

Cloud Services Agreement

Effective and last updated June 2026

This Cloud Services Agreement (this “Agreement”) is a binding contract between you (“Customer,” “you,” or “your”) and ContraForce Group, Inc. (“Provider,” “we,” or “us”). This Agreement governs your access to and use of the Cloud Services.

THIS AGREEMENT TAKES EFFECT AS OF THE DATE SET FORTH IN YOUR APPLICABLE ORDER FOR THE CLOUD SERVICES ON PROVIDER’S PLATFORM (“Platform”) OR WHEN YOU BEGIN ACCESSING OR USING THE CLOUD SERVICES ON PROVIDER’S PLATFORM (the “Effective Date”). BY EXECUTING AN APPLICABLE ORDER OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

- (a) “Authorized Persons” means Provider’s employees, contractors, agents, and auditors who have a need to know or otherwise access Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.
- (b) “Authorized User” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.
- (c) “Cloud Services” means the services provided by Provider through its Platform. Customer’s use of the Platform and its features and services are included in the Cloud Services under this Agreement. Specific details regarding the scope of features and services available to Customer are reflected in the Customer’s Order, together with any transition, implementation, or other integration services.

- (d) “Customer Data” means, other than Aggregated Statistics, information, data, and other content in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.
- (e) “Documentation” means Provider’s user manuals, handbooks, and guides relating to the Cloud Services provided by Provider to Customer, either electronically or in hard copy form/end-user documentation, relating to the Cloud Services, including such resources available at <https://www.contraforce.com>.
- (f) “Order” means the order entered into by the parties, which adopts and incorporates by reference the terms and conditions of this Agreement. Transactions performed under each applicable Order will be conducted in accordance with and subject to the terms and conditions of this Agreement.
- (g) “Personal Information” means information that Customer provides or for which Customer provides access to Provider, or information which Provider creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual; or (ii) can be used to identify or authenticate an individual. Customer’s business contact information is not by itself Personal Information.
- (h) “Provider IP” means the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Cloud Services, but does not include Customer Data.
- (i) “Security Incident” means (i) with respect to Personal Information, any act or omission that materially compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Provider, or by Customer should Provider have access to Customer’s systems, that relate to the protection of the security, confidentiality, availability, or integrity of Personal Information.
- (j) “Third-Party Products” means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.
- (k) “Workspace” means each subscription unit identified as a Workspace in the applicable Order.
- (l) “Committed Baseline” means the total Workspace quantity set forth in the applicable Order as of the Effective Date.

2. Access and Use

- (a) **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement (including each applicable Order), Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. Provider may from time to time in its discretion engage third parties to perform Cloud Services.

- (b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.
- (c) **Downloadable Software.** Use of the Cloud Services may require or include use of downloadable software. Provider grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3(e).
- (d) **Use Restrictions.** You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.
- (e) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("Aggregated Statistics"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
- (f) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (g) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines, in its sole discretion, that (A) Customer is purchasing, using or accessing

the Platform, Provider IP, or Cloud Services for the purpose of building a competitive product or service or for any other purposes competitive with Provider; (B) there is a threat or attack on any of the Provider IP; (C) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (D) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (E) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (F) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Except where a Service Suspension is based on subclause (i)(B), (i)(C), (i)(D), or (i)(F), on applicable law, or on non-payment under Section 5, Provider will use commercially reasonable efforts to provide advance written notice and a reasonable opportunity to cure before implementing a Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities

- (a) **Acceptable Use.** The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Provider's Terms of Use located at <https://www.contraforce.com/terms-of-use/>, as may be amended from time to time, which is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://www.contraforce.com/terms-of-use/> from time to time, including the content standards.
- (b) **Account Use.** You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions. Customer shall at all times during the term: (a) set up, maintain, and operate in good repair and in accordance with the manufacturer's specifications or requirements all Customer

equipment, systems, software, or ancillary services, on or through which the Cloud Services are accessed or used; (b) provide Provider with such access to Customer's premises and Customer systems as is necessary for Provider to perform the Cloud Services; (c) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement; and (d) review and agree to the technical requirements posted in the "Launchpad" tab of Customer's portal (which can be found by logging-in to the Platform) before commencing any task, functions, or other activities for any user (including MSPs, MSSPs, or End Customers) and continuously monitor the "Launchpad Requirements" to ensure that the necessary technical requirements are maintained to avoid any user disruptions. The "Launchpad" can also be presented, reviewed, and agreed to as a document provided to MSP, MSSP, or End Customer by the Provider.

