

## SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (“Agreement”) is made and entered into by and between the Customer identified in the applicable Order Form (“Customer” or “You”) and Fastpath Solutions, LLC (“Fastpath”), having offices at 4093 NW Urbandale Drive, Urbandale, Iowa 50322 (Customer and Fastpath each a “Party” and collectively the “Parties”).

1. **Provision of Service.** Fastpath shall provide a subscription to Fastpath’s online software (the “Service”) as described in the applicable Order Form as executed from time to time by Customer and Fastpath. Each Order Form will be subject to the terms and conditions of this Agreement, together with any other terms attached to the Order Form or incorporated by reference. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by Fastpath to Customer from time to time in its sole discretion for the Service and as identified on the Order Form. Customer agrees that its purchase of the subscription to the Service is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written public documents made by Fastpath with respect to future functionality or features. Subscriptions are for Customer’s internal business operations only and may not be shared or otherwise transferred by Customer to any third party or affiliate of Customer (except Customer affiliates identified on the Order Form) without Fastpath’s prior written consent.

2. **Term.**

a. This Agreement shall commence on the Effective Date, as identified on the initial Order Form, and shall continue until the date the Services referenced in all Order Forms are completed, expired or terminated in accordance with the terms therein or in this Agreement (the “Term”). The initial subscription term of the Service procured by Customer shall continue for the Term specified in the applicable Order Form. Thereafter, the subscription term of the applicable Service shall be extended as set forth in subsequent Order Forms (each successive renewal term a “Renewal Term”). If Customer has not signed and delivered the Order Form to Fastpath regarding an upcoming Renewal Term prior to the expiration of the then current Term, then the subscription term for the applicable Service shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either Party provides written notice of nonrenewal to the other at least thirty (30) days prior to such expiration. In the event of nonpayment by Customer of renewal fees when due, Fastpath has the right to immediately discontinue Customer’s access to the Service without the opportunity to cure as otherwise provided in this Section 2. Fees for subsequent Renewal Terms shall be at Fastpath’s then current pricing or as otherwise provided in the Order Form.

b. A Party may terminate this Agreement (i) for convenience upon thirty (30) days written notice to the other Party; (ii) for cause upon thirty (30) days written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; provided, however, that any such cure period shall be inapplicable to any failure by Customer to pay fees as they become due; or (iii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or payable to Fastpath prior to the effective date of termination. In the event Customer terminates this Agreement for convenience, Fastpath has no obligation to issue Customer a refund of pre-paid fees for any unused Services during the Term.

c. Upon termination or expiration of the Agreement, Customer shall have no rights to continue use of the Service; provided, however, for a period of thirty (30) days after termination or expiration of this Agreement, upon Customer's written request, Fastpath shall make commercially reasonable efforts to provide Customer with a copy of the Customer Data (as defined below) stored within the Service. After such thirty (30) day period, Fastpath may immediately deactivate the applicable Customer accounts and shall be entitled to delete such Customer accounts from Fastpath's "live" site and shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data.

3. **Fees and Payment.** Customer shall pay the fees as specified in the initial Order Form and in future Order Forms to Fastpath. Except as otherwise provided in the Order Form or this Agreement, (i) all fees are quoted and payable in U.S. Dollars; (ii) all fees are nonrefundable; and (iii) all fees are due thirty (30) after the date set forth on the Fastpath invoice. Any payment not received by Fastpath by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Fastpath's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If a Customer's account is overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies, Fastpath reserves the right to immediately suspend the Service provided to Customer, without liability to Customer. Unless otherwise stated, Fastpath's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature including value added, use or withholding taxes (collectively "Taxes"). Customer is responsible for paying all Taxes associated with purchases hereunder, excluding Taxes based on Fastpath's net income or property. If Fastpath has a legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Fastpath with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. **Confidential Information.** In the course of this Agreement, either Party ("Recipient") may learn Confidential Information of the other Party ("Owner"). Recipient will (i) use the same care and discretion to prevent unauthorized disclosure of Confidential Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law, (ii) use the Confidential Information only for purposes of its performance in accordance with this Agreement, and (iii) will disclose Confidential Information to its employees and agents only on a need-to-know basis for purposes of its performance in accordance with this Agreement and provided that Recipient obligates such employees and agents to restrictions of confidentiality and use substantially similar to such obligations under this Agreement. Recipient will not use the Confidential Information in any manner that is competitive with the business of the Owner or is directly or indirectly adverse to the Owner's business interests. Recipient will not disclose Confidential Information to any other third parties unless legally required by judicial process, provided that Recipient gives the Discloser prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the Confidential Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. "Confidential Information" means information, including hard copy or electronic

