

PROFESSIONAL SERVICES TERMS

These Professional Services Terms and Conditions ("**Terms**") are entered into as of the date of first acceptance (the "**Effective Date**"), by and between Cyferd Inc., a corporation ("**Cyferd**"), and the customer accepting these Terms (which, in the case of an Order Form, will be the person identified as '*Customer*' in that Order Form) (the "**Customer**"), hereinafter individually referred to as a "**Party**" and/or together referred to as the "**Parties**". Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Cyferd Definitions re (PSA) (<https://cyferd.com/cyferdcomm/us>).

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cyferd and Customer agree as follows:

1. **Overview.**

1.1 **Structure.** These Terms shall apply to: (i) Cyferd's provision of Professional Services, the type of which are set forth in **Schedule 1**, attached hereto and incorporated by reference, each as further described in a single Order Form (including, without limitation, the Preliminary Professional Services Scope annexed thereto and any Professional Services Scope) entered into by an authorized representative of each Party hereunder. An Order Form could include details of all or any of the following: Services Scope (including: scope of Professional Services and exclusions from Professional Services; Deliverables; and timelines); specified fees, costs and/or expenses whether in accordance with the Cyferd Rate Card or otherwise (collectively, "**Fees**"); and, any other commercial terms agreed upon by the Parties. If there are any terms and conditions in the Order Form that conflict with the terms and conditions in these Terms, then the terms and conditions in such Order Form shall take precedence to those in these Terms solely with respect to such Order Form.

1.2 **Excluded from scope of these Terms.** For clarity, these Terms and the Order Form entered into hereunder do not apply to the Cyferd Product (or Access to it), any other Purchased Item, or any other PSA between the Parties. Cyferd's supply of the Cyferd Product (and Access to it) and/or any other Purchased Item to Customer are governed by, inter alia, the applicable Cyferd Product Contract (being the applicable MSA including its applicable order form and the Cyferd Policies (located at <https://cyferd.com/cyferdcomm/us>)), and not the PSA. For the avoidance of doubt, the PSA (including these Terms and the Order Form) does not convey any right to use the Cyferd Product. To the extent that the Order Form provides, in whole or in part, for the Cyferd Product and/or separate services from any Cyferd Partner to be provided by or on behalf of Cyferd or by a Cyferd Partner, such Order Form or the applicable part of that Order Form does not constitute the Order Form for the purposes of the PSA (including these Terms) and does not form part of this PSA. These Terms do not apply to the Cyferd Marketplace including the terms of use (including payment terms) of or in relation to the Cyferd Marketplace and the purchase of any products or services from it outside of the Order Form.

2. **Cyferd Professional Services.**

2.1 **Performance.** Subject to the terms of these Terms and the Order Form and Customer's payment of all applicable Fees, effective on the applicable Commencement Date and for the term set forth in the Order Form, Cyferd shall use commercially reasonable efforts to perform the Professional Services (set out in the Order Form and the Professional Services Scope) in accordance with these Terms, the Order Form, the Professional Services Scope, and all Applicable Laws. Cyferd shall use all reasonable efforts to comply with any timelines, milestones, schedules or target dates for completing the Professional Services or any portion thereof as set forth in the Order Form and the Professional Services Scope. If at any time Cyferd anticipates a delay in meeting such timelines, Cyferd shall notify Customer in writing of such anticipated delay and the estimated duration of such delay, and dates or time periods relevant to performance by Cyferd shall be appropriately and equitably extended to account for such delay. Cyferd shall assign an internal project manager to serve as a primary point of contact for Customer in respect of the Professional Services (the "**Cyferd Representative**") and Customer shall assign an individual to serve as a primary point of contact for Cyferd in respect of receipt of the Professional Services (the "**Customer Representative**").

2.2 **Professional Services Scope.** Where a separate Professional Services Scope is required, Cyferd shall as soon as it is reasonably practicable fully scope and cost the proposed Professional Services having regard to the Preliminary Professional Services Scope in writing and agree to the same with Customer. Where a separate Professional Services Scope is not required (either as provided for in the Order Form or where Cyferd shall notify Customer of the same) and the preliminary scoping and costing details for the Professional Services being as provided for in the Preliminary Professional Services Scope is sufficient at the time in question then no separate Professional Services Scope will be needed and the Preliminary Professional Services Scope will be deemed to be the Professional Services Scope with effect from the date of the Order Form or such Cyferd notice and Customer will be deemed to

have agreed the Professional Services Scope when it entered into the Order Form. For the avoidance of doubt, Cyferd shall be entitled to be paid Fees for preparing and/or agreeing to any Professional Services Scope even if the Parties fail to agree upon such Professional Services Scope.

2.3 Service Days. Professional Services shall be delivered on a full Service Day metric. Where any additional Fees are based on or derived from Service Days on a time spent basis then they shall be rounded up to the nearest whole Service Day. Unless the Order Form or the Professional Services Scope expressly provide otherwise, such Service Days must be used in such period(s) as set forth in the Order Form, and failure to do so will result in any such unused Service Days being irrevocably lost but still chargeable to and payable by Customer in full. Where the Professional Services Scope provides that a specific number of Services Days is included in the scope of the Professional Services and the Fees then, unless the Order Form or the Professional Services Scope expressly provide otherwise, if such Services Days are used and the project in question has not been completed then Customer will need to purchase additional Services Days to complete such project and the provision of the Professional Services.

