

## PROFIRE DATA SERVICES AND SUBSCRIPTION AGREEMENT

This Profire Data Services and Subscription Agreement (“Master Agreement”) is entered into by and between Profire Energy, a corporation organized under the laws of Nevada (“Profire”) and the customer(s) identified on the applicable Order Form (“Customer”) (together with Profire, the “Parties” and each individually a “Party”), and is effective as of the date reflected on the first Order Form between the Parties (“Effective Date”). By using the Profire Data Services, Customer acknowledges that it has understood, accepted, and agreed to be bound by this Master Agreement, any Order Form and the User Terms of Use, whether or not Customer or its Authorized Users have read them. If you do not agree with the terms of this Master Agreement, any Order Form or the User Terms of Use, Customer and its Authorized Users are not permitted to utilize the Profire Data Services. If you have any questions about this Agreement or the User Terms of Use, please contact Profire at solutions@profireenergy.com.

Last Modified Date of this Master Agreement: December 9, 2022.

### TERMS AND CONDITIONS

#### 1. Definitions.

1.1 “Agreement” means the Master Agreement together with any applicable Order Forms entered into between Profire and Customer.

1.2 “Applicable Laws” means all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority in any territory that has jurisdiction over the Parties, whether those laws, etc., are in effect as of the Effective Date or later come into effect during the term of this Agreement.

1.3 “Authorized User” means each employee or agent of Customer (i) authorized by Customer to access and/or use the Profire Data Services for Customer’s internal business purposes in accordance with this Agreement; (ii) to whom a password-protected account for use of the Profire Data Services has been created by or on behalf of Customer; and (iii) who, if required by Profire, has agreed to the applicable terms and conditions made available by Profire to such employee or agent for use of the Profire Data Services (the “User Terms of Use”).

1.4 “Content” means information obtained by Profire from publicly available sources or its third party content providers and made available to Customer through the Profire Data Services.

1.5 “Customer Data” means all information and data input by Authorized Users or, if applicable, by Profire personnel on behalf of an Authorized User, into the Profire Data Services, excluding Content and Non-Profire Applications.

1.6 “Documentation” means any standard user guide, manual or other explanatory materials regarding the Profire Data Services as provided or otherwise made electronically available by Profire to Customer, including as modified or updated by Profire from time to time.

1.7 “Fees” means the Subscription Fees and any other fees and expenses payable by Customer as set forth in this Master Agreement or the applicable Order Form.

1.8 “Intellectual Property Rights” means all intellectual property rights, including copyrights, patents, trademarks, trade secrets, know-how, databases, designs, software, processes, algorithms, user interfaces, techniques, other tangible or intangible technical material and any other proprietary information.

1.9 “Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.10 “Non-Profire Application” means a software application that is provided by Customer, or a third party that interoperates with the Service.

1.11 “Order Form” means an ordering document that is entered into between Customer and Profire regarding the Profire Data Services, including any schedules and supplements thereto.

1.12 “Professional Service(s)” means, collectively, the consulting, development, customization and other professional services which Customer orders from Profire under an applicable Order Form, including any deliverables described in the Order Form.

1.13 “Profire Data” means any data, information and insights generated from, derived from, appended, extrapolated from, modified, altered, transformed, compiled or otherwise adapted or enhanced from any data, including Customer Data, by Profire in accordance with this Agreement. For the avoidance of doubt, Profire Data does not include Customer Data. “Service(s)” means, collectively, the Profire Data Services and the Professional Services.

1.14 “Profire Data Service(s)” means, collectively, the Profire Data platform and any other software-as-a-service products ordered by Customer under an Order Form for use with the Profire Products, all as made available to Customer under this Agreement and as may be updated by Profire from time to time. “Profire Data Services” exclude Content and Non-Profire Applications.

1.15 “Profire Products” means PFConnect and the other products and services distributed by or on behalf of Profire and its affiliates.

