

**Rego Consulting Corporation**  
**Master Subscription and Services Agreement**

This Master Subscription and Services Agreement (“**Agreement**”) is between (Company), Inc. (“**(Company)**”), and Rego Consulting Corporation (“**Rego**”). (Company) and Rego may enter into this Agreement by mutual signature (whether electronic or otherwise) of this Agreement or a Subscription Agreement or other Statement of Work (“**SOW**”) referencing this Agreement (an “**Order**”).

1. **SCOPE.** Rego will provide to (Company) a Monday.com Application (“**APP**”), through the Monday.com Marketplace. The APP is hosted within Monday.com service and bound to the corresponding terms of use of the platform. These Rego based app is further described in Subscription Agreements and services SOWs, each of which are incorporated by reference into this Agreement, together with any related applications and documentation provided by Rego. The effective date of the initial Order is the “**Effective Date**” of this Agreement. (Company) may use and access the APP via an associated Rego subscription agreement and corresponding services agreement, solely in their capacities as such in relation to their Monday.com subscription and within the scope of (Company)’s ownership, with (Company) being responsible for their acts and omissions.

2. **ACCESS TO THE APP.** Subject to the terms and conditions of this Agreement, Rego hereby grants (Company), with a valid subscription, a non-exclusive, non-transferable right to access the APP via Rego.

- (a) In order for the (Company) to access and use the APP, they will be required to have a Monday.com Organization. All access and usage will be done through the Monday.com system and corresponding User Accounts.
- (b) Rego hereby grants non-transferable access and use of the APP, solely for internal business purposes through their Monday.com organization.
- (c) (Company) is responsible and liable for all uses of the APP including limitations and compliance with all applicable laws and regulations.
- (d) (Company) is responsible and liable for any incidents or breaches performed.
- (e) Rego does not host any data or components of the APP.

3. **RESTRICTIONS.** (Company) may not:

- (f) assign, sublicense, rent or lease access to the APP or, except as expressly permitted under Section 1 above, permit any third party to access the APP;
- (g) Acceptable Use, (Company) will not promote or disclose materials to any product or service competitor with Rego services.
- (h) make any attempt to discover the underlying software, structure or algorithms of the APP or create derivative works from the APP;
- (i) evaluate or use, or facilitate the evaluation or use, of the APP for the purpose of competing with Rego; or
- (j) use the APP in violation of applicable law or regulation (including export control and sanctions laws and regulations), from any embargoed country or region or outside the scope expressly permitted hereunder and in the applicable Order.

4. **TAXES AND FEES.** (Company) will pay Rego the fees set forth in the applicable Order, and will pay the appropriate governmental agency (or reimburse Rego) any taxes or fees imposed in connection with the charges under this Agreement whenever such taxes or fees are or become applicable, including, but not limited to, sales, use, VAT, excise, customs duties and other similar taxes (other than taxes based on Rego’s net income or property) to the extent that (Company) is not exempt from such taxes or fees. Rego will collect all such taxes unless (Company) provides Rego with proof of exemption. Payment obligations are non-cancellable, non-refundable (except as expressly set forth herein) and

not subject to set-off. Unpaid amounts not subject to good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower.

5. **PROPRIETARY RIGHTS.** Rego retains all right, title and interest to the APP and all related intellectual property and proprietary rights. The APP is protected by applicable copyright, trade secret, industrial and other intellectual property laws. Rego reserves any rights not expressly granted to (Company).

6. **MUTUAL CONFIDENTIALITY AND DATA SECURITY.** Recipient will not disclose Confidential Information of Discloser to any third party or use the Confidential Information other than for purposes of performing under this Agreement.

(a) **Definition. “Confidential Information”** means all information that should reasonably be understood to be confidential or proprietary that is disclosed to the recipient (“**Recipient**”) by the discloser (“**Discloser**”), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its financial information, software, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to Rego, the APP; (iii) as to (Company), all data or content uploaded by or on behalf of (Company) to the APP (“**(Company) Content**”); and (iv) the terms of this Agreement, including without limitation, pricing information.

(b) **Exclusions.** Confidential Information *excludes* information that: (a) was rightfully in Recipient's possession without any obligation of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is independently developed by or for Recipient without use of the Confidential Information. If any Confidential Information is required to be disclosed by applicable law or court order, it may be disclosed to the extent of such requirement, provided that the Recipient promptly notifies Discloser of such requirement. In addition, either party may confidentially disclose the terms of this Agreement to an actual or potential financing source or acquirer.

(c) **Data Security.** Rego asserts no ownership rights over the (Company) Content, and (Company) has the right to remove or request deletion of the (Company) Content from the APP at any time. All (Company) Content hosted by Rego as part of the APP will be considered Customer's Confidential Information, except as set forth in subsection (b) above and will be protected as outlined in the Rego Security Policy Manual and Data Processing Addendum.

(d) **Data Removal.** Upon removal of the APP, no additional data will be kept by Rego.

## 7. **WARRANTIES.**

(a) **APP Services Warranty.** Rego warrants that the APP will perform in substantial accordance with their overview guide. This warranty will not apply to any problems caused by malfunctioning non-Rego software or equipment or misuse of the APP.

(b) **Disabling Code.** Rego warrants that (i) it has used commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses, and (ii) it has not inserted any Disabling Code. “**Disabling Code**” means computer code inserted by Rego that is not addressed in the documentation and that is designed to delete, interfere with or disable the normal operation of the APP.

