

Fill in this information to identify the case:

Debtor 1 NIKOLA MOTOR COMPANY LLC

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number 25-10261

RECEIVED

MAR 14 2025

LEGAL SERVICES

Filed: USBC - District of Delaware
Nikola Corporation, Et al
25-10258 (TMH)

(CLM)

NKL



0000000007

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

SIMPPLR INC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

SIMPPLR INC

Name

3 TWIN DOLPHIN DRIVE SUITE 160

Number Street

REDWOOD CITY CA 94065

City State ZIP Code

Contact phone 8777508330

Contact email AR@SIMPPLR.COM

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 3 8 8

7. How much is the claim? \$ 33,231.60 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

INTRANET LICENSE SUBSCRIPTION

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/12/2025
MM / DD / YYYY

Theresa Scianna

Signature

Print the name of the person who is completing and signing this claim:

Name	Theresa Scianna		
	First name	Middle name	Last name
Title	Collection Analyst		
Company	Simpplr Inc		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	3 Twin Dolphin Drive Suite 160		
	Number	Street	
	Redwood City		CA 94065
	City	State	ZIP Code
Contact phone	8777508330		Email <u>ar@simpplr.com</u>



New Vendor: Domestic Information Packet

Vendor Information

Company Name: Simpplr

Physical Address: 3 Twin Dolphin Dr STE 160, Redwood City, CA 94065-1604

Phone: (877) 750-8330

Email: ar@simpplr.com

Federal Tax ID Number: 47-1850837

Requestor, Nikola Employee: _____

Billing/Payments

Remittance Address: 3 Twin Dolphin Dr STE 160, Redwood City, CA 94065-1604

Phone: (877) 750-8330

Remittance Email: ar@simpplr.com

Invoicing Requirements

- Ⓢ Invoice Number, Invoice Date, Bill To: Nikola, Purchase Order/Schedule Agreement & Nikola Part Numbers.
- Ⓢ Specify the alpha-numeric PO Number on the invoice, e.g., PO-0001234, 4500000000, or 5500000000.
- Ⓢ Only one PO/SA should be referenced per invoice.
- Ⓢ Each invoice needs to be in a separate attachment when submitted through email.
- Ⓢ Default payment terms are Net 60 days.

Accounts Payable Contact Information

<u>Invoices@nikolamotor.com</u>	Send one invoice per PDF. Unmonitored, intake queue only.
<u>APInquiry@nikolamotor.com</u>	Statements, payment inquiries and account updates.

Additional Nikola Information

Steve Girsky, Chief Executive Officer Stasy Pasterick, Chief Financial Officer Britton Worthen, Chief Legal Officer	DUNS: 081217453 VAT#: DE336213181 (German Registered) AZ Resale License #: 21285148 Date Organized: February 2, 2016
Banking Reference: Trinity Smith (925-675-2805) <u>trinity.c.smith@bofa.com</u>	

Corporate Address:
4141 E Broadway Rd
Phoenix, AZ 85040

Manufacturing Address:
680 E Houser Rd
Coolidge, AZ 85131

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SIMPPLR

Accounts Receivable <ar@simpplr.com>

Fwd: Introduction - Simpplr | Nikola

2 messages

Trinh Dao <trinh.dao@simpplr.com>
To: Accounts Receivable <ar@simpplr.com>

Wed, Mar 12, 2025 at 4:59 PM

----- Forwarded message -----

From: **Trinh Dao** <trinh.dao@simpplr.com>
Date: Tue, Nov 28, 2023 at 12:08 PM
Subject: Introduction - Simpplr | Nikola
To: <Nicole.Winslow@nikolamotor.com>, <krissey.eveld@nikolamotor.com>
Cc: Billing Simpplr <billing@simpplr.com>, Michelle Yek <michelle.yek@simpplr.com>, Vidya Pichu <vidya.pichu@simpplr.com>

Hi Nicole and Krissy,

My name is Trinh Dao. I'm one of the Simpplr billing team members. As you may have known, Simpplr acquired Socrates in August and Socrates' contracts are assigned to Simpplr.

I attached here a copy of Simpplr's W9 and Nikola's contract with Socrates. Would you please let us know if you need anything from us to set Simpplr in your vendor system?

Thank you.