form, written or oral, in connection with this Agreement, or any discussions between the parties regarding new services or products to be added to this Agreement, including but not limited to: (i) trade secrets and proprietary information; (ii) customer lists, client lists, business plans, information security plans, business continuity plans, requests for proposals or requests for information and responses to such requests that the parties may exchange after the Effective Date, and proprietary software programs; (iii) any “Customer Data”, defined as information submitted to the Service by Customer that can be identified to a particular person; (iv) any other information received from or on behalf of Owner that is marked confidential or that Recipient could reasonably be expected to know is confidential; and (v) Fastpath Information. “Fastpath Information” means Confidential Information for which the Owner is Fastpath, and specifically includes all information and documentation regarding the Service, all software products (including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein), and the terms and conditions of this Agreement. Confidential Information does not include information that the Recipient shows: (i) becomes public through no breach of Recipient; (ii) Recipient rightfully receives from an independent third party without restriction; or (iii) Recipient can verify through written documentation was developed independently or had knowledge of prior to disclosure by Owner. The Parties’ obligations under this section will survive for three (3) years following termination of this Agreement, except for Confidential Information which is a trade secret, which shall be kept confidential by the Recipient perpetually. The obligations under this Section 4 shall survive the termination, cancellation or expiration of this Agreement for any reason.

5. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Fastpath reserves all right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer’s own intranets or otherwise for its own internal business purpose; (iii) reverse engineer the Service; or (iv) access to Service in order to (a) build a competitive product or service; or (b) copy any features, functions or graphics of the Service. As between Fastpath and Customer, Customer exclusively owns all right, title and interest in and to all Customer Data. Fastpath may access certain Customer Data, limited to Customer’s name, email address and phone number, for purposes of responding to Service or technical problems at Customer’s request, and in association with data capture and analysis tools used by Fastpath to run algorithms and provide statistical summaries relating to the use of the Service by Fastpath customers. Fastpath shall have a royalty-free, world-wide, transferrable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancements, requests, recommendations or other feedback provided by Customer relating to the operation of the Service.

6. **Warranties.**

a. Each Party represents and warrants that it has the legal power to enter into this Agreement. Each Party warrants that it will not introduce viruses, Trojan horses, worms, spyware or other malicious code (“Malicious Code”) into the Service and shall indemnify the other for any Claim resulting from a breach of said representation and warranty.

b. Fastpath represents and warrants that:

(1) Fastpath will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (ii) the Service shall perform in accordance with any user guide or service level terms for the Service provided by Fastpath to Customer (the “Service Terms”), as updated from time to time (the foregoing referred to collectively as the “Service Functionality Warranties”);

(2) Fastpath owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein and the Service does not infringe any intellectual property rights of any third party (the foregoing collectively referred to herein as the “IP Warranties”); and

(3) Fastpath’s collection, access, use, storage disposal and disclosure of Customer Data does and will comply with all applicable federal and, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Fastpath conducts annual SOC 1 and SOC 2 reviews to review the suitability of the design and the operating effectiveness of the controls in place around personal security, system resiliency, system monitoring, information security, application change control, and data communications. These annual reviews assesses the following security controls: (a) use of firewalls and monitoring; (b) secure configuration of hardware, devices, and software; (c) corporate policies and training ensure requirements are communicated throughout our organization; (d) control and segregation of access to data and services; (e) change control and monitoring, including testing; (f) malware and virus protection; (g) maintenance and update of software, hardware, and related systems; and (h) regular backups of data (the foregoing collectively referred to herein as the “Security Warranties”). A copy of the SOC 1 and 2 reports may be requested for Customer review.

