

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("**Agreement**") is entered into as of the Effective Date (as defined below) by and between JPS Inc. ("**Ordo**," "**we**," or "**us**") and you or the entity you represent ("**you**"), and governs your access and use of the Ordo hosted platform, application programming interfaces ("**APIs**") made available by Ordo (if any), and related services (collectively, the "**Services**"). This Agreement is effective as of the date you indicate acceptance (e.g., via click-through or other electronic means) (the "**Effective Date**").

PLEASE READ THIS AGREEMENT CAREFULLY. BY INDICATING ACCEPTANCE OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT AND ALL TERMS INCORPORATED INTO THIS AGREEMENT BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT, DO NOT USE THE SERVICES.

We may make changes to this Agreement from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email or providing a notice through our website. Unless we say otherwise in our notice, the amended Agreement will be effective immediately, and your continued use of the Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must stop using the Services.

### 1. The Services.

1.1 License. Subject to the terms and conditions of this Agreement and solely during the Subscription Period (as defined below), Ordo (a) will use commercially reasonable efforts to provide the Services to you and (b) grants you a nonexclusive, worldwide, nonsublicensable, and nontransferable license to access and use the Services solely for your internal business purposes. You acknowledge and agree that Ordo may update the Services and underlying technologies and methods based on reasonable commercial factors, including those necessary to meet legal, regulatory or industry-standard requirements.

1.2 Ownership. Except for the license granted in Section 1.1 above, Ordo retains all right, title and interest in and to the Services, together with all components thereof, including all intellectual property rights related to or embodied in the foregoing. No license or other right will be created under this Agreement by implication, estoppel or otherwise, except as specifically provided in this Agreement. You acknowledge that the Services include Ordo's valuable trade secrets and improper use or disclosure may cause Ordo irreparable harm. Accordingly, you agree to use the Services solely as authorized in this Agreement. You further acknowledge that the license granted pursuant to this Agreement is not a sale and does not transfer to you title or ownership of the Services, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ORDO.

1.3 Your Data. You will timely provide all data, information, APIs (if any), and other materials to Ordo as reasonably necessary for, or otherwise in connection with, Ordo's provision of the Services ("**Your Data**"). You hereby grant to Ordo the right to access and use Your Data to provide, maintain, and improve the Services. You acknowledge that (a) Ordo is relying on your timely, complete, and accurate provision of Your Data to Ordo for Ordo's performance of the Services and (b) Ordo will not be responsible or liable for failures or delays in performing the Services to the extent resulting from (i) your delay or failure to provide Your Data in a timely manner or (ii) the inaccuracy or incompleteness of Your Data. As between the parties and subject to the express grants within this Agreement, you own all right, title and interest in and to Your Data, and any and all intellectual property rights embodied in Your Data.

2. **Restrictions**. Except as expressly authorized by this Agreement, you may not (a) modify, disclose, alter, translate, or create derivative works of the Services (or any components thereof), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Services (or any components thereof), (c) use the Services to store or transmit any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions, (d) use the Services to build a competitive product or service, or copy any features or functions of the Services, (e) remove, alter, or obscure any proprietary notices in or on the Services including copyright notices, (f) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate, create, or attempt to create the source code of the Services or their structural framework (in whole or in part), or perform any process intended to determine the source code for the Services, (g) circumvent or attempt to circumvent any technological protection measures intended to restrict access to or use of any portion of the Services or the functionality of the Services, (h) use the Services for any purpose that is illegal in any way or that advocates illegal activity, or (i) cause or permit any User (as defined below) or third party to do any of the foregoing.

### 3. Accounts and Eligibility.

3.1 Accounts. In order to access and use the Services, you must (a) register for an electronic account with us (an "**Account**"), which you may do on our website or via authorized third-party methods, e.g., linking your third-party account credentials and (b) accept this Agreement. You may, on behalf of the entity you represent, create Accounts for each user that you authorize to access and use the Services (each, a "**User**") and the terms and conditions of this Agreement will apply to each such User. You will ensure that no User or other person accesses the Services on behalf of another person or entity and that no User shares or transfers access rights to

the Services. You must, and must ensure that all Users, (i) provide accurate Account information and promptly update that information if it changes, (ii) maintain the security of each such Account, and (iii) notify us in promptly in writing upon discovery or suspicion that someone has accessed such Account without permission. You are responsible for any and all acts or omissions of Users.