2.4 Change Order. Where Customer or Cyferd determines a need to change these Terms, the Order Form, the Professional Services Scope or any of the documents that comprise the PSA and/or the provisions therein, Cyferd may at any time request, and Customer may at any time recommend, a Change Order be submitted by the Party requesting/recommending (as applicable) such Change Order to the other Party. The form of the Change Order shall then be negotiated in good faith between the Parties. Once the Change Order has been agreed by the Parties such Change Order shall be deemed to be agreed by the Parties only once the agreed Change Order is signed by both Parties. Until such Change Order is duly executed, Customer and Cyferd shall, unless otherwise agreed in writing, continue to perform the Professional Services in compliance with the Order Form prior to such Change Order.

2.5 Suspension. Cyferd may, without limiting its other rights and remedies, suspend the provision of the Professional Services (or any part of them) if: (i) Cyferd is prevented or delayed in providing the Professional Services by any cause attributable to Customer; (ii) where Cyferd may suspend Customer's Access to and use of the Cyferd Product under the applicable Cyferd Product Contract; (iii) Customer fails to pay any Fees due to Cyferd by the due date for payment; or (iv) required by law, by court or governmental or regulatory order. Cyferd shall not be liable for any costs or losses sustained by Customer as a result of such suspension and any delivery dates or other time table dates in connection with the provision of the Professional Services shall be deemed to be automatically extended to take into account the period of suspension.

2.6 Limitations. Customer understands that Cyferd's performance is dependent on Customer's actions. Accordingly, Customer will provide Cyferd with the items and assistance specified in the Order Form in a timely manner as defined in the Order Form, and any dates or time periods relevant to performance by Cyferd shall be appropriately and equitably extended to account for any delay in the provision by Customer of any such items or assistance to the extent any such delays affect Cyferd's ability to perform in accordance with the timelines set forth in the Order Form. Customer will cooperate reasonably and in good faith with Cyferd and the Cyferd Personnel in its performance of the Professional Services by, without limitation (i) allocating sufficient resources and timely perform any tasks reasonably necessary to enable Cyferd to perform its obligations under the Professional Services Scope in the Order Form; (ii) timely providing any Customer deliverables and other obligations required under the Professional Services Scope in the Order Form; (iii) timely responding to Cyferd's inquiries relating to the Professional Services; (iv) assigning the Customer Representative; (v) cooperating with Cyferd in its performance of the Professional Services; (vi) actively participating in scheduled meetings relating to the Professional Services; (vii) providing, in a timely manner and at no charge to Cyferd or the Cyferd Personnel, office workspace, telephone and other facilities, suitably configured computer equipment with internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access (as Authorized Users with suitable permissions) to Customer's Tenancy(ies) in respect of the Cyferd Product and any other necessary access to Customer's computer systems/ software/ applications, and coordination of onsite, online and telephonic meetings all as reasonably required by Cyferd in connection with the provision of the Professional Services; (viii) timely providing complete, accurate and timely information, data and feedback all as reasonably required by Cyferd; and (ix) obtaining and maintaining all necessary licences, permits, consents, approvals and authorities to enable Cyferd to perform its obligations under or in connection with these Terms. Customer shall take all steps necessary, including obtaining any required licences or consents, to prevent Customer-caused delays in Cyferd's provision of the Professional Services. Customer agrees and acknowledges that any delays in the performance of the Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

2.7 Non-Solicit. Customer recognizes that Cyferd's or any of its Affiliates' and/or any applicable vendor of Cyferd's employees and contractors are a valuable resource. Accordingly, Customer agrees that it will not, from the Effective Date hereof until the one (1) year anniversary of the termination date of these Terms, either alone or in conjunction with any other Party, directly or indirectly, (i) induce or encourage (or attempt to induce or encourage) any

employee or contractor of Cyferd or any of its Affiliates and/or any applicable vendor of Cyferd to leave the employ of, or terminate or alter his/her/their engagement with, Cyferd or any of its Affiliates and/or any applicable vendor of Cyferd, whether for purposes of employing or contracting any such employee or contractor in a competing business or for any other reason; or (ii) interfere in any way with the relationship between Cyferd or any of its Affiliates or any applicable vendor of Cyferd and any such employee or contractor.

