

WINGSPAN EQUITY GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**T&Cs**") apply to term sheets, statements of work, purchase orders or any other contract utilized to order services from Wingspan, LLC, an Arizona limited liability company (a "**Services Request**"). The Services Request and these T&Cs shall collectively be referred to herein as the "**Agreement**." The "**Client**" indicated in the Services Request and Wingspan are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**".

As background, Client wishes to be provided with the Services (as defined below) by Wingspan and Wingspan agrees to provide the Services to the Client in accordance with the terms and conditions of the Agreement. In consideration of the mutual covenants and promises contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. SERVICES.

(a) The Client hereby retains Wingspan to perform the services indicated in the Services Request (collectively the "**Services**").

(b) The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written agreement executed by authorized representatives of the Parties expressly referencing the Agreement.

(c) Client acknowledges and agrees that Wingspan may use subcontractors and consultants to perform some of the Services to be provided under the Agreement.

2. FEES AND EXPENSES.

(a) **Fees.** As full and complete compensation for performing all Services specified in the Agreement and for assuming all duties, responsibilities, and obligations required by the Agreement, Client will compensate Wingspan as indicated in the Services Request (the "**Fees**"). With respect to hourly Fees, Client will pay Wingspan for the actual hours spent by Services Provider's personnel who perform the Services, in accordance with the rates designated in the Services Request. Wingspan may increase the hourly rate charges for the Services by providing the Client with at least thirty (30) days' written notice of such increases. Rates are exclusive of taxes, levies, duties, governmental charges and expenses (with the exception of any Wingspan's income taxes), which amounts will be billed to and paid by Client.

(b) **Expenses.** If Wingspan's expenses are reimbursable pursuant to the Services Request, Client shall pay Wingspan for the reasonable expenses including, but not limited to, out of pocket travel and living expenses, incurred by Wingspan and its personnel in connection with its performance of the Services (the "**Expenses**").

(c) **Billing and Payment.** Wingspan shall prepare and submit invoices to the Client via email for all Services performed and expenses incurred on a monthly basis. Client will pay invoices in U.S. dollars (unless otherwise indicated in the Services Request) within fifteen (15) days of the date of Wingspan's invoice. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Wingspan. Client shall have no right of offset or withholding under the Agreement. Any amounts not paid by Client when due to Wingspan shall be subject to interest charges,

from the date due until paid, at the rate of 1.5%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Wingspan from Client becomes past due for any reason, Wingspan may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Wingspan's obligations under the Agreement.

(d) **Compliance with Laws; Permits and Licenses.** Both Parties agree, at their own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. Each Party will obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under the Agreement, and will obtain all required inspections, authorizations and approvals prior to commencement of the Services.

3. **WARRANTY.** The Services to be performed hereunder are in the nature of professional services and advice. Wingspan does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Wingspan warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THE AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY SERVICE PROVIDERS IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE SERVICE PROVIDER DURING THE TERM OF THE AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THE AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

4. **OWNERSHIP OF WORK PRODUCT.** Unless otherwise stated in the applicable Services Request, this is not a work-for-hire agreement. The copyright in all deliverables created hereunder for Client ("**Work Product**") shall belong to Wingspan. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Wingspan, subject to a worldwide, non-exclusive license to Client for its internal use as intended under the Agreement. The Agreement does not grant Client any license to any of Wingspan's products, which products must be licensed separately.

5. **CONFIDENTIAL INFORMATION.**

(a) **Confidential Information.** The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") certain Confidential Information. "**Confidential Information**" shall mean (i) information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, service providers, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual

agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including the Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of or while present at a Party's facilities; and (iv) all other non-public information provided by the Disclosing Party hereunder. In no event shall Wingspan's use or disclosure of information regarding or relating to the development, improvement or use of any of Wingspan's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

(b) ***Use of Confidential Information; Standard of Care.*** The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants and representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by the Agreement. The Receiving Party shall at all times remain responsible for breaches of the Agreement arising from the acts of its employees, subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under the Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

(c) ***Exceptions.*** Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

(d) ***Required Disclosures.*** If the Receiving Party is confronted with legal action to disclose Confidential Information received under the Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

(e) ***Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.*** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of the Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take any and all necessary steps to prevent any further breach of the Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event

the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of the Agreement, in addition to all other remedies available in law or at equity.

(f) ***Return of Confidential Information; Survival.*** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of the Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of the Agreement.

6. INDEMNIFICATION. Each party (the "***Indemnifying Party***") agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) its material breach of any of the terms of the Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

SECTION 6 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THE AGREEMENT.

