

Master Service Agreement

Version 1.0 · Effective July 1, 2026

This Master Service Agreement (this "Agreement") is between DocDissect, LLC, a Connecticut limited liability company doing business as SpreadSpace ("SpreadSpace"), and the entity accepting this Agreement ("Customer"). SpreadSpace and Customer are each a "Party" and together the "Parties."

SpreadSpace provides financial document extraction and analytics services, available at spreadspace.app and through its API, SDKs, and embeddable components (together with the related Documentation and support, the "Services"). Customer wishes to use the Services to process financial documents and related data in connection with its own business.

THIS AGREEMENT TAKES EFFECT WHEN CUSTOMER FIRST CLICKS TO ACCEPT IT, CREATES AN ACCOUNT, EXECUTES AN ORDER FORM REFERENCING IT, OR USES THE SERVICES, WHICHEVER OCCURS FIRST (THE "EFFECTIVE DATE"). THE INDIVIDUAL ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, IT MAY NOT ACCESS OR USE THE SERVICES.

1. Definitions

1.1 "Applicable Law" means all laws, rules, and regulations applicable to a Party in its performance under this Agreement or, in Customer's case, in its use of the Services and its provision of Document Data.

1.2 "Documentation" means SpreadSpace's then-current technical documentation for the Services, currently available at docs.spreadspace.app.

1.3 “Document Data” means the documents and structured data that Customer submits to the Services — including bank statements, tax returns, borrower-prepared financial statements, and data Customer has exported from third-party financial data aggregators — together with the personal information they contain.

1.4 “Nonpublic Personal Information” or “NPI” has the meaning given in the Gramm-Leach-Bliley Act and its implementing regulations.

1.5 “Order Form” means an ordering document executed by both Parties that references this Agreement and specifies Services, fees, usage commitments, or special terms.

1.6 “Outputs” means the extractions, spreads, enrichments, analytics, and reports that the Services generate from Customer’s Document Data and deliver to Customer.

1.7 “Security Incident” means confirmed unauthorized access to or acquisition of unencrypted Document Data or Customer Confidential Information on systems SpreadSpace controls.

1.8 “Test Mode” means sandbox environments, test API keys, and similar non-production features of the Services.

2. The Services

2.1 Access. Subject to this Agreement and payment of applicable fees, SpreadSpace grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Services, including through API keys and the embeddable components, solely for Customer’s internal business purposes and in accordance with the Documentation. Using the embeddable components within Customer’s own applications to collect documents from Customer’s applicants and borrowers is an internal business purpose.

2.2 Restrictions. Customer and any end user under its employ will not, and will not permit any third party to: (a) resell, white-label, or make the Services available to third

parties as a standalone offering; (b) grant any third party not under the control of the Customer access to or permission to use the Services, except as expressly permitted in Section 2.1; (c) reverse engineer, decompile, or otherwise attempt to derive the source code, models, or extraction techniques embodied in the Services, or use the Services to build or benchmark a competing product, in part or in whole; (d) circumvent usage metering, rate limits, or security controls; (e) use the Services in violation of Applicable Law; or (f) submit content that Customer lacks the rights to submit. The Customer will comply with all terms and conditions of this Agreement, all Applicable Law, rules, and regulations, and all guidelines, standards, and requirements that may be communicated to Customer. In addition, Customer will not use the Services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in items or software used for any illegal activities.

2.3 Accounts and Keys. Customer is responsible for its users, credentials, and API keys, and for all activity occurring under them, and will notify SpreadSpace promptly of any suspected compromise or access by a third party.

2.4 Test Mode. Test Mode is provided as-is, without service levels, guarantees, or other representations or warranties, and is intended for development and integration testing using synthetic or non-production data. SpreadSpace may modify or reset Test Mode environments at any time.

2.5 Support. SpreadSpace provides support by email at support@spreadspace.app during 9:00 a.m. – 6:00 p.m. Eastern time, Monday through Friday, excluding U.S. federal holidays.

