

END USER LICENSE AGREEMENT

This End User License Agreement (together with all of its exhibits, this “EULA” or “Agreement”) is entered into by and between you (“You”) on behalf of Customer (as defined below), and Risk Canopy, LLC, a Kansas limited liability company (“Risk Canopy”), as of the Effective Date. Each User (as defined herein) and Risk Canopy may be individually referred to herein as a “Party” and collectively as the “Parties.”

If You agree with all of the terms and conditions of this EULA, please check the “ACCEPT” button at the bottom of the page. By checking the “ACCEPT” button, or accessing or using any part of the Service (as defined below), You understand your acceptance of this EULA as a signed, legally binding contract. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ACCEPTING THIS EULA ON BEHALF OF THE APPLICABLE CUSTOMER (AS DEFINED BELOW), AND YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS EULA, OR DO NOT HAVE FULL AUTHORITY TO BIND CUSTOMER TO THIS EULA THEN DO NOT IN ANY MANNER USE OR PARTICIPATE IN ANY OF THE FUNCTIONALITY OFFERED AS PART OF THE SERVICE.

1. Certain Definitions. For purposes of this EULA, capitalized terms shall have the meanings set forth below or as otherwise defined within the other sections hereof.

(a) “Affiliate” means, with respect to any entity, all persons or entities directly or indirectly controlling, controlled by or under common control with such entity, where control may be by either management authority, contract, or equity interest. As used in this definition, “control” and correlative terms have the meanings ascribed to such words in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

(b) “Applicable Law” means any and all federal, state, local, foreign laws, rules, or regulations (including those of any regulatory or administrative organizations or self-regulatory bodies), applicable to or with jurisdiction over Risk Canopy, User, or any of their respective Affiliates.

(c) “Content” means: (i) the pricing information relevant to potential Transactions (as defined herein) between Risk Canopy and Customer that is a non-deliverable commodity forward, commodity swap or commodity option trade; (ii) any administrative and user manuals; (iii) any marketing materials, written or otherwise, and/or recorded description(s) of the Service, published by Risk Canopy and provided by Risk Canopy to User with the Service; and (iv) any other data and information provided to User through the Service.

(d) “Customer” means the customer of Risk Canopy that entered into a Customer Agreement with Risk Canopy and on whose behalf You are executing this EULA.

(e) “Customer Agreement” means the Master Confirmation Agreement, Side Letter Agreement on Dodd-Frank Compliance, and any other applicable customer agreement(s) entered into between Customer and Risk Canopy.

(f) “Data” means any information inputted into the Service by User, and any information obtained by Risk Canopy in connection with its provision of the Service to User, including but not limited to: (i) any information regarding interactions of User with the Service; (ii) the nature, number, and/or

volume of Transactions entered into by User through the Service; and (iii) information regarding the use of the Service by User.

(g) “Effective Date” means the earlier of User’s: (i) acceptance of this EULA; or (ii) access/use of the Service.

(h) “Intellectual Property” means any: (i) patents, patent applications, patent disclosures, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, moral rights, corporate names, and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs), and data and databases; (iv) trade secrets, know-how; and (v) all other forms of intellectual property, however such intellectual property may arise, in each case whether registered or unregistered, whether first created before or after the Effective Date (including, where applicable, all derivative works of the foregoing), and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. “Intellectual Property Rights” means all rights, title, and interest in and to any Intellectual Property.

(i) “Service” means the online portal located at <https://www.myriskcanopy.com> (or at such other Internet address as Risk Canopy may hereafter designate), for accessing and viewing the Content together with all associated software, systems, applications, APIs, interfaces, electronically generated graphical displays, tools, programs, programming code, and other components thereof, and related documentation, and any and all modifications, customizations, enhancements, suggestions, Feedback (as defined herein), error-fixes, patches, updates, upgrades, and derivative works based on any of the foregoing.

(j) “Transaction” means a trade, exchange or other agreement to perform obligations (including the payment of money) between Customer and Risk Canopy that has been evaluated, negotiated and/or entered into through the Service and whose terms are governed by the Customer Agreement.