Trinh Dao

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in the 2024 Gartner® Magic Quadrant™
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2 attachments **Simpplr W9.pdf**
233K

 **SocratesNikolaFullyExecuted.pdf**
460K

Trinh Dao <trinh.dao@simpplr.com>
To: Accounts Receivable <ar@simpplr.com>

Wed, Mar 12, 2025 at 5:00 PM

----- Forwarded message -----

From: **Nicole Winslow** <Nicole.Winslow@nikolamotor.com>
Date: Tue, Feb 20, 2024 at 7:57 AM
Subject: RE: Introduction - Simpplr | Nikola
To: Billing Simpplr <billing@simpplr.com>, Krissy Eveld <Krissy.Eveld@nikolamotor.com>
Cc: Fay Karchagani <fay.karchagani@simpplr.com>, Nikola Invoices <invoices@nikolamotor.com>

Good morning,

Thank you for your patience, the PO number is 4500004605.

Thank you,

Nicole

Nicole Winslow
People Operations

Human Resources
nicole.winslow@nikolamotor.com

NIKOLA.

nikolamotor.com | 4141 E Broadway Rd | Phoenix | AZ | 85040



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From: Billing Simpplr <billing@simpplr.com>
Sent: Friday, February 9, 2024 8:27 PM
To: Nicole Winslow <Nicole.Winslow@NikolaMotor.com>; Krissy Eveld <Krissy.Eveld@NikolaMotor.com>
Cc: Fay Karchagani <fay.karchagani@simpplr.com>
Subject: Re: Introduction - Simpplr | Nikola

You don't often get email from billing@simpplr.com. Learn why this is important

Hi Nicole and Krissy,

Our invoice (attached) was rejected by Accounts Payable as they require a Purchase Order in order to process payment. Could you please forward us a PO so I can revise/resend the invoice?

Thanks,

Tarra



Tarra Pruett
Billing Department
Time Zone: Pacific Time (GMT-7)
e. billing@simpplr.com (inquiries & purchase orders)
e. ar@simpplr.com (remittance advice)

On Thu, Feb 1, 2024 at 7:21 AM Nicole Winslow <Nicole.Winslow@nikolamotor.com> wrote:

Hi Fay,

Thank you for the update. We will watch for the updated invoice.

Thank you,

Nicole

Nicole Winslow
People Operations

Human Resources
nicole.winslow@nikolamotor.com

NIKOLA.

[nikolamotor.com](https://www.nikolamotor.com) | 4141 E Broadway Rd | Phoenix | AZ | 85040



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From: Fay Karchagani <fay.karchagani@simpplr.com>
Sent: Wednesday, January 31, 2024 4:37 PM
To: Nicole Winslow <Nicole.Winslow@NikolaMotor.com>
Cc: Krissy Eveld <Krissy.Eveld@NikolaMotor.com>; Billing Simpplr <billing@simpplr.com>
Subject: Re: Introduction - Simpplr | Nikola

You don't often get email from fay.karchagani@simpplr.com. Learn why this is important

Hi Nicole, thank you for being patient while I asked for confirmation/approval for the request of reduction in user licenses.

The original number of users per your agreement is 1500. Per your request, we have reduced that number by 650 user licenses. The total billable number of licenses for 02.03.2024-02.02.2025 will be at 850 user licenses.

You will also receive a revised invoice.

Please let me know if you have any questions.

SIMPPLR

Fay Karchagani

Account Manager

w: simpplr.com

Find out why Simpplr is named a Leader
in the 2023 Gartner® Magic Quadrant™
for Intranet Packaged Solutions



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On Wed, Jan 31, 2024 at 8:25 AM Fay Karchagani <fay.karchagani@simpplr.com> wrote:

Hi Nicole, thanks for providing the below.

I will come back to you before the end of the day with confirmation.

Thanks for being patient.

On Thu, Jan 25, 2024 at 1:20 PM Nicole Winslow <Nicole.Winslow@NikolaMotor.com> wrote:

Hi Fay,

Yes, please see attached.