2.6 Changes; Beta Features. SpreadSpace may improve and modify the Services, provided that no change will materially degrade the core functionality of paid Services during a then-current subscription term. Features identified as beta, preview, or early access are provided as-is and may be changed or withdrawn at any time.

2.7 Intellectual Property. Except for the limited right and licenses granted herein, SpreadSpace retains all right, title, and interest (including all intellectual property and proprietary rights) in and to the Services, all copies, modifications, and derivative works

thereof (including all intellectual property and proprietary rights involved in the development of additional Services).

3. Customer Responsibilities

3.1 Rights and Consents. Customer represents and warrants that it has obtained all rights, consents, and authorizations required to submit Document Data to SpreadSpace and to have it processed as described in this Agreement, including any notices to or consents from borrowers, applicants, guarantors, and other third parties required by Applicable Law, and any authorizations required under Customer's agreements with financial data aggregators.

3.2 Credit Decisions. The Services provide document extraction and analytics only; they do not render credit decisions, and Outputs are not recommendations or advice. SpreadSpace is not a consumer reporting agency, and Outputs are not consumer reports. Customer is solely responsible for reviewing and verifying Outputs before relying on them, for its underwriting and credit decisions, and for its compliance with the laws applicable to its lending activities, including, as applicable, GLBA, FCRA, ECOA, and fair-lending laws.

4. Document Data; Privacy; AI Processing

4.1 Ownership; License. As between the Parties, Customer owns Document Data. Customer grants SpreadSpace a non-exclusive license to host, process, and transmit Document Data as necessary to provide the Services, to prevent fraud, abuse, and security incidents, to comply with Applicable Law, and as otherwise described in this Agreement.

4.2 Roles. For Document Data, SpreadSpace acts as Customer's processor and service provider and processes Document Data solely on Customer's behalf and documented

instructions, which consist of this Agreement, the Documentation, Customer's configuration of the Services, and Customer's use of the Services. For account, billing, and usage information, SpreadSpace acts as a controller as described in its Privacy Policy at <https://spreadspace.app/legal/privacy>, which governs that information.

4.3 Processor Commitments. To the extent state privacy laws apply to Document Data, SpreadSpace will: (a) process Document Data only for the purposes described in this Agreement; (b) ensure that personnel with access are bound by confidentiality obligations; (c) impose materially equivalent data-protection obligations on subprocessors; (d) provide reasonable assistance with consumer requests, security obligations, and assessments; (e) delete or de-identify Document Data as described in Section 11.4; and (f) make available information reasonably necessary to demonstrate compliance with this Section.

4.4 Borrower Requests. If a borrower, applicant, or other individual contacts SpreadSpace directly about Document Data, SpreadSpace will direct that individual to Customer and will assist Customer as reasonably necessary to respond, consistent with the Privacy Policy.

4.5 Subprocessors. Customer provides a general authorization for SpreadSpace to use subprocessors in providing the Services, including the categories identified in the Privacy Policy (cloud infrastructure and AI inference, edge network and security, application hosting, identity and authentication, payment processing, and email). SpreadSpace maintains a list of current sub-processors at <https://spreadspace.app/legal/subprocessors>. SpreadSpace will provide 30 days' advance notice of any new subprocessor that will process Document Data. If Customer reasonably objects to a new subprocessor on data-protection grounds and the Parties cannot resolve the objection, Customer may terminate the affected Services and receive a pro-rata refund of prepaid, unused fees.

4.6 AI Processing. Portions of the Services use machine-learning models, including large language models, to process documents. Model inference runs within SpreadSpace's AWS environment through Amazon Bedrock; Document Data is not

transmitted to the model developer, is not retained by the model service, and is not used to train generalized AI models.

