

ENGINE MASTER SERVICES AGREEMENT

This Engine MASTER SERVICES AGREEMENT (this “**Agreement**”) between ML Enterprise Inc., d/b/a Engine by MoneyLion (together with its affiliates, representatives and subsidiaries, “**Engine**”) and company, as indicated on the applicable Subscription or as registered through the Engine Control Center, (“**Company**”) as of the effective date of the applicable Subscription or on the date accepted electronically by Company, whichever applies, (the “Effective Date”) and governs the provision and use of Engine Platform, as defined below, and related financial and insurance products and services as identified in an applicable Subscription order.

Definitions

“Artificial Clicks” means any action Engine deems to have been produced by any automated, computerized or machine driven process.

“Company Sites” means websites, mobile sites, mobile applications, affiliated publisher network, and other acquisition channels or integration points owned, operated, or managed by Company.

“Consumers” means natural persons or individuals.

“Consumer Data” means any data about a Consumer or Lead collected through the Engine Platform.

“Control Center” means the Engine technology used to access the Engine Platform and Services.

“Company Content” means the data, images, or other information Company provides to Engine through the Engine Platform, Control Center, or Engine technology. Company Content may include, but is not limited to, information and metrics concerning marketing campaigns placed by Company on Company Sites and feedback.

“Engine Content” means all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials displayed on, contained within, or downloadable through the Engine Platform (including the API) and/or the Control Center. Engine Content may include, but is not limited to, reports, information and metrics concerning marketing placements or Subscriptions accessed through the Control Center.

“Engine Platform” means Engine’s proprietary technology, the Engine API, data, applications, features, products, services, documentation, reporting, Intellectual Property and other related material.

“Financial Institutions” means the financial institutions and agents in Engine’s network.

“Financial Product(s)” means the financial products described in the applicable Subscription.

“Insurance Carriers” means the insurance carriers and agents in Engine’s network.

“Insurance Product(s)” means the insurance products described in the applicable Subscription.

“Intellectual Property” means any works, designs, materials, software, trademarks, trade names, inventions, copyrights, algorithms, know-how, and trade secrets of a Party.

“Leads” means Consumers interested in obtaining financial or insurance offers from Engine’s Financial Institutions or Insurance Carriers through the Engine Platform.

“Personally Identifiable Information” means any information relating to an identified or identifiable visitor using the Engine Platform. An identifiable visitor is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental economic, cultural or societal identity of that person.

“Reports” means any and all reports provided to or accessed by Company through the Engine Platform, Control Center and/or Services.

“Services” means Engine’s products, Reports, professional services and other services provided by Engine through the Engine Platform.

“Subscription” means the subscription order which describes Company’s access to and use of the Services, including fees and pricing terms.

1. Licenses and Services Description.

1.1. The Services. Subject to the terms of this Agreement and the applicable Subscription between the Parties referencing this Agreement, Engine will deliver the Services set forth in each Subscription for use solely in accordance with the Agreement. The Services may be provided by Engine through the Engine Platform, including the Control Center, or a combination thereof. The Services may, among other things, collect data about Consumers and identify and collect data from Leads for the purpose of providing the Services and for Engine’s internal purposes. In the event that Engine ceases to operate the Control Center, terminates or suspends Company’s access to Control Center or any other Engine technology, this Agreement and any Subscription current and in effect shall continue to remain in effect

until terminated in accordance with the terms of this Agreement. Engine will deliver the Services set forth in each Subscription for use solely in accordance with the Agreement. Engine retains ownership of and does not sell, but licenses, its Services.

1.2. Platform License. Engine grants to Company a limited, worldwide, non-exclusive, non-sublicensable, royalty-free, non-transferable and revocable license to display and use (i) the Engine Platform that Engine makes available to Company under a Subscription and (ii) Engine's Intellectual Property as permitted by Engine, in each case subject to any additional terms set forth in the Subscription. The Company will not, directly or indirectly: reverse engineer, reverse assemble, decompile or disassemble all or any portion of the Engine Platform or the Services; modify, alter in any fashion, translate or create derivative works or additional products or services based on the Engine Platform or the Services; copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Engine Platform or the Services; attempt to discover any source code of the Engine Platform or the Services; or sell, assign, sublicense, or otherwise transfer any right in the Engine Platform or the Services.