3.2 **Eligibility.** You represent and warrant that you and all Users (a) are at least 18 years of age, (b) are not a resident of, or located in, any country subject to a United States embargo or other similar United States export restrictions, including Iran, Cuba, North Korea, the Region of Crimea, Sudan or Syria, and (c) are not on the United States Treasury Department's list of Specifically Designated Nationals, the United States Department of Commerce's Denied Persons List or Entity List, or any other United States export control list.

#### 4. Payment Terms.

4.1 **Fees.** We charge a monthly or annual subscription fee for use of the Services, which we will disclose to you on our website. On a monthly or annual subscription basis during the Subscription Period, we will either invoice you or we (or our authorized payment processor) will charge the credit/debit card you provided to Ordo. If we invoice you, all amounts are due on the date set forth on the invoice. Unless we state otherwise, all payments (a) must be made in U.S. dollars, (b) by check or by bank wire transfer in immediately available funds to an account designated by us or by credit/debit card via Ordo or our authorized payment processor, and (c) are non-refundable.

4.2 **Charges.** If payments are made by credit/debit card, you authorize Ordo (or its authorized payment processor) to charge the payment card provided to Ordo in accordance with the terms and conditions of this Agreement, and you represent and warrant that you are authorized to use and have fees charged to the credit/debit card provided by you to Ordo. You understand that you may withdraw such authorization by contacting Ordo at [billing@ordohere.com](mailto:billing@ordohere.com). If your payment method fails, you withdraw your authorization above, or your payment is past due, we may suspend your use of the Services until all such fees are paid in full. We also may collect fees owed by charging other payment methods on file with us or retain collection agencies and legal counsel.

4.3 **Price Increases.** You acknowledge and agree that we may increase the price of the Services in our discretion on notification to you; provided, that increases will apply only to the immediately-subsequent Subscription Period.

4.4 **Failure to Pay.** If any fees under this Agreement are 30 days or more overdue, we may, without limiting our other rights or remedies, immediately terminate this Agreement without any further cure period and accelerate your unpaid fee obligations such that all such obligations become immediately due and payable upon termination.

#### 5. Term, Termination, and Effects of Termination.

5.1 **Term.** Unless terminated as set forth in Section 5.2, this Agreement commences upon the Effective Date and continues for the initial monthly or annual subscription period you selected on our website (the "**Initial Subscription Period**"). Thereafter, unless terminated as set forth in Section 5.2, this Agreement will automatically renew for successive subscription periods equal in length to the Initial Subscription Period (each, a "**Subscription Period**") (the Initial Subscription Period and the Renewal Subscription Period are referred to individually and collectively as the "**Subscription Period**").

5.2 **Termination.** Either party may terminate this Agreement by providing the other party with written notice of termination no less than 30 days prior to the close of the then-current Subscription Period. Either party may terminate this Agreement, for cause, if the other party materially breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach. In addition, you may terminate this Agreement at any time by deleting your Account.

5.3 **Effects of Termination.** Upon any termination of this Agreement, (a) all rights and licenses granted to you under this Agreement will immediately terminate, (b) we will collect all fees due and payable as of the date of termination by charging the payment card you provided to us and (c) you must delete from your systems or otherwise destroy all Confidential Information of Ordo in your possession or control (and, upon Ordo's request, certify in writing as to such deletion or destruction). Notwithstanding any terms to the contrary in this Agreement, (i) Sections 2, 4.4, 5.3, 6.2, 7, 8, 9, 10, and 11 will survive any termination or expiration of this Agreement, and (ii) no refunds will be issued.

#### 6. Representations and Warranties.

6.1 **Each Party.** Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (c) the person accepting this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement and bind the entity it represents to this Agreement, and (d) this Agreement is valid, binding, and enforceable against it in accordance with its terms.

6.2 Your Representations and Warranties. Further, you represent, warrant and covenant that (a) you are, and will remain during the Subscription Period, in full compliance with all applicable laws, rules, and regulations (including, without limitation, those applicable to cannabis or related products), (b) you have, and will maintain during the Subscription Period, all required licenses, permits, and other authorizations to operate your business, (c) you possess all necessary rights and consents to grant Ordo the rights set forth in this Agreement with respect to Your Data, (d) you have collected Your Data in accordance with all applicable laws, rules, and regulations, (e) neither Your Data nor Ordo's use of Your Data in accordance with this Agreement will (i) infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of any third party or (ii) violate applicable laws, rules, or regulations, (f) you will use the Services in accordance with all applicable laws, rules, and regulations, and your use of the Services in accordance with this Agreement will not cause Ordo to be non-compliant with any applicable laws, rules, or regulations, and (g) Your Data is accurate and complete.