- (c) **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants Provider a non-exclusive, royalty-free, worldwide license to access, copy, reproduce, distribute, and otherwise use and display Customer Data, and perform all acts with respect to Customer Data, as necessary for Provider to provide the Cloud Services. Customer further grants Provider a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to access, copy, reproduce, distribute, modify, and otherwise use and display Customer Data solely as incorporated within Aggregated Statistics; provided that Aggregated Statistics will not identify Customer or Customer's Confidential Information. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any applicable law or third-party right. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. Notwithstanding the foregoing, the term "Customer Data" includes data, content, and information that originates from or relates to Customer's End Customers and is transmitted to or through the Cloud Services ("End Customer Data"). The licenses granted in this Section extend to End Customer Data solely to the extent necessary for Provider to provide the Cloud Services and to compile anonymized Aggregated Statistics that do not identify Customer, any End Customer, or Customer's Confidential Information. Provider will not access, copy, reproduce, distribute, use, or display Customer Data or End Customer Data for marketing, advertising, or promotional purposes, except for use of Customer's name and logo as expressly permitted under Section 18 (Publicity).
- (d) **Passwords and Access Credentials.** You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.
- (e) **Third-Party Products.** The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

- (f) **Non-Solicitation.** During the Term and for twelve (12) months thereafter, neither party will knowingly solicit for employment or engagement any employee or contractor of the other party who was directly involved in the performance of this Agreement, without the other party's prior written consent. This Section does not restrict general solicitations not specifically targeted at the other party's personnel (including job postings and recruiting-firm searches), or the hiring of any person who responds to such a general solicitation or who approaches a party on their own initiative.
- (g) **Non-Circumvention.** For any end customer that Provider refers to Customer in writing and expressly identifies as a Provider referral at the time of introduction (a "Referred Lead"), Customer will not, during the Term and for six (6) months thereafter, intentionally circumvent Provider to contract directly with that Referred Lead for services substantially similar to the Cloud Services outside the Platform, without Provider's prior written consent. This Section does not restrict Customer's relationship with any person or entity that Customer identified, contacted, or did business with independently of Provider's referral.

4. Support and Service Levels

- (a) **Customer Support and Cooperation.** The access rights granted hereunder entitle Customer to the support services described on Customer's Order for the duration of the term under the Customer Order. Customer and Provider shall collaborate to resolve support service issues in a timely manner, which includes responding to communications and providing necessary documents, consents, authorizations, or other information reasonably requested by Provider. During the term or thereafter, Customer may purchase additional support services.
- (b) **Service Levels.** Provider may publish specific performance targets for the Cloud Services on the Platform (the "Service Levels" or "SLAs"). To the extent Provider publishes Service Levels, the Cloud Services will be provided in accordance with them, and Provider will use commercially reasonable efforts to meet the applicable Service Levels. Some Service Levels may also apply to Customer's access to, and use of, the Platform with respect to tasks and functions offered to other users. If Provider materially fails to meet any applicable Service Levels for three (3) consecutive months, Customer may terminate this Agreement upon thirty (30) days' written notice without further cost or financial penalty. To the extent Provider publishes a service-credit schedule as part of the Service Levels, the service credits set forth in that schedule will be Customer's sole and exclusive monetary remedy for the Service Level failures they address.
- (c) **Customer Failure.** Provider is not responsible or liable for any delay or failure of performance, including with respect to a Service Level, caused in whole or in part by Customer's delay in performing or failure to perform any of its obligations under this Agreement (a "Customer Failure").
- (d) **Service Level Exceptions.** For purposes of calculating the Service Level, the following are "Exceptions", and Provider's performance obligations shall be considered excused if Customer or its Authorized Users ability to access or use the Cloud Services is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User, that does not strictly comply with this Agreement; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other

matter not supplied by Provider pursuant to this Agreement; (f) scheduled downtime; or (g) disabling, suspension, or termination of the Cloud Services.

