



## RAC User Agreement

This RAC User Agreement (the “Agreement”) is entered into by and between Meidh Technologies, Inc. (“RAC”) and the entity (“User”) submitting an order accepted by RAC (the “Order”) to which this Agreement is attached effective as of the date of acceptance of the Order by RAC (the “Effective Date”). By submitting an Order, User acknowledges it has read and understood the terms of the Order and this Agreement and agrees to be bound by the terms hereof upon acceptance of the Order by RAC.

### SECTION I: LICENSE AND SERVICES

#### 1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement and the payment of fees set forth in the Order (the “Fees”), RAC hereby grants User a limited, non-exclusive, non-sublicensable, non-transferable, except as provided herein, and revocable right to remotely access (i.e., on a SaaS basis and/or a mobile application) and use the RAC Platform as described in the Order (as defined below) (the “Software”) solely for your internal business purposes, during the term set forth in the Order (the “Term”). Unless otherwise indicated, the term “Software” also includes any user’s guides, technical manuals documentation (collectively, “Documentation”) provided to you in connection with its operation, and any revisions, modifications, updates and upgrades thereto to the extent made available to all through the Platform. Any personalized customizations to the Software made for a specific User will be subject to separate agreement (which may be by addendum to this Agreement and the Order) between such User and RAC. User may only use the Software in accordance with the Documentation, subject to the use limitations set forth herein and applicable laws. The Software shall be deemed accepted upon User’s logging into the Platform.

1.2 License Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Application, you shall not: (a) copy the Software, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; (f) use any robot, spider, or other automatic device, process, or means to access the Software for any purpose, including monitoring or copying any of the material on the Software; (g) use any manual process to monitor or copy any of the material on the Software, or for any other purpose not expressly authorized in this Agreement; (h) frame, mirror, or otherwise incorporate the Software or any portion of the Application as part of any other mobile application, website, or service; (i) use the Software in any manner that could disable, overburden, damage, or impair the Software or interfere with any other party's use of the Software; (j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software; (k) use the Software other than for the use expressly permitted herein or in any manner or for

any purpose or application not expressly permitted by this Agreement; or (k) use any Information (as defined below) gained through use of the Platform to generate or train learning algorithms or artificial intelligence (“AI”) models whose creation or use would devalue continued or future use of the Software.

1.3 Reservation of Rights. User acknowledges and agrees that the Software is provided under license, and not sold, to User. User does not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. RAC reserves and shall retain its entire right, title, and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement and nothing herein grants, by implication, waiver, estoppel or otherwise, to User or any third party any intellectual property rights or other right, title, or interest in or to any of the Software.

## 2. Services.

2.1 Support and Maintenance. In addition to the license rights set forth above, RAC shall provide User with support and maintenance services which shall be provided according to RAC’s then current service level agreement, which shall be made available to you, upon request, by RAC, or made available online at a URL to be provided by RAC (“SLA”).

2.2 Professional Services. In the event User wishes to receive any additional services from RAC which are not covered under this Agreement (“Professional Services”), User shall request such Professional Services from RAC in writing, and, subject to RAC’s agreement at its sole discretion to provide such Professional Services, such Professional Services shall be set out in sequential Statements of Work (that reference a corresponding price quotation to which it relates) to this Agreement negotiated and executed by both Parties (each, a “SOW”). Professional Services shall be charged in accordance with the applicable SOW. Each SOW is hereby deemed incorporated into and made part of this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise. Any Professional Services and any support or maintenance services provided pursuant to the SLA shall be referred as the “Services”.

## SECTION II: DESCRIPTION AND SCOPE OF SERVICES

### 3. What is RAC’s role?

RAC’s role is to serve as a Third Party repository of data. RAC operates multiple tools and interfaces allowing Users to enter data, define User-tailored access rights to the data they provide, and gather data to which they have rightful access into views that are capable of generating information. RAC’s responsibilities as a Third Party repository of data will seek to align with those defined by the Environmental Protection Agency (“EPA”), California Air Resources Board (“CARB”), Environment and Climate Change Canada (“ICCC”), or International Sustainability and Carbon Certification (“ISCC”) rules, regulations, and policies that define a Third Party. Where conflicts between this Agreement and EPA, CARB, ICCC, or ISCC rules, regulations, policies, or intent arise, this Agreement will be amended in a manner that will resolve any conflict with the EPA, CARB, ICCC, or ISCC, and such updated and amended agreement shall thereafter supersede, replace and become the Agreement governing the parties.