1.16 “Subscription Fees” mean the monthly fees payable by Customer in consideration for its right to use and access the Profire Data Services in accordance with this Master Agreement and as described in the Order Form.

1.17 “Subscription Period” means the term of Customer’s subscription to the Profire Data Services as identified in the Order Form.

## 2. **Scope.**

2.1 License to the Profire Data Services. Subject to Customer’s compliance with the terms of the Agreement, Profire hereby grants to Customer during the term of the applicable Subscription Period a non-exclusive, limited, non-transferable right to access and use the Profire Data Services with the Profire Products via Profire’s internet-hosted web site, solely (i) for use by Authorized Users and no other users, in accordance with the User Terms of Use (if applicable), (ii) in support of Customer’s internal business purposes, and (iii) in strict accordance with the Agreement. Subject to Customer’s compliance with the terms of the Agreement, Profire hereby grants to Customer a non-exclusive,

limited, non-transferable right to use and copy the Documentation, solely for the purpose of using the Profire Data Services pursuant to this Section 2.1.

2.2 Provision of Profire Data Services. Profire shall use commercially reasonable efforts to make the Profire Data Services available 24 hours a day, 7 days a week, subject to (i) planned downtime (of which Profire shall give advance electronic notice), (ii) emergency maintenance, and (iii) the occurrence of force majeure events, as described in Section 10.2. Profire may utilize the services of any subcontractor as it deems appropriate to perform its obligations under the Agreement; provided, however, that Profire shall require its subcontractors to comply with all applicable terms and conditions of the Agreement.

2.3 Support. Profire shall provide Customer with technical support for the Profire Data Services in accordance with Exhibit A.

2.4 Usage Limits. The Profire Data Services and Content are subject to usage limits specified in the applicable Order Forms. If Customer exceeds a contractual usage limit, Profire may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Profire's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Profire Data Services or Content promptly upon Profire's request, and/or pay any invoice for excess usage in accordance with Section 2.10.

2.5 Restrictions. Customer shall not use, or allow others to use, the Services in any manner other than as expressly allowed in this Master Agreement, the Documentation and the applicable Order Form. Customer may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to discover or create the source code of the Profire Data Services or their structural framework, (ii) make any Service or Content available to anyone other than its Authorized Users, or use any Service or Content for the benefit of anyone other than Customer, (iii) sublicense, subcontract, translate, distribute, make available, rent, lease or sell any rights to the Services or Content, or include any Service or Content in a service bureau or outsourcing offering, (iv) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Profire Data Services, (v) harvest or collect information about or from other users of the Profire Data Services, (vi) probe, scan or test the vulnerability of the Profire Data Services, nor breach the security or authentication measures on the Profire Data Services or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Profire Data Services, (vii) modify or create derivative works of the Profire Data Services, (viii) use a Service or Non-Profire Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ix) attempt to gain unauthorized access to the Profire Data Services or their related systems or networks, (x) use a Service or Non-Profire Application to store or transmit Malicious Code, (xi) use the Services in whole or in part for benchmarking purposes, or for any illegal purpose, or any other purpose except as expressly provided under the Agreement, (xii) facilitate or encourage any violations of this Section 2.3, (xiii) interfere with or disrupt the integrity or performance of the Profire Data Services, (xiv) create Internet "links" to the Profire Data Services or "frame" or "mirror" any content therein, or (xv) use, or permit the use of, the Services in connection with the development of any product or service that is in competition with services or features provided by the Services.

2.6 Customer Responsibilities.

(a) Customer will (i) be responsible for its Authorized Users' compliance with this Master Agreement, the Documentation and Order Forms, (ii) be responsible for the interoperation of any Non-Profire Applications that Customer uses with the Profire Data Services or Content, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of Profire Data Services and Content, and notify Profire promptly of any such unauthorized access or use, (iv) use Profire Data Services and Content only in accordance with this Master Agreement, the Documentation, and Order Forms, and (v) comply with terms of service of any Non-Profire Applications with which Customer uses Profire Data Services or Content.