5. Fees and Payment

- (a) **Fees.** You and Provider agree to pay and remit the fees as described on Customer's applicable Order ("Fees") in accordance with this Section 5. Unless otherwise stated in the applicable Order, the Fees for each renewal term will increase automatically by the greater of (i) five percent (5%) or (ii) the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, over the twelve (12) months preceding the renewal, not to exceed eight percent (8%) in any renewal term. Any increase beyond the foregoing requires written notice to Customer at least sixty (60) days prior to the commencement of the applicable renewal term, in which case Customer may elect not to renew in accordance with Section 12(b).
- (b) Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Provider may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
- (c) **Auto-renewal Charges.** CUSTOMER AGREES THAT ITS SUBSCRIPTION UNDER THIS AGREEMENT WILL AUTOMATICALLY RENEW AT THE END OF THE THEN-CURRENT TERM FOR THE RENEWAL TERM SPECIFIED IN CUSTOMER'S ORDER (THE EFFECTIVE DATE OF EACH SUCH RENEWAL, A "RENEWAL DATE") AT THE THEN-CURRENT FEES, UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE RENEWAL DATE OR CUSTOMER CANCELS THIS AGREEMENT IN ACCORDANCE WITH THE CANCELLATION TERMS SET FORTH IN SECTION 12. CUSTOMER AUTHORIZES US TO CHARGE CUSTOMER FOR THE FEES ON OR AFTER THE RENEWAL DATE UNLESS THE SUBSCRIPTION HAS BEEN TERMINATED OR CANCELLED IN ACCORDANCE WITH SECTION 12 OF THIS AGREEMENT. IF CUSTOMER WISHES TO REDUCE ITS WORKSPACE QUANTITY BELOW THE COMMITTED BASELINE, IT MUST DO SO PRIOR TO THE RENEWAL DATE IN ACCORDANCE WITH SECTION 5(e) IN ORDER TO AVOID BEING CHARGED THE APPLICABLE FEES ON THE RENEWAL DATE.
- (d) **Method of Payment.** We accept Visa/MasterCard/American Express/Discovery for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be

honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. Customer is responsible for providing complete and accurate billing information to us. If such Fees are paid by credit card or other electronic means, Customer authorizes us to charge such Fees using Customer's selected payment method. Payment obligations are non-cancelable, and Fees paid are non-refundable unless otherwise expressly provided for herein.

(e) **Self-Service Workspace Provisioning and Billing.**

- (i) **Committed Baseline.** Customer commits to the Committed Baseline for the Term. The number of Workspaces in existence under the Order may not fall below the Committed Baseline during the Term, except as provided in clause (vi). The Committed Baseline and the per-Workspace price are set forth in the Order.
- (ii) **Self-Service Changes.** Customer may create or remove Workspaces at any time through the provisioning controls in the Platform. A change made through Customer's authenticated account is Customer's authorized instruction to create or remove Workspaces and to adjust billing accordingly, and is governed by Sections 3(b) and 3(d). No separate written notice is required.
- (iii) **Charge Trigger.** A Workspace license is charged upon creation of the Workspace in the Platform, regardless of its deployment state. A Workspace is created when it is provisioned in the Platform through Customer's account. Creation triggers the charge whether or not the Workspace is deployed, configured, connected to any tenant or environment, or otherwise placed into use. A Workspace remains chargeable until it is removed under clause (v).
- (iv) **Increases.** Customer may create Workspaces above the Committed Baseline at any time, without limit. A Workspace created during a billing month is charged in full for that month and for each month thereafter while in existence. Charges are not prorated.
- (v) **Decreases.** Customer may remove Workspaces at any time down to the Committed Baseline. A Workspace removed during a billing month remains charged in full for that month, and the reduced quantity is reflected beginning the following billing month. Reductions apply prospectively only and create no right to any refund or credit for the current or any prior month.
- (vi) **Reductions Below the Committed Baseline.** Customer may reduce its Workspace quantity below the Committed Baseline only effective as of the commencement of a Renewal Term, by making the change in the Platform at least thirty (30) days before the applicable Renewal Date. Any attempted reduction below the Committed Baseline during the Term is not effective until the next Renewal Date.
- (vii) **Automated Billing.** Provider bills Workspace Fees through its third-party payment processor on a recurring monthly basis. Customer authorizes Provider and its payment processor to charge Customer's payment method on file each billing month for the billed Workspace quantity for that month, determined under clauses (iii) through (v), at the per-Workspace price set forth in the Order. Charges are not prorated. The Workspace quantity recorded in the Platform is the basis for billing and is conclusive absent manifest error. The per-Workspace price is fixed for the Term, subject only to the renewal increases in Section 5(a), and self-service quantity changes do not change the per-Workspace price.