(k) “User” means collectively, You (the individual accepting the terms of this EULA on behalf of Customer) and Customer.

(l) “Virus” means any lock, clock, timer, Trojan horse, Easter egg, time bomb, counter, copy protection feature, replication devices or defect (“virus” or “worm” as such terms are commonly used in the computer industry) or other device which might: (i) lock, disable, or erase the Service, Content, or any data contained therein; (ii) prevent the full utilization of the Service by any third party, other customer, or Risk Canopy; or (iii) require action or intervention by Risk Canopy, third parties, Customer or other persons or entities to allow the utilization of the Service to resume.

2. License Grant; Access to Service; Certain Restrictions on Use.

(a) Subject to the terms of this Agreement, Risk Canopy hereby grants User a limited, non-exclusive, revocable, non-transferable license (without the right to sublicense), to access and use the Service solely to view and evaluate the Content and conduct and engage in Transactions as authorized under this Agreement, and for no other purpose. Except for the limited, express license granted to User pursuant to the foregoing sentence, nothing shall be construed to transfer, grant, or confer to User, any ownership or other interests in, rights to, or benefits upon User with respect to the Service. All rights not specifically granted hereunder are reserved by Risk Canopy. User acknowledges and agrees that, as between the

Parties, the operation of the Service (including the selection, arrangement, availability, nature, and scope of the Content), shall be at Risk Canopy's sole discretion.

(b) User acknowledges that Risk Canopy makes the Service available through the Internet or other means, and that access to the Internet and the Service depends on numerous factors, technologies, and systems, many of which are beyond the authority and control of Risk Canopy. User further acknowledges that Risk Canopy may (in its sole discretion), improve or otherwise modify the Service, which may entail Risk Canopy's addition of new features and functions, whether or not by Risk Canopy or by a third party. In accordance with the foregoing, User acknowledges and agrees that certain aspects of the Service may be unavailable at any time(s), and new features and functions require time to implement.

(c) If User sends or transmits any information, communications, or materials to Risk Canopy, its Affiliates, or any third-party service providers suggesting or recommending changes to the Service, or any Preview (as defined herein), including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Risk Canopy shall be free to use such Feedback without regard to any other obligation or limitation between the Parties governing such Feedback. User hereby assigns to Risk Canopy, all rights, title, and interest in and to such Feedback. Risk Canopy may use such Feedback, without any attribution or compensation to any Party or third party. Risk Canopy may use any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Risk Canopy shall not be required to use any Feedback.

(d) Risk Canopy may, in its sole discretion, offer preview, beta or pre-release features or services, prior to their general commercial release ("Previews"), for the purpose of evaluating performance, identifying defects, and obtaining Feedback. Previews will be designated as "preview," "pre-release," "experimental," "beta" or with a similar legend. User may access and use Previews solely for internal evaluation purposes. Risk Canopy, its Affiliates, and any third-party service providers carry no obligation to maintain, assist with, or otherwise provide any services relating to any Preview. Risk Canopy may change or discontinue Previews at any time, without notice, and shall have no obligation to release a final version of any Preview. All information about a Preview, and the Preview itself, shall constitute Risk Canopy's Confidential Information (as defined herein). Any access or use of Previews by User will be at User's sole discretion and risk. Risk Canopy, its Affiliates, and any third-party service provider will not be liable for any damages in connection with User's use of any Previews. Previews are made available on an "as-is" basis, without any warranty, express or implied, of any kind.