(b) Profire may require Customer and its Authorized Users to access certain features on the Profire Data Services. When registering for its accounts, Customer agrees to provide Profire with accurate, truthful, complete and updated information. When Customer or its Authorized Users access the Profire Data Services, Customer and its Authorized Users may be asked to provide a user name and password. Customer agrees, on behalf of itself and its Authorized Users, that Profire may store and use any registration data, including Customer's and its Authorized Users' user names and passwords provided to Profire for use in maintaining all Customer accounts. Profire may require Customer and its Authorized Users to periodically change its password.

(c) Any use of the Services in breach of the responsibilities in this Master Agreement by Customer or its Authorized Users that in Profire's judgment threatens the security, integrity or availability of Profire's services may result in Profire's immediate suspension of the Services, however Profire will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.7 Government Rights. Services acquired for use within or for any United States federal agency are provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

2.8 Violations of Law. If Customer receives notice that Content or a Non-Profire Application must be removed, modified and/or disabled to avoid violating Applicable Law or third-party rights, Customer will promptly do so. If requested by Profire, Customer shall confirm such deletion and discontinuance of use in writing and Profire shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. Notwithstanding the foregoing, Profire may immediately suspend provision of the Services at any time, without notice to Customer and without liability, if Profire suspects or receives notice that the Services or the use thereof actually or allegedly infringes or violates any third party's rights or violates any Applicable Laws. Profire may immediately suspend Customer's and its Authorized Users' access to and use of the Services in order to comply with Applicable Laws, or upon having reason to believe that any improper activity or potential damage to Profire Products or services or other customers is associated with Customer's or its Authorized Users' use of or access to the Services.

2.9 Security. Customer shall, and shall cause its Authorized Users to, ensure the security of all account IDs and passwords associated with Customer's and its Authorized Users' access to and use of the Profire Data Services, which may not be shared with any other individual. If any account ID or password is stolen or otherwise compromised, Customer shall immediately change the password and inform Profire of the compromise. Profire may change the authorization method for access to the Profire Data Services if it determines in its sole discretion that there are circumstances justifying such changes. Profire is not responsible for loss of any data in transmission or improper transmission by Customer or its Authorized Users and Customer is solely responsible for maintaining an appropriate

backup of Customer Data. Profire will adhere to industry standard security processes in hosting the Profire Data Services and will promptly respond to any security breaches of the Profire Data Services of which it becomes aware.

2.10 Reseller. Customer may purchase access to the Profire Data Services from a Profire authorized reseller ("Reseller") pursuant to a separate agreement between Customer and such Reseller ("Reseller Agreement"). Customer shall pay the Reseller all amounts due and owing under the Reseller Agreement (along with all taxes, tariffs, and duties) in accordance with such Reseller Agreement. The Reseller Agreement is between Customer and Reseller and is not binding on Profire.

2.11 Payment. Except for Profire Data Services purchased from a Reseller, Customer shall pay Profire the Fees as described in the applicable Order Form. Unless stated otherwise in the applicable Order Form, all invoiced amounts will be due and payable to Profire within thirty (30) days after Customer's receipt of an invoice, and all subsequent amounts outstanding beyond thirty (30) days from the invoice date will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under Applicable Law for the actual number of days elapsed. All billing and payment will be in the currency of the countries identified in the applicable Order Form. If Customer fails to make payments when due, Profire may, upon notice to Customer, suspend Customer's access and use of the Services until such payments are made. Customer will continue to be charged Subscription Fees during any period of suspension. Profire may impose a reconnection fee if Customer is suspended pursuant to this Section and thereafter requests access to the Services. Customer agrees and acknowledges that Profire has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is delinquent for thirty (30) days or longer.

