



ESHARES, INC. DBA CARTA, INC.

TECHNICAL PARTNER PROGRAM AGREEMENT

This Technical Partner Program Agreement (the “**Agreement**”) is for Your use of the Carta APIs to develop and maintain applications and services that interoperate with or complement Carta Services, Carta APIs, Carta online platform and/or applications.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING THE CARTA APIS. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU,” “YOUR” OR “PARTNER” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CARTA APIS.

You may not, without our prior written consent, access or use Carta APIs:

- for production purposes, or
- if You are Carta’s direct competitor, or
- to monitor the availability, performance or functionality of Carta APIs or Carta Services, or
- for any other benchmarking or competitive purposes.

This Agreement was last updated on May 18, 2023. It is effective between You and eShares, Inc. DBA Carta, Inc., a Delaware corporation with offices at 333 Bush Street, Suite 2300, San Francisco, CA 94104 (“**Carta**”) as of the date You accept this Agreement (the “**Effective Date**”).

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement will be defined where first used or as follows:

1.1. “Sample Code” means source code provided in the API Documentation, which is referenced there as sample code, if any.

1.2. “Carta APIs” means the documented Carta application programming interface published by Carta for use with the Carta Services that can be used programmatically for building a Partner App (e.g., via REST based interfaces), including subsequent revisions and modifications.

1.3. “API Documentation” means (i) the Guide and (ii) any other written documentation provided by Carta to Partner describing the Carta API under this Agreement.

1.4. “Carta Services” means the generally available, online, Web-based applications and services on carta.com made available to Carta customers, including any updates. Carta Services also include any versions of the foregoing provided to partners for the purpose of testing Partner Applications which may contain more limited features or functionality or new features and functionality not yet generally available to Carta customers; such Carta Services may be shared environments, where both the environment and data within may be accessible by multiple partners at a time.

1.5. “Carta Technology” means the Carta Services, Carta APIs, API Documentation, Carta Marks, and Carta Marketing Materials.

1.6. “Customer(s)” means a third party who has entered into an agreement with Partner in order to use a Launched Partner Application for their internal business purposes.

1.7. “Customer Confidential Information” means any data, information, other materials submitted by a Customer to the Carta Services (including via a Carta API) or any information of a confidential or proprietary nature obtained from Carta related to any Customer (such as support-related information), regardless of whether it is marked as such.



- 1.8. “Guide”** means the then-current Technical Partner Program Guide, as updated from time to time by Carta available at <https://docs.carta.com>.
- 1.9. “Launched”** (and derivatives thereof) means that the Partner has made the Partner Application available to the public in any way, including for beta, production or evaluation use.
- 1.10. “Marks”** means a Party’s name, trade names, trademarks, service marks, and logos.
- 1.11. “Marketing Materials”** means any materials provided by one Party to the other for use in conjunction with promoting Carta Services, if any.
- 1.12. “Order Form”** means the ordering document for any Carta APIs hereunder, including addenda thereto, that are entered into by You and Carta from time to time. Order Forms shall be deemed incorporated herein by reference.
- 1.13. “Partner,” “You” or “Your”** means the company or other legal entity for which you are accepting this Agreement.
- 1.14. “Partner Application(s)”** means Partner’s on-premises software, self-hosted software, or single tenant software-as-a-service offering (“**Downloadable Application**”) or Partner’s multi tenant software-as-a-service offering (“**SaaS Application**”) that uses Carta APIs to import Customer Confidential Information from the Carta Services, export data to the Carta Services, or configure the Carta Services.
- 1.15. “Party” or “Parties”** will mean, individually, Partner or Carta as the context requires and, collectively, Partner and Carta.
- 1.16. “Program”** means the Technical Partner Program.
- 1.17. “Security Vulnerability”** means any set of conditions that leads or may lead to an implicit or explicit failure of the confidentiality, integrity, performance or availability of the Customer Confidential Information, Carta Services or other offering of Carta, including, by way of example only: (i) accessing, processing, modifying, or deleting data in excess of specified or expected permissions or otherwise without authorization from the relevant data controller; (ii) posing as another user or service within a system; (iii) causing an abnormal delay or denial of service; (iv) exploiting or circumventing any security measures or processes; or (v) interfering with Carta’s ability to provide products and services to Customers in accordance with the subscription agreement between Carta and a Customer.