(e) The Service provides risk management tools, through which Risk Canopy provides pricing indications for potential Transactions, but Risk Canopy does not guarantee the price, performance, or outcome of any Transaction. User acknowledges and agrees that it is responsible for all information, including all Data, it provides through the Service. Risk Canopy uses the information and Data that User inputs into the Service, to provide potential Transactions to User. Risk Canopy has no ability to confirm whether such information or Data that User provides is accurate or correct. User acknowledges and agrees that Risk Canopy has no responsibility or liability for the information or Data that User provides through the Service. User acknowledges and agrees that neither Risk Canopy nor any of its licensors or Affiliates shall be liable for any Losses (as defined herein) related to User's use of the Service, or responsible for User's inability to access the Service (including any of the Content). Without prejudice to its other rights and remedies (including its termination rights pursuant to Section 12), Risk Canopy may, in its sole discretion at any time, suspend, limit, or otherwise restrict User's access to the Service at any time. Risk

Canopy may immediately terminate this Agreement, suspend, limit, or otherwise restrict User's access to the Service if Risk Canopy learns or believes in its sole judgment that: (i) there exists an actual or potential defect in the Service that may materially impair the reliability, credibility, security, or integrity of the operation thereof; (ii) the Service, or the provision or use thereof, would infringe upon the Intellectual Property Rights of any third party; (iii) the Service or any Transaction has been, or may be used by User, for an unlawful purpose; (iv) User exceeds the scope of the license granted herein; or (v) User consistently does not communicate, or respond to Risk Canopy's communications, regarding the Service or any Transaction within reasonable time frames, which reasonableness shall be in Risk Canopy's sole discretion. In the event of any such suspension of User's access to the Service entirely, Risk Canopy shall immediately cancel all unexecuted Transactions.

(f) User will not itself, and will not permit any other individual or entity to: (i) recirculate, copy, publish, broadcast, display, distribute or otherwise provide the Content, or access to the Service, to any third party, including but not limited to, through written, oral or electronic means, without the prior written consent of Risk Canopy; (ii) disclose to any third party the terms, conditions, or specifications of any Transaction, except as required under Applicable Law or pursuant to a court order; (iii) negotiate any transaction outside of the Service based on the pricing information or other Content provided by Risk Canopy; provided, however, that User may communicate with Risk Canopy outside the Service with respect to Transactions solely for the purpose of discussing the terms of such Transactions so long as User only executes such Transactions with Risk Canopy; (iv) copy, distribute to the public, display publicly, alter, enhance, reverse engineer, decompile, or make derivative works of any part of, or all of, the Service or Content; (v) introduce into the Service any Virus; (vi) use the Service on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; or (vii) otherwise act in a fraudulent, malicious, illegal or negligent manner when using the Service.

(g) User shall not access or use the Service: (i) in a manner that interferes with the use of the Service, disrupts the Service, or could otherwise bring the Service into disrepute; (ii) in any manner that violates any Applicable Law; or (iii) to collect or store Personal Information (as defined herein) about other persons or entities using the Service. User acknowledges that the Service, and any portion of the Service supported by third-party providers, may not always be available, may have varying response times, and/or may experience security breaches. If a disruption of any system or service supporting the Service occurs, then User may not be able to access or use the Service (in whole or in part). Risk Canopy shall have no liability for such disruptions.

(h) User understands that it is responsible for providing, at its own expense, all equipment in good working condition necessary for it to access and use the Service, including, but not limited to, computers, Internet access, telecommunications equipment, and other equipment and software that may be necessary to use or access the Service and/or Content (the "Equipment"). User is solely responsible for any Losses, or other costs incurred as a result of errors made by, or any failure of, the Equipment used to access the Service. User further understands that these Equipment requirements may be changed from time to time by Risk Canopy upon notice to User. User acknowledges and agrees that Risk Canopy shall not be responsible for any problem, error, or malfunction relating to the Service resulting from: (i) User's error; (ii) data entry errors by User; (iii) the failure to perform of any Equipment or any telecommunications service, Internet service provider, or any other third-party communications or technology provider; or (iv) any other failure or problem not specifically attributable to Risk Canopy.

(i) Informational Purposes Only. The information presented on or through the Service or the Content is made available solely for general information purposes. The information provided through the Service, or the Content, does not constitute legal, financial, trading, or accounting advice. Risk Canopy,

its respective Affiliates, and third-party service providers do not warrant the accuracy, completeness, or usefulness of this information. Any reliance User places on such information is strictly at User's own risk. Risk Canopy, its respective Affiliates, and third-party service providers disclaim all liability and responsibility arising from any reliance placed on such materials by User or any other users of the Service, or by anyone who may be informed of any of the contents of the Services or the Content.