2.12 Taxes. All fees and payments hereunder are nonrefundable and exclusive of all taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (except taxes on the income of Profire), and Customer agrees to pay such taxes, whether federal, state, local, or municipal.

### 2.13 Trial Software.

(a) If an Order Form indicates that software is being licensed for evaluation, Profire hereby grants to Customer and the Authorized Users specified in the Order Form a non-exclusive, royalty-free license to make the number of copies specified in the Order Form and otherwise use the software and any related documentation provided by Profire (collectively, "Trial Software") solely for evaluation purposes.

(b) Customer will not, and will ensure that any Authorized Users do not, translate, decompile, disassemble or reverse engineer the Trial Software. Customer will reproduce and will ensure that Authorized Users reproduce any copyright notices or other proprietary notices in the Trial Software on copies of those materials made by Customer.

(c) The license granted in this Section 2.12 will remain in effect during the evaluation period stated in the applicable Order Form ("Evaluation Period"), or if not stated in the Order Form, then the Evaluation Period will continue until 60 days after Profire sends the Trial Software to Customer. However, the Evaluation Period will automatically be extended as long as Customer and Profire are negotiating the terms of a software license. Profire may terminate this automatic extension at any time by written notice to Customer.

(d) At the end of the Evaluation Period, Customer will cease using and delete, destroy or return to Profire all reasonably accessible copies of the Evaluation Materials.

(e) As between Profire and Customer, title to, and all Intellectual Property Rights in, the Trial Software will at all times remain with Profire, subject to the evaluation license granted in this Section 2.12. The Trial Software is the Confidential Information of Profire.

(f) EXCEPT WITH RESPECT TO WARRANTIES OF AUTHORITY OR THOSE GRANTED IN THE APPLICABLE ORDER FORM, THE TRIAL SOFTWARE IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **3. Term and Termination.**

3.1 Term. The term of this Agreement will commence on the Effective Date and continue until the date when all Order Forms hereunder have expired or been terminated in accordance with this Section 3. The term of each Order Form shall be specified as the Subscription Period in the applicable Order Form.

3.2 Termination for Cause. A Party may terminate this Master Agreement or the applicable Order Form for cause (i) upon thirty (30) days' written notice to the other Party if the other Party materially breaches this Master Agreement or the applicable Order Form, and such breach has not been cured by the end of such thirty (30) day period, or (ii) immediately upon written notice to the other Party if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors. For the avoidance of doubt, failure to make payment in accordance with Section 2.10 shall be considered a material breach of the Agreement.

3.3 Termination for Convenience. Either Party may terminate this Master Agreement or any Order Form for convenience upon ninety (90) days' written notice to the other Party.

3.4 Effect of Termination. Upon any termination of the Agreement, (i) Customer's and its Authorized Users' right to access or use the Customer Data and the Profire Data Services shall immediately cease and except as otherwise provided herein, Profire will have no obligation to maintain, deliver or provide access to any Customer Data, (ii) all Order Forms shall immediately terminate, and (iii) Customer shall pay any balance due to Profire pursuant to Section 2.10. At Customer's request, and for a period of up to sixty (60) days after the end of the applicable Order Form, Profire will make available to Customer the Customer Data as existing in the Profire Data Services on the date of termination. At the end of such sixty (60) day period, and except as may be required by Applicable Law, Profire will delete or otherwise render inaccessible any of the Customer Data that remains in the Profire Data Services.

3.5 Survival. Customer's payment obligations, and Sections 2.5, 4, 6, 8, 9, and 10 will survive expiration or termination of the Agreement.

### **4. Ownership and Licenses.**

4.1 Reservation of Profire's Rights. All rights not expressly granted to Customer herein are expressly reserved by Profire. As between the Parties, the Profire Data Services are and will remain the exclusive property of Profire, and Profire will retain ownership of all Intellectual Property Rights relating to or residing in the Profire Data Services and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Customer will have no right, title, or interest in or to the same except as expressly granted in Section 2.1. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Profire's or its licensors' existing or future rights in or to the Profire Data Services except as expressly granted in Section 2.1. Profire trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by Profire and shall inure solely to the benefit of Profire; Customer shall not use any of the foregoing for any purpose without the prior written consent of Profire in each instance.