6. Confidential Information

From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party’s rights under this Agreement, including to make required court filings. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy and Data Security

- (a) Provider complies with its privacy policy, available at <https://www.contraforce.com/privacy-policy/> (“Privacy Policy”), in providing the Cloud Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.
- (b) Provider will: (i) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession; (ii) not disclose Personal Information to any person other than its Authorized Persons without Customer’s prior written consent unless required by applicable law, in which case, Provider will use reasonable efforts and to the extent permitted by applicable law notify Customer before such disclosure or as soon thereafter as reasonably possible; and (iii) use and disclose Personal Information only for the purposes for which Customer provides the Personal Information, or access to it, pursuant to the terms and conditions of this Agreement, and not use or otherwise disclose or make available Personal Information for Provider’s own purposes without Customer’s prior written consent. Provider may aggregate, de-identify, or anonymize

Personal Information, and use such aggregated, de-identified, or anonymized data, which shall no longer be considered Personal Information, for its own business purposes to the extent permitted by applicable law.

- (c) Customer will: (i) comply with the terms and conditions set forth in this Agreement; (ii) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession; (iii) comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Provider; and (iv) provide written notice to Provider if any information Customer provides to Provider under this Agreement contains Personal Information. Provider will not be responsible for determining on its own that any information Customer provides under this Agreement qualifies as Personal Information.
- (d) Provider will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information. Provider will employ reasonable security measures to protect Personal Information in accordance with accepted industry standards (including ISO/IEC 27001 and ISO/IEC 27002, the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security).
- (e) Provider maintains a cyber incident breach response plan in accordance with accepted industry standards and will implement the procedures required under such plan on the occurrence of a Security Incident. Provider will notify Customer of a Security Incident as soon as reasonably practicable after Provider becomes aware of it. Provider agrees that it will not inform any third party of any Security Incident without Customer's prior consent, other than to inform a complainant that the matter has been forwarded to Customer's legal counsel.

8. Intellectual Property Ownership; Feedback

As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services, and any deliverables, products or other functions under this Agreement (which in no event are to be construed or considered "works-made-for-hire"), and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Limited Warranty and Warranty Disclaimer

- (a) Provider warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- (b) **Customer Warranty.** You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Cloud Services are in compliance with this Agreement and our Terms of Use. Notwithstanding the foregoing, Customer does not warrant ownership of End Customer Data, and instead warrants that it has obtained all rights, consents, and authorizations necessary to grant the licenses in Section 3(c) and for Provider to process such End Customer Data to provide the Cloud Services.
- (c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE CLOUD SERVICES ARE PROVIDED “AS IS” AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S OR ENTITY’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification

(a) **Provider Indemnification.**

- (i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (“Losses”), incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party’s US intellectual property rights or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.
- (ii) If such a Third-Party Claim is made or Provider reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider’s sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective

immediately on written notice to Customer. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

- (iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from: (A) use of the Cloud Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider (including any modifications to the Cloud Services not made by Provider); (B) use of the Cloud Services in combination with, or in violation of, any of the prohibited software, hardware, equipment, technology, people, locations, or restrictions set forth in the applicable Order; or (C) Customer Data or Third-Party Products.
- (b) **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its affiliates and each of their officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes, misappropriates, or otherwise violates such third-party's intellectual property or privacy rights, or violates applicable data protection or privacy laws.

11. Limitations of Liability

- (a) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES (INCLUDING INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION OR DELAY, RECOVERY OF ANY DATA, BREACH OF DATA OR SYSTEM SECURITY, COST OF REPLACEMENT GOODS OR SERVICES), IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- (b) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED: (i) IN THE CASE OF ANY LOSSES RELATED TO A SECURITY INCIDENT CAUSED BY A PARTY'S VIOLATION OF ITS OBLIGATIONS WITH RESPECT TO PERSONAL INFORMATION UNDER SECTION 7, THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (ii) IN THE CASE OF ALL OTHER CLAIMS, THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- (c) THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE IN SECTIONS 11(a) AND SECTIONS 11(b) SHALL NOT APPLY WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 AND A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Term and Termination