2. APPOINTMENT.

2.1. Appointment and Description. Partner is appointed to the Program. The rights and responsibilities of Partner with regard to the Program are more fully described in the Guide, which is incorporated into this Agreement by reference. The Program includes services and licenses that permit Partner to develop Partner Applications for use with the Carta Services, and distribute Partner Applications, all subject to and in accordance with the terms of this Agreement and the Guide.

2.2. Limitation to Application Development and Services. Distribution under this Agreement is limited to Partner Applications and does not authorize Partner to provide services to Carta customers for the implementation, customization or configuration of the Carta Services.

3. LICENSE GRANTS.

3.1. License Grant to API Documentation and Sample Code. Carta hereby grants to Partner a worldwide, nonexclusive, royalty-free, fully paid-up license during the Term to: (i) use, modify and include Sample Code and derivative works thereof, within Partner Applications to integrate with the Carta Services; (ii) use and reproduce the API Documentation to develop, maintain and support Partner Applications; (iii) use, reproduce, display, perform, make, have made, sell, offer for sale, import, export, rent, lease, lend, and distribute Partner Applications to Customers; and (iv) sublicense the foregoing rights to third parties, solely in connection with Partner Applications, provided that (a) Partner itself remains eligible to exercise such right under this Agreement; and (b) for third parties other than contractors acting solely on behalf of Partner (including, but not limited to, resellers, distributors, and various types of partners), Partner has received written permission from Carta to do so for each such party.

3.2. Access to Carta Services. Carta may provide access and use of the Carta Services (if any) to Partner solely for Partner to: (i) evaluate the Carta Services; (ii) develop and test Partner Applications; (iii) train Partner’s employees in the use of the Carta Services and the Partner Application; (iv) to the extent necessary, to provide maintenance and support to Customers; and (v) conduct demonstrations for existing and prospective Customers to promote the use of the Partner Application(s) and the Carta Services. Carta may determine the number of users that are permitted to access the Carta



Services in Carta's sole discretion as may be further specified in the Guide. Partner may not use any Carta Services accounts granted herein for production purposes or with production data. This Agreement does not grant Customer any right to use the Carta Services; Customers will be solely responsible for purchasing use and access to Carta Services from Carta.

3.3. Developer Credentials and Account Information. If Carta issues any tokens or electronic keys ("**Credentials**") to Partner for access to or use of the Carta Technology (including, but not limited to, any credentials for accessing specific shared personas in Carta Services testing environments), Partner shall hold such Credentials in confidence and not share or transfer such Credentials to any third party without Carta's prior written consent. If Carta allows Partner to create a user name and/or password ("**Account Information**") for access to or use of the Carta Technology, Partner will hold such Account Information in confidence and not share or transfer such Account Information without Carta's prior written consent. Partner will not misrepresent or mask its identity when accessing or using the Carta Technology. Carta reserves the right, from time to time, to update Credentials by issuing new Credentials and removing access to Carta Technology for previously-issued Credentials. If Carta provides Partner with new Credentials, Partner will commence using the new Credentials immediately upon receipt of such Credentials. Partner will be solely responsible for protecting the confidentiality of Credentials and Account Information and all activities undertaken using the Carta Technology. In the event that Partner becomes aware of any unauthorized access to or use of the Carta Technology, Partner will promptly give written notice to Carta of such unauthorized access or use, and make reasonable efforts to eliminate such unauthorized access or use. Partner will at all times implement and maintain appropriate security policies and procedures and access control methodologies that are consistent with prevailing industry standards, but in no case less than reasonable care, to safeguard access to and use of the Carta Technology.

