

Carta - Launch Plan Terms and Conditions

These Carta Launch Plan Terms and Conditions incorporate the eShares, Inc. DBA Carta, Inc. (“Carta”) Master Subscription Agreement (the “MSA”), located at <https://carta.com/msa>, and the Carta Terms of Service (“TOS”), located at <https://carta.com/terms-of-service/> (collectively, the “Launch Plan Terms”) all of which may be updated from time to time. The Launch Plan Terms shall govern the relationship between Carta and the company represented by the signatory to these Launch Plan Terms and Conditions (“Customer” or “you”). You agree to the Launch Plan Terms by installing, accessing, or using Carta’s platform, services, features, software, mobile applications, or website (together, the “Services”), or by continuing to use the Services following an update to any of the Launch Plan Terms. All capitalized terms not defined in these Launch Plan Terms shall take the meaning assigned to them in the MSA.

By agreeing to these Launch Plan Terms and Conditions, Customer accepts and agrees to be bound by the Launch Plan Terms, and the undersigned represents that they have the authority to enter into this agreement on behalf of Customer.

During the term of this agreement, and until you upgrade to a paid subscription, by agreeing to these Launch Plan Terms and Conditions you will have access to a limited version of the Carta platform (the “Carta Launch Plan”) until Customer has a Qualifying Event (as defined below). Carta Launch Plan gives Customer the ability to issue and manage Common Stock, Founders Stock, and issuances from an equity plan, on the Carta platform, for up to ten (10) aggregate Security Holders; to facilitate electronic option exercises via the Carta platform; and to access the following Capitalization reporting features: Summary cap table, Intermediate cap table, Detailed Cap table, Certificate transaction report, Vesting report, and Stakeholder ownership details.

By agreeing to the Launch Plan Terms, Customer represents and warrants that the Customer Data entered in Carta is accurate, and appoints Carta as Customer’s transfer agent so long as Customer continues to use Carta to issue its securities, either through a free or paid subscription.

Subject to the foregoing and the Launch Plan Terms, Customer may use the Carta Launch Plan without charge. While Customer is using the Carta Launch Plan, Carta reserves the right to limit Customer’s or its Users’ access to Carta’s support at any time. Upon Customer: (a) exceeding ten (10) aggregate Security Holders; (b) adding a new class of stock other than Common Stock or Founders Stock; (c) adding any Preferred Stock, convertible note, or SAFE; or (d) adding a 409A subscription or access to any additional reporting, modeling, accounting, or compliance features such as Equity Plan Analysis reporting, Modeling features (including scenario modeling and waterfalls), or Compliance features (including 701, 718, or 3921) (each, a “Qualifying Event”), Customer agrees to upgrade its subscription subject to Carta’s then-current pricing and service offerings. Upon a Qualifying Event, Customer’s access to the Services, Hosted

Services, and Carta support may be disabled within Carta's discretion until payment is made for an upgrade to a paid subscription.

These Launch Plan Terms and Conditions shall take effect upon Customer's electronic signature and remain in effect until terminated by Customer or Carta, or as described in the Launch Plan Terms. Customer's access to the Services under the Launch Plan Terms may be terminated by Customer or Carta by the terminating Party giving the other Party written notice, or as otherwise described in the MSA. Upon termination, Customer's law firm may retain access to Customer Data on Carta so long as such law firm continues to represent Customer and is generally in good standing with Carta. If Customer is no longer represented by such law firm, Customer shall provide Carta with written notice and Carta shall use commercially reasonable efforts to disable such law firm's access to the Customer Data in Carta.

Further, upon termination of Customer's access to the Services under the Carta Launch Plan pursuant to any of the methods specified herein, Carta will provide reasonable transition assistance for thirty (30) days to allow Customer to find a new transfer agent, after which time Carta shall cease to act as Customer's transfer agent.

The Launch Plan Terms constitute the entire agreement between Customer and Carta with respect to the use of the Hosted Services and supersede all other oral and written representations, understandings or agreements relating to the use of the Hosted Services. Carta reserves the right to alter or discontinue the Carta Launch Plan, or to alter the Launch Plan Terms, at any time. If there is any conflict between these Launch Plan Terms and Conditions and the MSA, these Launch Plan Terms and Conditions shall govern and control.

[check box] I have read, understand and agree to the Launch Plan Terms.