"Order Form "** shall mean any Order Form signed by both Parties identifying the Services to be made available by Greta pursuant to this Master Subscription Agreement, which may detail, among other things, the number of Authorized Users.

**"Professional Services"** are professional services such as installation services, professional services, integration services and customer support rendered under the scope of a SOW.

**"Representatives"** means a Party's director, officer, agent, employee, subsidiary, parent company, or financial or legal adviser. Any Receiving Party of a permitted disclosure of Confidential Information under Section 6.2 shall be deemed a Representative.

**"Services"** means the Professional Services together with the Greta Services.

**"Service Term"** means the period of time identified in the Order Form , beginning on the Start Date, and shall terminate on the End Date thereafter (the **"Initial Term"**); provided, however, that

following the Initial Term, this Master Subscription Agreement and Order Form shall automatically renew for a successive one year term (any renewal thereof, each, a “**Renewal Term**”), as applicable.

“**SOW**” means a document or statement of work governed by this Master Subscription Agreement describing any Professional Services, inclusive of Professional Services rates and charges.

“**Greta Services**” means the certain cloud-hosted, web-based, software-as-a-service offerings and downloadable applications and communication services (e.g., products, services, and minutes) to be provided by Greta as identified in the Order Form , and updates or enhancements that may be made to the Greta Services from time-to-time.

“**Taxes**” means any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, excise, or withholding taxes, assessable by any jurisdiction within the United States.

“**Third-Party Services**” means a Web-based, mobile, offline or other software application functionality that interoperates with the Services, that is provided by Customer or a third party and/or listed on a Marketplace, which will be done at Greta’s sole discretion, and which in certain circumstances may be revoked at any time.

“**Third-Party Content**” means information obtained by Greta from publicly available sources or its third-party content providers and made available to Customer through the Services, Early Access Services or pursuant to an Order Form , as more fully described in the Documentation.

“**Usage Data**” means any information or data associated with or collected from Customer and each End User relating to the usage or results of the Greta Services.

“**End User**” means Primary User and/or all Authorized User. The plural is **End Users**.

## **2 SERVICES.**

- 2.1 **Greta Services.** Subject to the terms and conditions of this Master Subscription Agreement and the applicable Order Form , Greta hereby grants Customer a revocable, limited, non-exclusive, non-sublicensable, and non-transferable right to access and use (and to have the End Users to access and use) the Greta Services during the Service Term. Customer agrees and acknowledges that the Greta Services are on-line, subscription-based products and that Greta may make changes to components of the Greta Services from time-to-time. Other than the rights granted to Customer in this Section 2.1, Greta reserves all right, title and interest in the Greta Services. Customer will not provide access to the Greta Services to any third party without Greta’s prior written consent.
- 2.1 **Professional Services.** If Professional Services are purchased, Greta will use commercially reasonable efforts to perform Professional Services on a time and materials basis unless otherwise stated in a SOW. Greta shall have sole control on the manner and method in which the Professional Services are performed. Greta reserves the right to make all staffing decisions in its sole and reasonable discretion. Customer shall make available at no charge all technical data, computer facilities, programs, files, documentation, test data, sample output, office space, equipment and other assistance as reasonably requested by Greta in the performance of Professional Services.
- 2.2 **Account Creation.** If and when prompted by Greta, Customer shall register and create the administrative user of the Account (“**Primary User**”). Customer shall provide true, accurate, current and complete information about the Primary User and maintain an update this information to keep it true, accurate, current and complete.
- 2.3 **Authorized User Creation.** Customer may establish subordinate user for each Authorized User. Customer shall be solely responsible for and liable for its Authorized Users’ compliance with this

Master Subscription Agreement. Each Authorized User must create and use unique access credentials. Customer acknowledges and agrees that Greta offers access to Authorized Users purely as a convenience to Customer.

- 2.4 **Security.** Customer is fully responsible for maintaining access to, and the security and confidentiality of, the Services, the Account and any End User(s), including, but not limited to, the associated username(s) and password(s), and is fully responsible and fully liable for all activities occurring on or through the Services, the Account and any End User(s), whether authorized by Customer or not. Greta has no obligation to verify the identity of any person who gains access to the Services by means of an Account or an End User. In the event that Customer or any of its End User suspects or discovers a compromise in the security of the Services, the Account, or any End User's credentials, or unauthorized use is suspected or discovered, Customer agrees to immediately notify Greta along with a detailed description of the actual or suspected data breach. Customer and Greta agree to fully cooperate with each other in the event of a data breach, and Customer will bear all associated expenses incurred by Greta to comply with applicable laws and regulations (including, but not limited to, any data breach laws) arising from any unauthorized access or acquisition of Customer Data while such data is in Customer's reasonable possession, custody or control.
- 2.5 **Provision of Support; Support Requirements.** During the Service Term, Greta will provide Customer with support of the Services as identified on the Order Form . In the event that Customer requires support for the Services, a support ticket may only be opened by the Primary User. Before the established go-live date, each Primary User must complete the Greta Admin and Advanced Admin certification track training and ensure that all End Users complete the applicable certification track training based on their system roles (Agent, Supervisor, Admin and/or Advanced Admin). All users must use their corporate email for registration.
- 2.6 **Beta Services Testing.** From time-to-time, Greta may offer Customer the opportunity to participate in the testing of the Beta Services that may not have been thoroughly tested for quality assurance. IN THE EVENT THAT CUSTOMER ACCEPTS AN OFFER FROM GRETA TO PARTICIPATE IN ANY BETA SERVICES TESTING, CUSTOMER AGREES THAT GRETA SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND THAT CUSTOMER MAY INCUR AS A RESULT OF SUCH PARTICIPATION, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF THIRD-PARTY SERVICES, LOSS OR DAMAGES TO CUSTOMER'S HARDWARE OR LOSS OF OR DAMAGE TO DATA, INCLUDING TRANSACTION OR CARD INFORMATION.