(j) **Reliance.** The Service and the Content may include content provided by third-party service providers, including but not limited to materials provided by other third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Content provided exclusively by Risk Canopy, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Risk Canopy. Risk Canopy is not responsible, or liable to User or any third party, for the content or accuracy of any materials provided by any third parties.

3. Log-in Credentials.

(a) User will be issued a unique user ID, password, digital certificate, and/or other digital object(s) necessary to enable User to access the Service (collectively, "Log-in Credentials"). User is responsible for keeping Log-in Credentials confidential. User agrees to use reasonable and customary security procedures designed to ensure the security of Log-In Credentials and prevent unauthorized access to, and use or misuse of, Log-in Credentials and the Service.

(b) User agrees that: (i) Risk Canopy may rely and act upon any instructions and other communications and information set forth in any transmissions under User's Log-in Credentials, without making any further inquiry, without regard to the actual identity of the individual communicating the Data or instructions; and (ii) that all Transactions entered into under User's Log-in Credentials shall be binding upon User. User assumes full responsibility for any and all use, unauthorized use, or misuse of the Service by any individual(s) using User's Log-in Credentials, including any and all Transactions resulting from such use, or misuse, as if such use had in fact been made by User. User acknowledges and agrees that any breach by any individual(s) using User's Log-in Credentials, of any of User's obligations hereunder shall constitute a material breach of this Agreement by User, and User shall be responsible for any such breach. User agrees to be bound by any message or instruction transmitted via the Service, including, without limitation, the execution of Transactions and/or the instruction to change User's Log-in Credentials. User shall change or replace all Log-in Credentials immediately after receipt of instructions to do so from Risk Canopy.

4. Representations and Warranties. User represents, warrants, and covenants on an ongoing basis throughout the Term (as defined herein) of this Agreement that:

(a) User will use the Service only as permitted under this Agreement, and in accordance with the Customer Agreement and all Applicable Law;

(b) User owns all rights title, and interest in and to, or otherwise has the necessary licenses and/or consents required by law or contract to use with respect to the Services, any and all information that User inputs into the Service;

(c) Any and all information that User inputs into the Service shall not infringe or misappropriate the Intellectual Property Rights of any third party;

(d) User is responsible for all verification, maintenance, and reporting of information relating to its use of the Service as required by Applicable Law, the Customer Agreement, and any other agreement

with respect to User's use of the Service;

- (e) User will not knowingly use the Service in an unlawful manner;
- (f) User will not rely on any communication or statement, written or oral, by Risk Canopy as investment advice or as a recommendation to enter into a Transaction through the Service;
- (g) User will exercise its own prudence and discretion, or will consult with its own advisors, in determining whether to engage in a Transaction through the Service;
- (h) User is fully aware of, and accepts the responsibility for, the risks of using the Service and the Content, and of conducting, entering into, or executing Transactions resulting therefrom;
- (i) User shall not introduce, in any way, any Virus into the Service;
- (j) User shall take physical and technical measures to safeguard any and all Log-In Credentials;
- (k) User shall take physical and technical measures to prevent the use of the Service by anyone under the age of eighteen (18) years, and that Client shall prevent such use of the Service by anyone under the age of eighteen (18) years;
- (l) User's use of the Service is for Customer's own account, and not as an agent for any third party;
- (m) Customer has authorized You (the individual accepting the terms of this EULA on behalf of Customer), to enter into this EULA on behalf of Customer and bind Customer to all terms and conditions herein; and
- (n) each time User accesses the Service, it agrees to be bound by this Agreement, and accepts all responsibility for the selection and use of the Service and for any decisions to enter into a Transaction and other decisions made by it based on such use.

5. Transactions.

(a) As between the Parties, User shall be solely responsible for User's performance of any and all Transactions that User enters into via the Service. All Transactions entered into through the Service shall be binding upon acceptance by Risk Canopy.

