FORMIDIUM USER AGREEMENT

Effective date: February 2025

This Formidium User Agreement (the "Agreement" or "Terms and Conditions") governs your use of the Formidium Systems (as defined below) as provided by Formidium Corp. (formerly Sudrania Fund Services Corp.), a Delaware Corporation located at 3025 Highland Pkwy Suite 330 Downers Grove, IL 60515 ("Formidium").

You and/or your employer, company, organization, or principal, as applicable, are defined in this Agreement as the "Client." The Client and Formidium are also referred to herein as the "Parties" and individually as a "Party."

IMPORTANT: UPON CREATING AN ACCOUNT WITH FORMIDIUM AND/OR BEING GRANTED ACCESS TO OR USING OR SUBSCRIBING TO THE FORMIDIUM SYSTEMS OR ANYONE BROWSING THIS WEBSITE OR ANY WEBSITE ASSOCIATED WITH ANY OTHER FORMIDIUM SYSTEMS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS WILL APPLY TO YOUR USE OF THE FORMIDIUM SYSTEMS THAT FORMIDIUM OFFERS FROM TIME TO TIME.

Formidium is a global fund administrator powered by its proprietary award-winning, full-scale cloud-based, fund administration application integrating portfolio, fund accounting, and investor reporting, to provide best-in-class and cost-efficient solutions to both the traditional and alternative investment fund management community. The Formidium Systems are provided via the internet and are a software-as-a-service arrangement.

If you are granted access to or use of or subscribe to the Formidium Systems, or if you click "I agree," or if you take any other affirmative action indicating acceptance of this Agreement, then you have agreed to these Terms and Conditions. If you are an agent or employee of the intended individual or entity granted access or subscriber or user, then you represent and warrant that you are authorized to bind such individual or entity or subscriber or user to this Agreement. If you do not agree to this Agreement, then you are not authorized to use the Formidium Systems.

1. Definitions

a) **Administrator:** those person(s) that the Client designate(s) to purchase or subscribe, on behalf of the Client, use of the Formidium Systems, authorize Users under the Agreement, create accounts for additional Users and otherwise administer the Client's use of the Formidium Systems.

b) **Edition:** the named configuration of the Formidium Systems for which the Client subscribes. Edition defines the specific Components, features, limits, and/or use restrictions applicable to the Client's subscription or use or access level. From time to time, new Components or features will be introduced to the Formidium Systems, and those Components or features may be restricted to specific Editions. New named Editions may also be introduced from time to time. Any white-labelled Edition will be identified with the name agreed upon with the Client for such a white-labelled solution.

The Components and features of the white-labelled Editions may be different than the Formidium Systems. Formidium may also develop and release Editions that are priced differently (which may be higher or lower) than the Edition the Client is using or granted access to or has subscribed to. The Client will not get an automatic upgrade to such Editions unless a separate agreement for the other Edition is executed. The Components and features of such Editions may be different than the Formidium Systems.

c) **Effective Date:** the date on which the Client's access or use or subscription to Formidium Systems begins.

d) **Components**: the individual modules or products that comprise the Formidium Systems. From time to time, Formidium may, at its discretion, introduce or remove features and functions of the Components, or add Components.

e) **Controller:** a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

f) **Client Data:** any of the Client's information, documents, or electronic files that are provided or uploaded in order to use the Formidium Systems.

g) **Documentation:** the online documentation concerning the features, functionality, and use of the Formidium Systems provided at Formidium.com.

h) **Error**: any reproducible material failure of the Formidium Systems to function substantially in accordance with Documentation.

i) **Formidium Systems:** any and all Formidium provided computer systems, tools, platforms and any related services, (including without limitation, those listed in Schedule A of this Agreement), used or subscribed by the Client as provided above and includes any Updates. The Formidium Systems are made up of individual Components.

j) **Maintenance Windows:** for both standard maintenance and emergency maintenance. Standard maintenance windows will be published in advance on Formidium's website, and the Clients will also receive emails. Emergency maintenance will occur as needed, with reasonable efforts made to publish and notify the Client of emergency maintenance. It is possible that advance notification of an emergency window may not occur.

k) **Personal Data:** any information relating to a person (a 'data subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical physiological, genetic, mental, economic, cultural or social identity of that person.

l) **Processor:** a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

m) **Processing:** means any operation or set of operations which is performed on personal information or on sets of personal data whether or not by automated means, such as collection, recording, organization, structuring, storage, alteration, retrieval, consultation, use, disclosure, dissemination, restriction, erasure or destruction.

n) **Standard Contractual Clauses:** means an agreement that will be executed by and between Controller and Processor pursuant to the European Commission's decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

o) **Support:** the ongoing support services that Formidium provides to support your use of the Formidium Systems, as described below in Section 3.

p) **Update:** any patch, bug x, release, version, modification, or successor to the Formidium Systems.

q) **User:** a named individual to whom the Client has granted access to use the Formidium Systems on the Client's behalf.