### 3 USE OF SERVICES AND CUSTOMER DATA

- 3.1 **Subscriptions.** At any time following Customer's execution of the initial Order Form , Customer may subscribe to or purchase additional products or services offered by Greta, or otherwise expand the scope of the Services provided to Customer, upon Greta's receipt and acceptance and amendment to an existing Order Form or additional Order Form . Subscriptions for Services for additional features or functionality may be added during the Service Term (and shall be subject to the terms of this Master Subscription Agreement), prorated for the portion of that Service Term remaining at the time the subscriptions are added. Any added subscriptions will be co-terminus with the underlying subscriptions. The number of subscriptions for the Account may only be decreased after the Initial Term and any subsequent Renewal Term, provided that Customer delivers a notice of such decrease of users to Greta at [billing@jbsinc.com](mailto:billing@jbsinc.com) at least thirty (30) days prior to the beginning of the Renewal Term.
- 3.2 **Customer Responsibilities.** Customer will use reasonable measures consistent with applicable laws and regulations to protect the security of the Services, Account and User credentials, and Customer Data in Order Form to prevent a data breach. Customer is responsible for: (a) its End Users' compliance with this Master Subscription Agreement, Documentation and Order Form s, (b) ensuring that, each End User permitted to access the Account will do so only on Customer's

behalf (not, for example, for the End User's own purposes or the benefit of third-parties) and their respective user IDs and passwords, are not shared or used by anyone other than such End User; (c) monitoring End Users' access to and use of the Services, (d) the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Third-Party Services with which Customer uses the Services or Third-Party Content, (e) the use of commercially reasonable efforts to prevent unauthorized access to or use of the Services and Third-Party Content unauthorized end-users, and notify Greta promptly of any such unauthorized access or use; (f) using the Services and Third-Party Content only in accordance with this Master Subscription Agreement, Documentation, Order Form s and applicable laws and government regulations, and (e) complying with the terms of service of any Third- Party Services with which Customer uses the Services or Third-Party Content.

- 3.3 **Removal of Third-Party Content and Third-Party Services.** If Customer receives notice that Third-Party Content or a Third-Party Services must be removed, modified and/or disabled to avoid violating applicable law, or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Greta's sole discretion, a continued violation is likely to reoccur, Greta may disable the applicable Third-Party Content, Services and/or Third-Party Services. If requested by Greta, Customer shall confirm such deletion and discontinuance of use in writing, and Greta shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Greta is required by any third-party rights holder to remove Third-Party Content or receives information that the Third-Party Content provided to Customer may violate applicable law or third-party rights, Greta may discontinue Customer's access to Third-Party Content through the Services.
- 3.4 **Use Restrictions.** Customer and its End Users may not personally, or through any affiliate, employee, consultant, contractor, agent or other third-party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than End Users; (iv) write or develop derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the Services or any part thereof; (vi) obliterate, alter or remove any proprietary or intellectual property notices from the Services; (vii) create internet links to or from the Services, or "frame" or "mirror" any content from the Services; (viii) use the Services to provide payment processing services to third-parties or otherwise use the same on a "service bureau" basis; (ix) disclose or publish, without Greta's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Services; (x) use the Services in a manner not authorized under the Documentation or in violation of any applicable law, rule or regulation; (xi) in any way access or use the Services to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Services; (xii) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services, or any third-party that is hosting or interfacing with any part of the Services; (xiii) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services; or (xiv) otherwise use or copy the Services except as expressly permitted herein.
- 3.5 **Customer Data.** Customer acknowledges and agrees that Greta is not responsible for the creation, content, or use of the Customer Data by Customer or any third party. Customer represents that it owns or has acquired the necessary licenses to grant Greta the licensure to use Customer Data. During the Service Term and for 30 days thereafter, Customer may export its Customer Data from the Greta Service (the "**Export Period**"). After the Export Period, Greta may delete Customer Data in accordance with its standard data retention policy and procedures.

- 3.6 **Privacy.** By using the Services, Customer acknowledges that Greta's privacy notice available at [www.jbsinc.com/privacy](http://www.jbsinc.com/privacy). In the event Customer has clients who are consumers as such term is defined under the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199 ("**CCPA**")) any personal information of a consumer collected by Customer in its capacity as a business under the CCPA and transferred to and processed by Greta in the course of providing the Services to Customer pursuant to the Master Subscription Agreement (the "**Customer-Provided Data**"), and establishes Greta as a service provider of Customer in accordance with the CCPA with respect to Customer-Provided Data. The terms of the Data Processing Addendum available at [www.jbsinc.com/CCPA](http://www.jbsinc.com/CCPA) shall govern any processing of Customer-Provided Data by Greta.
- 3.7 **Protection of Customer Data.** Greta will use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include measures designed to prevent unauthorized access to or disclosure of Customer Data. Customer agrees to comply with all privacy and security requirements under the Payment Card Industry Data Security Standards (the "**PCI DSS Standards**") with regards to Customer's use, access and storage of any Customer Data, transaction data or information in the course of its performance under this Master Subscription Agreement. Without limiting the generality of the foregoing, Customer shall not use or disclose any Customer Data to any third party except as required in the performance of its obligations under this Master Subscription Agreement. Customer agrees to implement the safeguards set forth in the PCI Standards, as amended from time to time, to prevent unauthorized use or disclosure of any Customer Data. Customer shall be responsible for any loss or damage that results from any unauthorized transmission or receipt of such confidential, proprietary or personal information.
- 3.8 **License by Customer to Greta.** Customer grants Greta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third-Party Services and program code created by or for Customer using any Services or for use by Customer with the Services, and Customer Data, each as appropriate for Greta to provide and ensure proper operation of the Services and associated systems in accordance with this Master Subscription Agreement. If Customer chooses to use a Third-Party Services with the Services, Customer grants Greta permission to allow the Third-Party Services and its provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate for the interoperation of that Third-Party Services with the Services. Subject to the limited licenses granted herein, Greta acquires no right, title or interest from Customer or its licensors under this Master Subscription Agreement in or to any Customer Data, Third-Party Services or such program code.