4.7 Automated Processing; Personnel Access. The Services extract data through automated processing. SpreadSpace does not use offshore human-review teams. Access to Document Data by SpreadSpace personnel is limited to what is necessary for support, quality assurance, incident response, and improving extraction accuracy, and is subject to the access controls and logging described in Section 9.

5. De-identified Data

5.1 SpreadSpace may create de-identified and aggregated data from Document Data and from Customer's use of the Services ("De-identified Data"). De-identified Data does not identify, and cannot reasonably be linked to, Customer, any borrower, or any other entity or individual.

5.2 As between the Parties, SpreadSpace owns and will own all rights, title, and interest, including intellectual property rights, in and to De-identified Data or derivatives thereof and may use it for any lawful purpose during and after the Term, including to improve extraction accuracy, develop the Services, and produce industry statistics and benchmarks. Customer also agrees that SpreadSpace may continue to use that De-identified Data indefinitely.

5.3 SpreadSpace will (a) maintain De-identified Data in de-identified form, (b) not attempt to re-identify it, and (c) contractually require the same of any recipient. De-identified Data is not Confidential Information of Customer. This Section 5 survives termination or expiration of this Agreement.

6. Outputs

6.1 Ownership. Upon delivery, and as between the Parties, Customer owns the Outputs generated from its Document Data.

6.2 Permitted Sharing. Customer may use Outputs for its internal business purposes, including underwriting, originating, servicing, selling, securitizing, and participating credit, and may disclose Outputs only to: (a) to the borrower or applicant to which they relate; (b) to regulators, examiners, and government guarantors, including the U.S. Small Business Administration; (c) to actual or prospective purchasers, participants, or assignees of the underlying credit and their diligence agents; and (d) to Customer's auditors, insurers, and professional advisors.

6.3 Restrictions. Customer will not resell, license, or distribute Outputs as a standalone product or service, and will not use Outputs or the Services to develop, train, or improve a competing document-extraction product. This Section 6 will survive this Agreement.

7. Fees and Payment

7.1 Fees. Customer will pay the fees stated in the applicable Order Form or, for self-service accounts, the fees published in the Services at the time of use. Usage-based fees are calculated from SpreadSpace's metering records, which are authoritative absent manifest error.

7.2 Invoicing and Payment. For self-service accounts, subscription fees are invoiced monthly in arrears and charged automatically through SpreadSpace's payment processor, and Customer authorizes those recurring charges, and any undisputed, unpaid subscription fees on each invoice must be paid by Customer within 10 days of the invoice date. For self-service accounts, document processing fees are invoiced immediately upon delivery of such services, and charged automatically through SpreadSpace's payment processor, and Customer authorizes those charges, and any

undisputed, unpaid document processing fees on each invoice must be paid by Customer within 10 days of the invoice date. Customers with self-service accounts expressly authorize SpreadSpace to process payment instantly using the debit card, credit card, ACH, or bank details provided at account signup or thereafter. For recurring payments, SpreadSpace shall automatically charge the Customer's on-file payment method upon the rendering of Services or issuance of the invoice. Order Form accounts are invoiced as stated in the Order Form, and undisputed amounts are due within 30 days of the invoice date. All fees are payable in U.S. dollars and, except as expressly stated in this Agreement, are non-refundable. Fees are exclusive of taxes; Customer is responsible for all applicable taxes other than taxes on SpreadSpace's income.

7.3 Unextractable Documents. SpreadSpace reserves the right to charge Customer for documents submitted for processing that are rejected as ineligible or from which data cannot be extracted; provided, however, that those fees will be included as a separate line item on the related invoice.