3.4. Restrictions. Partner will not and will not allow a third party to: (i) distribute or otherwise make available to others, any API Documentation or the Carta Services (or parts thereof, respectively) including Sample Code incorporated by Partner into a Partner Application; (ii) reproduce, modify, translate, adapt, make derivative works of, disassemble, reverse compile, reverse engineer, decode, decompile, disassemble, or otherwise attempt to access, derive, analyze, or use any source code or underlying ideas or algorithms or architecture framework related to the Carta Services by any means whatsoever (including, but not limited to review of data structures or similar materials produced by the Carta Services); (iii) remove or alter any product identification, markings, copyright or other notices on any Carta Technology; (iv) publish any results of benchmark tests run on the Carta Services; (v) access or use the Carta Services, Carta APIs, or API Documentation for purposes of benchmarking, or developing, building, providing, marketing, selling, or distributing any product or service that is similar to or competes with the Carta Services; (vi) copy (including via electronic, mechanical, photocopying, recording or other means) any features, functions, or graphics of the Carta Services or Carta APIs for any purpose other than what is expressly authorized under this Agreement; (vii) make calls through the Carta APIs that exceed limits established by Carta on the number and frequency of such calls, or take any action that imposes an unreasonable or disproportionately heavy load on the Carta API or Carta Services or that negatively affects the ability of others to access or use the Carta API or Carta Services; (viii) except as expressly permitted in this Agreement, rent, lease, lend, sell, or sublicense the Carta APIs or API Documentation or otherwise provide access to the Carta API as part of a service bureau or similar fee-for-service purpose; (ix) bypass any security safeguards or exploit any security vulnerabilities within the CartaAPI or Carta Services; (x) introduce, cause, or create a Security Vulnerability through or to the Carta API or to the Carta Services; (xi) intentionally submit queries through the Carta API for Carta's production (non-demo) environment that fail to contain all required parameters; (xii) take any action that subjects the Carta API or API Documentation to any third party terms, including but not limited to, open source software license terms; (xiii) send, store, access, post, transmit, link to, or otherwise distribute any spam, unlawful, infringing, obscene or libelous materials, or malicious code using the Carta Services; or (xiv) upload any sensitive, confidential, or personally identifiable data (except for Partner's business contact information) to the Carta Services accounts provided under this Agreement; or (xv) access or use the Carta Services, Carta APIs, or API Documentation in any way that does not comply in all material respects with the terms and conditions of this Agreement and all applicable laws and regulations. Nothing in this Agreement will restrict or limit the right of either Party to assign personnel for any purpose or to independently develop, offer or otherwise deal in products or services competitive with those of the other Party without using that Party's products, services, documentation or Confidential Information.

3.5. Customer Confidential Information. Customer Confidential Information may not be used to (i) build or provide a product or service that is similar to or competitive with the Carta Services; or (ii) for any purpose other than to provide



functionality or services to that Customer within a Partner Application or to render support for the Partner Application to such Customer.

3.6. Partner Applications. Partner hereby grants Carta a worldwide, nonexclusive, royalty-free, fully paid-up license during the Term to ensure that Partner's Applications meet and continue to meet all requirements in this Agreement and the Guide.

3.7. Feedback. Partner hereby grants Carta a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, modify, incorporate, license, or sublicense any suggestions, enhancement requests, recommendations or other feedback provided by Partner to Carta or its contractors about the Carta Technology without any obligation to Partner.

3.8. Conditional License. The license rights granted in this Section 3 are subject to and conditioned upon the other terms of this Agreement and the Guide.

4. MARKETING.

4.1. Publicity. Carta may reference Partner as a member of the Program and feature Partner on its website and related Program promotional materials and may link to a Partner's website for the Partner Application from its website. Subject to the foregoing, neither Party will issue any press release or public announcement relating to this Agreement in the absence of a written joint marketing plan mutually agreed to by the Parties ("**Joint Marketing Plan**") or after this Agreement's expiration or termination.

4.2. Marketing Restrictions. In no event will Partner (or any its shareholders, directors, officers, employees or subcontractors): (i) make any representation, guarantee or warranty concerning Carta or the Carta Technology except as expressly authorized in writing by Carta; (ii) make deceptive, misleading and unethical statements or practices that are or might be detrimental to Carta; (iii) make false or misleading representations, warranties, or guarantees with regard to Carta or its products and services, including any that conflict with applicable laws and regulations or this Agreement or the Guide; and (iv) purport to grant rights to Customers to use the Carta Services, including in a manner that exceeds the use authorized by Carta.

4.3. Trademarks. Subject to each Party's compliance with this Agreement including the restrictions in this Section 4.3, each Party ("**Licensor**") grants to the other Party ("**Licensee**") a nonexclusive, worldwide, non-transferable (except as provided in Section 13.2 (*Assignment*)), royalty-free license to use the other Party's Marks and Marketing Materials in order (i) for Carta to reference Partner as a member of the Program; and (ii) for either Party to market or advertise in accordance with a Joint Marketing Plan. The Partner will follow any trademark or identity guidelines that are made available by Carta to Partner.

4.3.1. Mark Ownership. Licensee acknowledges that Licensor owns all Licensor Marks, any goodwill derived from the use of Licensor Marks by Licensee under this Agreement inures solely to the benefit of Licensor, and Licensee hereby assigns to Licensor all right, title and interest in the Licensor Marks that may accrue to Licensee by operation of law, together with all goodwill attaching thereto that may inure to Licensee in connection with this Agreement or from its use of the Licensor Marks.