2. Use Rights.

Formidium owns all rights, title, and interest in and to the Formidium Systems, and all intellectual property rights subsisting therein and/or associated therewith, including but not limited to, all patents, copyrights, source code, trademarks, and trade secrets. Client owns its Client Data.

a) **Use Rights**. The Client 's Users and any other users signing up on the website are the only individuals with the right to access and use the Formidium Systems. All use of the Formidium Systems is for the Client's business purposes only. Use rights are non-transferable to another customer or entity unless Formidium is notified in writing in advance and Formidium provides its consent. As a condition of transfer, any transferee agrees to be bound by this Agreement. The Client must ensure that all access, use and receipt by Users is subject to and in compliance with this Agreement. The Client will not use the Formidium Systems in any way that violates the terms of this Agreement or for any purpose or in any manner that is unlawful or prohibited by this Agreement.

b) **Use Restrictions.** The Client shall not, directly or indirectly, alone or with another party, download the Formidium Systems, modify the Formidium Systems, reverse engineer or decompile, or create derivative works based upon the Formidium Systems. The Client shall not license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Formidium Systems. The Client also agrees not to interrupt or attempt to interrupt the operation of the Formidium Systems in any manner. The Client shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Formidium Systems.

c) **Administrator.** The Client shall designate one or more Administrators responsible for managing User access to the Formidium Systems, including adding and deleting Users. Users shall not share passwords/usernames.

d) **Client Data.** Formidium acknowledges and agrees that the Client owns, and shall remain the owner of, all right, title and interest in and to the Client Data and Formidium has no ownership rights with respect thereto; provided, however, that the Client grants Formidium and its affiliates a nonexclusive, non-transferable (except as provided in this Agreement), non-sublicensable right and license to use, copy, transmit, modify and display Client Data solely for purposes of enabling the Client's use of the Formidium Systems. Except as the Client may otherwise permit, Formidium shall not use, copy or display Client Data except to improve the Formidium Systems or generate anonymous statistical analysis, trends or indexes, and/or as necessary to perform its obligations hereunder. Formidium will employ industry standard protection to prevent unauthorized disclosure or exposure of Client Data.

e) **Client Responsibilities.** The Client assumes all risks arising from the use of the Formidium Systems, including the risk of any inadvertent disclosure or unauthorized access of any private or confidential data, Client Data, or other private information uploaded to the Formidium Systems.

f) **Security.** Formidium shall undertake commercially reasonable efforts to make the Formidium Systems secure from cyber-attacks. However, the Client is solely responsible for maintaining the security of all usernames and passwords granted, for the security of its information systems used to access the Formidium System, and for its users' compliance with the terms and obligations of this Agreement. The Client will immediately notify Formidium if it becomes aware of any loss or theft or unauthorized use of any of the Client or User passwords or usernames. Formidium may, in its discretion, terminate or suspend access to any User or Client if Formidium believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of any of the Formidium Systems.

3. Support

a) **Services Generally.** Formidium shall undertake commercially reasonable efforts to make the Formidium Systems available to the Client on a 24/7 basis, subject to Maintenance Windows, but does not guarantee or warrant to the Client that access to the Formidium Systems will always be available.

b) **Updates.** Formidium may, from time to time, make Updates to the Formidium Systems that apply to the Client's Edition at no additional charge. From time to

time, new Components or features may be released that are applied selectively to different Editions of the Formidium Systems. Only those Updates that apply to the Client's Edition will be delivered automatically to the Client at no additional charge.

c) **Support Options and Procedures.** Formidium shall provide general support to the Client and its Users as described in the 'Contact Us section of the Formidium website, or within the Formidium Systems. Formidium may offer premium support options to the Client at an additional charge.