3. Intellectual Property and Data Rights.

3.1 Intellectual Property and Confidentiality. All Intellectual Property Rights in and to anything prepared, created and/or developed by or on behalf of Cyferd for Customer, including any Deliverables, any App(s) or any modification, Customization, maintenance and/or update of or to any App(s) (each and every such App, modification, Customization, maintenance and/or update being a Cyferd App Customization for the purposes of the PSA (including these Terms) and the applicable Cyferd Product Contract) any Documentation and any other materials pursuant to or in connection with PSA (including these Terms) and the provision of the Professional Services (whether or not delivered to Customer) including any items identified as such in the Preliminary Professional Services Scope and/or the Professional Services Scope (together “**PSA Property**”) belong to and shall remain vested in Cyferd. Further, Cyferd has no obligation to deliver any copies of any software to Customer in connection with th PSA (including these Terms and the Order Form). In consideration of the Fees payable under PSA (including these Terms), Cyferd grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free licence to copy, maintain, use and run the PSA Property strictly for use only on Customer’s Tenancy(ies) and the Cyferd Product, for the Permitted Purpose and, subject to and in accordance with, the provisions of the applicable Cyferd Product Contract (including Customer subscribing to and maintaining App Usage in respect of any App being the subject matter of the PSA Property); provided, however, that for the avoidance of doubt, PSA Property expressly excludes the Cyferd Product (and Access to it) and any other Purchased Items (including App Usage) and all or any of Cyferd’s Intellectual Property Rights. Such licence shall cease to be of any use to Customer when the applicable Cyferd Product Contract terminates (and Customer has no then remaining valid and subsisting rights any applicable Cyferd Product Contract). Customer acknowledges and agrees that Cyferd shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with the PSA (including these Terms) provided always that such skills, techniques or know-how do not infringe Customer’s Intellectual Property Rights now or in the future or disclose or breach the confidentiality of Customer Confidential Information. Except as expressly set forth in this Section 3, no Intellectual Property Rights of either party are transferred or licensed (whether implied or otherwise) as a result of the PSA (including these Terms and the Order Form).

3.2 Cyferd Reserved Rights. In addition to the PSA Property, Customer acknowledges and agrees that all Intellectual Property Rights in and to and/or (where applicable) which power the Cyferd Product (including in all Tenancy(ies) and Features), all Cyferd Apps, all Cyferd App Customizations, all Documentation, all Cyferd Materials, the Cyferd Android App, the Cyferd iOS App, the Cyferd Remote Agent and the Cyferd Web Client and, in each case and where applicable, the ‘look and feel’ of the same and any and all underlying technology, software and any improvements, modifications, copies, updates, and/or derivative works of any of the foregoing created by or for Cyferd from time to time along with the right to make, have made, practice, employ, exploit, use, develop, reproduce, improve, modify, copy, distribute copies, publish, licence, and/or create works derivative of any of the foregoing (including any Intellectual Property Rights) assigned to Cyferd (or to such third-party as Cyferd may have elected) under: (i) the PSA (including these Terms); and (ii) each and every Cyferd Product Contract (together the “**Relevant Items**”) exclusively belong to and shall at all times remain the sole property of Cyferd or its relevant Licensor and comprise Cyferd’s Confidential Information. Cyferd reserves all rights in such Intellectual Property Rights in and to the Relevant Items. Customer acknowledges and agrees that the Relevant Items may be protected by patent, trademark, trade secret, and/or copyright, international treaty provisions, and protective covenants, and that Cyferd regards the Relevant Items as its proprietary information. Without limiting anything else herein, Customer agrees not to provide or to otherwise make available in any form the Cyferd Product, any other Relevant Item and/or any App, or any portion thereof, or any Cyferd Confidential Information, to any person other than as expressly permitted by these Terms or the Order Form or, where the context requires, the applicable Cyferd Product Contract. Notwithstanding the foregoing, to the extent Customer, any of its Affiliates or any person acting on its behalf or who obtains Access to the Cyferd Product, any other Relevant Item and/or any App through Customer: (i) intentionally or unintentionally modifies and/or improves the Cyferd Product and/or any other Relevant Item, whether or not in violation of these Terms; and/or (ii) acquires any Intellectual Property Rights in the Relevant Items (or any of them or any part of them) and/or the PSA Property (or any part of it), Customer agrees to assign and hereby assigns (and where applicable shall procure the assignment of) all rights to such modifications and/or improvements in and to such Intellectual Property Rights (including by way of present assignment of future Intellectual Property Rights) to Cyferd or such third-party as Cyferd may elect without payment of any consideration. Customer shall execute (and shall procure the execution of) all such documents and do such things as Cyferd may consider necessary to give effect to this Section 3.1. Further, nothing in this Agreement shall be construed to limit or restrict each Cyferd Representative’s right to use Residual Information for any purpose, nor pay any royalties for any work product developed in reliance on or through the use of, in whole or in part, any Residual

Information, provided, however, that the foregoing shall not be deemed to grant to Cyferd and/or any Cyferd Representative any right, title or interest in or to any of Customer's Confidential Information or Intellectual Property Rights.

3.3 Similarity of Content and Customer App Customizations. For the avoidance of doubt, due to the nature of the Cyferd Product any App and artificial intelligence generally, Apps and outputs displayed in connection with any Cyferd customer's use of the Cyferd Product and/or App may not be unique and other users may build and/or receive similar Apps and output from the Cyferd Product and any App. Without limiting anything else herein, Customer acknowledges the non-exclusive grant of rights does not extend to other Cyferd customer's Apps, output, and/or any Third Party Technology. Cyferd grants no Intellectual Property Rights or other rights in connection with any Customer App Customization(s). Customer agrees and acknowledges the following with respect to a Customer App Customization: (i) as stated above it may not be unique; (ii) neither Cyferd customer nor any other person has any Intellectual Property Rights or other rights in the Relevant Items and/or the PSA Property; and (iii) Cyferd customer will only be able to use Customer App Customization (and any App) if it has a valid and subsisting subscription for Access to the Cyferd Product (including at the very least a Production Tenancy) and App Usage in respect of the same. No Customer App Customization can (and no App can) operate without the Cyferd Product and the applicable other Relevant Items.