**7. Disclaimer.** EXCEPT AS SET FORTH IN SECTION 6.1, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FURTHER, WE DO NOT REPRESENT OR WARRANT THAT (A) YOUR ACCESS TO OR USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR OTHERWISE PRODUCE ANY PARTICULAR RESULTS, (C) ANY DATA PROVIDED VIA THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT YOUR DATA WILL NOT BE LOST, DAMAGED, OR CORRUPTED, (D) ERRORS OR DEFECTS WILL BE CORRECTED, PATCHES OR WORKAROUNDS WILL BE PROVIDED, OR WE WILL DETECT ANY BUG IN THE SERVICES, (E) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (F) THIRD-PARTY DISRUPTIONS OR SECURITY BREACHES OF THE SERVICES WILL BE PREVENTED, OR (G) THE SERVICES WILL COMPLY WITH APPLICABLE LAWS, RULES, OR REGULATIONS RELATED TO CANNABIS OR RELATED PRODUCTS. WITHOUT LIMITING THE FOREGOING, (I) YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR DATA AND (II) WE ARE NOT LIABLE OR RESPONSIBLE, AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY, FOR ANY THIRD-PARTY SERVICES (AS DEFINED BELOW).

## **8. Indemnification.**

8.1 Indemnification by Ordo. Ordo will indemnify, defend and hold you harmless from and against any and all losses, liabilities, damages and expenses, including reasonable attorneys' fees and costs (collectively, "**Losses**") arising from any claim, demand, action or other proceeding by a third party (collectively, "**Claims**") to the extent alleging that your permitted use of the Services as provided by Ordo infringes or misappropriates any third party's intellectual property rights. If a Claim of infringement or misappropriation under this Section 8.1 occurs, or if Ordo determines that a Claim is reasonably likely to occur, Ordo will have the right, at its option: (a) to obtain a right for you to continue using such Services; (b) to modify such Services to make them non-infringing; (c) to replace such Services with a non-infringing equivalent; or (d) if none of the foregoing options are commercially reasonable, to terminate this Agreement upon written notice to you. Notwithstanding the foregoing, Ordo will have no obligation under this Section for any Claim resulting or arising from (i) modifications to Services that were not performed by or on behalf of Ordo, (ii) the combination, operation or use of the Services in connection with a third-party product or service, or (iii) use of the Services other than in strict compliance with this Agreement. THIS SECTION 8.1 STATES YOUR SOLE AND EXCLUSIVE REMEDY, AND ORDO'S SOLE AND EXCLUSIVE OBLIGATION, WITH RESPECT TO A CLAIM THAT THE SERVICES INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2 Indemnification by You. You will indemnify, defend and hold harmless Ordo, its affiliates, and its and their respective officers, directors, agents and employees from and against any and all Losses arising from any Claim to the extent resulting from, related to or arising out of any actual or alleged (a) breach by you or any Users of this Agreement or any other act or omission of you or any Users, (b) your or any Users' gross negligence or willful misconduct, or (c) your or your Users' violation of applicable laws, rules, or regulations.

8.3 Procedures. The indemnifying party's indemnification obligations under this Section 8 are conditioned upon the indemnified party (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of it (provided that failure to give such notice shall not alleviate the indemnifying party of its obligations hereunder to the extent such failure does not materially prejudice the indemnifying party), (b) granting the indemnifying party the option to solely control the defense (including the right to use its own counsel) and settle the Claim (except in the event of a conflict of interest and except that the indemnified party must approve any settlement that requires an affirmative obligation or admission of fault of the indemnified party), and (c) providing reasonable cooperation to the indemnifying party and assistance in the Claim's defense or settlement.

**9. Limitation of Liability.** To the maximum extent permitted under applicable laws, rules, or regulations:

9.1 Consequential Damages Waiver. ORDO WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF RELATED TO THIS AGREEMENT, REGARDLESS

OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2 Liability Cap. IN NO EVENT WILL ORDO'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO ORDO UNDER THIS AGREEMENT DURING THE 6-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

9.3 Failure of Essential Purpose. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 10. Confidentiality.

10.1 Definition. "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") (or all information (whether in oral, written, or other tangible or intangible form) acquired by the Receiving Party), concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that the Receiving Party knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party (or acquisition of the information by the Receiving Party), is proprietary information of the Disclosing Party.