1.3. Company Content License. Company grants to Engine a limited, worldwide, non-exclusive, non-sublicensable, royalty-free, fully-paid up, non-transferable and revocable license to display and use the Company content provided for use in the Services under this Agreement and any applicable Subscription and to Company Intellectual Property provided by the Company for use in connection with the Services.

1.4. Financial Institution Offers. Engine is responsible for contracting with Financial Institutions for the Financial Product offers to be provided through the Services. Company acknowledges that as part of the Service, Engine will provide Consumer Data to the Financial Institutions who are subject to the GLBA and other applicable laws and regulations and who will use such Consumer Data to make offers of the Financial Products to individuals as provided under the Agreement. Company acknowledges that data provided to Company using the Services to make offers to Consumers and any Reports or information provided through the Services contain proprietary information of Engine, its Financial Institutions, and third parties and Company agrees that Company will not use the information contained in the Reports for any purpose other than as permitted under Section 1.6 of this Agreement.

1.5. Insurance Offers. Engine, or one of its Affiliates, is responsible for contracting with Insurance Carriers for the Insurance Product offers provided through the Services. In the event Company has relationships with Insurance Carriers, subject to Engine's compliance and business requirements for Insurance Carriers, Engine will work with Company and such Insurance Carriers to incorporate the Insurance Products of such Insurance Carriers under the Subscription with Company. Company acknowledges that as part of the Services, Engine will provide Consumer Data to Insurance Carriers who

are subject to the GLBA, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws and regulations, including applicable State laws and regulations, and who will use such Consumer Data to make offers of the Insurance Products to individuals as provided under the applicable Subscription and this Agreement.

1.6. Reporting. Engine may furnish certain Reports to Company under this Agreement as described in the applicable Subscription. Company hereby agrees that it (i) will not use the Engine Content or Reports for any purpose other than for making offers to Consumers; (ii) will not use the Engine Content contained in Reports for any purpose other than for internal use of Company, and not for resale or provision to any third party; and (iii) will use the Engine Content solely for analysis and optimization of marketing of offers of the Financial and Insurance Products offered under the applicable Subscription. Notwithstanding the foregoing, the recommendation score ("Rec Score") provided in the Engine Content or Reports is Engine Content and may not be used by Company for any purpose other than as permitted by this Agreement. Company acknowledges that in all cases it shall use any and all Engine Content in accordance with any applicable privacy policies, privacy regulations, and other applicable law.

1.7. Marketing and Promotion of Services. The Company will market the Financial and Insurance Products and provide Leads to Engine through Company Sites and other touchpoints, as may be identified in the applicable Subscription. Company will use commercially reasonable efforts during the Subscription Term to integrate and promote the Engine Platform, and Engine's Services, on contextually relevant and other mutually agreed-upon areas of the Company Sites or touchpoints and as may be defined in the applicable Subscription. Company will not implement any advertisement or promotion relating to the Engine Platform or Engine without the advance written consent of Engine.

1.8. Prohibited Practices. Company will not engage in, and Engine will not pay fees in connection with traffic generated by, any of the following prohibited practices ("Prohibited Practices"), which include, but are not limited to (i) incentivizing or including offers to pay Consumers for clicking or interacting with the Engine Services; (ii) artificially or otherwise inappropriately or fraudulently inflating compensable actions by any method or using any device; (iii) generating any compensable payout actions from non-U.S. sources in any month; (iv) directly or indirectly permitting or causing any of its systems, employees, agents or contractors to generate Artificial Clicks and shall immediately notify Engine if it has any reason to believe that Artificial Clicks might be occurring; and (v) violating any law, rule or regulation in connection with any third-party contract, terms or guidelines. In addition, Company shall not bid on or attempt to purchase any search query terms which include any Engine Intellectual Property, or any variations, typos or misspellings, for any search engine optimization, search engine marketing or paid search purpose. In the event Engine has made payments with respect to any Prohibited Practices, Engine

shall have the right to immediately terminate this Agreement and any applicable Subscription without notice and to immediately invoice Company for any Fees dues and payable under the applicable Subscription, in Engine's sole discretion. Company agrees to pay Engine for any amounts owed under this Section 1.8 within five (5) days of receipt of invoice by Company.