Thank you,

Nicole

Nicole Winslow

People Operations

Human Resources

nicole.winslow@nikolamotor.com

NIKOLA.

nikolamotor.com | 4141 E Broadway Rd | Phoenix | AZ | 85040



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From: Fay Karchagani <fay.karchagani@simplr.com>
Sent: Thursday, January 25, 2024 1:25 PM
To: Nicole Winslow <Nicole.Winslow@NikolaMotor.com>
Cc: Krissy Eveld <Krissy.Eveld@NikolaMotor.com>
Subject: Re: Introduction - Simpplr | Nikola

You don't often get email from fay.karchagani@simplr.com. Learn why this is important

Hi Nicole, thank you for being patient while we are able to confirm details around your request.

Do you have correspondence with Melisa regarding the reduction request?

Thanks

SIMPPLR

Fay Karchagani

Account Manager

w: [simpplr.com](https://www.simpplr.com)

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On Wed, Jan 3, 2024 at 8:32 AM Nicole Winslow <Nicole.Winslow@NikolaMotor.com> wrote:

Hi Team,

I want to ensure we have our employee count updated to 850 prior to the next invoice, can you please confirm this was complete?

Thank you,

Nicole

Nicole Winslow
People Operations

Human Resources
nicole.winslow@nikolamotor.com

NIKOLA.

nikolamotor.com | 4141 E Broadway Rd | Phoenix | AZ | 85040



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From: Trinh Dao <trinh.dao@simpplr.com>

Sent: Wednesday, December 6, 2023 5:07 PM

To: Nicole Winslow <Nicole.Winslow@NikolaMotor.com>

Cc: Billing Simpplr <billing@simpplr.com>; Michelle Yek <michelle.yek@simpplr.com>; Vidya Pichu <vidya.pichu@simpplr.com>; fay.karchagani@simpplr.com; Krissy Eveld <Krissy.Eveld@NikolaMotor.com>

Subject: Re: Introduction - Simpplr | Nikola

You don't often get email from trinh.dao@simpplr.com. Learn why this is important

Hi Nicole,

I attached here the new vendor form and Simpplr's W9. I see that you are now connected with Fay. Fay can help you with the deduction of users. The next invoice will be sent in January and I hope we will have all necessary paperwork done by then.

Fay - are we going to have the revised SO as the number of users are reducing from 1,500 to 850?

Thanks.

Trinh

On Wed, Dec 6, 2023 at 3:33 PM Nicole Winslow <Nicole.Winslow@nikolamotor.com> wrote:

Hi Trinh,

I wanted to follow up on my email below. We are unable to remit payment with the first invoice next year until this is complete.

Thank you,

Nicole

Nicole Winslow
People Operations

Human Resources
nicole.winslow@nikolamotor.com

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nikolamotor.com | 4141 E Broadway Rd | Phoenix | AZ | 85040



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From: Nicole Winslow
Sent: Tuesday, November 28, 2023 1:26 PM
To: Trinh Dao <trinh.dao@simplr.com>; Krissy Evelt <krissy.evelt@nikolamotor.com>

Cc: Billing Simpplr <billing@simpplr.com>; Michelle Yek <michelle.yek@simpplr.com>; Vidya Pichu <vidya.pichu@simpplr.com>

Subject: RE: Introduction - Simpplr | Nikola

Hi Trinh,

Can you please complete the attached document as well?

Additionally, I want to ensure that our employee count was updated to reflect 850 employees? This was discussed with Melissa a few weeks back but want to ensure the information was passed along.

Thank you,

Nicole

Nicole Winslow

People Operations

Human Resources

nicole.winslow@nikolamotor.com

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From: Trinh Dao <trinh.dao@simpplr.com>

Sent: Tuesday, November 28, 2023 1:08 PM

To: Nicole Winslow <Nicole.Winslow@NikolaMotor.com>; Krissy Evelt <Krissy.Eveld@NikolaMotor.com>

Cc: Billing Simpplr <billing@simpplr.com>; Michelle Yek <michelle.yek@simpplr.com>; Vidya Pichu <vidya.pichu@simpplr.com>

Subject: Introduction - Simpplr | Nikola

Hi Nicole and Krissy,

You don't often get email from trinh.dao@simpplr.com. [Learn why this is important](#)

My name is Trinh Dao. I'm one of the Simpplr billing team members. As you may have known, Simpplr acquired Socrates in August and Socrates' contracts are assigned to Simpplr.

I attached here a copy of Simpplr's W9 and Nikola's contract with Socrates. Would you please let us know if you need anything from us to set Simpplr in your vendor system?