### 4. What is RAC’s value?

RAC's value is in ensuring that any User of the Software is provided the appropriate level of visibility as defined by contractual obligations between RAC and any other User of our system. This is in respect to any dataset held in the Platform in a manner in order to avoid the inappropriate release of anti-competitive information.

## 5. Data ownership versus information use

Data is understood herein to be discrete, objective facts or observations which are represented by electronic records or other digital files. The organized aggregation of electronic records or digital files, to include the tables, other organizing references or structures, or any physical or virtual mediums used to store data, are understood here to be datasets.

5.1. Data Provider is understood herein to be the User that enters data into the Platform. Information is understood herein to be data that has been shaped into forms that are meaningful and useful to Users. It is understood herein that the information accessible through the use of the Platform would normally influence decisions capable of producing economic or competitive impacts. For example, Information can be communicated through summary metrics, graphs, or other displays, however the dataset presented as a summary metric, graph, or other display is not in itself information.

5.2. Any Data Provider who enters data into our system is responsible for the safety, quality, completeness, accuracy, timeliness, and legality of that data provided, and should update any such data in the event and to the extent User determines additional information or clarification is warranted; any reasonably expected impact that any harmful data would have on the system; and any information one can reasonably gain through interpretation of that data. For example, any User who uploads data which could reasonably be used to perpetrate a fraud, or activates a virus that could damage data provided by other Users, will be responsible for the damages their actions cause. RAC shall maintain and protect data as valuable proprietary and confidential information. RAC shall have no obligation to inspect, investigate, verify, test, or ensure the completeness or accuracy of any data submitted by a Data Provider apart from any custom validation algorithms or tools integrated into the Platform as agreed to between RAC and a specific User.

5.3. Data entered into the Platform by a Data Provider will be incorporated into a dataset owned by RAC. Access to any data held within a RAC dataset by any User will be restricted as per any contractual relationship that User has with RAC and the Data Provider. For example, when a User enters five pdf files into our system, RAC owns the dataset that will then include Digital Originals of those files; however, their presence in a RAC dataset DOES NOT in itself provide RAC any right to modify any access, use, or information restrictions associated with those Digital Originals without the auditable express agreement of all affected Users.

5.4. Providing data that is incorporated into a RAC dataset does NOT provide RAC with the right to provide or remove access to, or transfer ownership of, that data to any other User for any purpose that is not expressly allowed within the contractual relationships between RAC and any other User. For example, RAC cannot create a map displaying the production rates of all grease sources provided by Users, even if the relationship between a source and a User is anonymized, without consent of the User who provided the data. As an alternative example, if Party 1 has an agreement with Party 2 that both parties will have access to specific data within the dataset for a period of no less than 10 years, RAC cannot prevent Party 2 from accessing data provided by Party 1 any sooner than 10 years without both parties agreeing to update the terms of their shared access.

5.5. RAC does NOT have a right to generate and make available to any User a dataset that one would reasonably foresee producing anti-competitive information. For example, if Party 2 shares a subset of their data in our system with Party 1, RAC cannot provide Party 1 with any dataset that would allow Party 1 to understand what percentage of all Party 2 data is being shared with Party 1 without the expressed consent of Party 2.

## 6. Types of data, datasets, and data products

6.1 Data Providers will enter data into the system, often in the form of human readable files or form responses. The Data Provider is considered the owner of the data that is entered into the system. Access to data records is defined by the relationships other Users have with the owners of the data records.

6.2 Datasets are created and managed by RAC using both the data entered by a Data Provider and data generated by RAC in response to User interaction with RAC systems and interfaces. For example, a system User who is needing our platform to prove collections compliance will enter files that include customer contracts, compliance images, or collection images, entered into a file storage location created by RAC, with the entered files and RAC generated organizational structure all being considered part of the dataset that provides information about the collection event. RAC generates Data Products that are owned by RAC, with access and use rights for these Data Products are provided to Users of the system in accordance with their User Agreement. Users do not have and cannot claim ownership of these Data Products or the means to produce them even if these Data Products include or make reference to data or datasets whose use and visibility is restricted as per User Agreement with RAC. These Data Products are the intellectual property of RAC, with the User provided the right to use this RAC Data Product in accordance with the User Agreement. For example, the system will create a Quality Label for a finished load that is based upon collection and movement data entered or modified by the User in the system, and while visibility to that Quality Label will be restricted based upon the relationships between the User and RAC, that restricted Quality Label is still a Data Product owned by RAC.