3.4 Customer Data and Customer Materials. Between Cyferd and Customer, Customer owns all right, title and interest in and to all Customer Data and Customer Materials provided by or on behalf of Customer in connection with the Professional Services. Customer acknowledges that Cyferd will only 'see' or 'have access to' Customer Data if Customer discloses the same to Cyferd or where Cyferd is expressly entitled to/ required to 'see' or 'have access' to the same under or in connection with the Professional Services and/or as provided for in the applicable Cyferd Product Contract. By providing any Customer Data and/or Customer Materials to Cyferd (including by Transmitting the same), Customer represents and warrants that it has the unrestricted right to do so, and Customer, on behalf of itself and its Administrator and each Authorized User pursuant to the User Notice, hereby grants to Cyferd (and each of its direct and indirect sub-contractors) a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, worldwide licence to access, use, display, publicly perform, reproduce, distribute, and otherwise analyze such Customer Data and perform all acts with respect to Customer Data and/or Customer Materials as necessary for Cyferd to provide the Professional Services hereunder and exercise or perform Cyferd's rights, remedies and obligations under these Terms and the Order Form. Subject to its direct obligations under data protection laws, to the maximum extent permitted by Applicable Law, Cyferd shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data and/or Customer Materials for its own business continuity purposes and/or to comply with applicable laws/regulatory requirements. Customer is and shall remain solely responsible and liable for all such Customer Data and Customer Materials submitted, uploaded, posted, transferred, provided, processed, and/or otherwise transmitted ("**Transmit**", "**Transmitted**", "**Transmitting**") in connection with its use of the Professional Services and Deliverables. Customer agrees that it will not, and will not permit anyone else to, directly or indirectly: (i) Transmit any Customer Data or Customer Materials that are unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (ii) Transmit any Customer Data or Customer Materials: (a) that Customer does not have the right to Transmit, under any law or contractual or fiduciary relationships; (b) that infringes, misappropriates, and/or violates any patent, copyright, trademark, trade secret, right of privacy, or other intellectual property right of any third-party; (c) that constitutes unsolicited or unauthorized advertising or promotional materials; or (d) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; or (iii) forge headers or otherwise manipulate identifiers in order to disguise any Customer Data or Customer Materials Transmitted through the Cyferd Product. Cyferd will process and maintain Customer Data consistent with the Storage and Access to Customer Data Policy. **Schedule 2** sets out the scope, nature, and purpose of processing by Cyferd, the duration of the processing and the types of Customer Data consisting of personal data and categories of data subjects. Although Cyferd has no obligation to screen, edit or monitor Customer Data or Customer Materials, Cyferd reserves the right, and has absolute discretion, to remove, screen or edit Customer Data and/or Customer Materials provided in connection with the Professional Services for any breach of the PSA (including these Terms), and Customer is solely responsible for all such activity. Customer acknowledges and agrees that Cyferd has no control over, and shall have no liability for, any damages resulting from the use (including without limitation, republication) or misuse by any third-party of information (including Customer Data or Customer Materials) made public through or in connection with the Cyferd Product. If Customer chooses to make any Customer Data and/or Customer Materials publicly available, Customer does so at its own risk and Cyferd shall have no liability therefor. To the extent Customer requires Cyferd to process any personal data and/or personal information that is subject to the EU General Data Protection Regulation 2016/679, UK Data Protection Act 2018, California Consumer Privacy Act of 2018, California Privacy Rights Act of 2020, or any other applicable data protection or privacy law, including any national laws or regulations implementing the foregoing, Cyferd will process and maintain such personal information and personal data consistent with the Cyferd Data Protection Policy. Customer

shall execute (and shall procure the execution of) all such documents and do such things as Cyferd may consider necessary to give effect to this Section 3.4.

3.5 **Non-Cyferd Materials.** To the extent Non-Cyferd Materials are made available to, or used by or on behalf of Customer or any Authorized User in connection with the use or provision of PSA Property, such use of Non-Cyferd Materials (including all licence terms) shall be exclusively governed by applicable third-party terms notified or made available by Cyferd or the third-party and not by the PSA. Cyferd grants no Intellectual Property Rights or other rights in connection with any Non-Cyferd Materials.

3.6 **Feedback and Publicity.** If Customer, the Administrator and/or any Authorized User chooses to provide any Feedback, then Customer, on behalf of the Administrator and/or such Authorized User pursuant to the User Notice, hereby assigns to Cyferd all Intellectual Property Rights in and to such Feedback in any manner and for any purpose, including to improve the Professional Services, or create other products and services. Further, Cyferd may use Customer's name and logo for marketing and case study purposes and identifying Customer as a customer of the Professional Services in accordance with Customer's then-current brand guidelines. Customer shall execute (and shall procure the execution of) all such documents and do such things as Cyferd may consider necessary to give effect to this Section 3.6.