Thank you.

Trinh Dao

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 <http://www.simpplr.com/intranet-solution-magic-quadrant-report>

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[Quoted text hidden]



Simpplr Inc.
3 Twin Dolphin Drive, Suite 160
Redwood City CA 94065
United States

INVOICE

Bill To:

Nikola Corporation
4141 E Broadway Rd
Phoenix AZ 85040-8803
United States

Ship To:

Nikola Corporation
4141 E Broadway Rd
Phoenix AZ 85040-8803
United States

Invoice Summary

Invoice Number	10008092
Invoice Date	12/27/2024
Due Date	02/25/2025
Payment Term	Net 60
PO Number	4500004605
Account Number	2024-1388
Subscription Start Date	02/03/2024
Subscription End Date	02/02/2026
Billing Frequency	Annual
Invoice Amount (USD)	\$33,231.60

INVOICE DETAILS

Line	Description	Billing Period from to		Qty	Unit Price	Billed Amount
1	Virtual Assistant	02/03/2025	02/02/2026	850	\$36.00	\$30,600.00

Special Instructions

Subtotal	\$30,600.00
Sales Tax	\$2,631.60
Balance Due	\$33,231.60

If you have any questions about your invoice, please contact us at billing@simplr.com, or you may reach us by phone at (877) 750-8330, Option 3.

Remittance Information**Pay by Check:**

Simpplr Inc.
3 Twin Dolphin Drive, Suite 160
Redwood City CA 94065
United States

For ACH Delivery:

Account Name: Simpplr Inc.

For Wire Transfers:

JPMorgan Chase New York, 10017

Account Name: Simpplr Inc.

Our **Bill.com** PNI is 0105609394032870

Please reference invoice number with your payment. Remittance advice may be sent to ar@simplr.com.



**SOFTWARE SUBSCRIPTION AND
SERVICES ORDER FORM**

Customer Name: Nikola Corporation
Address: 4141 E Broadway Rd, Phoenix, Arizona, 85040

If a Purchase Order is required for payment, please furnish PO with the executed Agreement. In no case shall a PO requirement by Customer abrogate the payment terms and conditions hereunder.

Socrates Solution	No. of Employees	Per Employee Per Month Fee	Annual Cost
Socrates Virtual Assistant for HR	1,500	\$3.00	\$54,000.00

What's Included:
SSO (Active Directory)
Integrations (Dayforce)
Content (SharePoint)
Languages (English, German, Spanish)
Analytics & Reporting

Totals	\$54,000.00
---------------	--------------------

TERMS AND CONDITIONS.

The Customer's purchase and use of the software and any associated services detailed in this Subscription and Services Order Form (this "Order Form") from Socrates AI, Inc. ("Socrates") are subject to the terms and conditions of the Socrates Software as a Service Agreement attached hereto as Exhibit A (the "SaaS Agreement") and the Service Level Agreement attached hereto as Exhibit B. Such terms and conditions, along with this Order Form and any other documents referenced herein, represent the entire agreement between Socrates and the Customer, and supersede all prior or contemporaneous agreements, proposals warranties or representations, written or oral, concerning their subject matter.

INVOICING AND PAYMENT. The fees for the products and services set forth herein shall be invoiced in full in advance for the first year, upon execution of this Order Form, and all invoices are due net thirty (30) days from Customer's receipt of the applicable invoice. All payments shall be made in US dollars.

BUT NO LATER THAN APRIL 1, 2023.

IN WITNESS WHEREOF, the parties' duly authorized officers or representatives have executed this Order Form as of the date below, the date of Customer's signature being the Effective Date of this Order Form.

Socrates AI, Inc.

Signature: _____

Melissa Swisher

Name: _____

Melissa Swisher

Title: _____

Chief Revenue Officer

Date: _____

2/6/23

Nikola Corporation

Signature: _____

Gregor Teusch

Name: _____

GREGOR TEUSCH

Title: _____

VP PEOPLE REWARD + OPS

Date: _____

2/3/23

EXHIBIT A

SOCRATES SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this "SaaS Agreement") is entered into as of the Effective Date of the Software Subscription and Services Order Form to which this SaaS Agreement is attached (the "Order Form"), by and between the customer identified in the Order Form ("Customer") and Socrates AI, Inc., a Delaware corporation with its principal place of business at PO Box 620506, Woodside, California 94062-0506 ("Socrates"). Together this SaaS Agreement and the Order Form, including any documentation referenced in the Order Form, collectively form this "Agreement." Any capitalized terms used by not defined in this SaaS Agreement will have the meanings given in the Order Form, and vice versa.