d) **Error Correction.** Formidium shall use commercially reasonable efforts to correct all Errors, to provide a reasonable workaround, and to maintain 24/7 availability to the Formidium Systems. The Client shall provide such access, information, and support as Formidium may reasonably require for Error support. Formidium has no other liability to the Client for Errors or unavailability of the Formidium Systems. Without limiting the foregoing, Formidium is not obligated to correct any Errors or provide any other support if such Errors or need for support was created in whole or in part by: (i) the Client's acts, omissions, negligence or willful misconduct, including any breach of applicable law, rule or regulation or this Agreement or any changes to the Client's operating environment; (ii) any failure or defect of the Client's or a third-party's equipment, software, facilities, applications, or internet connectivity; or (iii) a cause outside the control of Formidium, such as a Force Majeure Event. A Force Majeure Event is defined as acts of God, war, labor disputes or strikes, riot, piracy, sabotage, storm, terrorist attack, fire, pandemic or quarantine restrictions, acts of governmental agencies, regulators or authorities, equipment or transmission failure or damage, electrical, internet, or telecommunication outage, in each case, reasonably beyond its control, or other causes reasonably beyond its control.

e) **Limitation of Remedies.** Section 3 sets forth the Client's sole remedies for any Errors or unavailability of the Formidium Systems.

4. Subscription Fees

In consideration for making the Formidium Systems available to the Client hereunder, the Client shall pay Formidium any applicable Subscription Fees as described on the Formidium website or as otherwise mutually agreed upon. All Subscription Fees shall be paid in a timely manner. In the event of the Client's failure to pay the Subscription Fees, Formidium may immediately and without notice to the Client discontinue and terminate

the Client's access to the Formidium Systems. The Client will receive notice of changes in pricing at least 60 days before the change in pricing will take effect.

5. Term and Termination

a) **Term**. The Term of this Agreement commences on the Effective Date hereof. If the Client has an annual Subscription Fee, then the Term will continue until the one-year anniversary of the Effective Date and will automatically renew for additional annual terms and the payment of subsequent annual Subscription Fees will be due on the date of the renewal. If the Client has elected a monthly recurring Subscription Fee, this Agreement will continue until a Party notifies the other Party at least 30 days in advance of its intention to terminate.

b) **Termination for Cause**. Formidium can terminate this Agreement: (i) immediately upon any failure to pay by the Client; (ii) immediately upon (A) any breach by the Client of Section 2(a) or (b); or (B) the occurrence of any cause mentioned in Section 3(d); (iii) within 10 days of written notice for any other breach, specifying the breach, if such breach remains uncured at the expiration of such period; or (iv) immediately, if the Client becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

c) **Obligations Upon Termination.** Upon any termination of this Agreement, Formidium shall immediately terminate the Client's use of and access to the Formidium Systems. CUSTOMER ACKNOWLEDGES THAT IF CUSTOMER IS USING AN EDITION OF THE FORMIDIUM SYSTEMS THAT IS PROVIDED FREE OF CHARGE, OR AN ALPHA OR BETA VERSION, THEN FORMIDIUM IS UNDER NO OBLIGATION TO MAKE OR CONTINUE TO PROVIDE ACCESS TO THE FORMIDIUM SYSTEMS, AND ALL USE OF SUCH EDITION OF THE FORMIDIUM SYSTEMS IS AT CUSTOMER'S SOLE RISK.

6. Confidentiality

a) **Confidential Information.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a Party that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the

subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) the disclosing Party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) non-public information relating to a Party's technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third-party information that the Client or Formidium is obligated to keep confidential; and (iii) Client Data. Notwithstanding the above, the term "Confidential Information" does not include any information that is either: readily discernible from publicly available products or literature; is rightfully in a Party's possession; is approved for disclosure; is disclosed according to a valid court order or is required to be disclosed under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

b) **Use of Confidential Information.** Each Party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and, except as authorized in this Agreement, it shall not disclose the Confidential Information to any other persons without the disclosing Party's express written authorization.

7. Indemnification.

a) **IP Indemnity.** Formidium shall defend, indemnify and hold harmless the Client from and against any final judgment, including an award of reasonable attorney's fees, that may be awarded by a court of competent jurisdiction against the Client, resulting from any third-party claim, suit or proceeding that arises directly from the Client's use of the Formidium Systems in accordance with this Agreement that infringes or misappropriates any U.S. trade secret, trademark, or copyright ("Claim").

Notwithstanding the foregoing Formidium will have no indemnity obligation to the Client if the alleged infringement or misappropriation is based on (i) any combination, operation, or use of the Formidium Systems with products, services, information, materials, technologies, business methods or processes not furnished by Formidium to the extent the infringement or misappropriation is based on such combination, operations or use; (ii) any modification (other than by Formidium) to the Formidium Systems to the extent the infringement or misappropriation is based on such modification; (iii) use of the Formidium Systems in violation of or outside

the scope of this Agreement, (iv) an allegation that the Formidium Systems consist of a function, system or method traditionally utilized in similar software that is not commercially unique to the Formidium Systems, and the commercially unique aspects of the Formidium Systems are not identified in the allegation giving rise to the Claim, or (v) user interface or related user design elements not provided by Formidium, or (vi) Client's or its personnel's omissions, negligence or wilful misconduct, or (vii) Client's breach of contract, or (viii) pre-existing conditions or events that occurred before this agreement was accepted, or (ix) any Force Majeure Event, or (x) any unauthorized actions taken by the Client or actions outside the scope of this agreement.