(b) User acknowledges that Risk Canopy does not in any way represent that either Risk Canopy or the Service is registered with, or designated, recognized, licensed, or approved by the Commodity Futures Trading Commission (the "CFTC"), the National Futures Association, or any other regulatory authority in the United States of America.

6. Information Requests / Regulatory Compliance. User hereby acknowledges and agrees that Risk Canopy may provide to the CFTC, any other relevant regulatory authority, and/or a court of competent jurisdiction: (a) access to the Service; (b) information regarding all Transactions conducted; and (c) information and other Content posted on the Service. User shall cooperate with Risk Canopy in providing any information to the CFTC, any relevant regulatory agency request, or order from a court of competent jurisdiction.

7. Use of Data.

(a) Access to Transaction Information. User acknowledges and agrees that, as between the Parties, the operation of the Service shall be at the sole discretion of Risk Canopy. Other than Content made generally available to all users of the Service, User shall have access only to Content related to the Transactions in which User engages through the Service.

(b) Use of Data. Risk Canopy may use, publish, sell, distribute, or otherwise commercialize any Data; provided, however, that such Data and other information will be combined or aggregated with information relating to information derived from other sources, in each case, such that any published information will be displayed in a manner designed to prevent attribution to User.

(c) User acknowledges and agrees that, as between the Parties, Risk Canopy solely and exclusively owns and retains all right, title, and interest in and to the Service and the Content, inclusive of all Intellectual Property Rights. Any suggestions, improvements, or modifications communicated to Risk Canopy regarding any features, functionality, or performance related to the Service or any of the Content, shall belong to Risk Canopy. Upon Risk Canopy's reasonable request, User shall promptly execute any further documents, including assignments, and take such other actions (for no additional consideration), to confirm the rights of Risk Canopy.

(d) Personal Information. "Personal Information" means any information that is protected as "personal data," "personally identifiable information," "personal information," or a comparable term under any Applicable Law. Risk Canopy will implement and maintain administrative, physical, and technical safeguards to protect Personal Information that take into account the state of the art, the costs of implementation, and the nature, scope, contact, and purposes of processing Personal Information. Risk Canopy may share Personal Information with its Affiliates and third-party service providers as needed to provide the Service, and User agrees that Risk Canopy (and such third parties) may use, store, or otherwise process any Personal Information provided by User in connection with its use of the Service. User represents and warrants to Risk Canopy that User took all necessary actions, and procured all necessary authorizations, licenses, and consents required under Applicable Law for the transfer of the Personal Information to Risk Canopy, its Affiliates, and third-party service providers for such use as contemplated by this Agreement, including the communication of such Personal Information in any jurisdiction, including jurisdictions that may not provide the same protections for Personal Information as those that apply in User's jurisdiction(s). User acknowledges and agrees that Personal Information may be processed in accordance with Risk Canopy's policies (including audit, risk, credit, compliance, and financial reporting). User acknowledges and agrees that Personal Information may be processed for corporate governance purposes, internal control functions, financial/risk management, reporting to regulators and governmental authorities, and compliance with legal and regulatory obligations, the provision of customer service(s), and effective group-wide management of Risk Canopy's relationship with Customer.

8. Confidentiality.

(a) For the purpose of this Agreement, "Confidential Information" shall mean any and all information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") and not generally known by the public. Without limiting the foregoing, the Service, the Content, and all information relating to the Service, Data, and associated software and data sets generated from the use of the Service, shall, as between the Parties, constitute Confidential Information of Risk Canopy. For the avoidance of doubt, it shall be permissible to report data created from, or used in, any Transaction, to a swap data repository or other trade repository as required pursuant to Applicable Law, and information relating to any Transaction shall not cease to be Confidential Information by virtue of such reporting.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can demonstrate through written records: (i) was known to Receiving Party prior

to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the Receiving Party or any third party; (iii) has been rightfully received from a third party that was authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party without the use of, or reference to, any Confidential Information or impressions thereof, including but not limited to notes taken regarding Confidential Information, derivative works made from Confidential Information, or summaries of Confidential Information; (v) has been approved for release by the Disclosing Party's prior written authorization; or (vi) is required or requested to be disclosed by regulatory or self-regulatory authority, legal authority, court order, or Applicable Law; provided, however, that the Receiving Party shall provide prompt, advance, notice thereof (if legally permitted and reasonably practicable) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. User acknowledges and agrees that, pursuant to Risk Canopy's regulatory requirements, Risk Canopy may retain Data and other information, including, without limitation, Transaction amounts, prices, rates, and other Transaction-related details, disclosed by User in the course of User's use of the Service.