1. BACKGROUND

Socrates has developed and offers to customers a cloud platform that uses artificial intelligence to assist in handling HR, benefits, and other inquiries from such customers' employees and other personnel (the "SaaS Services"), which Socrates makes available, on a subscription basis, via certain web, mobile, and other digital communication interfaces. Customer wishes to utilize the SaaS Services, and Socrates desires to make the SaaS Services available to Customer, subject to the terms and conditions set forth herein.

2. LICENSE AND USE OF SERVICES

(a) Subject to the subscription fees in the Order Form being paid and Customer's compliance with the terms and conditions of this Agreement, Socrates grants to Customer a limited, non-exclusive, non-transferable license during the Subscription Term (as defined in Article 7 below) to use the SaaS Services for Customer's internal business purposes, solely through the interfaces furnished or approved by Socrates, and only by Customer's employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the SaaS Services in the quantity (or other metric) identified in the Order Form ("Authorized Users"). Customer understands and agrees that Customer is not permitted to sublicense, license, sell, resell, lease, rent or otherwise transfer the SaaS Services, or cause the SaaS Services to be available to any third party without the prior written consent of Socrates.

(b) As between Socrates and Customer, Socrates retains all ownership of and all other rights, title and interest in and to the SaaS Services, the software, algorithms, and other technologies Socrates uses to provide the SaaS Services, and any and all copyrights, trademark rights, patent rights, and other intellectual property and other rights associated with the foregoing and any improvements or custom modifications requested by or contributed to by Customer to extend the capabilities of the SaaS Services. This Agreement does not transfer from Socrates any proprietary right or interest in the SaaS Service, nor shall Customer or any of its Authorized Users have any license or other rights thereunder except for the limited license expressly granted herein. Upon the termination or expiration of the Subscription Term set forth in the Order Form, Customer's right to access or use the SaaS Services shall terminate.

(c) Customer shall not, and shall ensure that its Authorized Users do not: (i) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the SaaS Services; (ii) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (iii) use the SaaS Services to infringe the intellectual property rights of any entity or person; (iv) tamper with or breach the security of the SaaS Services, or otherwise interfere with or disrupt the systems Socrates uses to provide or protect the SaaS Services; (v) access the SaaS Services for the purpose of building a competitive product or service or copying its features or user interface; (vi) permit access to the SaaS Services by a direct competitor of Socrates; or (vii) make any use of the SaaS Services that violates any applicable local, state, national, international or foreign law or regulation.

(d) The SaaS Services may contain links to external websites and information provided on such external websites. Socrates shall not be responsible for the contents of any linked website.

(e) Customer is responsible for monitoring its use of the SaaS Services and will safeguard (and cause its Authorized Users to safeguard) all usernames, passwords, and other account information associated with its and its Authorized

Users' access to or use of the SaaS Services. Customer shall promptly report to Socrates any use in excess of the number of Authorized Users set forth on the Order Form, or by anyone other than an Authorized User. Socrates is entitled to monitor the number of Authorized Users to ensure compliance with the Agreement. Without limiting Socrates' other rights and remedies (which include the right to block unauthorized use), Customer shall pay fees for any usage in excess of that permitted in the Order Form and Customer agrees that such fees shall accrue from the date the excess use began.

(f) As between Socrates and Customer, Customer assumes full responsibility for all activities that occur under Customer's or any of its Authorized Users' accounts for the SaaS Services, whether or not Customer purports to have authorized such activities.

(g) Socrates may change or modify the SaaS Services at any time but agrees that it shall not materially diminish the functionality of the SaaS services during the Subscription Term defined in the Order Form.

(h) Any implementation, configuration, training or other similar services related to the SaaS Services, including implementation or configuration of optional or supplemental features to the SaaS Services, as set forth in the Order Form as Consulting Services ("Consulting Services") are not included in the subscription fees unless specifically provided for in an Order Form.

(i) Customer agrees that its purchase of the SaaS Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public statements by Socrates or its representatives.