#### **4 THIRD-PARTY SERVICES.**

- 4.1 **Third-Party Services.** From time-to-time during the Service Term, Greta may recommend, provide Customer with access to, or assist in enabling third-party software, applications, hardware, products or services through a Marketplace, such as AppConnect (the "**Third-Party Services**"), which will be done at Greta's sole discretion, and which in certain circumstances may be revoked at any time. Customer acknowledges and agrees that additional Professional Services may be required for Greta to enable certain Third-Party Services and provide Customer with continued interoperation with the Third-Party Services and the Greta Services, and such Professional Services may give rise to additional fees. Customer acknowledges and agrees that certain categories of Third-Party Services are required to receive the full functionality of certain Greta Services (including, but not limited to, point of sale hardware, internet connectivity and an integrated payment processing account), but that Greta Services may only work with certain Third-Party Services. Third-Party Services are made available only as a convenience to Customer, and Customer's purchase, access to or use of any Third-Party Services is solely between Customer and the provider of the Third-Party Services (the "**Third-Party Services**").

**Provider**”), who is solely responsible for the Third-Party Services, the content therein, any warranties to the extent that such warranties have not been disclaimed and any training, support or maintenance for the Third-Party Services. Customer acknowledges and agrees that Greta and its Affiliates are third-party beneficiaries of the Master Subscription Agreement between Customer and the Third-Party Services Provider for each Third-Party Services, and that Greta and its Affiliates have the right (and will be deemed to have accepted the right) to enforce such license against Customer as a third-party beneficiary thereof. Any use of Third-Party Services by Customer is entirely at Customer’s own risk and discretion and is subject to the terms of Customer’s Master Subscription Agreements with such Third-Party Services Provider(s), and as such, it is Customer’s responsibility to read the terms and conditions and/or privacy policies applicable to such Third-Party Service prior to use. Customer is solely responsible for any fees charged by Third-Party Services Providers for Customer’s use of the Third-Party Services. For the avoidance of doubt, the payment processing services which may be offered to Customer by Greta (the “**Journey Payments**”) are not considered a Third-Party Service under this Section 4; however, the Parties’ relationship with respect to the Journey Payments is governed by a separate Master Subscription Agreement between Customer, Greta and Greta’s processing partner(s). The Third-Party Services Provider’s Terms shall not modify or otherwise supersede the terms and conditions of this Master Subscription Agreement. By purchasing a Third-Party Services, Customer grants Greta permission to share Customer Data with the Third-Party Services provider as necessary in Order Form to provide Customer the Third-Party Services.

- 4.2 **Disclaimer.** Greta makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to Third-Party Services, including but not limited to the continuing availability of such Third-Party Services or the continuing ability to use and integrate the Greta Services with such Third-Party Services. Greta is not responsible for any disclosure, modification or deletion of Customer Data caused by a Third-Party Services or its provider. Greta does not warrant or support Third-Party Services, whether or not they are designated by Greta as “certified” or otherwise, unless expressly provided otherwise in writing in an Order Form .

## 5 INVOICES AND PAYMENTS

- 5.1 **License Fees.** In exchange for the Services, Customer agrees to pay to Greta the applicable fees for the Services plus applicable shipping fees and Taxes (“**License Fees**”) in the currency listed on the applicable Order Form . Except as otherwise stated in the Order Form , the following shall apply: (i) License Fees are based on the provision of Services and Third-Party Content subscriptions purchased and are not based on actual usage of such services; usage is billed as provided in Section 5.3, (ii) all License Fees are non-refundable, non-cancelable and non-creditable, (iii) quantities purchased cannot be decreased during the Service Term; (iv) Customer shall pay Greta the License Fees annually in advance.
- 5.2 **Payment Terms.** Customer authorizes Greta to charge any credit card and/or bank account provided by Customer (the “**Payment Information**”), all amounts arising under this Master Subscription Agreement (including License Fees and Early Termination Fees, if applicable), until all of Customer’s payment obligations hereunder have been paid in full. Customer must keep its Payment Information current at all times, and in the event that Customer wishes to make changes to its Payment Information, it may contact [billing@jbsinc.com](mailto:billing@jbsinc.com) . In the event that the Payment Information cannot be verified, is invalid, is over-limit or is not otherwise acceptable, Greta may, at its discretion: (i) suspend or cancel the Services without notice; (ii) generate invoices for payment; (iii) pass through to Customer any fees incurred by Greta as a result of a rejected payment attempt (including, but not limited to, ACH rejection fees) in the exact amount as charged; and/or (iv) in the event that Customer is using Greta Payments, apply any amount due as a charge adjustment against the Customer’s merchant account. Any amounts past due from Greta under this Master Subscription Agreement shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by applicable law, in addition to all reasonable expenses associated with the collection thereof.