4.3.2. Cooperation. Each Party will (i) cooperate with the Licensor in facilitating monitoring and control of the Licensee's use of the licensed Mark, including with respect to the nature and quality of the materials in which the Mark is used; (ii) upon request, provide the Licensor with specimens of the licensed use of the Mark; and (iii) comply with any instructions by the Licensor in relation to such use, including, if so requested, submitting any proposed use of the Mark to the Licensor for review and approval prior to public use or dissemination of materials using the Mark.



4.3.3. Mark Use Restrictions. Neither Party will use the other Party's Marks in any way that is likely to cause confusion, disparage the other Party or its products or services, injure its reputation as a company providing high quality products and services, or otherwise diminish or damage its goodwill in its Marks. Neither Party will incorporate or combine the other Party's licensed Marks into its own trademarks, service marks or certification marks, or mutilate or otherwise modify the other Party's licensed Marks.

4.3.4. No Contest. Partner will not at any time contest or aid in contesting the validity or ownership of the Carta Marks or take any action in derogation of Carta's rights therein. Partner will not adopt or register in any jurisdiction, whether as a corporate name, domain name, trademark, service mark or indication of origin, any of the Carta Marks or other marks owned by Carta, or any word or mark confusingly similar thereto.

5. PARTNER APPLICATIONS.

5.1. Overview. Partner is solely responsible for developing its Partner Applications and any accompanying documentation, marketing materials, branding and implementation tools. Carta will have no responsibility or liability of any kind with respect to any content, development, testing, operation, performance, security, support, or maintenance of any Partner Applications.

5.2. Suspension. Either Party may at any time immediately suspend the interoperability between a Partner Application and the Carta Services: (i) to protect the integrity or security of that Party's affected offering; (ii) to address user security or user privacy issues, including any use of the Carta Services enabled by the Partner Application in excess of Customer's authorization; (iii) to address performance issues that degrade the Customer experience from the Partner Application; (iv) for legal or compliance reasons; or (v) to the extent necessary to mitigate damages in relation to third party litigation (each of the foregoing, a "**Suspension Reason**"). If a Party exercises its right of suspension under this Section, that Party will promptly notify the other Party (and it will use good faith efforts to provide such notice in advance of the suspension). The Parties will promptly discuss and use good faith efforts to resolve the Suspension Reason. Carta will have no responsibility for enabling interoperability for offerings.

5.3. Security. Partner agrees to use reasonable efforts to assist Carta, at Partner's expense, to investigate and resolve any Security Vulnerability that may be caused by a Partner Application, in Carta's discretion. If Partner identifies a Security Vulnerability, Partner will notify Carta by email to developers@carta.com and infosec@carta.com within 24 hours of the identification so that Carta may initiate an investigation. Any such notice and discussions regarding a Security Vulnerability will be treated as Carta Confidential Information, and Carta will determine the appropriate remedy for such a Security Vulnerability in its sole discretion. Partner will not disclose any Security Vulnerability to the public, customers, partners or any third party without Carta's express prior written approval.

5.4. Support. As between the two parties, Carta is responsible for providing support to Customers for the Carta Services and Partner is responsible for providing support to Customers for the Partner Application. If Carta receives a Customer support inquiry that pertains to a Partner Application, Carta will redirect the inquiry to Partner, and if Partner receives a Customer support inquiry that pertains to the Carta Services, Partner will redirect the inquiry to Carta. The Parties agree to cooperate with one another in good faith in troubleshooting which Party's solution is responsible for a given support issue. If Partner encounters a security vulnerability in the Carta APIs or Carta Services, Partner will notify Carta promptly (and in any event, no later than 48 hours) and such information will constitute Carta Confidential Information.

5.5. Customer Confidential Information. If a Partner Application enables transfer of Customer Confidential Information outside of the Carta Services, Partner will: (i) clearly and conspicuously notify the applicable Customer of this fact; (ii) obtain consent from the Customer when the integration is enabled; and (iii) advise the Customer that Carta is not responsible for the privacy, security or integrity of any Customer Confidential Information outside the Carta Services.



5.6. Training. Carta may require Partner's personnel to complete certain training, and Partner will cooperate with Carta to ensure its personnel do so, at Partner's expense. Carta will provide reasonable prior notice to Partner (including via email to the Point of Contact) of training requirements.