3. CUSTOMER DATA AND CONTENT

(a) All data owned by Customer and input into the SaaS Services by Customer or its Authorized Users ("Customer Data") is securely stored and held as confidential (except to the extent such Customer Data is within the exceptions set forth in Article 8(b)). Socrates will use commercially reasonable security technologies (including but not necessarily limited to encryption, password protection and firewall protection) in providing the SaaS Services. Socrates will delete and destroy all copies of Customer Data once the Subscription Term expires or is terminated. Customer shall have a period of sixty (60) days from the expiration or termination of the Subscription Term to request, in writing, an export of any Customer Data from Socrates.

(b) Customer retains all intellectual property rights it may have in the content, documents, and materials (such as, but not limited to, written policies, videos, announcements, trademarks and other branding, and images) that are specific to Customer and that Customer furnishes for integration into, use by, or availability through the SaaS Services (collectively, the "Content").

(c) Customer grants to Socrates and its relevant hosting and/or other service providers a nonexclusive, royalty-free license to use, reproduce, modify, adapt, and display the Customer Data and Content, and portions and derivatives thereof, in order to provide the SaaS Services under this Agreement, and in order to monitor, evaluate, and improve Socrates' technologies, products and services (provided such activities do not involve disclosure to third parties in violation of Article 8).

(d) Customer will be responsible for obtaining all third-party consents or approvals that may be necessary for Socrates' activities described above in relation to the Customer Data and Content.

(e) Socrates shall own any analytics, log data, and similar information generated by or obtained in relation to the SaaS Services for the purpose of operating, monitoring, optimizing, troubleshooting, maintaining, supporting, or improving the SaaS Services, to the extent such data does not include or reveal any specific Customer Data or Content.

4. CUSTOMER RESPONSIBILITIES

(a) Customer shall be responsible for entering its Customer Data and Content into the SaaS Services and Customer shall be responsible for the content, accuracy, completeness, non-infringement, legality, suitability, and other aspects of the Customer Data and Content supplied by Customer. Customer agrees that it has collected and shall maintain and handle all Customer Data and Content in compliance with all applicable data privacy and protection laws, rules and regulations. Further, Customer is solely responsible for determining the suitability of the SaaS Service for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Content and Customer's use of the SaaS Services.

(b) Customer shall maintain commercially reasonable security standards for its and its Authorized Users' use of the SaaS Services.

(c) Customer is solely responsible for the content of communications transmitted by Customer using the SaaS Services, and shall defend, indemnify and hold harmless Socrates from and against all liabilities and costs arising from any and all third-party claims by any person based upon the content of any such communications.

5. SERVICE LEVEL AGREEMENT

During the Subscription Term, and subject to Customer's compliance with the terms of this Agreement, Socrates will provide the SaaS Services in accordance with certain services levels, and Customer may receive certain credits for Socrates' failure to meet those service levels, all as set forth in the Service Level Agreement attached to or referenced in the Order Form. Such Service Level Agreement sets forth Customer's sole and exclusive remedies for any failure by Socrates to meet the service levels set forth therein.

6. FEES AND PAYMENT

(a) Customer will pay Socrates the subscription fees, fees for any Consulting Services, and any other agreed-upon compensation, as the case may be, in the amounts and according to the schedule and payment terms set forth in the Order Form. Provision of the SaaS Services is contingent upon Socrates' receipt of payment by Customer, and the SaaS Services may be suspended or terminated if payments are not received within the terms set forth in the Order Form.

(b) The fees set forth in the Order Form are exclusive of all applicable taxes or duties. If Socrates is required to pay or collect any local, value added, goods and services taxes, or any other similar taxes or duties arising out of or related to this Agreement (not including taxes based on Socrates' income), then such taxes and/or duties shall be billed to and paid by Customer.

7. TERM AND TERMINATION

(a) The term of this Agreement begins on the Effective Date set forth in the Order Form and remains in effect for the period set forth in the Order Form (the "Subscription Term").

(b) Notwithstanding the foregoing, either party may terminate this Agreement, including the rights granted under Article 2, upon ninety (90) days written notice to the other party of the other party's material breach of any provision of this Agreement, unless the breaching party has cured such breach during the ninety (90) day period. Except for termination by Customer under this paragraph, any other termination of this Agreement or abandonment of the SaaS Services shall not relieve Customer of its obligation to pay fees that remain unpaid.