4. **Fees and Payment Terms and Invoicing.**

4.1 **Fees.** Customer will pay the Fees as set forth in the Order Form (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose) without offset or deduction. Except as otherwise specified herein, (i) Fees are for the Professional Services; (ii) payment obligations are non-cancelable; and (iii) Fees paid are non-refundable. In the event Customer requests any additional Professional Services, Customer hereby agrees to pay all additional Fees and/or amounts associated with any of the foregoing. All such Fees and amounts will be invoiced and payable in the Applicable Currency.

4.2 **Payment Terms.** During or in respect of an Order Term, Cyferd will invoice Customer (which may be sent by email) for the Fees and Customer shall pay such Fees in accordance with the relevant Order Form (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose). Any Fees that are subject to a good faith dispute shall be paid within ten (10) days after such dispute is resolved. If any Fees are not received by Cyferd by their due date, then without limiting Cyferd's rights or remedies hereunder or at law, such Fees may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, plus all expenses of collection. Without limiting its other remedies, Cyferd may (i) accelerate and deemed all such Fees and other amounts owed immediately due and payable and/or (ii) suspend performance of the Professional Services (for the avoidance of doubt in respect of all or any Orders at Cyferd's sole discretion) for nonpayment of any Fees. In the event that Customer's payment method is the use of a credit card, by providing such payment method, Customer authorizes Cyferd (without notice to Customer, unless required by applicable law) to charge Customer's credit card on a recurring basis the applicable Fees and any other charges Customer may incur in connection with the Professional Services. Cyferd's payment details are as notified to Customer from time to time.

4.3 **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, VAT, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its purchases hereunder, including, without limitation, any consulting and/or advisory services taxes. If Cyferd has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Cyferd will invoice Customer and Customer will pay that amount unless Customer provides Cyferd with a valid tax exemption certificate.

5. **Confidentiality.**

5.1 **Confidentiality.** In connection with the PSA (including these Terms and the Order Form), a Party (the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (the "**Receiving Party**"). For the Term and for a period of five (5) years after termination of these Terms (or in the case of a trade secret for as long as such trade secret remains protectable under applicable laws), the Receiving Party shall not disclose any such Confidential Information (as applicable) to any third-party other than its employees, contractors, and agents, and only on an as-needed basis. In no event shall Customer use Cyferd's Confidential Information to reverse engineer or otherwise develop products and services functionally equivalent to PSA Property (in whole or in part). Further, Customer recognizes that Cyferd regards the PSA Property and all of Cyferd's other products or services, and all Cyferd Confidential Information, as its proprietary information and as confidential trade secrets of great value, and Customer agrees not to provide or to otherwise make available in any form the PSA Property (in whole or in part), or any Confidential Information of Cyferd to any person other than as expressly permitted by the PSA (including these Terms

and the Order Form), without the prior written consent of Cyferd. For the avoidance of doubt, Customer acknowledges and agrees that Cyferd does not require any Customer Data to perform its obligations under the PSA (including these Terms and the Order Form), and that Cyferd shall only have access to Customer Data where Customer specifically provides such Customer Data to Cyferd ("**Disclosed Customer Data**").

5.2 Exceptions. Notwithstanding the foregoing, the Confidential Information shall not include information which: (i) is in the public domain at the time of its disclosure hereunder or thereafter becomes part of the public domain through no breach of the PSA (including these Terms and the Order Form) by the Receiving Party; (ii) was already known to the Receiving Party as of the time of its disclosure hereunder without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access, use or reference to the Confidential Information; or (iv) is authorized for disclosure in writing by the Disclosing Party prior to such disclosure and having strict regard to any conditions of such disclosure.

5.3 Legally Required Disclosures. Notwithstanding anything else herein, the Receiving Party may disclose any such Confidential Information (as applicable) to the extent that it is required pursuant to a duly authorized subpoena, court order, government authority, or stock listing agency rules whereupon, as permitted by applicable law. The Receiving Party shall provide prompt written notice to the Disclosing Party, prior to such disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy, and, if such remedy is not obtained, the Receiving Party shall disclose only that portion of any such Confidential Information (as applicable) which is legally required to be disclosed and shall seek confidential treatment thereof.

6. Representations, Warranties and Warranty Exclusions.

6.1 Cyferd Warranty. Cyferd will provide the Professional Services in a professional and workmanlike manner pursuant to the Order Form. Without limiting the foregoing, Cyferd makes no representation or warranty or covenant as to the validity or enforceability of the Cyferd Intellectual Property Rights and/or all other Intellectual Property Rights embodied within Relevant Items (or any of them or any part of them) and/or the PSA Property (or any part of it), nor as to whether the same infringe upon, misappraise, and/or violate any Intellectual Property Rights of third-parties. In the event of any material non-compliance of the Professional Services with the foregoing which is caused by Cyferd's failure to perform an express obligations Cyferd's sole liability and Customer's sole recourse, shall be for Cyferd to correct such non-conformance within a commercially reasonable period of time.