6. PROPRIETARY RIGHTS.

6.1 Ownership Generally. Carta Technology constitutes proprietary intellectual property of Carta and its licensors, protected by patents, trademark, copyright and other intellectual property laws. Except for the rights granted herein, Carta and its licensors retain all right, title and interest, including all intellectual property rights, in the Carta Technology (and any derivative works of or improvements to any of the foregoing created by or for Carta). Except as expressly provided herein, this Agreement does not grant Partner any rights under any of Carta's intellectual property rights. The Partner Applications (excluding any Sample Code), Partner Marks, and Partner Marketing Materials constitute proprietary intellectual property of Partner and its licensors, protected by patents, trademark, copyright and other intellectual property laws. Except for the rights granted herein, Partner and its licensors retain all right, title and interest, including all intellectual property rights, in the Partner Applications, Partner Marks, and Partner Marketing Materials (and any derivative works of or improvements to any of the foregoing created by or for Partner). Except as expressly provided herein, this Agreement does not grant Carta any rights under any of Partner's intellectual property rights.

6.2 Carta APIs. Partner agrees that the Carta APIs, including their structure, sequence and organization, and API Documentation constitute copyrightable works owned by Carta and that Partner will not reproduce, use, distribute, create derivative works of or otherwise modify APIs except as provided in Section 3. Provision of Carta APIs and API Documentation is at Carta's discretion, and nothing herein requires Carta to divulge or otherwise provide access to underlying code that it uses to implement APIs.

7. MONITORING; UPDATES; MAINTENANCE.

7.1. Partner acknowledges and agrees that Carta may monitor Partner's use of the Carta APIs (i) to assess compliance with this Agreement and the quality of operations of the Carta APIs and (ii) to make improvements to the Carta APIs.

7.2. Carta reserves the right to modify, update or discontinue the Carta APIs, with or without notice, and Carta shall not be liable for any such modification, update or discontinuance. In the event Carta modifies or updates the Carta APIs or API Documentation, Carta may require Partner to use the most current version of the Carta APIs upon 30 days' written notice.

7.3. Carta makes no representations or warranties about the uptime, availability, or permissibility of the Carta APIs. From time to time, Partner may have limited or no access to the Carta APIs due to scheduled or emergency maintenance of the Carta APIs or Carta Services. Carta shall make commercially reasonable efforts to provide notice of such maintenance to Partner, provided that Carta shall have no liability to Partner arising from any such maintenance, including any failure or delay of Carta in providing notice to Partner of such maintenance.

8. NONDISCLOSURE.

8.1. Obligations. Each Party may have access to information that is confidential to the other Party. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is clearly identified as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential, including but not limited to: the terms and conditions of this Agreement (including the Guide and any Joint Marketing Plans), the Carta Services, Carta APIs, API Documentation, Partner Applications, business and marketing plans; technology and technical information; information relating to the security of Carta Services such as account credentials, results of security reviews, and vulnerabilities (which is Confidential Information of Carta); and product designs, trade secrets and business processes. A Party's Confidential Information will not include information that (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful



possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (iv) is independently developed by the other Party without use of or reference to the other Party's Confidential Information. The Parties agree to use all reasonable care to prevent disclosure of the other Party's Confidential Information to any third party. Notwithstanding the foregoing, either Party may disclose Confidential Information to its employees, consultants, and other third-party providers solely to the extent necessary to exercise its rights or obligations under this Agreement (including the Guide and any Joint Marketing Plans), provided that the Party has a non-disclosure agreement in place with such third-party provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement and provided that each Party remains responsible for any breach of this Section 8 by such providers, as if they were that Party's own employees.

8.2. Required Disclosures. If Receiving Party receives a request to disclose any Confidential Information of Disclosing Party pursuant to a subpoena, order, civil or criminal investigative demand, agency administrative demand, law, rule, regulation, or a judicial or similar process issued by a court of competent jurisdiction, the Receiving Party's regulators or any other administrative body (each such request, a "**Disclosure Request**"), the Receiving Party is permitted to disclose such Confidential Information only to the extent necessary to comply with the Disclosure Request or as otherwise required by law. If legally permitted, Receiving Party will provide Disclosing Party with prompt prior notice of such Disclosure Request and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to seek protection or confidential treatment of the Confidential Information relevant to the Disclosure Request. If the Receiving Party receives a Disclosure Request as part of a proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the Disclosure Request or is requesting the Disclosure Request, the Disclosing Party will reimburse the Receiving Party for its reasonable cost and fees incurred in compiling and providing secure access to the Confidential Information relevant to the Disclosure Request.