c. Certain third party providers may now or in the future offer products and services, relating to Customer’s use of the Service and applications (both offline and online) that work in conjunction with this Service, including but not limited to cloud computing services. Fastpath does not warrant any such third party providers or any of their products or services, whether or not such products or services are designated by Fastpath as “certified”, “validated” or otherwise any exchange of data or other interaction between Customer and a third party provider, and any purchase by Customer of any product or service offered by such third party provider, solely between Customer and such third party provider. The warranties set forth in this section are made to and for the Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with any applicable Fastpath user guide, this Agreement and applicable law.

**d. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FASTPATH MAKES NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS PROVIDED HEREIN, FASTPATH DOES NOT REPRESENT THAT CUSTOMER’S USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE WILL MEET**

**CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE SERVICE FUNCTIONALITY WARRANTIES OFFERED BY FASTPATH. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. FASTPATH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTY OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.**

**7. Service Functionality Warranty Remedies.** Customer's sole and exclusive remedy for Fastpath's breach of the Service Functionality Warranties shall be that Fastpath shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Service Terms, and if Fastpath is unable to restore such functionality in accordance with the Service Terms, Customer shall be entitled to terminate the Agreement and receive a prorata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the then current subscription Term. Fastpath shall have no obligation with respect to claims under the Service Functionality Warranties unless notified of such claim within sixty (60) days of discovery of the first instance of any material functionality problem, and such notice must be sent to the following email address: [support@gofastpath.com](mailto:support@gofastpath.com).

**8. Indemnification for IP Warranties and Security Warranties.** Subject to the other provisions of this Agreement, Fastpath shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claim") due to a breach by Fastpath of the IP Warranties as defined in Section 6(b) herein or Security Warranties as defined in Section 6(b) herein, provided that Customer: (i) promptly gives written notice of the Claim to Fastpath; (ii) gives Fastpath sole control of the defense and settlement of the Claim to the extent such settlement does not cause Customer loss or liability; and (iii) provides to Fastpath, at Fastpath's cost, all reasonable assistance in the defense of the Claim. In the event of a Claim due to breach by Fastpath of the IP Warranties, Fastpath may, at its sole option and expense: (i) procure a license that will protect Customer against such Claim without cost to Customer; (ii) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if the foregoing options are not reasonably practicable as determined by Fastpath, terminate this Agreement and refund to Customer all prepaid fees after the date of termination specifically relating to the infringing Service. Fastpath shall have no liability for any Claim to the extent the Claim is based upon: (i) the use of the Service in combination with any other product, service or device not provided by

Fastpath, if such Claim would have been avoided by the use of the Service without such product, service or device; or (ii) the modification of the Service in a manner not recommended or approved by Fastpath, if such Claim would have been avoided had no modification occurred.

THE PROVISIONS OF THIS SECTION 8 SET FORTH FASTPATH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE SERVICE. FASTPATH MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND WITH RESPECT TO THIRD-PARTY PRODUCTS.

9. **Limitation of Liability.** In no event will Fastpath, or its officers, directors, principals, members, shareholders, employees or agents, be liable for or responsible to Customer for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs, loss of use or loss of data or information of any kind, however caused) in connection with this Agreement even if Customer has been advised of the possibility of such damages. Except for performance of Fastpath's indemnification obligations under Section 8, or in the event of Customer's breach of the payment obligations in Section 3 or the proprietary rights provisions in Section 5, in no event will either Party's liability for any claim, whether in contract, tort or any other theory of liability, exceed the amount of subscription fees paid or owed by Customer during the Term in which the Claim arises. This limitation is cumulative, with all payments for claims or damages being aggregated to determine satisfaction of the limit. Fastpath's pricing reflects the allocation of risk and limitations on liability contained in this Agreement. The provisions of this section apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Except for claims relating to proprietary rights or obligations to pay amounts due or owing, neither Party may assert any claim against the other related to this Agreement more than two (2) years after such claim accrued.