The foregoing indemnity is subject to the Client: notifying Formidium in writing within thirty (30) days of becoming aware of any such Claim; giving Formidium sole control of the defense or settlement of such a Claim; and providing Formidium with any and all information and assistance reasonably requested by Formidium to handle the defense or settlement of the Claim.

Notwithstanding the foregoing, in the event of such a claim, or if Formidium believes that such a Claim is likely, Formidium may, at its sole option and expense: (a) modify the Formidium Systems or provide the Client with a substitute that is non-infringing; or (b) obtain a license or permission for the Client to continue to use the Formidium Systems, at no additional cost to the Client; or (c) if neither (a) nor (b) is, in Formidium's judgment, commercially practicable, terminate the Client's access to the Formidium Systems (or to a portion of the Formidium Systems as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Formidium Systems after termination. THIS SECTION 7(a) STATES FORMIDIUM'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION 7(a). FOR CUSTOMERS USING ONLY A FREE, ALPHA OR BETA EDITION OF THE FORMIDIUM SYSTEMS, THIS SECTION 7(a) DOES NOT APPLY AND CUSTOMER ACKNOWLEDGES THAT THEY ARE NOT ENTITLED TO ANY INDEMNIFICATION.

Formidium's liability under this section shall be limited to the fees paid by the Client as per section 8(d) under this Agreement.

b) **Client Indemnity**. The Client will indemnify, defend and hold Formidium, its affiliates, and their directors, officers, employees, service providers, licensors, agents, successors and assigns (the "Formidium Parties") harmless, at the Client's expense, against any third-party claim, suit, action, or proceeding (each, an

"Action") brought against the Formidium Parties by a third-party to the extent that such Action is based upon or arises out of:

a) unauthorized or illegal use of the Formidium Systems by the Client or its affiliates or any User,
b) the Client or its affiliates' noncompliance with or breach of this Agreement,
c) the Client or its affiliates' use of third-party products, or
d) the unauthorized use of the Formidium Systems by any other person using the Client or User information, or
e) Client's or its personnel's omissions, negligence or wilful misconduct.

8. Service Level Commitments, Disclaimers, and Limitations

a) **Service Level Commitments; Credits.** Formidium does not guarantee network availability between the Client and the Formidium hosting servers. Formidium will not be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third-party data center provider nor for any downtime that the Client experiences as a result of the Client's network connectivity issues. If the Client experiences an outage and is unable to access the Formidium Systems, the Client must immediately contact Formidium's help desk, providing any/all necessary information that may assist Formidium in determining the cause of the outage. Formidium will determine in good faith whether the outage was within Formidium's reasonable control. If attributable to Formidium, then Formidium will credit pro-rated Subscription fees for every 2 or more hours of continuous downtime.

THIS SHALL BE CLIENT'S SOLE REMEDY, AND FORMIDIUM'S SOLE AND ENTIRE LIABILITY, FOR FORMIDIUM'S FAILURE TO PROVIDE THE AVAILABILITY TO THE FORMIDIUM SYSTEMS.

b) **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED-SERVICE LEVEL COMMITMENTS SET FORTH IN SECTION 8(a), FORMIDIUM DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE FORMIDIUM SYSTEMS, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE FORMIDIUM SYSTEMS. WITHOUT LIMITING THE FOREGOING, EXCEPT AS

SPECIFICALLY SET FORTH IN THE LIMITED-SERVICE LEVEL COMMITMENTS IN SECTION 8(A), FORMIDIUM DISCLAIMS ANY WARRANTY THAT THE FORMIDIUM SYSTEMS, THE SERVICES PROVIDED BY FORMIDUM, OR THE OPERATION OF THE FORMIDIUM SYSTEMS ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. FORMIDUM MAKES NO, AND HEREBY DISCLAIMS, ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

c) **Disclaimer of Consequential Damages.** FORMIDIUM HAS NO LIABILITY WITH RESPECT TO THE FORMIDUM SYSTEMS, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR ANY SIMILAR TYPE OF DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS, LOSS OF PROFITS AND THE COST OF COVER) EVEN IF FORMIDIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d) **Limitations of Remedies and Liability**. FORMIDIUM'S TOTAL AGGREGATE LIABILITY TO CLIENT FOR ANY REASON INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO (1) IN THE CASE OF A MONTHLY SUBSCRIPTION FEE PAYMENT PLAN, ALL FEES PAID TO FORMIDIUM BY THE CLIENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY; (2) IN THE CASE OF CLIENT ON AN ANNUAL PAYMENT PLAN, ALL FEES PAID TO FORMIDIUM BY THE CLIENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9. User Privacy

Formidium collects certain personal data about customers in connection with the use of the Formidium Systems and otherwise in connection with these Terms and Conditions.