6.2 Mutual Representations and Warranties. Each Party represents and warrants to the other that; (i) it has the requisite power and authority to enter into and deliver these Terms and the Order Form (and any other applicable document that forms part of and/or is supplemental to the PSA from time to time which needs to be executed) and perform its obligations herein (and therein); (ii) these Terms and the Order Form (and each such other document) have been duly authorized, entered into, and delivered by each Party, and is a legal, valid, and binding obligation of each Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and principles of equity affecting creditors' rights and remedies generally; and (iii) these Terms and the Order Form (and each such other document) do not violate, conflict with, result in a breach of the terms, conditions, or provisions of, or constitutes a default or an event of default under any other agreement to which such Party is a Party.

6.3 Disclaimers. OTHER THAN THE WARRANTIES SPECIFICALLY MADE IN THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), THE PROFESSIONAL SERVICES ARE AVAILABLE "AS-IS" AND "AS-AVAILABLE." CYFERD AND ITS LICENSORS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CYFERD DOES NOT AND CANNOT CONTROL THE FLOW OF DATA VIA THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE INTERNET. CYFERD WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), CYFERD DOES NOT WARRANT THE ACCURACY OF THE PROFESSIONAL SERVICES, OR THAT THE OPERATION OF THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT CYFERD WILL CORRECT ALL DEFECTS. FURTHER, CYFERD AND CUSTOMER ACKNOWLEDGE AND AGREE THAT CYFERD DOES NOT AND CANNOT GUARANTEE ANY SPECIFIC RETURNS ON INVESTMENT, BUSINESS OUTCOME OR RESULT FROM CUSTOMER'S USE OF THE PROFESSIONAL SERVICES UNDER THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM). FURTHER, THE PROFESSIONAL SERVICES RELY UPON A VARIETY OF DATA INPUTS OF VARYING RELIABILITY, INCLUDING

ASSUMPTIONS ASSOCIATED WITH CUSTOMER DATA, AND THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ITS USE OF THE PROFESSIONAL SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT CYFERD SHALL NOT BE DEEMED TO BE IN BREACH OF ANY REPRESENTATION OR WARRANTY TO THE EXTENT THAT SUCH BREACH RESULTS FROM FORCE MAJEURE AND/OR THE ACT OR OMISSION OF ANY THIRD PARTY.

7. Limitation of Liability.

7.1 Damages. IN NO EVENT WILL CYFERD BE LIABLE TO CUSTOMER, THE ADMINISTRATOR, ANY AUTHORIZED USER OR ANY OTHER PERSON UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR TYPE, INCLUDING LOST REVENUES OR PROFITS; LOSS OR HARM TO BUSINESS, GOODWILL, CONTRACT, COMMERCIAL OPPORTUNITY, EXPENDITURE, SAVINGS, DISCOUNT, REBATE, ECONOMIC ADVANTAGE, OR BUSINESS INTERRUPTION; OR ANY ALTERATION, COMPROMISE, CORRUPTION, LOSS OF USE, INABILITY TO USE, LOSS OF PRODUCTION, INTERRUPTION, DELAY OR RECOVERY OF ANY CUSTOMER DATA, SOFTWARE, SYSTEMS, OR EQUIPMENT OR BREACH OF DATA OR SYSTEM SECURITY; OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM) AND THE TRANSACTIONS CONDUCTED UNDER THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM), EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF SUCH PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THE PSA (INCLUDING THESE TERMS AND THE ORDER FORM). IN NO EVENT SHALL CYFERD'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNT OF FEES CUSTOMER ACTUALLY PAID TO CYFERD IN THE PRIOR TWELVE (12) MONTH PERIOD UNDER THE ORDER FORM FOR THE CAUSE OF ACTION GIVING RISE TO SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THESE TERMS WILL LIMIT CUSTOMER'S LIABILITY FOR PAYMENT OF FEES OR INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; MISUSE OF THE PROFESSIONAL SERVICES (INCLUDING ANY PART THEREOF); OR ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

7.2 Insurance. Customer shall maintain, at its own expense, during the term of the PSA insurance appropriate to its obligations, including as may be applicable general commercial liability and worker's compensation as required by applicable law from financially sound insurance companies having coverages and limits of liability that are commercially reasonable and consistent with industry standards.

8. Indemnification.

8.1 Customer Indemnity. Customer shall indemnify, defend and hold harmless Cyferd, its Affiliates, and its and their respective employees, principals, directors, agents, successors and assigns (each, a "**Cyferd Indemnitee**"), for, from and against any and all Losses arising out of or resulting from a third-party claim, demand, suit or administrative proceeding (each, a "**Claim**") (i) that Customer Data and/or Customer Materials, or any use of such Customer Data and/or Customer Materials with the Professional Services in accordance with the PSA (including these Terms, the Order Form, and the Professional Services Scope), infringes, violates, and/or misappropriates such third-party's Intellectual Property Rights or privacy rights; or (ii) based on Customer's, the Administrator's or any Authorized User's (other than Cyferd or any Cyferd Personnel carrying the Possessional Services): (a) negligence, misconduct, or breach of the PSA (including these Terms and the Order Form, and any other applicable document that forms part of/is supplemental to the PSA from time to time) or the Documentation; (b) use of PSA Property in a manner not authorized by the PSA; (c) use of PSA Property in combination with data, software, hardware, equipment or technology not provided by Cyferd or authorized by Cyferd in writing; or (d) modifications to PSA Property not made by Cyferd; or (e) of the type referred to in Section 8.2 to the extent that it arises from, is in connection with or relates to that referred to any No Liability Matter.