7.4 Prohibited Use and Additional Fees. Customer agrees to use the Services only for their intended, lawful purposes. Customer shall not use the Services in a manner that is abusive, excessively disproportionate, or causes harm to SpreadSpace's systems, employees, or other customers. In the event of extreme, harmful, or prohibited use (including but not limited to excessive server strain, malicious attacks, or harassing conduct), SpreadSpace reserves the right to immediately suspend service. Furthermore, Customer agrees to pay an additional fee equal to the processing costs related to any prohibited, extreme, or other harmful use plus the actual costs incurred by SpreadSpace to repair, mitigate, or investigate such misuse, as reasonable liquidated damages and not as a penalty. This right to charge fees is in addition to, and not in lieu of, any other legal or equitable remedies SpreadSpace may pursue.

7.5 Invoice Disputes. Customer must notify SpreadSpace of a good-faith invoice dispute, with reasonable detail, within 30 days of the invoice date. The Parties will work promptly and in good faith to resolve the dispute, and Customer will pay undisputed amounts when due.

7.6 Late Amounts; Suspension. If Customer fails to make any payment when due, without limiting SpreadSpace's other rights and remedies, SpreadSpace may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or the highest rate permitted by Applicable Law if lower, and Customer will reimburse SpreadSpace's reasonable costs of collection. SpreadSpace may suspend the Services if undisputed amounts remain unpaid 10 business days after notice of nonpayment, and may suspend immediately where reasonably necessary to address a security risk, unlawful use, or legal requirement. SpreadSpace will restore suspended Services promptly after the cause of suspension is resolved.

7.7 Price Changes. SpreadSpace may change self-service pricing on at least 30 days' notice, effective for usage after the notice period. Pricing under an Order Form is fixed for the then-current term; unless the Order Form states otherwise.

8. Confidentiality

8.1 Definition. "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other ("Recipient") that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances, including, without limitation, Document Data, Outputs, financial information, customer information, product roadmaps, pricing, trade secrets, and security information. To the extent reasonable, all information disclosed by the Disclosing Party must be presumed to constitute Confidential Information and will be so regarded by the Recipient. Confidential Information does not include information that (a) is or becomes publicly available through no fault of the Recipient; (b) was known to the Recipient without restriction before disclosure; (c) is received from a third party without breach of any obligation; or (d) is independently developed without use of the Discloser's Confidential Information.

8.2 Obligations. The Recipient will use the Discloser's Confidential Information only to perform its obligations or exercise its rights under this Agreement; will protect it using at

least the degree of care it uses for its own similar information, and no less than reasonable care; and will limit access to those personnel, affiliates, and contractors who need it for those purposes and are bound by obligations at least as protective as this Section.

8.3 Compelled Disclosure. If the Recipient is legally compelled to disclose Confidential Information, it will, where lawful, give the Discloser prompt notice and reasonable cooperation, at the Discloser's expense, to seek protective treatment, and will disclose only the portion legally required.

8.4 Duration. Confidentiality obligations continue for three (3) years after termination or expiration of this Agreement, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under Applicable Law.

9. Security

9.1 Security Program. SpreadSpace maintains administrative, technical, and physical safeguards designed to protect Document Data and Customer Confidential Information, including encryption in transit and at rest, role-based access controls, network isolation, and logging and monitoring. SpreadSpace's security program is aligned with the SOC 2 framework.

9.2 Reports and Diligence. No more than once per twelve-month period and subject to confidentiality, SpreadSpace will, on request, provide its then-current SOC 2 report or summary security documentation and will complete reasonable security questionnaires in support of Customer's vendor-management obligations.

9.3 Incident Notice. SpreadSpace will notify Customer of a Security Incident without undue delay, and in any event within 72 hours of confirming it; will provide information reasonably available to SpreadSpace about its nature, scope, and remediation; will cooperate with Customer's legal notification obligations; and will take reasonable steps

to contain and remediate the incident. SpreadSpace's notice of a Security Incident is not an admission of fault or liability.

9.4 Data Location. The Services are hosted in the United States, and Document Data is processed and stored in the United States.