- (a) **Term.** The term of this Agreement (the "Term") begins on the Effective Date and continues under the term of Customer's Order or until sooner terminated as provided herein.
- (b) **Auto-Renewal Term.**
- (i) CLOUD SERVICES THAT ARE SPECIFIED TO AUTOMATICALLY RENEW WILL RENEW FOR ADDITIONAL SUCCESSIVE TERM(S), IN EACH CASE AS SPECIFIED IN CUSTOMER'S ORDER, UNLESS EARLIER TERMINATED PURSUANT TO THIS AGREEMENT'S EXPRESS PROVISIONS OR EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
 - (ii) IF THE TERM IS RENEWED FOR ANY RENEWAL TERMS, THE TERMS AND CONDITIONS OF THIS AGREEMENT DURING SUCH RENEWAL TERM SHALL BE THE SAME AS THE TERMS AND CONDITIONS IN EFFECT IMMEDIATELY PRIOR TO SUCH RENEWAL, SUBJECT TO ANY CHANGE IN THE FEES PAYABLE HEREUNDER BY CUSTOMER DURING THE APPLICABLE RENEWAL TERM, WHICH ARE COMMUNICATED TO CUSTOMER (TOGETHER WITH ANY ADDITIONAL CONTRACTUAL TERMS TO BE APPLIED TO THE APPLICABLE RENEWAL TERM, IF ANY) PRIOR TO THE START OF THE APPLICABLE RENEWAL TERM.
 - (iii) CUSTOMER MAY CANCEL OR TERMINATE THE AUTOMATIC RENEWAL OF ANY CLOUD SERVICES UNDER THIS AGREEMENT BY DELIVERING WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE RENEWAL DATE.
- (c) **Termination.** In addition to any other express termination right set forth in this Agreement:
- (i) Provider may terminate this Agreement immediately upon notice to Customer if such Service Suspension is not resolved or is incapable of being resolved to Provider's reasonable satisfaction.
 - (ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
 - (iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by

order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- (d) **Effect of Termination.** Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- (e) **Survival.** This Section 12(e), Sections 3(c), 3(f), 3(g), 5, 6, 8, 9, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Amendments

This Agreement may be amended only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Notwithstanding the foregoing, you acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, to improve the integrity, quality, security, functionality or other aspects of the Cloud Services, provided that Customer receives contemporaneous notice of such modifications and the details of same. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. In the event that any such modification results in a material reduction in the quality, security, or functionality of the Cloud Services and Customer does not agree to such modification, Customer may terminate this Agreement without further cost or financial penalty by providing written notice within thirty (30) days of Provider's notice of such modification.

14. Export Regulation

The Cloud Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in the Cloud Services to, or make the Cloud Services or the software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the software or technology included in the Cloud Services available outside the US.

15. US Government Rights

Each of the software components that constitute the Cloud Services and the Documentation is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Force Majeure

In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemic, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

18. Publicity

You acknowledge and agree that we may include Customer’s name and logo in our online customer list and in print and electronic marketing materials. Provider will use Customer’s name and logo in accordance with Customer’s written brand guidelines, if provided. Provider will notify Customer before the first use of Customer’s name or logo in any new external marketing material or publication. If Customer notifies Provider that any such material misrepresents Customer or the parties’ relationship, Provider will promptly correct or remove the material. Case studies, press releases, and direct quotations attributed to Customer require Customer’s prior written approval, not to be unreasonably withheld. Customer may withdraw consent for prospective use of its name and logo upon ninety (90) days’ written notice; materials already in distribution as of the notice date are not affected.

19. Relationship of the Parties

You and Provider shall be independent contractors with respect to all services provided under this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between you and us. There are no third-party beneficiaries to this Agreement. Without limiting this Section, Customer's Authorized Users are not third-party beneficiaries to Customer's rights under this Agreement.

20. Construction

For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Order refer to the Sections of, and Schedules, Exhibits, and Order attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Order referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

21. Entire Agreement

This Agreement, together with all Schedules, Exhibits, and Orders and any other documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Order, the following order of precedence shall govern: (a) first, the Order; (b) second, this Agreement, exclusive of its Exhibits and Schedules; and (c) third, any Exhibits and Schedules to this Agreement.

22. Miscellaneous

Any notices to us must be sent to our corporate headquarters address available at <https://www.contraforce.com> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal

communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.