(c) Receiving Party agrees that it will not use any Confidential Information belonging to the Disclosing Party except as expressly permitted under this Agreement. Without limiting the generality of the foregoing, User expressly agrees that it will not use the Confidential Information of Risk Canopy in any manner to compete with Risk Canopy, or seek to apply for any form of Intellectual Property Rights based upon any such Confidential Information. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own information of a confidential or proprietary nature, but in no circumstances less than reasonable care.

(d) Except as otherwise provided herein, Receiving Party shall not disclose Confidential Information provided to it by Disclosing Party, except as provided in in this Agreement, other than to its employees and agents who need access thereto in order to affect the intent of this Agreement. Subject to the foregoing, Receiving Party shall take any and all measures necessary to ensure that any employees or agents who need access to such Confidential Information to affect the intent of this Agreement are aware of the confidential nature of the Confidential Information, and subject to terms and conditions at least as restrictive as the terms and conditions regarding Confidential Information set forth in this Agreement.

(e) Receiving Party acknowledges that the disclosure of Confidential Information provided by the Disclosing Party constitutes a breach of this Agreement and could cause special, unique, unusual, extraordinary, and irreparable harm to the Disclosing Party, the extent of which would be difficult to ascertain. Accordingly, the Parties agree that, in addition to any other remedies to which the non-breaching Party may be legally entitled, the non-breaching Party shall have the right to seek and obtain immediate injunctive relief, without the necessity of posting bond, in the event of a breach of this Section 8 by the other Party or its respective Affiliates, employees, agents, or independent contractors. For avoidance of doubt, a claim for breach of this Section 8 can exist independently of any relief for misappropriation of trade secrets, and any claim for breach under this Section 8 shall not require proof that any such Confidential Information at issue satisfies any definition to qualify as a trade secret.

9. Indemnification. User will indemnify, defend, and hold Risk Canopy and its owners, partners, members, directors, officers, employees, agents, Affiliates, successors, and assigns (each, a "Indemnified Party" and, collectively, the "Indemnified Parties") harmless from and against any and all damages, liabilities, losses, and reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation, or proceeding (each, an "Action") brought against an Indemnified Party based on: (a) User's breach of this Agreement, including breach of any of User's representations and warranties hereunder; (b) User's non-performance of any obligation of any Transaction; (c) User's authorized or unauthorized use of the Service or any aspect thereof; (d) the lack of authenticity, or the unenforceability, of any Transaction entered into by User through the Service; (e) any failure on the part of User to comply with any Applicable Law; or (f) any inaccuracies of the Data. The settlement of any Action involving an

Indemnified Party shall be subject to the applicable Indemnified Party's prior written consent (such consent not to be unreasonably withheld). The Indemnified Party may, at its sole expense, employ the use of outside counsel to participate in and/or control the Indemnified Party's defense without waiver of User's indemnification obligations hereunder.

10. Disclaimer.

THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, AND RISK CANOPY DOES NOT REPRESENT OR WARRANT THAT RISK CANOPY, ITS AFFILIATES, OR ITS THIRD-PARTY SERVICE PROVIDERS: (A) WILL PROVIDE THE SERVICE OR THE CONTENT ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE; (B) THAT THEY, THE SERVICE, OR THE CONTENT WILL MEET USER'S SPECIFIC NEEDS; OR (C) THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT, SOFTWARE, OR NETWORK PROVIDED OR USED BY USER. RISK CANOPY, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS MAKE NO REPRESENTATIONS WHATSOEVER THAT USER OR RISK CANOPY WILL ACTUALLY ENTER INTO ANY TRANSACTION, OR WILL PERFORM ANY TRANSACTION.