8.2 Cyferd Indemnity. Cyferd will indemnify, defend and hold harmless Customer for, from and against any Losses arising out of or resulting from any Claim that PSA Property, when used in accordance with the terms of these Terms and the Order Form, infringes or misappropriates such third-party's US Intellectual Property Rights. Notwithstanding the foregoing, Cyferd will have no obligation with respect to any actual or alleged Claim to the extent it is based upon or arises out of (each of (i) to (xi) that follow being a "**No Liability Matter**"): (i) Customer's use or combination of PSA Property with any third-party Intellectual Property Rights not authorized by the applicable Documentation; (ii) Customer's modification or alteration of PSA Property by Customer or its Authorized Users or the Administrator not expressly authorized by Cyferd in writing or the Documentation; (iii) Customer's use of PSA Property

in breach of the PSA (including these Terms, Order Form and any other applicable document that forms part of/is supplemental to the PSA from time to time); (iv) specifications or other Intellectual Property Rights provided by Customer; (v) any Customer App Customization; (vi) any Non-Cyferd Materials; (vii) any Non-Cyferd Apps; (viii) any Non-Cyferd Products/Services; or (ix) any Open Source Software. If a Claim under this Section occurs, or if Cyferd determines a claim is likely to occur, Cyferd will have the right, in its sole discretion, to either: (a) procure for Customer the right or licence to continue to use PSA Property free of the infringement claim; or (b) make an update to the PSA Property to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Cyferd, Cyferd may, in its sole discretion, immediately terminate the PSA (including these Terms and the Order Form) and provide a prorated refund for any prepaid Fees for the unusable portion of the PSA Property for the remainder of the applicable Order Term. This Section sets forth Customer's sole remedy and Cyferd's sole liability and obligation for any actual, threatened, or alleged Claim(s) that PSA Property infringes, misappropriates, or otherwise violates any intellectual property rights of any third-party, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed, and all of such are subject to the liability provisions of Section 7.1.

8.3 Indemnification Procedures for Claims. The Party seeking indemnification hereunder (the "**Indemnified Party**") agrees to promptly notify the Party against whom indemnification is sought (the "**Indemnifying Party**") in writing following receipt of notice of any Claim in respect of which indemnity may be sought under such section, which notice shall assert such Claim and set forth in reasonable detail the basis for indemnification (such notice, the "**Indemnification Notice**"). If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall have the right to control such defense at the Indemnifying Party's reasonable expense. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement which does not release the Indemnified Party from all liabilities with respect to such Claim or involves an admission of fault or wrongdoing by an Indemnified Party.

9. Term and Termination.

9.1 Term. These Terms shall become effective on the Effective Date and shall remain effective until terminated in accordance with this Section (the "**Term**"). The Order Form shall become effective on the Commencement Date and shall remain effective for the term set forth therein (the "**Order Term**"). Termination of the Order Form shall not affect these Terms.

9.2 Termination by Cyferd. In the event that Customer (i) has materially breached any provision of the PSA (including these Terms and the Order Form) (including Customer's obligation to pay Fees and/or any other amount due under or in connection with the PSA to Cyferd when due) and failed to cure such breach (if capable of cure) within ten (10) days following receipt of written notice thereof by Cyferd; or (ii) becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary or involuntary bankruptcy or liquidation proceedings (or is subject to any events or circumstances analogous to those in this (ii) in any jurisdiction); or (iii) attempts to assign the PSA (including these Terms and the Order Form) (or any part of it) without Cyferd's consent in accordance with Section 10.8, then Cyferd, in addition and supplementary to any other rights and remedies that may be available to Cyferd, will be entitled to terminate the PSA (including these Terms and the Order Form) (as its sole discretion) by providing written notice of such termination to Customer. Without limiting the foregoing, in the event of Cyferd's termination of the PSA (including these Terms and the Order Form) under this Section, the due dates of all outstanding invoices will automatically accelerate so they become due and payable on the effective date of such termination.

9.3 Termination by Customer. In the event that Cyferd becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary or involuntary bankruptcy or liquidation proceedings (or is subject to any events or circumstances analogous to those in this Section in any jurisdiction), then Cyferd, in addition and supplementary to any other rights and remedies that may be available to Cyferd, will be entitled to terminate the PSA (including these Terms and the Order Form) (as its sole discretion) by providing written notice of such termination to Customer. The right to terminate under this Section shall not apply where the same is on a solvent basis and the underlying reason for the same is for or in connection with a bona fide reorganization of Cyferd and/or its Affiliates.