## 7. Types of relationships and authorities

The obligations of RAC to any User and the access or visibility permissions granted to a User will vary based upon the specific relation a User has to any specific dataset in the system. Most datasets in the platform will be related to a specific transaction, e.g., where a Vendor has sold a quantity of material to a Customer (each as further defined below). The relationships and authorities defined below outline the basis of the responsibilities each User has to another with respect to any specific transaction. RAC does not assume any obligation to a Customer, Vendor, Auditor, or Regulator (each as defined below), or any obligation or liability for any transaction between such parties, other than RAC's express obligations under this Agreement. The obligations under any agreements between such other parties shall be between those parties. For example, a Customer will only be able to have visibility as agreed for Vendor collections that went into a shipment from that Vendor to that Customer; the Customer will NOT have any right to access or view any Vendor data for any Vendor activity not associated with that Customer.

7.1 RAC-User. The obligations of RAC to any User are defined by this Agreement, terms of service/use or other policies for the Platform, and any terms from agreements between User and such other party as set forth in the Order and acknowledged and accepted by RAC. Any User of our platform can fill one or more of the following roles in relation to other Users in the platform: Vendor, Customer, Auditor, or Regulator. A User that fills a specific role on a specific transaction may fill a different role on a separate transaction. For example, a User that is a Vendor in one instance may be a Customer in another instance.

7.2 Vendor-Customer. A “Vendor” is a User that enters data proving characteristics – characteristics such as origin, material type, source relationship – of a quantity of material that is sold to a third party (the “Customer”). The type, quality, and quantity of data that must be entered into the platform by the Vendor to satisfy customer expectations in the case of any Customer required audit is defined by an agreement between the Vendor and Customer. The Customer will not normally see this unredacted data, and will instead be provided access to view redacted data that offers Thumbprints appropriate for verifying the permanence of any unredacted data. The Customer may require the Vendor - through a direct agreement with that Vendor -to make a certain percentage of its unredacted data directly available for inspection by the Customer. By acknowledging and accepting an agreement between the Vendor and Customer that defines a mutually accepted inspection rate as set forth in the Order and acknowledged and accepted by RAC, RAC will provide the Customer with access to Vendor records at the rate agreed to by both parties. For example, if a Customer purchases a truck of material from a Vendor that is composed of material from sixty-three (63) source locations, the Customer will be provided a Quality Label that identifies all of the collection record numbers and Thumbprints of the underlying data in each collection record dataset, the Customer will not, however, see the unredacted data. If the Vendor and Customer have an auditable, express agreement that the Customer employee can directly inspect the unredacted data for 5% of all collections that go into the product delivered to the Customer, RAC would make three (3) records associated with that transaction directly accessible to the Customer.

7.3 Vendor-Auditor. An “Auditor” is a User who is associated with a Vendor on behalf of a Customer. An Auditor is provided direct access to unredacted Vendor data associated with the Customer the Auditor is representing at a rate agreed to by all parties. An Auditor will typically have access to all Vendor records associated with a specific Customer for the purpose of monitoring record compliance. For example, if Party 1 sells railcar TLX3456 to Party 2, and Party 2 has hired Party X as an Auditor, Party X will have an association with the Party 1 that will allow Party X to see all unredacted records associated with any transaction from Party 1 that makes up the material in TLX3456.

7.4 Vendor-Regulator; Customer-Regulator. A “Regulator” is a User who examines unredacted records under the authority of the regulatory body they represent. A Regulator will typically have unredacted access to all Vendor records and all Customer records.

## 8. Types of access; Confidentiality

Users will provide other associated Users one of the two following access types based on their relationship and contractual obligations:

8.1. Unredacted Data. A User with this access is able to see all files, data records, and Data Products needed for the purpose of validating EPA compliance with a specific transaction. Access to Unredacted Data will be granted by RAC in accordance with contractually defined User relationships as set forth in the Order and acknowledged and accepted by RAC.