- 5.3 **Professional Services.** Greta understands and acknowledges that the price quoted on the Order Form is an estimate based on the estimated labor and materials costs required for the technician to complete the implementation of the SOW. Additional fees may apply on a case-by-case basis in Order Form to complete the implementing the SOW, including, but not limited to: (i) additional hardware (e.g. routers, switches and access points); (ii) cabling labor; (iii) cabling materials (e.g. termination hardware and mounting brackets); and (iv) the performance of services which deviate from those items explicitly included within the Professional Services as identified on the Order Form (the “**Additional Implementation Fees**”). In the event that additional services giving rise to Additional Implementation Fees are required, Greta will provide Greta with a quote on a time and materials basis for such Additional Implementation Fees, and upon acceptance, Greta agrees to pay Greta such Additional Implementation Fees. It is Greta’s responsibility to ensure that all site requirements are met in Order Form to prevent cancellation of Greta’s scheduled Implementation Services. In the event that any Implementation Services are cancelled by Greta for any reason with less than forty-eight (48) hours’ prior written notice to Greta, Greta agrees to pay Greta a cancellation fee (the “**Cancellation Fee**”) on a per-cancelled-event basis in an amount equal to the applicable cancellation fee amount at the time of cancellation, which can be obtained by contacting [billing@jbsinc.com](mailto:billing@jbsinc.com).
- 5.4 **Taxes.** Fees are exclusive of applicable federal, state, local or other governmental sales, use, property, value added, goods and services taxes, fees or charges now in force or enacted in the future (the “**Taxes**”), unless otherwise expressly indicated by Greta. Customer is responsible for all applicable Taxes that arise from or as a result of Customer’s subscription to and/or purchase of the Services. If Customer is not charged Taxes by Greta, Customer is fully and solely responsible for determining if Taxes are payable, and if so, calculating and self-remitting Taxes to the appropriate tax authorities in Customer’s jurisdiction, along with any penalties, late charges or interest associated with the Taxes. Customer represents and covenants that it will indemnify Greta and its parent, subsidiary and affiliate entities and their respective officers, directors, agents and employees for any liability or expense that Greta or its parent, subsidiary and affiliate entities and their respective officers, directors, agents or employees may incur in connection with such Taxes.
- 5.5 **Change in License Fees.** Greta reserves the right to change License Fees upon thirty (30) days’ advance notice to Customer, and Customer’s continued use of the Services following such change will be deemed an acceptance of the change unless Customer otherwise terminates this Master Subscription Agreement prior to the effective date of such change; provided, however, that in the event that such notice provides Customer with alternative recourse to prevent such a change in License Fees, such notice shall control and Customer shall not be entitled to terminate this Master Subscription Agreement.
- 5.6 **Acceleration.** If any charge or fees owed by Customer under this Master Subscription Agreement or any other Master Subscription Agreement for Services is thirty (30) days or more overdue, and Customer fails to make payment within twenty (20) days after notice from Greta of the overdue charges or fees, Greta may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations so that all such obligations become immediately due and payable.
- 5.7 **Disputing License Fees.** Customer is responsible for promptly and carefully reviewing amounts invoiced and its payment of License Fees. In the event that Customer wishes to dispute any License Fees charged to or paid by Customer under this Master Subscription Agreement, Customer must provide Greta with written notice of the dispute (the “**Disputed Fees Notice**”) by sending an email to [billing@jbsinc.com](mailto:billing@jbsinc.com) within thirty (30) days of the date that the invoice at issue was made available by Greta (the “**Dispute Timeframe**”). Such Disputed Fees Notice should set out the nature of the dispute along with all available supporting documentation. In the event that Customer provides Greta with such a Disputed Fees Notice outside of the Dispute Timeframe, Greta shall have no obligation to investigate or effect any adjustments to the disputed License



Fees, and any voluntary efforts by Greta to assist Customer in investigating such disputed License Fees shall not create any obligation to continue such investigation or any future investigation.

## **6 CONFIDENTIALITY**

- 6.1 **Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Master Subscription Agreement; (ii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (iii) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 6. The obligations in this Section 6 shall not apply to any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 6 apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Greta services. Upon termination of this Master Subscription Agreement, for any reason, each Party will promptly return to the other all Confidential Information in its possession, custody or control, without keeping any copies thereof.
- 6.2 **Permitted Disclosure.** Neither Party will disclose the terms of this Master Subscription Agreement or any Order Form to any third party other than its Affiliates, or its Representative without the other Party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6. Notwithstanding the foregoing, Greta may disclose the terms of this Master Subscription Agreement and any applicable Order Form to a subcontractor or Third-Party Services provider to the extent necessary to perform Greta's obligations under this Master Subscription Agreement, under terms of confidentiality materially as protective as set forth herein.
- 6.3 **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective Order Form or other remedy or waive its rights under this Section 6; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense....If the Disclosing Party waives its rights under this Section 6.3 or, after providing the notice and assistance required under this Section 6.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

## **7 INTELLECTUAL PROPERTY RIGHTS.**

- 7.1 **Greta Intellectual Property.** Customer acknowledges and agrees that it does not have any ownership right or any other rights in or to the Services or the Documentation. Greta shall solely own and retain all right, title and interest in and to all of its intellectual property of every kind, including the right, title and interest in all work product including inventions (whether patented or not), copyrights and works of authorship (whether subject to a U.S. copyright registration or not),

know-how, software applications, routines, source and object code, algorithms, APIs, processes and workflows, and improvements, enhancements, derivations or modifications of any of the foregoing that were or are developed by Greta in connection with the Services or the Documentation. Nothing herein shall be interpreted as a license, transfer or grant by Greta to Customer of any interest in or to Greta Intellectual Property of any kind, including without limitation any subject matter that is patented or patentable, copyrighted (registered or unregistered), constitutes a trade secret or Greta know how, or any other legally protectible technology, item of information, product, interest or process capable of protection as intellectual property anywhere in the world. To the extent Greta does not retain exclusive ownership of its Intellectual Property, Greta shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Intellectual Property, including such Intellectual Property that is integrated into the Greta Services and platform. Unless otherwise set forth in the SOW or Order Form, Customer is hereby granted a limited license to use the Intellectual Property solely in connection with the Greta Services.