10.2 Obligations. During Subscription Period and for a period of 5 years thereafter, each party will maintain in confidence the Confidential Information of the other party and will not use such Confidential Information except to perform its obligations or exercise its rights hereunder. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. In addition, the Receiving Party may only disclose Confidential Information to its directors, officers, employees, and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement, and only if such directors, officers, employees, and/or contractors are bound by confidentiality restrictions no less restrictive than the terms contained in this Section 10. Each party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of both parties and will not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement in confidence (a) to such party's legal counsel, accountants, banks, financing sources, and their advisors, (b) in connection with the enforcement of this Agreement or rights under this Agreement, or (c) in connection with an actual or proposed equity investment, initial public offering, merger, acquisition, change in control or similar transaction.

10.3 Exceptions. Confidential Information will not include information to the extent that it: (a) is or becomes publicly available without breach of this Agreement by the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession without obligation of confidentiality prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to be disclosed by law rule, regulation, administrative order, or by a subpoena or order issued by a court of competent jurisdiction (each, a "**Court Order**"), but solely on the conditions that the Receiving Party: (i) to the extent legally permitted, promptly gives the Disclosing Party written notice of the Court Order within 48 hours after receiving it; and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to the disclosure of the information required by the Court Order and seek a protective order or other appropriate relief.

## 11. General Provisions.

11.1 Entire Agreement. This Agreement is the entire agreement of the parties regarding the Services. This Agreement supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions, and understandings, written or oral, with respect to the Services and all past dealings or industry customs.

11.2 Governing Law and Venue. This Agreement will in all respects be governed by, and construed in accordance with, the laws of the State of California, without regard for any choice of law or other rules that would cause the laws of any other jurisdiction to apply. Each party submits to the exclusive jurisdiction of any state or federal court sitting in Los Angeles County, California (the "**Chosen Courts**") in any litigation arising out of or relating to this Agreement, agrees that all claims in respect of any such litigation will be heard and decided only in any such Chosen Court, waives any claim of inconvenient forum or other challenge to venue in any such Chosen Court, and agrees not to bring or maintain any such litigation before any tribunal other than the Chosen Courts (except, for clarity, in any proper appeal from a Chosen Court).

11.3 Audit. Ordo may, by itself or through an independent third party, audit your use of the Services to verify your compliance with this Agreement. You agree to provide reasonable access to your systems and records for purposes of conducting these audits.

11.4 Third-Party Services. You acknowledge and agree that we use third-party hosting infrastructures and/or other services in connection with the Services ("**Third-Party Services**"). Notwithstanding any terms to the contrary in this Agreement, Ordo disclaims any liability or responsibility with respect to the Third-Party Services.

11.5 Feedback. Any suggestions, comments, or other feedback provided by you or any Users to Ordo with respect to Ordo or the Services (collectively, "**Feedback**") will not constitute your Confidential Information, and Ordo will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

11.6 Analytics. You acknowledge and agree that Ordo may collect, create, use, and store (a) anonymized and/or aggregated statistics regarding use of the Services and/or any individuals and/or entities that interact with the Services and/or (b) information, data, and/or other content derived from our use of Your Data as permitted in Section 1.3 (collectively, "**Analytic Data**"); provided, however, that Analytic Data will not identify you. As between the parties, Ordo owns all right, title, and interest in and to the Analytic Data, together with any and all intellectual property rights embodied in or related to the foregoing.

11.7 Publicity. You consent to Ordo's use of your name and logo on the Ordo website, identifying you as a customer of Ordo and describing your use of the Services notwithstanding any terms to the contrary in this Agreement. You agree that Ordo may issue a press release identifying you as customer of Ordo.

11.8 Force Majeure. Neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, whether foreseeable or not, including but not limited to acts of God (fires, storms, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers, epidemic, pandemic (including COVID-19), government actions, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

11.9 Electronic Communications. Ordo may choose to electronically deliver all communications with you, which may include email to the email address on or linked to your Account. Ordo's electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, and any other notices. You agree to do business electronically with Ordo and to receive electronically all current and future notices, disclosures, communications, and information, and that such electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

11.10 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by a party, by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed), and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, either party may assign this Agreement to any successor to substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise without such consent. This Agreement will be binding upon and enforceable against any successor or permitted assignee.

11.11 Waivers. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

11.12 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, (a) such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction, and (b) such provision, in such jurisdiction, will be replaced by a valid, legal and enforceable provision that best reflects the parties' intent for such first provision.