(c) Customer agrees that Socrates may deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the SaaS Services (i) if and to the extent Socrates reasonably determines that the continued use of the SaaS Services by Customer, or by anyone using Customer's or an Authorized User's account, may result in harm to the SaaS Services (including the security of the systems used to provide the SaaS Services), other Socrates customers or the rights of third parties, upon prior written notice to Customer as the circumstances permit; or (ii) for Customer's non-payment of any fees when due.

(e) The parties expressly agree that Articles 4(c), 6, 8, 10, 11, 12 and 13 shall survive expiration or termination of this Agreement.

8. CONFIDENTIALITY

(a) By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties agree to hold each other's Confidential Information in confidence for a period of two years from the date of disclosure. Confidential Information is limited to information clearly marked as confidential or disclosed (in writing, orally, or otherwise) under circumstances that otherwise cause, or reasonably should cause, the recipient to understand the confidential nature of such information.

(b) A party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed

to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.

9. WARRANTIES

(a) Socrates warrants that the SaaS Services will substantially conform to any specifications set forth in any documentation provided herewith. The foregoing warranty shall not apply to the extent: (i) the SaaS Services are not being used in accordance with this Agreement; (ii) any non-conformity is caused by the Customer Data or Content or by any third-party products, content or services being accessed through the SaaS Services; or (iii) the SaaS Services being used for no fee. Customer's sole and exclusive remedy, and Socrates' entire liability for breach of the limited warranty provided in this Article, shall be correction of the warranted non-conformity or, if Socrates fails to correct the warranted non-conformity after using commercially reasonable efforts, Socrates may terminate access to the non-conforming SaaS Services and shall refund to Customer all prepaid fees for the remainder of the Subscription Term after the date of termination.

(b) Socrates warrants that (i) it will perform any Consulting Services in a workmanlike and professional manner consistent with generally accepted industry practices, and (ii) the Consulting Services will conform in all material respects with the descriptions set forth in the applicable Order Form (or statement of work thereto). Customer's sole and exclusive remedy from Socrates, and Socrates' entire liability to Customer for breach of the limited warranty in this Article shall be the re-performance of such deficient Consulting Services or, if Socrates fails to re-perform such Consulting Services as warranted, Socrates will refund to Customer the fees paid to Socrates for such deficient Consulting Services.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SOCRATES NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH THE SAAS SERVICE, OR ANY CONSULTING SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SAAS SERVICE, CONSULTING SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE SECURE, UNINTERRUPTED OR ERROR FREE.

(d) Customer shall provide Socrates with prompt written notice of any non-conformity described in this Article with thirty (30) days of Customer's discovery of such non-conformity.

10. INFRINGEMENT AND THIRD PARTY CLAIMS.

(a) Socrates shall defend (at its sole expense) Customer and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers against claims brought against Customer by any third party alleging that Customer's use of the SaaS Services, in accordance with the terms and conditions of this Agreement, constitute a direct infringement or misappropriation of a patent claim(s), copyright, or trade secret rights that cover the SaaS Services or any portion thereof. Socrates will indemnify Customer, to the extent liable, for any damages finally awarded against Customer (or the amount of any settlement Socrates enters into or approves in writing) with respect to such claims, and will pay Customer's reasonable attorney's fees in connection with such defense. This obligation of Socrates shall not apply: (i) if the alleged infringement or misappropriation results from use of the Service in violation of this Agreement or in conjunction with any other software or service not provided by Socrates, or (ii) to any free (no-fee) subscriptions for the SaaS Services.

(b) In the event a claim under this Article is made or in Socrates' reasonable opinion is likely to be made, Socrates may, at its sole option and expense: (i) procure for Customer the right to continue using the SaaS Services under the terms of this Agreement; or (ii) replace or modify the SaaS Services to be non-infringing without material decrease in functionality. If Socrates provides written notice to Customer that the foregoing options are not reasonably available, Socrates or Customer may terminate this Agreement and Socrates shall refund to Customer all prepaid fees for the remainder of the Subscription Term after the date of termination.