4.2 Customer Data.

(a) As between the Parties, Customer has and shall retain sole and exclusive title and ownership of all Customer Data. Customer grants to Profire a limited and non-exclusive license to use, copy, modify, distribute and display any Customer Data and any Non-Profire Applications provided by Customer, in each case, for purposes of providing the Services to Customer in accordance with this Agreement and as otherwise expressly authorized by this Agreement. If Customer chooses to use a Non-Profire Application with a Service, Customer grants Profire permission to allow the Non-Profire Application and its provider to access Customer Data and information about Customer's usage of the Non-Profire Application as appropriate for the interoperation of that Non-Profire Application with the Service. Customer acknowledges that it is solely responsible for the integrity, completeness, accuracy, and validity of Customer Data, and Profire shall not be responsible for any loss, damage or liability arising out of the Customer Data, including any mistakes contained in the Customer Data, the use or transmission of the Customer Data, or any results obtained from the Customer Data.

(b) Customer acknowledges that Customer Data will be aggregated with other customer data such that the Customer Data is no longer identifiable to Customer, and such aggregated data shall be Profire Data for the purposes of this Agreement. Once aggregated, Customer acknowledges and agrees that such data and information is not considered Confidential Information of Customer.

4.3 Profire Data. Profire has and shall retain sole and exclusive title and ownership of all Profire Data, and has the right to use such Profire Data for any lawful purpose.

4.4 Performance Data. In addition, Customer acknowledges and agrees that Profire may monitor and gather data and information related to Customer's use of the Profire Data Services, including, for example, data regarding memory usage, connection speed and efficiency. Customer acknowledges and agrees that such data and information is considered Profire Data and is not considered Confidential Information of Customer.

4.5 License by Customer to Use Feedback. Customer grants to Profire a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of Profire's services.

## 5. Specifications and Requirements.

5.1 Requirements for the Services. As between the Parties, Customer is responsible for obtaining and maintaining all computer hardware, software, communications and office equipment needed to access and use the Services, and for paying all associated third-party access charges.

5.2 Changes to the Profire Data Services. Profire may make upgrades and improvements to the Profire Data Services available to Customer from time to time. Profire may modify or delete any features of the Profire Data Services. Profire may, at any time, modify the Profire Data Services, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet Applicable Laws or industry-standard requirements or demands or requirements of third party service providers.

5.3 Changes to the Agreement or User Terms of Use. Profire will use commercially reasonable efforts to notify Customer of any changes to the Agreement and the User Terms of Use. Changes to the Agreement and User Terms of Use will be effective thirty (30) days following any announced change by Profire. Customer's continued use of the Services after any change has become effective constitutes acceptance of those changes.

5.4 Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Profire regarding future functionality or features.

5.5 Professional Services. To the extent any Professional Services are to be performed by Profire, such professional services will be defined in and performed pursuant to the applicable Order Form. Profire will perform such Professional Services in a reasonable and workmanlike manner.

## 6. Confidentiality.

6.1 Confidential Information. Each Party acknowledges and understands that, except as set forth in Section 6.2, any and all technical, trade secret, or business information, including, without limitation, financial information, business or marketing strategies or plans, product development or customer information, which is disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") or is otherwise obtained by the Receiving Party, its affiliates, employees, representatives or other agents that is designated as confidential or which should be reasonably understood as confidential under the circumstances, during the term of this Agreement (or during any negotiation or evaluation of Profire's services in connection with this Agreement) (the "Confidential Information") is confidential. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. Without limiting the foregoing, the Profire Data Services and all related technology, and the Documentation, is Profire's Confidential Information.