8.2 Redacted Data. A User with this access is able to see all pseudonymous Data Products and summary data records, with all source names and compliance locations that are needed for the purpose of validating a transaction but whose release would be commercially damaging replaced with data Thumbprint Tokens. Access to Redacted Data will be granted by RAC in accordance with contractually defined User relationships as set forth in the Order and acknowledged and accepted by RAC.

8.3. Confidentiality. “Confidential Information” means any information that a party designates in writing as confidential or which, based on the circumstances surrounding disclosure, should reasonably be known to be confidential. Each party shall hold the other party’s Confidential Information in confidence and will not disclose such Confidential Information to third parties or use the other party’s Confidential Information for any purpose other than as necessary to perform under this Agreement. Without limiting the foregoing, each party shall treat the Confidential Information of the other party with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information to which it becomes aware. Confidential Information shall not include information that the receiving party can prove (a) was generally available to the public at the time it received the information from the disclosing party or becomes publicly available through no fault of the receiving party, (b) was known to it, without restriction, at the time of disclosure by the disclosing party, (c) is disclosed with the prior written approval of the disclosing party, (d) was independently developed by or on its behalf without any use of the Confidential Information, or (e) becomes known to it, without restriction, from a source other than the disclosing party without a duty of confidentiality to the disclosing party. Notwithstanding this Section 8.3, the receiving party may disclose the Confidential Information of the disclosing party in response to an order or requirement of a court, administrative agency, or other governmental body; to the extent legally permissible under such order or requirement, provided, however, that the receiving party provides prompt advance notice of the proposed disclosure to the disclosing party to allow disclosing party to seek a protective order or other appropriate remedy and any Confidential Information so disclosed shall otherwise remain subject to the provisions of this Section 8.3. The obligations of confidentiality set forth in this Section 8.3 shall not be construed to limit either party’s right to independently develop or acquire information without the use of the Confidential Information. In addition to other remedies, the disclosing party may be entitled to seek injunctive relief to prevent an actual or threatened disclosure of Confidential Information. This Section 8.3 shall survive the expiration or termination of each Order for a period of two (2) years with respect to Confidential Information disclosed thereunder. Data, Datasets, the methods used to generate Data Products, and the Information developed from any Dataset or Data Product, as defined herein, are Confidential Information (CI) unless stated otherwise in an auditable express agreement.

## 9. System innovations or modification

A User may request modification to system templates, API access, or data validation logic. Any modifications made to the platform, even if made by or at the direction of a User, will remain the property of RAC. The User requesting a specific modification of RAC may request restrictions on its use if it is reasonable to expect that a wider release of such a platform modification would release anti-competitive Information. For example, a User may request a summary report that calculates the value of any transaction using an internal rate of return specific for its organization, which is a feature that must remain protected since its release would likely disadvantage the User relative to its competitors if such a view were made visible to everyone.

## SECTION III: ADDITIONAL TERMS AND CONDITIONS

10. Indemnification. User agrees to indemnify, defend, and hold harmless RAC and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, arising from or relating to User’s use or misuse of the Software or User’s breach of this Agreement, including but not limited to the content User submits, makes available or accesses through the Platform or otherwise through the Software. User shall have no indemnification obligation for damages attributable to, or causes or actions solely arising out of, RAC’s breach of a material term of this Agreement or other acts of gross negligence or willful misconduct of RAC under this Agreement.

11. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED TO USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. USER SPECIFICALLY ACKNOWLEDGES AND UNDERSTANDS THAT THE PLATFORM AND PORTIONS OF THE SOFTWARE MAY, AT ANY TIME, BE IN BETA FORM AND AS SUCH ARE SUBJECT TO VARIABLE RELIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, RAC PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE EPA OR ANY THIRD PARTY AUDIT ORGANIZATION WILL ACCEPT ANY DATA OR INFORMATION FROM THE PLATFORM. USER ACKNOWLEDGES AND UNDERSTANDS THAT HOSTING OF THE PLATFORM IS PERFORMED BY A THIRD PARTY AND RAC IS NOT RESPONSIBLE FOR ANY UNAVAILABILITY OF OR ERRORS IN ACCESS TO THE SOFTWARE AS A RESULT OF SUCH HOSTING SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RAC OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO USER'S OR ANY USER-AUTHORIZED THIRD PARTY'S USE OF OR INABILITY TO USE THE SOFTWARE OR THE PLATFORM AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY USER FOR ITS LICENSE TO THE SOFTWARE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. User shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or

otherwise making the Software available outside the US.