- 7.2 **Customer Intellectual Property.** Greta acknowledges and agrees that it does not have any ownership rights or other rights in or to the Customer Data except as specifically described in this Master Subscription Agreement. All of Customer's rights in the Customer Data that are not specifically granted to Greta in this Master Subscription Agreement shall be reserved to Customer.
- 7.3 **Trademarks, Publicity and Marketing.** Each Party hereby grants to the other Party a limited, revocable, non-exclusive and non-transferable right to use its name, images, likeness, logos, trademarks, service marks, domain names and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text, menu items and any other content provided, specified, recommended, directed, authorized or approved to use by such Party (collectively, "**Marks**") in customer/vendor lists, on its website, and in a mutually agreed upon press release regarding the relationship of the Parties. Customer agrees to collaborate with Greta in the creation.
- 7.4 **Data Sharing.** Greta may share the Marks, certain Usage Data and/or Customer Data with Third-Party Services Providers at Customer's direction and to the extent that Greta is legally allowed to share it. Customer agrees that such use may be governed by Customer's Master Subscription Agreements with such Third-Party Services Providers, and Greta is not responsible for the use or treatment of such data by such Third-Party Services Providers. If Customer instructs Greta to share such information with Third-Party Services Providers, Customer agrees to indemnify, defend, protect and hold Greta and its affiliates harmless from and against any and all third-party damages, losses, claims and expenses, including, but not limited to, governmental penalties and reasonable attorneys' fees, which may be asserted against or incurred by Greta or any affiliate arising out of or relating from the sharing, use or ownership of such data.
- 7.5 **Anonymized Data.** Outside of providing Customer with the Services, Greta may aggregate, use, disclose, compile, distribute and publish statistical or analytical data regarding the Services, and Customer Data in an aggregate and anonymized form only (the "**Anonymized Data**") and may make such Anonymized Data publicly available, provided that such information does not directly identify any Confidential Information. As between Greta and Customer, Greta owns all such Anonymized Data.

## 8 **TERM AND TERMINATION.**

- 8.1. **Term.** Unless earlier terminated as provided herein, this Master Subscription Agreement shall commence as of the Effective Date and will continue until the Service Term of the last active Order Form has expired or has been terminated.
- 8.2. **Automatic Renewal.** Following the end of the Initial Term, each Order Form shall automatically renew for a successive Renewal Term of the prior term length unless either Party gives written notice to the other Party of its intention not to renew no later than ninety (90) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

- 8.3. **Termination for Material Breach.** Either Party may terminate the Service Term in the event that: (a) the other Party materially breaches this Master Subscription Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice of such breach; or (b) the other Party has become insolvent, does not pay its debts as they become due, makes a general assignment for the benefit of its creditors, becomes the subject of any domestic or foreign bankruptcy or insolvency law, or applies for or has a receiver, trustee, or similar agent appointed to manage or dispose of any material portion of its property or business.
- 8.4. **Termination and Suspension by Greta.** Greta may: (a) terminate this Master Subscription Agreement with respect to any Order Form for convenience upon sixty (60) days' prior written notice to Customer; or (b) terminate this Master Subscription Agreement with respect to any Order Form and/or suspend Customer's and its Users' access to the Services, at Greta's sole discretion, in the following instances: (1) Customer's non-payment of License Fees; (2) Customer's and/or Users' use of the Services for fraudulent or illegal purposes; (3) Customer's violation of any other Master Subscription Agreement to which Greta is a party or to which Greta is not a party but with relates to this Master Subscription Agreement; (4) upon request by law enforcement or other governmental agency; (5) upon the occurrence of technical or security issues as identified in Greta's sole discretion; or (6) Greta believes, in its sole discretion, that Customer's continued use of the Services interferes with, is harmful to, or is otherwise inconsistent with Greta's business.
- 8.5. **Early Termination Fee.** Subject to the terms of this Master Subscription Agreement, Customer acknowledges and agrees that by executing an Order Form, Customer is obligated to pay all of the License Fees identified on the Order Form for the duration of the applicable Service Term, and any discounts offered to Customer and identified on an Order Form are contingent upon the foregoing. In the event that Customer terminates this Master Subscription Agreement with respect to any Order Form prior to the end of the applicable Service Term (with the exception of a termination under Sections 5.5 or 8.3 hereof), or in the event that Greta terminates this Master Subscription Agreement pursuant to Sections 8.3, 8.4.(b)(1), or hereof, Greta will: (i) accelerate the remaining License Fees due, which shall be calculated as the sum of: (a) any License Fees relating to the terminated Order Form(s) which have not been paid to Greta as of the effective date of such termination; and (b) the product of the recurring License Fees relating to the terminated Order Form(s) and the number of months then outstanding on the applicable Service Term; and (ii) charge to Customer the difference between the list price and discounted price for any discounted hardware identified on the applicable Order Form (collectively, the "**Early Termination Fee**"). Early Termination Fees shall become due immediately upon an applicable termination and paid to Greta in the manner contemplated in Section 5.2 hereof.
- 8.6. **Effect of Termination.** Upon the non-renewal or termination of an Order Form and/or this Master Subscription Agreement for any reason, Customer's right to use and access the recurring Services covered under the applicable Order Form(s) and all licenses granted hereunder will immediately terminate, and: (i) Customer shall immediately cease all access to the terminated recurring Services, and if applicable, uninstall any applications used to access the Greta Services; (ii) Customer shall, as directed by Greta, destroy or return to Greta the Customer Data in Customer's possession, custody or control, or in the possession, custody or control of any third-party; and (iii) upon Customer's written request, which Greta must receive within thirty (30) days of the effective date of termination, and upon receipt of all License Fees due under this Master Subscription Agreement, and in compliance with applicable law, Greta will provide Customer with a record of Customer's basic transactions for up to the past year, if applicable. For the avoidance of doubt, upon the non-renewal or termination of an Order Form, any additional Order Forms of Customer, along with this Master Subscription Agreement with respect to such Order Forms, will continue in full force and effect until otherwise terminated or not renewed. Customer acknowledges and agrees that following the non-renewal or termination of an Order Form or this Master Subscription Agreement for any reason, Greta shall have no obligation to

retain Customer Data, and may irretrievably destroy applicable Customer Data in the event of such non-renewal or termination.