6.2 Exceptions. Confidential Information does not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; or (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with the Disclosing Party and which third party rightfully acquired such information.

6.3 Obligations. The Receiving Party shall maintain as confidential and shall not disclose (except to those employees, subcontractors, attorneys, accountants and other advisors, or agents of the Receiving Party who need to know such information for purposes of this Agreement and who have in turn been advised of the confidentiality obligation hereunder), copy, or use for purposes other than in connection with use or provision of the Services as authorized hereunder, the Disclosing Party's Confidential Information. Each Party agrees to protect the other Party's Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). Neither Party shall disclose the terms of this Master Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other Party's prior written consent. The Receiving Party shall be liable under this Agreement to the Disclosing Party for any use or disclosure of the Disclosing Party's Confidential Information in violation of this Agreement by the Receiving Party's employees, subcontractors, attorneys, accountants or other advisors, or agents.

6.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.5 Personal Data. With respect to the Profire Data Services, each Party agrees to comply with the Data Processing Addendum found at [●].

## 7. **Limited Warranties.**

7.1 Mutual Warranties. Each Party warrants to the other Party that (i) such Party has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement; and (ii) this Agreement does not conflict with any other agreement entered into by such Party.

7.2 Customer Warranties. Customer represents, warrants and covenants that it (i) will comply with all Applicable Laws with respect to its and its Authorized Users' access to and use of the Services; (ii) has received all third-party consents and certifications necessary for (a) the transmission of Customer Data into the Profire Data Services, and (b) Profire to use the Customer Data as permitted herein; and (iii) will not transmit any information related to an identified or identifiable natural person, that is protected by any Applicable Law related to the processing of personal data. Profire is not responsible for ensuring that the Services or any portion thereof is in compliance with Customer's criteria for legal compliance.

7.3 Profire Warranties. Profire warrants to Customer that, when used in accordance with the Documentation, the Profire Data Services will perform materially in compliance with the Documentation during the Subscription Term ("Services Warranty"). Profire's sole obligation under the Services Warranty, and Customer's sole and exclusive remedy for any breach of the Services Warranty, shall be for Profire to perform its technical support obligations as set forth in Section 2.3.

7.4 DISCLAIMERS. EXCEPT FOR THE SERVICES WARRANTY PROVIDED IN SECTION 7.3, PROFIRE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS,

IMPLIED, OR STATUTORY, REGARDING THE SERVICES, PROFIRE DATA PLATFORM ANY OTHER APPLICABLE PLATFORM THROUGH WHICH THE SERVICES ARE PROVIDED, AND ANY INFORMATION, MATERIALS AND OTHER SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF OR DAMAGE TO CUSTOMER DATA, LOSS OF BUSINESS OR LOST PROFITS. WITHOUT LIMITING THE FOREGOING, PROFIRE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT PROGRAM DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND PROFIRE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5 Third Party Data and Non-Profire Applications. The Profire Data Services may allow access to Non-Profire Applications, Content, data, information, materials or services disseminated by third-party sources. Customer acknowledges that Profire and its suppliers and licensors do not warrant or support, and disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of, such Non-Profire Applications, Content, data, information, materials or services. Customer is responsible for obtaining the licenses required for Customer to access and use any such Non-Profire Applications, Content, data, information, materials or services; and any acquisition by Customer of such products or services, and any exchange of data between Customer and any third-party provider, product or service, is solely between Customer and the applicable third-party provider. CUSTOMER USES SUCH NON-PROFIRE APPLICATIONS, CONTENT, THIRD-PARTY DATA, INFORMATION, MATERIALS AND SERVICES AT ITS OWN RISK.

7.6 Integration with Non-Profire Applications. The Profire Data Services may contain features designed to interoperate with Non-Profire Applications. Profire cannot guarantee the continued availability of such Profire Data Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Profire Application ceases to make the Non-Profire Application available for interoperation with the corresponding Profire Data Service features in a manner acceptable to Profire.