10. Financial Institution Provisions

10.1 GLBA. Where Customer is a financial institution and Document Data includes NPI, SpreadSpace will maintain the safeguards described in Section 9 consistent with applicable requirements under GLBA and its implementing regulations, will use NPI only to provide the Services and as otherwise permitted by this Agreement and Applicable Law, and will not disclose NPI except as permitted by this Agreement.

10.2 Regulatory Examination. To the extent required by Applicable Law, including the Bank Service Company Act, SpreadSpace will cooperate with the examination or supervision of the Services by Customer's federal or state financial regulators.

10.3 Business Continuity. On request, SpreadSpace will provide a summary of its business continuity and disaster recovery approach for the Services.

11. Term and Termination

11.1 Term. This Agreement begins on the Effective Date and continues until terminated as permitted below or until all Order Forms have expired and all self-service use has ended (the "Term"). Self-service subscriptions run month to month, and either Party may terminate them effective at the end of the then-current monthly period. Order Form terms are as stated in the Order Form; unless the Order Form provides otherwise, Order Forms renew for successive one-year periods unless either Party gives notice of non-renewal at least 60 days before the end of the then-current period.

11.2 Termination for Cause. Either Party may terminate this Agreement or an affected Order Form on written notice if the other Party (a) materially breaches this Agreement and fails to cure within 30 days after notice of the breach, or (b) becomes subject to bankruptcy, insolvency, receivership, or a general assignment for the benefit of creditors. SpreadSpace may also terminate on notice if providing the Services to Customer becomes prohibited by Applicable Law.

11.3 Effect of Termination. Upon termination or expiration, Customer's access to the Services ends, and Customer will pay all fees accrued through the effective date of termination, due within 10 days of the final invoice.

11.4 Export and Deletion. For 30 days after termination or expiration, SpreadSpace will make Customer's Document Data and Outputs available for export through the Services or API. Thereafter, SpreadSpace will delete or de-identify Document Data, subject to legal retention requirements and routine backup cycles, with backup copies deleted in the ordinary course.

11.5 Survival. Provisions that by their nature should survive — including Sections 1, 3.2, 5, 6, 7 (with respect to accrued amounts), 8, 11.3 through 11.5, 12.4, 13, 14, and 16 — survive termination or expiration.

12. Warranties; Disclaimers

12.1 Mutual. Each Party represents and warrants that it has the power and authority to enter into this Agreement and will comply with Applicable Law in performing under it.

12.2 Services Warranty. SpreadSpace warrants that the Services will perform materially in accordance with the Documentation. Customer's exclusive remedy, and SpreadSpace's sole obligation, for breach of this warranty is for SpreadSpace to re-perform the affected Services and, if SpreadSpace cannot do so within 7 days for Customer to terminate the affected Services and receive a pro-rata refund of prepaid, unused fees.

12.3 Accuracy. Extraction and analytics are performed on documents of varying quality, completeness, and format. While the Services are designed for accuracy and repeatability, SpreadSpace does not warrant that Outputs will be error-free, and Customer must review Outputs before relying on them as described in Section 3.2.

12.4 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES, OUTPUTS, TEST MODE, AND BETA FEATURES ARE PROVIDED "AS IS," AND SPREADSPACE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SPREADSPACE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Indemnification

13.1 By Customer. Customer will defend, indemnify, and hold harmless SpreadSpace and its affiliates from and against third-party claims, and resulting liabilities, damages, and reasonable costs (including attorneys' fees), arising from (a) Document Data, including any claim that SpreadSpace's processing of Document Data as permitted by this Agreement violates a third party's rights or Applicable Law because Customer failed to obtain required rights, notices, or consents; (b) Customer's use of the Services in violation of this Agreement or Applicable Law; or (c) Customer's credit decisions, lending activities, and other financial services.