2. Representations and Warranties.

2.1 Company Representations and Warranties. Company represents and warrants, that (i) Company has all necessary rights and authority to enter into the Agreement, to grant the rights and licenses thereunder, and to carry out its obligations under the Agreement; (ii) Company shall at all times comply with all applicable foreign, federal, state and local statutes, laws, ordinances, regulations, rules and any other applicable requirements and guidance of any government agency or instrumentality, including the Consumer Financial Protection Bureau, as such may be amended, modified or supplemented from time to time, and applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions ("Applicable Law"); (iii) performance of its respective obligations hereunder do not and will not violate any agreement, terms of use or privacy policies to which Company is a party or by which it is otherwise bound; (iv) for Consumer Data collected under this Agreement, Company shall comply with any and all required documentation and language for any and all authorizations, consents, disclaimers, and Consumers disclosures or notices provided by Engine to the Company and obtain all necessary consents related thereto; (v) Company will obtain any and all required consents from Consumers under applicable law prior to sharing any Consumer Data with Engine; and (vi) Company is responsible for the development, operation, and maintenance of the Company Sites and for all content and materials that appear on the Company Sites including the technical operation of the Company Sites and all related equipment, text on the Company Sites, and the accuracy of content and materials on the Company Sites, including ensuring that content and materials on the Company Sites do not violate or infringe upon the rights of any third party and are not libelous or otherwise violate Applicable Law.

2.2. Engine Representations and Warranties. During the Term of this Agreement, Engine represents and warrants that it (i) has all necessary rights and authority to enter into the Agreement, to grant the rights and licenses thereunder, and to carry out its obligations under the Agreement; (ii) that performance of its obligations under this Agreement will not to Engine's actual knowledge violate the terms of any agreement to which Engine is a party or other terms by which Engine is bound; and (iii) will comply with any and all Applicable Law in performing its obligations hereunder.

3. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN SECTION 2, EACH PARTY MAKES NO OTHER REPRESENTATIONS

OR WARRANTIES. THE ENGINE PLATFORM AND ANY OTHER ENGINE SERVICES ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. ENGINE MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY OR COMPLIANCE STATUS OF THE ENGINE PLATFORM AND ITS SERVICES.

4. Confidential Information and Data.

4.1. As used in this Agreement, “Confidential Information” means any information or data, regardless of whether it is in tangible form and whether or not disclosed prior to during the Term of this Agreement, disclosed or provided by a Party, (“Disclosing Party”) to the other Party (“Receiving Party”), relating to the business of the Disclosing Party or its affiliates, including information or data related to the terms and conditions of this Agreement, business plans, pricing, metrics, network coverage, marketing plans, products, proprietary business practices, policies, procedures, finances, sales, markets, strategies, technologies, research and development, concepts, methods, customers and employees that is not generally ascertainable from public or published information or sources, and all information, data, analyses, compilations, studies, notes, memoranda, or other documents prepared by the Receiving Party based on the Disclosing Party’s Confidential Information.

4.2. The Receiving Party will keep confidential, will not disclose, sell or transfer or otherwise use in any manner other than as necessary to exercise its rights and perform its obligations under this Agreement, and will protect from unauthorized use, disclosure, sale or transfer by its employees, contractors and agents, the Confidential Information and all copies or physical embodiments of the Confidential Information, and will limit access to the Confidential Information to those of its employees, contractors and agents who require such access in connection with the Receiving Party’s use as permitted by this Agreement. The Receiving Party is responsible for all acts and omissions of its contractors and agents relating to the Confidential Information of the Disclosing Party as if it acted or omitted from acting itself. The Receiving Party will secure and use reasonable measures to protect the confidentiality and security of the Confidential Information and any and all copies and other physical embodiments of the Confidential Information. Upon termination of this Agreement, upon request of the Disclosing Party, the Receiving Party will promptly return the Confidential Information to the Disclosing Party or, if authorized by the Disclosing Party, destroy the Confidential Information and will certify to the Disclosing Party that such return or destruction has taken place, provided that Receiving Party may retain one copy of Confidential Information for regulatory compliance purposes. Promptly upon discovery that any person

has acquired possession, use or knowledge of any part of the Confidential Information other than as authorized by this Agreement, the Receiving Party will notify the Disclosing Party of such fact and the surrounding circumstances and follow any instructions of the Disclosing Party to address such unauthorized disclosure or acquisition of Confidential Information.