8.3. Equitable Remedies. If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section 8, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts without the necessity of posting a bond, it being acknowledged by the Parties that any other available remedies may be inadequate.

8.4. Time Limit. Upon any termination of this Agreement, the Receiving Party will continue to maintain the confidentiality of the Disclosing Party's Confidential Information for five (5) years from date of receipt except that source code will be held in confidence in perpetuity.

9. WARRANTIES AND DISCLAIMERS.

9.1. Warranty. Each of Carta and Partner represents and warrants that (a) it has the full right, power and authority to enter into and perform this Agreement; (b) the person signing this Agreement on its behalf is a duly authorized representative of such Party who has in fact been authorized to execute this Agreement; (c) its entry herein does not violate any other agreement by which it is bound; and (d) it is a legal entity in good standing in the jurisdiction of its formation. Partner warrants that it shall not introduce, cause, or create a Security Vulnerability in or to the Carta APIs or Carta Services.

9.2. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN: (i) THE CARTA TECHNOLOGY, AND ANY SOFTWARE OR SERVICES PROVIDED BY CARTA UNDER THIS AGREEMENT ARE PROVIDED TO PARTNER "AS IS" WITHOUT WARRANTY OF ANY KIND; (ii) THE PARTNER APPLICATIONS, PARTNER MARKS, AND PARTNER MARKETING MATERIALS PROVIDED BY PARTNER UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; AND (iii) TO THE EXTENT PERMITTED BY LAW, CARTA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS, STATUTORY OR IMPLIED, TO PARTNER AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, PROFITABILITY, SUPPORT, PERFORMANCE, BACKUP, LOSS OF USE OR LOSS OF DATA, AVAILABILITY OR ACCURACY OF THE CARTA TECHNOLOGY. PARTNER ACKNOWLEDGES THAT CHANGES MADE TO THE CARTA SERVICES MAY DISRUPT INTEROPERATION WITH PARTNER APPLICATIONS, AND CARTA DOES NOT UNDERTAKE TO CONTINUE OPERATING, PROVIDING OR SUPPORTING CARTA SERVICES, WHICH, IF DISCONTINUED, MAY RENDER PARTNER'S INTEGRATION



INOPERABLE. CARTA AND ITS LICENSORS DO NOT WARRANT THAT THE CARTA SERVICES OR CARTA APIS (OR ANY PORTION OF THE FOREGOING) ARE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ANY PARTNER APPLICATION WILL NOT EXPERIENCE LOSS OF USE OR LOSS OF DATA. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CARTA AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL STATUTORY OR OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARTNER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT, IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

10. INDEMNITY.

10.1. Indemnification by Carta. Carta will defend, indemnify and hold Partner and its Related Parties harmless against any claims, actions, suits, proceedings, regulatory fines, and demands (each a "**Claim**") made or brought by anyone other than a Partner Related Party (defined below) solely to the extent expressly alleging that (i) Partner's use of Carta APIs and API Documentation pursuant to and in accordance with this Agreement directly infringes such third party's patent, trademark or copyright arising under the laws of the United States; or (ii) Carta misappropriated such third party's trade secrets in the development of the Carta APIs arising under the laws of the United States. "**Related Party**" means directors, officers, employees, affiliates, successors, and assigns of a Party. In the event that Carta believes the Carta Technology, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section 10.1 applies, then Carta may, in its discretion and at its sole expense: (w) procure for Partner the right to continue using the Carta Services, Carta APIs, API Documentation or any applicable part thereof under the terms of this Agreement; (x) replace or modify the Carta Technology, or any applicable part thereof, with a non-infringing version (or part thereof), or (y) terminate this Agreement immediately with notice, without any liability for doing so.

10.2. Carta Indemnification Exclusions. Carta will not have any indemnification obligation for any Claim pursuant to this Agreement to the extent a Claim is based upon (i) modifications to the Carta Services, Carta APIs, API Documentation by anyone other than Carta or its agents; (ii) the use, combination, or operation of the Carta Services or Carta APIs with equipment, devices, software, systems, or data, other than expressly authorized by this Agreement; (iii) use of the Carta Technology in violation of this Agreement (including the Guide or the Joint Marketing Plan); (iv) Partner's continued use of any version of the Carta Services other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Partner; (v) where Partner continues to use the Carta Services, Carta APIs, API Documentation after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; (vi) third party software or services, Partner Applications (excluding any unmodified Sample Code), or Customer Confidential Information.