- 8.7. **Surviving Provisions.** Each of Section 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination or expiration of this Master Subscription Agreement. The Parties agree that Section 3.6 will survive any termination or expiration of this Master Subscription Agreement for so long as Greta retains possession of Customer Data.

## 9 INDEMNIFICATION.

In addition to the specific indemnification obligations elsewhere in this Master Subscription Agreement, Customer agrees to indemnify, defend and hold Greta and its parent, subsidiary and Affiliate entities, and their respective officers, directors, agents and employees, harmless from and against any and all third-party suits, actions, claims, demands, penalties, charges, costs or losses of any kind, including, but not limited to, reasonable attorneys' fees and collection costs (collectively, the "**Losses**"), to the extent such Losses result from or arise out of: (i) Customer's or End Users' use of the Services and Customer Data, whether or not such use is wrongful or improper; (ii) Customer's business; (iii) any actual or alleged breach of Customer's representations, warranties or obligations under this Master Subscription Agreement; (iv) Customer's or End Users' violation of any law, rule or regulation or the rights of a third-party; (v) any third-party's access to and/or use of the Services under an Account or End User; (vi) Customer's use of Third-Party Services or relationship with a Third-Party Services Provider; (vii) disputes between Customer and Customer's employees or Customer and Customers; or (viii) Customer's Taxes.

## 10 REPRESENTATIONS AND WARRANTIES.

- 10.1. Customer represents and warrants to Greta that: (i) it has the full corporate right, power and authority to enter into this Master Subscription Agreement and to perform the acts required of it under this Master Subscription Agreement; (ii) the individual executing the Order Form on behalf of Customer has all necessary authority to bind Customer to the terms of this Master Subscription Agreement; (iii) Customer and its End Users are and will remain in compliance with this Master Subscription Agreement and all applicable laws and regulations; (iv) Customer has the right to grant to Greta the licenses provided herein; and (v) in the event that Customer's Order Form (s) include Professional Services, Customer is the legal owner of the property at which the Professional Services will occur or otherwise has the full legal authority to allow all activities incidental to the Professional Services to occur without approvals from any other person or entity.
- 10.2. **Compliance with Laws.** Each Party hereby represents, warrants, and covenants that in performing its obligations and exercising its rights hereunder, it will comply in all material respects with all applicable federal, state and local laws (including applicable privacy and data protection laws) ("**Applicable Laws**") relating to the Services provided hereunder, and will obtain and maintain all permits, licenses, and consents required in connection therewith.
- 10.3. **Limited Warranty.** Greta warrants that the Services will materially comply with the terms and conditions set forth herein and with the applicable Services Schedules and statements of work. Customer's sole and exclusive remedy and Greta's sole and exclusive liability for breach of the foregoing warranty shall be for Greta to repair or replace the defective component of the Service or, if repair or replacement cannot be provided within a reasonable time, terminate the applicable component of the Service and refund any prepaid fees therefor.
- 10.4. **Non-Infringement.** Greta represents and warrants that, to the best of its knowledge (i) the Services do not and shall not infringe on the Intellectual Property Rights of any third party; (ii) no material claim that the Services infringe on any Intellectual Property Rights has been threatened or asserted; and (iii) no such claim is pending against Greta or, to the best of its knowledge, against any entity from which Greta obtained such rights. Notwithstanding the foregoing, Customer expressly acknowledges and agrees that some portions of the Services involve Greta acting as a conduit for data obtained via interactions with Institutions and other third parties, and

that Greta does not warrant, and expressly disclaims any and all warranties, that such data does not and will not infringe, misappropriate or otherwise violate the Intellectual Property Rights of any third party..