(c) Customer shall defend (at its sole expense) Socrates and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers against claims brought against Socrates by any third party arising from or related to (i) any use of the SaaS Services in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Content or Customer's use of the SaaS Services in violation of this Agreement violates, infringes or misappropriates the rights of a third party. Customer will indemnify Socrates, to the extent liable, for any damages finally awarded against Socrates (or the amount of any settlement Customer enters into or approves in writing) with

respect to such claims, and will pay its reasonable attorney's fees in connection with such defense. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.

(d) The obligations under this Article are conditioned on (i) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve the other party of its obligations under this Article except to the extent such failure or delay prejudices the defense; (ii) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (iii) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim by the indemnifying party shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that Socrates may settle any claim on a basis requiring Socrates to substitute for the SaaS Services any alternative substantially equivalent non-infringing services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation, that is prejudicial to the other party's rights.

(e) THE PROVISIONS OF THIS ARTICLE STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND THEIR LICENSORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO THIRD PARTY CLAIMS COVERED HEREUNDER AND TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

11. LIMITATION OF LIABILITY

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER ("EXEMPTED CLAIMS"), UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SERVICE PROVIDERS OR EMPLOYEES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY UNDER THIS AGREEMENT FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES FOR THE APPLICABLE SAAS SERVICES PAID TO SOCRATES BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, OR EXEMPLARY OR PUNITIVE DAMAGES.

(b) FOR EXEMPTED CLAIMS, NEITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, SERVICE PROVIDERS OR EMPLOYEES SHALL HAVE ANY LIABILITY TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES, REGARDLESS OF THE NATURE OF ANY CLAIM, IN EXCESS OF TWO MILLION U.S. DOLLARS (\$2,000,000.00) REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

(c) The provisions of this Agreement allocate the risks between Socrates and Customer. The fees reflect this allocation of risk and limitations of liability herein. The aforementioned liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, either party.

12. GENERAL PROVISIONS

(a) This Agreement together with all exhibits, appendices or other attachments, which are incorporated by reference, are the sole and entire agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this SaaS Agreement and any Order Form, attached exhibits, appendices or other materials, this SaaS Agreement shall take precedence, unless the specific article of this SaaS Agreement is referenced as being replaced.

(b) Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or other provision of this Agreement.

(d) This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by the laws of the State of California, without reference to its conflicts of law principles. Either party must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when such party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

(e) All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed duly given when delivered (certified or registered mail or by an overnight courier service with delivery receipt) to the respective executive offices of Socrates or Customer at the address set forth in the Order Form.

(f) Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(g) The rights and obligations under this Agreement are not assignable by Customer, without Socrates' prior written consent. Any attempted assignment by Customer without such consent is void.

(h) If a court finds any provision of this Agreement invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13. SIGNATURES

The Order Form may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one Order Form. Electronic signatures, where legally permitted, shall be deemed original signatures. Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures on the Order Form.

Socrates AI, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Nikola Corporation

Signature: 

Name: GREER TEUSCH

Title: VP, PEOPLE REWARD + OPS

Date: 2/3/23

Align top of FedEx Express® shipping label here.

ORIGIN ID:BWCA (408) 497-2025
YELENA LIZYNova
SIMPLER
3 TWIN DOLPHIN DR STE 160

REDWOOD CITY, CA 94065
UNITED STATES US

SHIP DATE: 13MAR25
ACTWGT: 0.10 LB
CAD: 6570184/ROSA2610

BILL THIRD PARTY

Part # 156297-4837-PR0825EXP 02/25

TO **BIOLASE, INC - CLAIMS PROCESSING CTR**
C/O EPIQ CORPORATE RESTRUCTURING
10300 SW ALLEN BLVD

BEAVERTON OR 97005

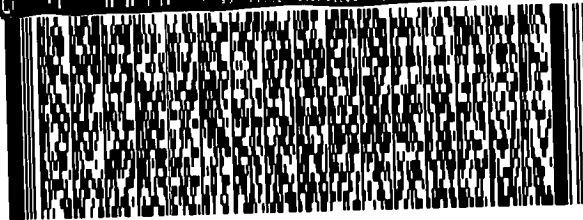
(000) 000-0000

REF:

INV:

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PO:



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Express



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TRK# 7727 0708 6718
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PRIORITY OVERNIGHT

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RECEIVED

MAR 14 2025

LEGAL SERVICES