RISK CANOPY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND/OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING RISK CANOPY, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS NEITHER MAKE ANY REPRESENTATION OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY COMPONENTS OF THE SERVICE OR THE CONTENT NOR ASSUME ANY RISKS ASSOCIATED WITH USER'S USE OF AND/OR ACCESS TO THE SERVICE. USER EXPRESSLY ASSUMES ANY RISKS ASSOCIATED WITH USER'S USE OF AND/OR ACCESS TO THE SERVICE.

TO THE EXTENT RISK CANOPY MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF LAW, THE PARTIES AGREE THAT THE SCOPE AND DURATION OF ANY SUCH WARRANTY SHALL BE THE MINIMUM SCOPE AND DURATION OF SUCH WARRANTY THAT IS THEN-PERMITTED UNDER APPLICABLE LAW.

11. Limitation of Liability.

IN NO EVENT SHALL RISK CANOPY BE LIABLE TO USER, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES RELATING TO, OR ARISING OUT OF, THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, THE BASIS OF THE CLAIM, OR WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS AGREEMENT SHALL NOT BE CONSTRUED TO EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RISK CANOPY'S TOTAL LIABILITY UNDER THIS AGREEMENT THAT ARISES FOR ANY REASON SHALL BE, IN THE AGGREGATE, LIMITED TO THE FEES ACTUALLY PAID (IF ANY) TO RISK CANOPY OVER THE PRECEDING THREE (3) MONTHS PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OR ACTION FROM WHICH THE INSTANT LIABILITY AROSE.

12. Term and Termination.

(a) Initial Term. The “Term” of this Agreement shall commence on the Effective Date and shall continue until a termination is affected by either Party pursuant to this Section 12 or Section 15(c).

(b) Termination. Risk Canopy may terminate this Agreement at any time upon at least thirty (30) calendar days’ prior written notice to User.

(c) Immediate Termination or Suspension. Notwithstanding any other provision of this Agreement, Risk Canopy may at any time and upon delivery of written notice to User, terminate or suspend this Agreement, in whole or in part: (i) pursuant to Section 2(e) herein; (ii) if User becomes insolvent; (iii) if User becomes the subject of a petition in bankruptcy that is not withdrawn or dismissed within sixty (60) calendar days thereafter; (iv) if User makes an assignment for the benefit of creditors; or (v) User materially breaches any of its obligations hereunder and fails to cure such breach within fifteen (15) business days after Risk Canopy provides written notice thereof.

(d) Effect of Termination. Upon termination of this Agreement, User shall promptly: (i) cease all access/use of the Service and the Content; (ii) destroy all Log-in Credentials and Confidential Information disclosed by Risk Canopy in User’s possession or control, except as required to be maintained for regulatory compliance purposes under Applicable Law; (iii) certify such destruction to Risk Canopy in writing within fifteen (15) calendar days of the termination of this Agreement; and (iv) pay to Risk Canopy, within fifteen (15) calendar days, all fees and expenses due through the date of termination. Termination of this Agreement shall not affect any outstanding obligations and responsibilities arising from any Transactions that User entered into prior to the date of termination. Termination shall not affect Risk Canopy’s entitlement to any fees and expenses due hereunder, or additional remedies related thereto provided in law or equity.

13. Governing Law and Jury Trial Waiver. This Agreement will be governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to its conflicts-of-laws principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Kansas City, Kansas for the adjudication of any case or controversy arising under this Agreement, and the Parties (having had the opportunity to consult with independent counsel) hereby knowingly and voluntarily waive their right to a trial by jury in any such litigation.

14. Injunctive Relief. Notwithstanding anything to the contrary herein, in the event of a violation or threatened violation of Sections 2, 3, 4, 5, 7, or 8 of this Agreement by User, the Parties hereby agree that damages may be an inadequate remedy, and that any such breach may cause great and irreparable injury and damage to Risk Canopy. In accordance with the foregoing User agrees that Risk Canopy shall be entitled, without waiving any additional rights or remedies otherwise available at law or in equity, to seek injunctive and other equitable relief, without the requirement to post bond, from a court of competent jurisdiction in the event of a breach or intended or threatened breach by User of any of Sections 2, 3, 4, 5, 7, or 8.