10. **Independent Contractor Relationship.** Fastpath is an independent contractor and neither an employee nor agent of Customer. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

11. **Assignment.** Neither this Agreement nor any other obligations of either Party under this Agreement may be assigned or delegated by the other Party without the written consent of the first Party, provided, however, (i) Fastpath may assign this Agreement to any purchaser of all or substantially all of the assets or ownership interest in Fastpath, without obtaining Customer's prior consent, and (ii) Customer may assign this Agreement to any purchaser of all or substantially all of the assets or ownership interest in Customer, provided Customer provides no less than sixty (60) days prior written notice of the proposed assignment to Fastpath. Fastpath shall not unreasonably withhold consent to such proposed assignment unless the proposed assignee of Customer is deemed by Fastpath to be a competitor of Fastpath or in the business of selling products or services that are competitive with the products or services sold by

Fastpath, in Fastpath's sole discretion. This Agreement will be binding upon and inure to the benefit of the Parties, and their respective successors, permitted assigns and legal representatives.

12. **Governing Law; Jurisdiction; Disputes.** This Agreement is made in and will be governed by and construed in accordance with the laws of the State of Iowa. Each Party irrevocably submits to the jurisdiction of any appropriate court within Polk County, Iowa for exclusive jurisdiction with respect to all matters relating to this Agreement. In any litigation, arbitration or other proceeding arising out of or related to this Agreement, the prevailing Party will be entitled to receive its reasonable attorneys' fees, and reasonable costs and expenses.

13. **Injunctive Relief.** The Parties agree that the precise value of the obligations described in Section 4 (Confidential Information) and Section 5 (Proprietary Rights) are difficult to evaluate such that no measure of monetary damages could possibly be established and that, in the event of a breach or threatened breach of any such obligations, a Party's remedy at law would be inadequate, and that the allegedly damaged Party will be entitled to seek temporary and permanent injunctive relief restraining the allegedly breaching Party from such breach or threatened breach. Nothing in this section will be construed as preventing the allegedly damaged Party from pursuing any and all other remedies available to it including the recovery of money damages from the breaching Party.

14. **Waiver.** The failure of either Party at any time to require performance by the other of this Agreement will in no way affect that Party's right to enforce such provision, nor will the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

15. **Severability.** The provisions of this Agreement are intended to be severable. If, for any reason, any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, such provision, as to such jurisdiction, will be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The Parties will replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision.

16. **Survival.** All rights and obligations of the Parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

17. **Notices.** Any notice made in relation to this Agreement will be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail or overnight mail, addressed and delivered to the other Party at the address set for on the Order Form.

18. **Dispute Resolution.** Before initiating legal action against the other Party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either Party may request that each Party designate an officer or other management employee with authority to bind such Party to meet to resolve the dispute or claim. If the dispute is not resolved within thirty (30) days of the commencement of informal efforts under this section, either Party may pursue formal legal action. This section will not apply

if expiration of the applicable time for bringing an action is imminent and will not prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled.

19. **Force Majeure.** With the exception of Customer's obligation to pay amounts due and owing, neither Party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions, third Party networks or other acts or causes reasonably beyond the control of that Party. The Party experiencing the force majeure event agrees to give the other Party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

20. **Entire Agreement.** This Agreement, including the Order Form and Service Terms and any application Addendum, which are incorporated into this Agreement, constitutes the entire understanding between the Parties with respect to all matters contained in this Agreement, and supersedes all oral or written agreements or understandings between the Parties on the matters contained in this Agreement. No modification, addition, waiver or cancellation of any provision of this Agreement will be valid except by a writing signed by both Parties.