14. US Government Rights. The Software is a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. §

2.101. Accordingly, if User is an agency of the US Government or any contractor therefor, User receives only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

15. Privacy and Other Policies. By using the Software, User consents and agrees to any privacy or other policies that are included from time to time on RAC's website or mobile app or that are otherwise provided to User from time to time, and as such policies are amended from time to time. User acknowledges that such policies may permit RAC to utilize information provided by User or generated or available from User's use of the Software to the full extent permitted by applicable laws, rules and regulations. RAC agrees to use commercially reasonable efforts to comply with such policies and will comply with such laws, rules and regulations applicable to the collection, storage and dissemination of personal information to the extent it performs any such function under this Agreement.

#### SECTION IV: DISPUTE RESOLUTION; TERMINATION

16. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa, in each case located in Polk County, Iowa. User waives any and all objections to the exercise of jurisdiction over User by such courts and to venue in such courts and User irrevocably submits to the exclusive jurisdiction of such courts. Service of process, summons, notice, or other document by mail to User's address set forth in the Order will be effective service of process for any suit, action, or other proceeding brought in any such courts.

17. Mediation. For any dispute, claim, or controversy associated with this Agreement that cannot be resolved through negotiation, the parties shall first try in good faith to reach resolution through mediation administered by an Integrated Resolution Management (IRM) Silver certified professional before resorting to litigation.

18. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM USER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Termination. The Term of the Agreement shall be as set forth in the Order and will continue until the end date set forth in the Order or until terminated by RAC or User as set forth in this Section. RAC or User may terminate this Agreement and any associated Order upon written notice to the other party in the event: (a) a party fails to fulfill any obligation or breaches this Agreement, including failure to pay undisputed Fees, and fails to remedy such breach within ten (10) days of receipt of notice of the breach;



(b) any change in laws, rules, or regulations affecting RAC's ability to provide the Software and/or the Services or User to access the Software and/or Services in the manner set forth herein; or (c) of the dissolution or liquidation of, insolvency of, appointment of a receiver of or for any part of the property of, assignment for the benefit of creditors by, or the commencement (whether voluntarily or involuntarily) of any proceeding under any bankruptcy, debtor- creditor, insolvency or similar or related law by or against, a party. In the event of the termination of this Agreement, User shall discontinue all use of the Software and RAC may use technological or other means to remove or block User's access to the Software. Except for RAC's indemnification obligations hereunder, no Fees shall be refundable to User upon any termination of this Agreement. The termination of this Agreement, for whatever reason, shall not affect any party's liability or responsibility for any breach or nonfulfillment of, or default under, this Agreement, or any terms of this Agreement that contemplate performance by or continuing obligations of a party following the termination of this Agreement, including this Section 20 and Sections 1.2, 1.3, 8.3, 10-12, 16-19, and Section V (Additional Terms and Conditions).

## SECTION V: ADDITIONAL TERMS AND CONDITIONS

20. Entire Agreement. This Agreement, the Order, any additional documents or agreements referenced herein or therein, and our Privacy Policy constitute the entire agreement between User and RAC with respect to the Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software. Except as otherwise set forth herein, in the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

21. No Amendment. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party.

22. Waiver. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

23. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

24. Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement; (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties acknowledge and agree that anything that starts "for example" or "e.g." is provided to help explain intent and is not in itself a contract term or commitment. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be

drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

25. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

26. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other Party in any manner whatsoever.

27. Assignment. User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without RAC's prior written consent, not to be unreasonably withheld, conditioned or delayed, except that User may assign this Agreement to an affiliate as part of a corporate merger or reorganization or to an entity acquiring substantially all of the business related hereto upon notice to RAC. RAC shall have the right to assign and/or transfer this Agreement, or any rights, obligations or portion thereof, to an affiliate of RAC or as part of a reorganization, merger, or sale of substantially all of its assets. RAC shall provide notice of any such assignment or transfer to User within a reasonable time period following such assignment or transfer. No assignment, delegation, or transfer will relieve User of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 26 is void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

28. No Third-Party Beneficiaries. Except as expressly set forth herein, this 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 will confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

29. Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement shall have legal effect only if in writing and addressed to a party at the address set forth in the Order. Notices sent in accordance with this Section 28 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next Business Day, if sent after the addressee's normal business hours; and (d) on the third (3<sup>rd</sup>) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.