15. Miscellaneous.

(a) Force Majeure. Except with respect to any obligations to make payments, any delay or failure of performance by either Party will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such Party, including, but not limited to, acts of God, acts of civil or military authorities, civil disturbances, war, terrorism, strikes or other labor disputes, fires, other natural or manmade catastrophes, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third-party hardware or software supplier or a third-party communications provider, power outages, and government restrictions (each a “Force Majeure Event”). Upon any such

Force Majeure Event, the obligations under this Agreement of the Party affected by such Force Majeure Event shall be postponed for such time as the performance of such Party is suspended or delayed on account thereof. The affected Party shall promptly notify the other Party upon learning of the occurrence of such Force Majeure Event. Upon the cessation of such Force Majeure Event, the affected Party will use commercially reasonable efforts to resume its performance with the least delay practicable. In the event that a Force Majeure Event lasts for a period longer than thirty (30) days, Risk Canopy may immediately terminate this Agreement upon written notice to User.

(b) Entire Agreement. Except for the Customer Agreement, this Agreement constitutes the entire agreement between the Parties relating to the subject matter herein and supersedes all proposals, negotiations, and discussions, oral or written, relating to the subject matter herein. If the terms and conditions of this Agreement conflict with the terms and conditions of the Customer Agreement, then the Customer Agreement shall control.

(c) Amendments. Risk Canopy may, from time to time, give User written notice of an amendment to this Agreement. Any such amendment will automatically become effective as specified in such notice; provided, however, that User shall have fifteen (15) calendar days to reject any amendment to this Agreement that materially increases the obligations of, or costs to User hereunder, by giving Risk Canopy notice of User's immediate termination of this Agreement pursuant to this Section 15(c). Such termination by User shall immediately trigger the effects of Section 12(d) herein. In the event that User exercises its right to reject an amendment, Risk Canopy may immediately terminate this Agreement upon Risk Canopy's provision of written notice to User. For the avoidance of doubt, an amendment will not retroactively eliminate or modify any right(s) User has under the Agreement without User's express written agreement.

(d) Assignment; No Waiver. User may not license, sublicense, delegate, assign, transfer, or otherwise dispose of this Agreement, or any rights or obligations hereunder, whether or not by operation of law, without the express prior written consent of Risk Canopy. Any act in violation of the foregoing shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns. The failure of either Party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any rights afforded to that Party hereunder. The waiver of any rights granted under this Agreement, to either Party, may only be waived by the waiving Party in a writing signed by the waiving Party.

(e) Severability. If any provision of this Agreement shall be held or made invalid by any court of competent jurisdiction, statute, Applicable Law, or otherwise, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The illegality, invalidity, or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction.

(f) Survival. The obligations contained in Sections 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination or expiration of this Agreement.

(g) Headings; Interpretation. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. As used herein, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used herein, the terms "herein," "hereunder," and "hereof" refer to the whole of this Agreement, the terms "include," "includes," or "including" shall be deemed to be followed by the words "without limitation," and "or" is disjunctive but not necessarily exclusive. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation of this Agreement. Any

ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspellings will be corrected to give maximum effect to the intent of this Agreement.

(h) Independent Contractors; No Agency. The Parties hereto are independent contractors with respect to each other, and neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

(i) No Third Party Beneficiary. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on any entity or person that is not a party to this Agreement or the Customer Agreement. Nothing in this Agreement shall be considered or construed as imposing any obligations with respect to entities or persons that are not parties to this Agreement or the Customer Agreement.

(j) WARRANTY AND LIABILITY DISCLAIMERS. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY AND LIABILITY DISCLAIMERS, AND REMEDY LIMITATIONS CONTAINED IN THIS AGREEMENT CONSTITUTE A MATERIAL BARGAINED FOR BASIS OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.