## **11 DISCLAIMERS; LIMITATION OF LIABILITIES**

**11.1 DISCLAIMERS.** EXCEPT AS EXPRESSLY SET OUT IN THIS MASTER SUBSCRIPTION AGREEMENT, GRETA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, THE DATA AND THIRD-PARTY SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, THOSE ARISING THROUGH COURSE OF DEALING OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER AND CUSTOMER'S END USERS ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES, ASSOCIATED DATA AND THIRD-PARTY SERVICES IS AT CUSTOMER'S AND END USERS' OWN RISK, THAT THE CALCULATION AND REPORTING FUNCTIONALITY WITHIN THE SERVICES IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE EXPERT ADVICE TO BE RELIED UPON FOR COMPLIANCE PURPOSES (INSTEAD, CUSTOMER IS ADVISED TO CONSULT LICENSED PROFESSIONALS FOR THESE PURPOSES), AND THAT EVERYTHING IN THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, GRETA MAKES NO PROMISE (I) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, SERVICES FEATURES (INCLUDING, BUT NOT LIMITED TO, OFFLINE MODE AND PAYROLL AND TAX CALCULATION) OR ANY DATA WITHIN THE SERVICES, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (II) AS TO ANY THIRD-PARTY SERVICES PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT GRETA MAY HAVE DESIGNATED IT OR ITS THIRD-PARTY SERVICES AS "CERTIFIED," "PREFERRED," "VALIDATED" OR OTHERWISE; (III) THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATED IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (IV) THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (V) THAT ANY CUSTOMER DATA OR CUSTOMER DATA WILL BE ACCURATELY OR RELIABLY STORED; (VI) THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED; OR (VII) THAT THE SERVICES WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT; PROVIDED, HOWEVER, THAT GRETA WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE SPECIFIC LIMITATIONS OF LIABILITY THROUGHOUT THIS MASTER SUBSCRIPTION AGREEMENT, IN NO EVENT SHALL GRETA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA, PROPERTY DAMAGE, PERSONAL INJURY OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE OR UNAVAILABILITY OF THE SERVICES, AN ACCOUNT (S), OR OTHERWISE ARISING IN CONNECTION WITH THE SERVICES OR ANY THIRD-PARTY SERVICES, REGARDLESS OF THE CAUSE OF ACTION. GRETA'S TOTAL LIABILITY, IF ANY, FOR DAMAGES BASED UPON OR ARISING OUT OF THE SERVICES OR THIS MASTER SUBSCRIPTION AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO GRETA BY CUSTOMER UNDER THE ORDER FORM (S) GIVING RISE TO SUCH LIABILITY IN THE THREE (3) MONTH PERIOD PRECEDING THE INCIDENT UPON WHICH THE CLAIM OR CLAIMS ARE BASED.

**11.2 Store Network and Wiring.** Greta is not responsible for the wiring and network setup of

Customer facility nor in anyway liable for the security of the facility network. Customer may buy networking and wiring services through Greta along with network equipment such as routers in accordance with section 5.2 and 5.3 of this Master Subscription Agreement. Customer is solely responsible for the setup prior to installation and making sure that their facility is ready for installation of services prior to installation. Greta is not liable for any delays of installation of Services caused by lack of infrastructure required for installation.

- 11.3 **Security.** Greta has implemented technical and organizational measures designed to secure the Services and data from accidental loss and unauthorized access, use, alteration or disclosure; however, Greta cannot guarantee that unauthorized third-parties will never be able to defeat those measures to gain access to the Services, and as such, Customer understands that its use of the Services is at Customer's own risk.

## 12 DISPUTE RESOLUTION.

- 12.1. **Arbitration.** Except as specifically stated within this Master Subscription Agreement, Greta and Customer agree that any and all disputes or claims that may arise between Greta and Customer arising out of or in any way relating to this Master Subscription Agreement or the Services (each a "**Dispute**") shall be resolved exclusively through final and binding arbitration; provided, however, that Customer may assert qualifying individual claims regarding a Dispute in a small claims court in Dallas County, Texas, and provided that such claims remain in small claims court and proceed only on an individual, non-class or non-representative basis. ANY ARBITRATION UNDER THIS MASTER SUBSCRIPTION AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. UNLESS OTHERWISE EXPLICITLY PROVIDED FOR HEREIN, THE PARTIES WAIVE ANY RIGHT TO HAVE THEIR CASES DECIDED BY A JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION IN REGARD TO ANY DISPUTE. Any action or proceeding brought forward by a Party (each a "**Disputing Party**") relating to any Dispute must commence within one (1) year after the cause of action accrues. If any provision of this Section 12 is found unenforceable, the unenforceable provision will be severed and replaced with an enforceable provision that comes closest to expressing the intention of the unenforceable provision, and the remaining arbitration terms will be enforced (provided, however, that in no event will there be a class or representative arbitration, and in the event that such is held to be unenforceable, the entirety of this Section 12 shall be null and void). Subject to and without waiver of the arbitration provisions herein, this Section 12 shall not preclude a Disputing Party from obtaining a temporary restraining Order Form or preliminary injunction in circumstances in which such relief is appropriate; provided, however, that any further relief shall be pursued by such Disputing Party through an arbitration proceeding under this Section 12. Subject to and without waiver of the arbitration provisions herein, the Parties agree that any judicial proceedings will be brought in, and the Parties hereby consent to the exclusive jurisdiction and venue in, the state courts in Dallas, Texas or federal courts in the State of Texas.
- 12.2. **Procedure.** All Disputes will be resolved finally and exclusively by binding individual arbitration with a single neutral arbitrator (the "**Arbitrator**") and will be administered by the American Arbitration Association (the "**AAA**") (<https://www.adr.org/>) (the "**AAA Site**") pursuant to its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes, the Federal Arbitration Act (9 U.S.C. §§ 1-16) and this Section 12 (the terms of which shall control in the event of an inconsistency). To begin an arbitration proceeding, the Disputing Party must submit the Dispute by utilizing the forms available on the AAA Site, and simultaneously sending a copy of the completed form(s) to the other Party. The arbitration will be conducted based upon written submissions unless the Disputing Party requests and/or the Arbitrator determines that a telephone or in-person hearing is necessary. In the event that an in-person hearing is requested and/or determined to be necessary, such hearing shall take place in Dallas, Texas. The Arbitrator shall be responsible for determining all threshold arbitrability issues, including, but not limited to issues relating to whether this Master Subscription Agreement (or any aspect thereof) is

enforceable, unconscionable or illusory and any defense to arbitration, including, but not limited to, waiver, delay, laches or estoppel. The Arbitrator's award will be binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. While an Arbitrator may award relief (including, but not limited to, monetary, declaratory or injunctive relief), the Arbitrator may do so only with respect to the individual Party seeking relief and only to the extent necessary to provide relief warranted by the individual Party's claim. The Arbitrator shall be required to issue a reasoned decision in writing, explaining the Arbitrator's essential findings and conclusions upon which an award is based (if any). An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. Payment of all filing, administration, Arbitrator and attorneys' fees will be governed by the rules of the American Arbitration Association. All aspects of such an arbitration proceeding, along with any decision, written decision and award will be considered Confidential Information under the terms of this Master Subscription Agreement. For the purposes of this Section 12, references to Greta and Customer also include their respective parent, subsidiary and affiliate entities, agents, employees, predecessors, successors and assigns, as well as End Users or other beneficiaries of the Services.