The Client understands and agrees that Formidium may access, preserve, and disclose the personal data in order to provide access to the Formidium Systems or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably

necessary to comply with legal process or protect the rights, property and/or safety of Formidium, its affiliates, (including their directors, officers, agents, employees) and the general public.

10. GDPR Data Processing Addendum

- To the extent that Formidium processes any Personal Data that is subject to the General Data Protection Regulation (the "GDPR"), on the Client's behalf, in the provision of the services hereunder, the terms of the Data Processing Addendum (the "Data Processing Addendum"), which are hereby incorporated by reference, shall apply.

- If the Client is located in the European Union or the European Economic Area (EEA), the Standard Contractual Clauses (adopted by the European Commission and attached to the Data Processing Addendum) which provide adequate safeguards with respect to the Personal Data processed by Formidium under this Agreement and the provisions of the Data Processing Addendum shall apply.

The Client acknowledges in all cases that Formidium acts as the data processor and the Client is the data controller under General Data Protection Regulation (GDPR).

11. Privacy and Security

Client privacy is extremely important to Formidium. Please read Formidium's Privacy Policy here which explains how Formidium treats and protects personal data when the Client uses the Formidium Systems.

12. General

a) **Notices.** Notices regarding this Agreement to Formidium shall be in writing and sent by first-class mail or overnight courier at the address provided at that time on Formidium's website. Formidium may give notice by means of posting a notice on its website, by electronic mail to the Client's email address on record with Formidium, or by written communication sent by first-class mail or overnight courier to the Client's address on record in Formidium's account information. All

notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after either sending by email or posting on the Formidium website or any forum related to the Formidium Systems, as applicable.

b) **Promotional Materials.** Either Party may include statements and may use the other Party's name and logos, on its website, commercial advertisements and promotional materials for the sole purpose of indicating that the Client is a user of the Formidium Systems.

c) **Assignment.** Formidium may assign any of its rights or obligations under this Agreement at any time. The Client shall not assign any of its rights under this Agreement, except with the prior written approval of Formidium. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by the Client to a transferee which executes Formidium's form of agreement agreeing to be bound to all the terms and conditions of this Agreement.

d) **Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful Party shall pay to the successful Party its reasonable attorneys' and experts' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful Party may be entitled.

e) **Entire Agreement; Amendment.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Formidium reserves the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Formidium Systems with notice that Formidium in its sole discretion deems to be reasonable in the circumstances, including such notice on its website. Any use of the Formidium Systems after Formidium's publication of any such changes shall constitute the Client's acceptance of this Agreement as modified.

f) **Waiver.** No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

g) **Relationships of the Parties.** Formidium and the Client agree that no joint venture, partnership, employment, or agency relationship exists between them.

h) **Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

i) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

j) **Authority.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.

k) **Governing Law.** The laws of the State of Illinois shall govern the validity, interpretation, and performance of this Agreement without regard to its conflict of laws and principles. The state and federal courts in the State of Illinois, Dupage County, shall have exclusive jurisdiction over matters arising under or associated with this Agreement. The Parties consent to such courts' exclusive jurisdiction and venue and irrevocably waive any objections thereto.

13. Survival.

The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Use Rights', 'Subscription Fees', 'Term and Termination', 'Confidentiality', 'Indemnification', 'Service Level Commitments, Disclaimers, and Limitations', 'Intellectual Property', and 'Miscellaneous'.

SCHEDULE A

FORMIDIUM

SYSTEMS

The Formidium computer systems, tools, and platforms that are subject to these terms are as follows:

1. Commonsubdoc
2. Seamless Investment Backoffice and its asset class specific versions.
3. Seamless Investor Online (SIO)
4. Seamless Report Online (SRO)
5. Finalytic
6. Troniq Ledger
7. Formidium Marketplace
8. Crypto Backoffice
9. Formidium Helpdesk
10. KY BOR
11. Content Management
12. CryptoTax360
13. All other products which are offered under Formidium domain