4.3. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of this Agreement, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Confidential Information or (e) is required to be disclosed by Applicable Law. In the event that the Receiving Party is required by law to make any disclosure of any of the Confidential Information of the Disclosing Party, by subpoena, judicial or administrative order or otherwise, the Receiving Party shall, unless prohibited by law or law enforcement, first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at Disclosing Party's expense.

4.4. Consumer Data. With respect to any data collected directly by Company directly from its Consumers or through the Company Sites, or other touchpoints, Company controls the unaltered data uploaded or otherwise input into the Services by Consumers via the Company Sites, or other touchpoints (the "Company Consumer Data"). Company acknowledges that in all cases it shall use any Consumer Data in accordance with any applicable privacy policies under which such data was collected. Company hereby grants to Engine a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable right and license to the Company Consumer Data to: (i) copy, distribute, display, modify and use the Company Consumer Data to perform Engine's obligations under this Agreement including providing data to Financial Institutions and Insurance Carriers in order for such Financial Institutions and Insurance Carriers to provide offers of Financial and Insurance Products to Consumers; (ii) copy, modify and use the Company Consumer Data in connection with Engine's internal operations, including, but not limited to, operational analytics and reporting, internal analysis, audit functions, and development, diagnostic and corrective purposes; (iii) create anonymized (i.e., no personally identifiable information) and aggregated data from the Company Consumer Data, and copy, distribute, display, modify and otherwise use such anonymized and aggregated data; and (iv) to retain Company Consumer Data to comply with any legal or regulatory requirements. Any Consumer Data obtained directly by Engine, or on a site hosted by Engine, or through a means other than through Company, the ("Engine Consumer Data") are controlled by Engine and no rights are granted to Company by Engine regarding such Consumer Data under this Agreement. Engine shall have and retain any other rights it may have to use any Engine Consumer Data. Company

shall have and retain any rights to Consumer Data collected by Company under the Company's own privacy policy and to which it may have access through the Services. Company acknowledges and agrees that Engine Consumer Data and Company Consumer Data may contain the same data pertaining to a consumer, and that each Party controls its own Consumer Data collected directly from a Consumer.

4.5. Engine Confidential Information. Company acknowledges that Engine's Confidential Information and relationships with Consumers and its Financial Institutions and Insurance Carriers are valuable business assets and recognizes that Engine has proprietary relationships with its Financial Institutions and Insurance Carriers. Company agrees for itself and its affiliates and each of their owners, directors, managers, officers, employees, agents, contractors and representatives not to use any Engine Confidential Information provided hereunder, including Reports, pricing, contact information etc., to establish or attempt to establish a direct relationship with Engine's Financial Institutions or Insurance Carriers for the purposes of sourcing Leads, provided, however, that Company can establish by clear and convincing evidence that such relationship was separately developed without reference to or use of Engine's Confidential Information.

5. Security. To the extent that either Party has access to Personally Identifiable Information as part of Consumer Data hereunder, such Party will implement and maintain reasonable security procedures and practices with respect to the Consumer Data in accordance with the terms of this Agreement and any Applicable Privacy and Data Security Laws (as defined below). For purposes of this Agreement, "Applicable Privacy and Data Security Laws" means the following: (i) all privacy, security, and data protection laws, rules and regulations of any applicable jurisdiction, and all then current industry standards, guidelines, and practices with respect to privacy, security, and data protection including the collection, processing, storage, protection, and disclosure of personal information, and (ii) the applicable privacy policies of either Party as well as Engine's policies and guidelines applicable to any of the foregoing provided to Company in written form from time to time.