10.3. Indemnification by Partner. Partner will defend, indemnify and hold Carta and its Related Parties harmless against any Claims made or brought by anyone other than a Carta Related Party solely to the extent the Claim relates to or arises from: (i) Partner's (including Partner Related Parties and Partner contractors) violation of applicable laws or regulations or this Agreement (including the Guide or any Joint Marketing Plan); (ii) the use or the performance of Partner Applications; (iii) allegations that Partner Application or the use of any Partner Application directly infringes any valid patent, copyright or trademark of a third party, or that Partner or its contractors misappropriated such third party's trade secrets in the development of the Partner Application; (iv) breach of any representation or warranty made by Partner or its Related Parties, including those relating to Carta Technology; or (v) Partner's (including contractors and subprocessors) access to, use, or processing of Customer Confidential Information.

10.4. Indemnification Procedure. Promptly after a Party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the Party to be indemnified will notify the other Party of the Claim in writing; provided however, that the indemnifying Party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by a failure to give notice. The indemnifying Party will assume the sole control of defense and settlement of the claim at the indemnifying Party's expense; provided, however, the indemnified Party: (i) may join in the defense and settlement of the Claim and employ counsel at its own expense; and (ii) will reasonably cooperate with the indemnifying Party in the defense and settlement of the Claim. The indemnifying Party may



not settle any Claim without the indemnified Party's written consent unless the settlement: (x) includes a release of all covered Claims pending against the indemnified Party; (y) contains no admission of liability or wrongdoing by the indemnified Party; and (z) imposes no obligations upon the indemnified Party other than an obligation to stop using any infringing items. If both the indemnified Party and the indemnifying Party are named parties in any action relating to the Claim and the counsel chosen by the indemnifying Party cannot represent both the indemnified Party and indemnifying Party due to any present or potential conflict in representing the interests of both of them, then the indemnifying Party will retain separate counsel for the indemnified Party. THIS SECTION 10 REPRESENTS EACH PARTY'S SOLE LIABILITY TO, AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR, THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

11. LIMITATION OF LIABILITY.

11.1. Exclusions. IN NO EVENT WILL EITHER PARTY (INCLUDING THEIR DIRECTORS, OFFICERS, AND EMPLOYEES) BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE CARTA SERVICES OR CARTA APIS, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD-PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.2. Limitations. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING THEIR DIRECTORS, OFFICERS, AND EMPLOYEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO TEN THOUSAND U.S. DOLLARS (\$10,000). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THESE LIMITS. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 11 SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NEITHER PARTY'S THIRD-PARTY PROVIDERS WILL HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

11.3. Exceptions. Sections 11.1 and 11.2 will not apply to (i) liability, damages, or obligations arising under Section 3.5 (*Customer Confidential Information*), Section 6 (*Proprietary Rights*), Section 8 (*Nondisclosure*), Section 9.1 (*Warranty*), Section 10 (*Indemnity*), Section 13.10 (*Compliance with Laws*); or (iii) any infringement or misappropriation by a Party of the other Party's intellectual property.

12. TERM AND TERMINATION.

12.1. Term. Unless set forth in a commercial agreement between the parties, this Agreement will be effective as of the Effective Date and will continue for a period of one (1) year unless terminated by either Party in accordance with Sections 11.2 or 10 (*Indemnity*) of this Agreement. Thereafter, this Agreement will continue for additional, successive one (1) year periods (each, a "**Renewal Term**") unless terminated by either Party at least sixty (60) days prior to the end of the then current Renewal Term. "**Term**" will mean the initial one-year period and all additional Renewal Terms.

12.2. Termination. Either Party has the right to terminate this Agreement upon thirty (30) days' prior written notice if (i) the other Party is in material breach of any term of this Agreement, and the breach is not cured within such thirty (30) day period; or (ii) a Suspension Reason has not been resolved within thirty (30) days' of one Party giving the other notice of a suspension. A Party who provides notice of breach must include in the notice a description of the alleged breach in reasonable detail.