## 8. **Indemnification.**

8.1 By Profire. Profire will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Profire Data Services infringe or misappropriate such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Profire in writing of, a Claim Against Customer, provided Customer (i) promptly gives Profire written notice of the Claim Against Customer, but failure to provide such notice shall not relieve Profire of its indemnity obligations hereunder unless it is materially prejudiced thereby, (ii) gives Profire sole control of the defense and settlement of the Claim Against Customer (except that Profire may not settle any Claim Against Customer without Customer's approval unless it unconditionally releases Customer of all liability), (iii) shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such claim, and (iv) gives Profire all reasonable assistance, at Profire's expense. If Profire receives information about an infringement or misappropriation claim related to the Profire Data Services, Profire may in its discretion and at no cost to Customer (a) modify the Profire Data Services so that they are

no longer claimed to infringe or misappropriate, (b) obtain a license for Customer's continued use of the Profire Data Services in accordance with this Agreement, or (c) terminate Customer's subscriptions for the applicable Profire Data Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Profire Data Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Profire Data Services or any part thereof with software, hardware, data, or processes not provided by Profire, if the Profire Data Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Profire Data Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-Profire Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms. This Section states the Profire's sole liability to Customer, and the Customer's exclusive remedy against Profire, for any third party claim described in this Section.

8.2 By Customer. Customer will defend Profire and its affiliates against any claim, demand, suit or proceeding made or brought against Profire by a third party alleging (i) that any Customer Data or Customer's use of Customer Data with the Profire Data Services, (ii) a Non-Profire Application provided by Customer, or (iii) the combination of a Non-Profire Application provided by Customer and used with the Profire Data Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Profire Data Services or Content in an unlawful manner or in violation of the Master Agreement, the Documentation, or Order Form (each a "Claim Against Profire"), and will indemnify Profire from any damages, attorney fees and costs finally awarded against Profire as a result of, or for any amounts paid by Profire under a settlement approved by Customer in writing of, a Claim Against Profire, provided Profire (a) promptly gives Customer written notice of the Claim Against Profire, but failure to provide such notice shall not relieve Customer of its indemnity obligations hereunder unless it is materially prejudiced thereby, (b) gives Customer sole control of the defense and settlement of the Claim Against Profire (except that Customer may not settle any Claim Against Profire without Profire's approval unless it unconditionally releases Profire of all liability), (c) shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such claim, and (d) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Profire arises from Profire's breach of this Master Agreement, the Documentation or applicable Order Forms. This Section states the Customer's sole liability to Profire, and the Profire's exclusive remedy against Customer, for any third party claim described in this Section.

9. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES AND/OR ANY OTHER SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. PROFIRE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER TO PROFIRE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT (I) CUSTOMER'S LIABILITY ARISING FROM CUSTOMER'S INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF PROFIRE OR CUSTOMER'S BREACH OF THE LICENSE TO THE

SERVICES SET FORTH IN SECTION 2.1 OR (II) EITHER PARTY'S LIABILITY ARISING FROM SUCH PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

## 10. **General.**

10.1 Assignment. Neither Party may assign this Agreement without prior written consent of the other, except in the event of a merger, consolidation or sale of all or substantially all of such Party's assets to which this Agreement relates. Any attempt to assign this Agreement not in accordance with this Section 10.1 shall be null and void. Notwithstanding anything to the contrary in this Agreement, Profire shall have the right to assign, delegate, factor or transfer, in whole or in part, the right to receive payment of the monies or other receivables due to Profire for the Services, without the consent of, or notice to, Customer.

10.2 Force Majeure. Except with respect to the obligation of payment, neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, disease or pandemic, act of terror, strike or other labor problem (other than one involving Profire's employees), Internet service provider failure or delay, a Non-Profire Application, or denial of service attack. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

10.3 Limitation of Actions. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the cause of action has been or reasonably should have been discovered.