6. Intellectual Property. Unless otherwise specified in this Agreement, Engine (or its third party licensors) own exclusively all Intellectual Property that Engine supplies or licenses to Company relating to the Services, the Engine Platform, even if it was created or modified for or suggested by Company, including any and all feedback. Company owns and reserves all right, title, and interest in Company Intellectual Property. In addition to any other rights granted to Engine under this Agreement, Company grants to Engine a limited, worldwide, non-exclusive, non-sublicensable, royalty-free, fully-paid up, non-transferable and revocable license to display and use the Company Intellectual

Property or any other content provided by Company related to or for use in the Services, and the Engine Platform under any Subscription.

7. **Indemnification.** Each Party ("Indemnifying Party") agrees to indemnify and hold harmless the other Party and its affiliates and each of their owners, directors, members, officers, managers, employees, successors and permitted assigns (collectively, "Indemnified Party") from and against all liabilities, damages, losses, penalties, fines, fees (including attorney's fees), costs and expenses incurred by the Indemnified Party resulting from any third-party claims, actions or proceedings alleging (a) that any intellectual property provided by the Indemnifying Party infringes a third party's patent, copyright, trademark, or trade secret; (b) a breach by the Indemnifying Party of any of its representations, and warranties in Section 2 or (c) a breach by Indemnifying Party of Section 4.

8. **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM A BREACH OF LICENSE, BREACH OF CONFIDENTIALITY, BREACH OF REPRESENTATIONS OR WARRANTIES IN SECTION 2 OR A PARTY'S INDEMNIFICATION OBLIGATIONS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS OR DATA), WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT WILL THE TOTAL LIABILITY EXCEED THE AGGREGATE AMOUNT OF NET FEES PAID AND/OR DUE TO OR FROM THE PARTIES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS SECTION 8 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Fees & Payment**

9.1. **Fees.** The Parties will pay the Fees based on Engine's pricing then in effect as reflected in the applicable Subscription under the Engine Control Center ("Fees"). Each Party shall be responsible for payment of any taxes owed by such Party.

9.2. **Payment.** Company agrees to set up payment through Engine's payment processor or as otherwise indicated in the applicable Subscription order. Company will provide Engine and Engine's payment processor with valid contact and other payment information for the necessary processing of such Fees. If Company provides Engine's payment processor with credit card information, Company authorizes a charge for the Services provided through the Control Center and pursuant to Company's applicable Subscription. Company agrees to keep its payment information current and up to date. In the

event of a missed payment, Engine will notify Company and Company will have five (5) days to cure the nonpayment. If no payment is received following the cure period, and in addition to any other remedy that may be available to Engine, the amount due will bear interest at the rate of 2.5% per month. In addition, Engine reserves the right to suspend or discontinue Company's Subscription and access to the Control Center and Engine Services. Engine may offer alternative payment methods directly through Engine, in Engine's sole discretion, and if available, this option will be communicated to Company by Engine.

10. Term and Termination.

10.1. Term. The term of this Agreement commences on the Effective Date and continues so long as a Subscription is in effect or until terminated in accordance with this Agreement. Unless otherwise agreed to by the Parties, the Term of each Subscription is reflected in the Engine Control Center and based on Company's applicable Product selection ("Subscription Term"). Each Subscription will auto renew for the same Term, each (a "Renewal Term") unless otherwise terminated under this Agreement. Termination of this Agreement will terminate any and all Subscriptions, but termination of a Subscription will not terminate this Agreement.

10.2. Termination without Cause. Either Party may terminate this Master Agreement for any reason upon delivery of thirty (30) days prior written notice provided through the Control Center or by written notice given pursuant to this Agreement. Engine may terminate an applicable Subscription at any time for any reason upon notice to Company. Company may terminate an applicable Subscription by canceling through Control Center, by notifying Engine at partnersupport@engine.tech, or by notifying Company's account manager, if applicable. Upon any termination by Company under this Section 10.2, all Fees owed for the Order Term are due and payable to Engine within thirty (30) days of the termination date. Company will have access to the Control Center and Services for the remainder of the month in which the Subscription was terminated and no refunds will be provided to Company for any termination under this Section 10.2.