12.3. Effect of Termination. Within thirty (30) days after termination, Partner will cease using Carta Services and Carta APIs and both Parties will (i) return or destroy all of the other materials received from the other Party, including but



not limited to, the API Documentation and Marketing Materials, and certify to this effect upon request; and (ii) cease all promotions and advertising contemplated under this Agreement.

12.4. Wind-Down Rights. Notwithstanding Section 12.3, to the extent that the Partner Application is a Downloadable Application at the time of termination, termination of this Agreement for any reason will not affect the rights of (i) any distributor or Customer who has ordered, licensed, accessed, purchased or received the Partner Application prior to or on the termination date of this Agreement; or (ii) Partner to exercise rights as an end user of Partner Applications if Partner was doing so prior to or on the termination date of this Agreement. This Section is subject to Section 5.2 (*Suspension*). This Section will not apply if the Agreement has been terminated pursuant to Section 10 (*Indemnity*).

12.5. Survival. Notwithstanding any termination of this Agreement, the following Sections titled "License Grants" (Section 3), "Security" (Section 5.3), "Proprietary Rights" (Section 6), "Nondisclosure" (Section 8), "Warranties and Disclaimers" (Section 9), "Indemnity" (Section 10), "Limitation of Liability" (Section 11), "Survival" (Section 12.5), and "General" (Section 13) will survive any termination or expiration of this Agreement. Any termination of this Agreement will be without prejudice to any other rights or remedies available under this Agreement or at law. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

13. GENERAL.

13.1. Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, agency, fiduciary or employment relationship between Carta and Partner. Nothing in this Agreement nor anything done by any Party to this Agreement in the discharge of its obligations hereunder will be deemed to constitute a Party, a joint venture, or an agent of the other Party in any sense.

13.2. Assignment. This Agreement may not be assigned by either Party without the other Party's prior written consent, whether by operation of law or otherwise, except that Carta may assign this Agreement to its successor in the event of a merger, acquisition, corporate reorganization or sale of all or substantially all of Carta's assets. Any other purported assignment will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their successors and assigns. Either Party may use third parties to perform its obligations under this Agreement. The Party using a third party will remain liable for the actions of such third parties in connection with this Agreement as if the actions had been taken by that Party itself.

13.3. Force Majeure. Neither Party will be liable to the other for its failure to perform its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impracticable or impossible due to unforeseen circumstances beyond its reasonable control.

13.4. Amendment; Counterparts. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each Party. This Agreement may be executed electronically or by written signature and delivered in multiple versions, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

13.5. Governing Law; Venue. Any action related to this Agreement will be governed exclusively by the internal laws of the state of California, without regard for its conflicts of laws rules, and all disputes hereunder will be subject to the exclusive jurisdiction of the state or federal courts located in San Francisco County, California. The Parties hereby irrevocably consent to the exercise of jurisdiction by such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. In the event of any action, suit or proceeding related to this Agreement, the prevailing Party, in addition to its rights and remedies otherwise available, will be entitled to receive reimbursement of reasonable attorney's fees and expenses and court costs.

13.6. Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provision. In addition, if any provision of this Agreement, for



any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

13.7. Notices. Any notice or communication required or permitted under this Agreement to Carta will be in writing and sent to the mailing address or electronic mail address as set forth in this Agreement with a copy to notices@carta.com. Notice to Partner shall be addressed to the administrator designated by You in the Carta APIs. Notices will be effective when received and will be sent by facsimile, certified mail, or by overnight courier.

13.8. Entire Agreement. This Agreement, including the Guide and any Joint Marketing Plans and all Order Forms, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings of the Parties concerning its subject matter. No supplement, modification, or amendment of this Agreement will be binding unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13.9. No Waiver. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party by a duly authorized representative. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power, or remedy the Party may have under this Agreement.

13.10. Compliance with Laws. Partner will comply with all laws and regulations applicable to its performance of its obligations under this Agreement. Partner will comply with United States and foreign export control laws and regulations. Partner acknowledges that the Carta Services, Carta APIs, and API Documentation, and Partner Applications may be subject to the U.S. Export Administration Regulations (the “**EAR**”), and each Party will comply with the EAR. Partner represents and warrants that it: (i) is not located in any country that is subject to U.S. export restrictions; (ii) will not use Carta Services, Carta APIs, and API Documentation in the design, development or production of nuclear, chemical or biological weapons, rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; and (iii) is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Partner is responsible for complying with any local laws that may impact its right to import, export or use the Carta Services, Carta APIs, API Documentation, and Partner Applications.