- 12.3. **Attorneys' Fees.** If any legal proceeding is instituted to enforce the terms of this Master Subscription Agreement, the prevailing party shall be entitled to recover its attorneys' fees and other associated costs, including expert witness fees and fees on appeal.

## **13 PRIVACY AND DATA USE**

### **13.1**

## **14 GENERAL PROVISIONS.**

- 13.1. **Entire Master Subscription Agreement.** This Master Subscription Agreement is the complete and exclusive statement of the mutual understanding of the Parties with respect to its subject matter (excluding, however, any services, such as Journey Payments, for which Customer has a separate Master Subscription Agreement with Greta that is explicitly separate from the terms of this Master Subscription Agreement) and supersedes and overrides all prior Master Subscription Agreements. In the event of a conflict between any Order Form (s) and the terms of this Master Subscription Master Subscription Agreement, the Order Form (s) shall control once accepted by Greta.
- 13.2. **Updates to Master Subscription.** Greta may update or modify this Master Subscription Agreement from time-to-time, including any referenced policies and other documents. In the event that Greta makes material changes to the terms of this Master Subscription Agreement, Greta will post the updated Master Subscription Agreement on its website (which will be effective immediately upon posting unless otherwise stated) and may provide Customer with notice as appropriate under the circumstances (by, for example, sending Customer notice via email or through the Services). Upon such notice, Customer's and its End Users' continued use of the Services constitute Customer's acceptance of such changes. Notwithstanding the foregoing, in the event that any Order Form is amended or renewed past its Initial Term or any Renewal Term, as applicable, upon amendment or renewal of such Order Form the then-current Master Subscription Agreement will apply. Any such updates to the Master Subscription Agreement will not apply to Customer to the extent that: (i) the changes concern matters which are the subject of an actual Dispute between Customer and Greta as of the date such changes take effect; and (ii) Greta has actual notice of such Dispute as of the date such changes take effect.
- 13.3. **Waiver.** The failure of either Party to insist upon strict compliance with any term of this Master Subscription Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.
- 13.4. **Severability.** Unless otherwise provided for herein, if any provision(s) of this Master Subscription Agreement are determined to be invalid or unenforceable under applicable law, then such provision(s) will be changed and interpreted to accomplish the objectives of such provision(s) to



the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

- 13.5. **Assignment.** Greta may, without notice or consent from Customer, assign, transfer or convey this Master Subscription Agreement, whether by direct assignment, change of control, operation of law or other transaction, to any third-party, successor in interest, related party or affiliate of Greta (each an “**Assignee**”), and that such Assignee may rely upon Customer’s representations and enforce Customer’s obligations under this Master Subscription Agreement. In contrast, this Master Subscription Agreement is personal to Customer, and Customer may not assign its rights or obligations under this Master Subscription Agreement to anyone without the prior written consent of Greta.
- 13.6. **Relationship of the Parties.** The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of the Master Subscription Agreement, and that no joint venture, partnership, employment or agency relationship exists between Greta and Customer as a result of this Master Subscription Agreement.
- 13.7. **Force Majeure.** Neither Party shall be in default of its obligations under this Master Subscription Agreement, or liable for any delay or failure to perform relating to such obligations (including, but not limited to, disruptions or outages in the Services), to the extent that performance of such obligations result from causes outside the reasonable control of such Party, including, without limitation, internet outages or interruptions, strikes, labor disputes, rebellions, revolutions, embargoes, earthquakes, fires, floods, wars, terrorism, riots, government sanctions, acts of God, acts of civil or military authorities and acts or omission of carriers or suppliers (each a “**Force Majeure Event**”). In the event of a Force Majeure Event, the non-performing Party shall use best efforts to recommence its obligations under this Master Subscription Agreement as soon as possible.
- 13.8. **Notices.** Any notice or other communication required or permitted under this Master Subscription Agreement shall be in writing and deemed to have been given: (i) upon receipt by personal delivery, delivery by overnight courier with signature acknowledgment of receipt or delivery by certified mail; (ii) the second business day after mailing via first class mail; or (iii) immediately if sent by email or through a notification delivered via the Greta Services. Unless otherwise provided for herein, all notices to Greta shall be directed to Greta via email to [legal@jbsinc.com](mailto:legal@jbsinc.com). All notices to Customer shall be directed to the physical address(es) and/or email address(es) provided within this Master Subscription Agreement. Either Party may designate, by notice to the other, substitute addresses or email addresses, and thereafter, notices are to be directed to such substitute addresses or email addresses.
- 13.9. **Electronic Signatures.** Original signatures transmitted and received via electronic transmission are true and valid signatures and shall bind the Parties to the same extent as an original signature.
- 13.10. **Governing Law.** This Master Subscription Agreement and any Disputes will be governed by and construed in accordance with the applicable laws of the State of Texas without regard to its choice of law or conflicts of law principles. Each Party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the binding individual arbitration provisions of Section 12 must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal courts in Dallas, Texas and each Party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Dallas, Texas, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

- 13.11. **Headings.** The headings used in this Master Subscription Agreement are for reference only and do not define, limit or otherwise affect the meaning of any provision hereof.
- 13.12. **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Master Subscription Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the restriction contained in this Section 13.12.
- 13.13. **Export Compliance.** The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Greta and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any End User to access or use the Services or Documentation in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- 13.14. **No Third-Party Beneficiaries.** This Master Subscription Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Master Subscription Agreement