10.3. Termination for Cause/Suspension. Either Party may terminate this Agreement by written notice to the other Party in the event the other Party breaches this Agreement and does not cure such breach within ten (10) days of receiving notice of such breach. Engine may immediately suspend Services under this Master Agreement if Engine reasonably believes its business will be adversely impacted by continuing its performance under this Agreement or if Company engages in any practice related to the Agreement that Engine deems to be unfair, deceptive, abusive, inappropriate, misleading or fraudulent.

10.4. Effect of Termination. Upon termination of this Agreement, Company will immediately cease use of the Services and any Engine Intellectual Property and will return to Engine or

destroy all Confidential Information, Consumer Data, and elements of the Engine Platform in its possession and all other related materials and confirm to Engine such return or destruction. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

11. Miscellaneous.

11.1. Publicity. During the term of this Agreement, Engine may use the name and Mark of Company in Engine's public and internal marketing materials and collateral and as part of a disclosure of list of Engine's Platform partners or clients. Company hereby agrees Engine may use the name and Mark of Company in Engine's public marketing materials and collateral. After execution of this Agreement, Engine may issue a press release announcing the relationship between the Parties. Engine shall provide Company five (5) business days to review and comment on such press release prior to issuing the press release.

11.2. Governing Law; Venue; No Jury Trial. This Agreement will be governed by New York law (without regard to conflicts of law provisions). Each Party exclusively submits to the jurisdiction of the United States District Court for the Southern District of New York and any New York state court sitting in New York, New York for purposes of all legal proceedings arising out of or relating to this Agreement. Each Party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such proceedings brought in such a court and any claim that any such proceedings brought in such a court have been brought in an inconvenient forum. Each Party consents to process being served in any suit, action or proceeding with respect to this Agreement by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to its respective address specified at the time for notices under this Agreement. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE WILL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

11.3. Assignment. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Engine may assign or sublicense any rights hereunder. Company may not assign this Agreement, or sublicense any of the rights granted therein, in whole or in part, without the prior written consent of Engine. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing shall be void.

11.4. Force Majeure. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)).

11.5. Entire Agreement; Rules of Interpretation. This Agreement, including all exhibits and Subscriptions, contains the Parties' entire understanding on the subject matters herein, and supersedes all prior discussions, representations and agreements. No rule of strict construction may be applied against any Party on the basis that it was the drafter or creator of this Agreement. No course of dealing or individual waiver by either Party will be deemed to alter the terms of the Agreement. Each Party acknowledges that it received (or had access to) independent legal counsel. The section headings in this Agreement are solely for convenience and may not be used to interpret this Agreement.

11.6. Changes in this Agreement. Engine reserves the right, in its sole discretion, to modify, add or remove any portion of this Agreement, in whole or in part, at any time with prior notice to Company at least thirty (30) days before such amendments are to take effect. Company agrees that notification to Company of amendments to the Agreement will be posted to the Engine Control Center, and that such amendments will become effective thirty (30) days after notification is posted to the Engine Control Center and will remain in force prospectively thereafter unless subsequently further modified or changed. Company's continued use of the Engine Control Center shall establish Company's acceptance of all amendments to this Agreement.

11.7 Severability and Waiver. If any portion of the Agreement is stricken as invalid, the remaining portions will remain in full force and effect. Failure of either Party to exercise any of its rights in a particular instance will not be construed as a waiver of those rights or any other rights for any purpose.

11.8. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement will constitute or create a partnership, joint venture, agency, or other relationship between the Parties. To the extent either Party undertakes or performs any duty for itself or for the other Party as required by the Agreement, the Party will be construed to be acting as an independent contractor. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement.

11.9. Notices. Any notice or consent under the Agreement will be in writing and delivered personally, by nationally-recognized overnight delivery service, or by prepaid registered or certified mail,

if to the Company, addressed to the address provided by Company in the Engine Control Center and if to Engine to Engine Financial, Inc. 50 W 23rd St, Suite 700, New York, NY 10010, Attn: Legal Department, email: legal@engine.tech. or at such other address as a Party may from time to time designate. Notice is deemed delivered on: (i) the date of actual personal service; (ii) the business day after delivery of overnight delivery; or (iii) the date of delivery via registered or certified U.S. mail. To the extent not prohibited by Applicable Law, a Party may, at its option, use electronic communications to provide the other Party with any notice or consent hereunder.