7. LIMITATION OF LIABILITY; ACTIONS. EXCEPT FOR THE SERVICE PROVIDER'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OF THESE T&CS AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 6. OF THE AGREEMENT, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE UNDER THE AGREEMENT TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SERVICE PROVIDER'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THE AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER TO THE SERVICE PROVIDER UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THE AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

8. COOPERATION OF CLIENT. Client agrees to comply with all reasonable requests of Wingspan and shall provide Wingspan's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under the Agreement. Client agrees to furnish without charge adequate space at Client's premises for use by Wingspan's personnel while performing the Services.

9. **TERM.** The Agreement shall have the initial term stated in the applicable Services Request (the “**Initial Term**”), unless earlier terminated in accordance with the provisions in Section 10. If automatic renewal occurs pursuant to the applicable Services Request, the Agreement shall be automatically renewed for additional one month terms (each a “**Renewal Term**”), unless not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the “**Term**”.

10. **TERMINATION.**

(a) **Termination for Breach.** Either Party may terminate the Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under the Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

(b) **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate the Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. The Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of the Agreement pursuant to 11 U.S.C. §365).

(c) **Obligations upon Termination.** Termination of the Agreement for any reason shall not discharge either Party’s liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Wingspan for all Services rendered prior to the effective date of termination. Upon termination each Party shall return the other Party’s Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Wingspan any equipment, materials or other property of Wingspan relating to the terminated Services which are in Client’s possession or control.

11. **NON-SOLICITATION.** During the term of the Agreement and for one (1) year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other’s employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

12. **PUBLICITY.** Wingspan is granted the right to publicly indicate that Client is a customer of Wingspan. Wingspan may, with prior written approval from Client, use Client’s name and logo in marketing materials, presentations, or case studies. Any such materials or descriptions will generally outline the nature of the work performed by Wingspan for Client. The specifics of the engagement, including any confidential or proprietary information, will not be disclosed without Client’s prior consent. Wingspan agrees to submit all marketing or case study materials referencing Client to Client for review and approval prior to any public release.

13. NON-DISPARAGEMENT. Both Wingspan and Client agree that during the term of the Agreement, and at all times thereafter, neither party will make, or cause to be made, any statements, comments, or communications, whether verbal or written, that disparage, defame, or cast in a negative light the other party, its affiliates, directors, officers, employees, agents, or the services provided under this Agreement. This provision does not apply to statements made in the course of legal proceedings or as required by law, nor does it limit either Party's ability to provide truthful testimony or statements in connection with any legal or regulatory investigation.

14. RELATIONSHIP OF THE PARTIES. The relationship of the Parties hereto is that of independent contractors. Nothing in the Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

15. FORCE MAJEURE. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under the Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of the Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

16. GOVERNING LAW AND VENUE. Intending for the governing law and venue to be neutral rather than preferential for either Party, the Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of the Agreement will be brought solely in any state or federal court located in New York, New York. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

17. ATTORNEY FEES. If either Party incurs any legal fees associated with the enforcement of the Agreement or any rights under the Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

18. COLLECTION EXPENSES. If Wingspan incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under the Agreement, Client agrees to reimburse Wingspan for all such costs, expenses and fees.

19. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES. Neither Party may assign the Agreement, either in whole or part, without the express written consent of the other Party. Any assignment without such consent shall be null and void. Notwithstanding the foregoing, the Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third party beneficiaries to the Agreement.

20. SEVERABILITY. If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

21. HEADINGS; CONSTRUCTION. The headings/captions appearing in the Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. The Agreement is the result of negotiations between the Parties and their counsel. Accordingly, the Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

22. SURVIVAL. Each term and provision of the Agreement that should by its sense and context survive any termination or expiration of the Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to the Agreement.

23. RIGHTS CUMULATIVE. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

24. COUNTERPARTS. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the others. Signature pages executed and delivered by facsimile, electronic mail (e.g., PDF), or through a recognized electronic signature platform (e.g., DocuSign or similar) in compliance with applicable e-signing laws and regulations, including the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act (UETA), shall be deemed as effective as an original executed signature page.

25. AUTHORIZED SIGNATORIES. It is agreed and warranted by the Parties that the individuals signing the Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

26. NOTICES. All notices or other communications required under the Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) electronic mail (receipt acknowledged), (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the address indicated in the Services Request or to such other address as such Party shall specify by like notice hereunder.

27. WAIVER. No waiver of any term or right in the Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of the Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of the Agreement thereafter.

28. ENTIRE AGREEMENT; MODIFICATION. The Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to the Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding the Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree

that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding the Agreement, except to the extent such representations are expressly set forth in the Agreement.

[End of T&Cs]