13.2 By SpreadSpace. SpreadSpace will defend, indemnify, and hold harmless Customer and its affiliates from and against third-party claims, and resulting liabilities, damages, and reasonable costs (including attorneys' fees), alleging that the Services, as provided by SpreadSpace and used as authorized under this Agreement, infringe a third party's U.S. intellectual property rights. If such a claim arises or in SpreadSpace's judgment is likely to arise, SpreadSpace may (a) procure the right for Customer to continue using the Services, (b) modify or replace the Services with substantially equivalent functionality, or

(c) if neither is commercially reasonable, terminate the affected Services and refund prepaid, unused fees. SpreadSpace has no obligation under this Section for claims arising from Document Data, from combination of the Services with items not provided by SpreadSpace, from use in violation of this Agreement, or from continued use after SpreadSpace has provided a non-infringing alternative.

13.3 Procedure. The indemnified Party will provide prompt written notice of the claim, reasonable cooperation at the indemnifying Party's expense, and sole control of the defense and settlement to the indemnifying Party, except that no settlement imposing non-monetary obligations on the indemnified Party may be entered without its consent, not to be unreasonably withheld.

14. Limitation of Liability

14.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SPREADSPACE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY.

14.3 Exclusions. The limitations in this Section 14 do not apply to (a) Customer's payment obligations, (b) a Party's indemnification obligations under Section 13, or (c) a Party's infringement or misappropriation of the other Party's intellectual property.

Notwithstanding Section 14.2, for SpreadSpace's breach of Section 9 resulting in a Security Incident, SpreadSpace's aggregate liability will not exceed two times (2×) the amounts paid or payable by Customer to SpreadSpace in the twelve (12) months preceding the event first giving rise to liability.

15. Publicity

Neither Party will use the other Party's name, logo, or trademarks without prior written consent. With Customer's written consent (email is sufficient), SpreadSpace may identify Customer as a customer in customer lists and marketing materials, subject to any brand guidelines Customer provides.

16. General

16.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship.

16.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement in its entirety, on notice, to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided the successor assumes all obligations under it. Any other purported assignment is void.

16.3 Notices. Notices must be in writing and are effective when delivered (a) to SpreadSpace at 18 Locust Ave, New Canaan, CT with a copy to legal@spreadspace.app, and (b) to Customer at the notice contact on its account or Order Form. Email notice is effective upon receipt of a delivery or read receipt or, absent a bounce, one business day after sending. SpreadSpace may provide operational notices through the Services.

16.4 Modifications. SpreadSpace may update this Agreement from time to time. For self-service accounts, material updates take effect 30 days after notice, and continued use after that date constitutes acceptance; a Customer that objects may stop using the Services and cancel. For accounts under an active Order Form, material updates take effect at the start of the next renewal term, except updates required by Applicable Law or applicable only to new features, which take effect as stated in the notice.

16.5 Force Majeure. Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, epidemics, governmental action, utility or internet failures, and denial-of-service attacks, provided the affected Party uses reasonable efforts to mitigate. This Section does not excuse payment obligations for Services already delivered.

16.6 Counterparts; Electronic Acceptance. Order Forms may be executed in counterparts. Electronic signatures and click-through acceptance are valid and enforceable to the same extent as handwritten signatures.

16.7 Attorneys' Fees. The substantially prevailing Party in any dispute arising out of this Agreement is entitled to recover its reasonable costs and attorneys' fees.

16.8 Severability; Waiver. If any provision is held unenforceable, it will be reformed to the minimum extent necessary to make it enforceable, and the remainder of this Agreement remains in effect. A waiver is effective only if in writing and only for the specific instance given.

16.9 Entire Agreement; Order of Precedence. This Agreement, together with Order Forms and the documents referenced in it (including the Privacy Policy with respect to Account Data), is the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous understandings. In the event of a conflict, the order of precedence is: the Order Form, then this Agreement, then the Documentation. Terms in a Customer purchase order or vendor form are rejected and have no effect.

16.10 Governing Law; Venue; Jury Waiver. This Agreement is governed by the laws of the State of Connecticut, without regard to conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Fairfield County, Connecticut. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.