(c) **Indemnification.** Rego will defend or settle any action against (Company) based upon a third party claim that use of the APP infringes any patent, copyright or other intellectual property right of a third party and will indemnify (Company) against any amounts finally awarded against (Company) as a result of the claim, provided Rego is promptly notified of the assertion of the claim, is provided all reasonable cooperation in the defense of the claim and has sole control of its defense or settlement. If the use of any material component of the APP has become, or in Rego' opinion is likely to become, the subject of any claim of infringement, Rego may at its option and expense (i) procure for (Company) the right to continue using and receiving such component as set forth hereunder; (ii) replace or modify such component to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order as it relates to such component and provide a pro rata refund of any pre-paid and unused subscription fees for such component. Rego will have no liability or obligation with respect to any such claim to the extent caused by (A)

compliance with designs, guidelines, plans or specifications provided by third parties; (B) use of the APP by (Company) not in accordance with this Agreement; or (C) (Company) Content. This section contains Rego's sole liability for infringement claims.

REGO DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE APP MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

8. **SUPPORT.** Rego will provide maintenance and technical support ("**Support**") for the APP based on the specific Support offering purchased under the relevant Order. Rego warrants that Support will be supplied with reasonable care and skill. Rego may change its Support terms upon written notice to (Company), but Support will not materially degrade.

9. **TERM AND TERMINATION.** This Agreement will remain in effect for so long as there are Orders outstanding. Each Order will automatically renew for an additional term of one (1) year, unless either party provides at least thirty (30) days advance notice of non-renewal. Either party may terminate this Agreement or the applicable Order, upon a material breach by the other party, which is not cured within thirty (30) days after written notice of the breach. (Company) may also terminate this Agreement for convenience upon thirty (30) days advance notice to Rego. Upon any expiration or termination of this Agreement, (Company) must end its usage of the APP. In addition, upon termination by (Company) for an uncured material breach, Rego will provide a pro rata refund of any pre-paid and unused subscription fees. Upon expiration or termination of this Agreement, all rights and obligations will immediately terminate except those that by their nature should survive such expiration or termination, including restrictions relating to the APP and terms and conditions relating to proprietary rights and confidentiality, payment obligations, disclaimers, indemnification, limitations of liability and termination and the miscellaneous provisions below.

10. **MUTUAL DISCLAIMER OF DAMAGES.** NEITHER PARTY IS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USAGE, AND DAMAGE TO, OR LOSS OF USE OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER SUCH DAMAGE RESULTS FROM A CLAIM ARISING UNDER CONTRACT OR TORT LAW.

11. **LIMIT OF LIABILITY.** EACH PARTY'S TOTAL LIABILITY FOR ALL DAMAGES IS LIMITED TO THE AMOUNT PAID AND/OR PAYABLE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE SUBSCRIPTION TO THE APPLICABLE APP GIVING RISE TO SUCH DAMAGES.

## 12. MISCELLANEOUS TERMS.

- (a) **Waivers.** A waiver by a party of any breach of this Agreement will not be construed as a waiver of any continuing or succeeding breach.
- (b) **Assignment.** Each party may not assign or transfer this Agreement, or an order, to a third party without the other party's prior written consent, except this Agreement and all orders may be assigned to (i) a successor to all, or substantially all, of the assets or business of such party related to this Agreement or (ii) an affiliate of such party, in each case without such consent, provided that such successor or affiliate agrees in writing to assume all obligations of the assigning party under this Agreement.
- (c) **Notices.** Any notices under this Agreement must be in writing and must be delivered by registered mail (or by courier with tracking number) to the attention of the receiving party's legal department.
- (d) **Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the State of Utah, without regard to its conflicts-of-law provisions. Any dispute relating to an alleged material breach of this Agreement must first be addressed by the relevant executives of each party, who shall meet in a good faith attempt to resolve all outstanding issues. Then, if a resolution has not been reached within fourteen (14) days, either party may seek any remedy available under applicable law, provided that the parties agree to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah. Nothing in this Agreement will prevent either party from seeking injunctive relief in any court.
- (e) **Enforceability.** If any term of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such term will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability and the remaining terms will remain in effect.

- (f) **PO Terms; Order of Precedence.** The parties agree that all additional or conflicting terms of third-party software form purchasing document will not apply to this Agreement and the business transactions conducted hereunder. In the event of a conflict between this Agreement and an Order, the terms of the Order shall control.
- (g) **Entire Agreement and Changes; No Third-Party Beneficiaries.** This Agreement, together with the Orders and SOWs, are the complete and exclusive agreement and supersede any prior or contemporaneous negotiations or agreements, between the parties relating to this subject matter. This Agreement may not be modified except in writing executed by both parties. There shall be no third-party beneficiaries, either express or implied, to this Agreement.
- (h) **U.S. Government Restricted Rights.** The Rego software is provided with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the U.S. government or any agency thereof is subject to restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (or its successor provision) or the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202 (or its successor provision), as applicable. Contractor/manufacturer is Rego Consulting Corporation, 2115 N. Main Street, Centerville, UT, 84014.
- (i) **Force Majeure.** Neither party is liable for any failure or delay in performance caused by circumstances beyond its control, including but not limited to acts of God, fires, war, governmental action or terrorism.
- (j) **Independent Contractors.** In making and performing this Agreement, (Company) and Rego act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of the other party.
- (k) **Marketing.** Neither party may issue any press release regarding this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.
- (l) **Location of the Service.** The APP is operated and controlled between the Monday.com service. Therefore, Rego makes no warranty that the service will be available outside of the United States.
- (m) **Counterparts and Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic copies of signatures shall have the same effect as originals. If a party elects to sign this Agreement electronically, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as, a manual signature.