10.4 Governing Law. This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of Utah, excluding its conflict of laws provisions.

10.5 Arbitration. The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity hereof, any alleged breach of this Agreement or the engagement contemplated hereby (any of the foregoing, a "Claim") shall be submitted to Judicial Arbitration and Mediation Services ("JAMS"), or its successor, in Salt Lake City, Utah, for final and binding arbitration in front of a panel of three arbitrators with JAMS in Salt Lake City, Utah under the JAMS Comprehensive Arbitration Rules and Procedures (with each of Profire and Customer choosing one arbitrator, and the chosen arbitrators choosing the third arbitrator). The arbitrators shall, in their award, allocate all of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing Party, against the Party who did not prevail. The award in the arbitration shall be final and binding. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Customer and Profire agree and consent to personal jurisdiction, service of process and venue in any federal or state court within the State and County of Salt Lake County, Utah in connection with any action brought to enforce an award in arbitration.

10.6 Independent Contractors. Customer and Profire are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the Parties. Except as otherwise specifically provided in this Agreement, neither Party will have or represent that such Party has the right, power or authority to bind, contract or commit the other Party or to create any obligation on behalf of the other Party.

10.7 Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid) or by overnight courier, in each case to the addressed listed on the first page of the Agreement and will be effective upon receipt. Notices to Profire should be sent to the attention of its Chief Executive Officer. Email notices shall not suffice under this Section. Each Party may change its address for receipt of notices by giving notice of the new address to the other Party.

10.8 Publicity. Customer hereby grants to Profire the right to use Customer's name and logo on the Profire website and in Profire's collateral marketing materials relating to the Profire Data Services. Customer agrees to allow Profire to use Customer's name and logo (in such form as provided by Customer to Profire for such purpose) solely as a reference, current customer or user of the Profire Data Services in Profire marketing materials.

10.9 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the Parties to the fullest extent possible.

10.10 Waivers. The failure of either Party to enforce any provision of this Agreement, unless waived in writing by such Party, will not constitute a waiver of that Party's right to enforce that provision or any other provision of this Agreement.

10.11 LIMITED REMEDIES. WITHOUT LIMITING ANYTHING IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES (I) ARE A FUNDAMENTAL PART OF THE BASIS OF PROFIRE'S BARGAIN HEREUNDER, AND PROFIRE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS, DISCLAIMERS AND EXCLUSIONS, AND (II) ARE INTENDED BY THE PARTIES TO BE ENFORCEABLE TO THE MAXIMUM ALLOWED BY APPLICABLE LAW, SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

10.12 Equitable Remedies. Each Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the other Party and that monetary damages may be difficult to ascertain. Therefore, without prejudice to the rights and remedies otherwise available to it, and notwithstanding anything to the contrary set forth herein, each Party shall be entitled to seek relief by way of injunction or specific performance in any court of competent jurisdiction without the need of posting a bond or other security.

10.13 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

10.14 Remedies Cumulative. Unless explicitly stated otherwise, the enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by any Party to this

Agreement to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy or privilege, nor to limit the exercise of such right, power, remedy, or privilege, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

10.15 Entire Agreement. This Agreement supersedes all prior discussions, understandings and agreements with respect to its subject matter. Any terms on a purchase order, payment document, or other document submitted by Customer shall be void and have no force or effect.

10.16 Non-Solicit. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer shall not directly or indirectly solicit for employment or engagement, or hire, any employee or contractor of Profire, or encourage any employee or contractor Profire to leave his/her employment or engagement with Profire. Nothing in this Section 10.16 shall prohibit Customer from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees or contractors of Profire.

10.17 Export Compliance. The Services, Content, other Profire technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Profire and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use the Services or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

10.18 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.19 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Master Agreement, and (3) the Documentation.

10.20 Interpretation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**EXHIBIT A**  
**SUPPORT SERVICES**