9.4 Effect of Termination. Upon expiration or earlier termination of PSA (including these Terms and the Order Form), Customer shall immediately discontinue all use the PSA Property. Customer shall confirm in writing that any and all copies of the PSA Property and all other Confidential Information in Customer's possession (or that of its Authorized Users) has been irrevocably destroyed. Customer shall pay Cyferd, as liquidated damages and not a penalty, (i) all Fees and amounts owed under the Order Form (including the Preliminary Professional Services Scope and/or the Professional Services Scope for this purpose); (ii) any out of pocket expenses directly incurred by Cyferd as a consequence of the termination; and (iii) any unpaid one-time Fees relating to such termination. All such Fees and

amounts owed shall be paid within thirty (30) days of Cyferd's invoice therefor. Payment of such final invoice shall not bar any remedy, legal equitable, or otherwise available to Cyferd, and no expiration or termination will give rise to any liability of Cyferd, affect Customer's obligation to pay all Fees and amounts owed that may have become due before such expiration or termination, or entitle Customer to any refund. Notwithstanding anything herein to the contrary, all terms logically construed to survive the term of these Terms shall survive, including, without limitation, all provisions regarding Fees, confidentiality, indemnification, and liability.

10. Miscellaneous.

10.1 Entire Agreement. Without limiting anything else herein or in the Order Form, the PSA includes and comprises these Terms, the Order Form, the Professional Services Scope, the applicable Cyferd Policies, (if applicable) the Cyferd Rate Card any other applicable document that forms part of/is supplemental to the PSA from time to time. For clarity, Section 1.2 sets out what the PSA (including these Terms and the Order Form) do not apply to. By entering into these Terms, Customer also expressly accepts the terms of all such applicable documents. The PSA (including these Terms, the Order Form, the Professional Services Scope, the applicable Cyferd Policies, (if applicable) the Cyferd Rate Card any other applicable document that forms part of/is supplemental to the PSA from time to time) shall supersede all prior agreements, communications, representations and understandings, either oral or written, between Cyferd and Customer with respect to the subject matter contained herein. All terms and conditions on any Customer-issued purchase order, order acknowledgment or other documents shall be deemed deleted and of no force or effect.

10.2 Notices. All notices, requests, demands, claims, and other communications under the PSA (including these Terms and the Order Form) will be in writing (including email) and in English and shall be delivered by personal delivery, by any method of mail (postage prepaid) return receipt required, by overnight courier, or by email, each to the recipient at the address or email address set out below and as subsequently modified by written notice given in accordance with this Section 10.2. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (a) the date of actual receipt; (b) if mailed, three (3) days after the date of postmark; (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries, (d) if delivered by facsimile, receipt of automatically-generated confirmation of facsimile transmission, or (e) if sent by email, email confirmation of receipt. In addition, any general notices posted on Cyferd's website (<https://cyferd.com/>) shall be deemed given to Customer upon the date of posting. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth. Notices for Customer should be sent to Customer at any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to this Section 10.2). Notices for Cyferd should be sent to: Cyferd Inc., **marked for the attention of Legal Department, address** 16192 Coastal Highway, Lewes, Delaware 19958 and/or **email address** legal.department@cyferd.com (as updated from time to time pursuant to this Section 10.2).

10.3 Force Majeure. Except with regard to Customer's obligation to timely pay all Fees, and to the maximum extent permitted by applicable law, Cyferd shall not be responsible or liable for any default, breach, and/or for inadequate performance to the extent arising out of Force Majeure. If a Force Majeure event occurs, Cyferd shall use commercially reasonable efforts to mitigate the impact of such Force Majeure event.

10.4 Waiver; Severability. No waiver by Cyferd of any breach or default hereunder by the other shall operate as a waiver of any other breach or default or of a similar breach or default on a future occasion. No waiver of any term or condition hereof by Cyferd shall be effective unless the same shall be in writing and signed by Cyferd. In the event that any provision of these Terms, the Order Form and any other document that from time to time forms part of the PSA (other than a provision which goes to the essence of the consideration for such document(s)) is declared invalid, unenforceable or void, to any extent, by a court of competent jurisdiction, the remainder of such document(s) and the application thereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.5 Injunctive Relief. In the event of the breach or a threatened breach by Customer of any of the provisions of the PSA (including these Terms and the Order Form), Cyferd may, in addition and supplementary to any other rights and remedies that may be available to Cyferd, obtain specific performance and/or injunctive or other equitable relief against the breach or threatened breach from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

10.6 Governing Law. The PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) will be governed by and construed in accordance with the laws of the State of Delaware without application of its choice of law provisions. Any dispute shall be subject to the exclusive venue of Wilmington, Delaware. If any legal action or any arbitration or other proceeding is brought in connection with the PSA (including these Terms and the Order Form), the prevailing Party shall be entitled to recover reasonable attorneys'

fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

10.7 Export Regulations. Customer understands that Cyferd is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Customer warrants that it will comply in all respect with the export and re-export restrictions applicable to the Professional Services. Customer agrees to indemnify and hold Cyferd harmless from any loss, damages, liability or expenses incurred by Cyferd as a result of Customer's failure to comply with any export regulations or restrictions.

10.8 Assignment. Customer may not assign, transfer, delegate, and/or novate any of its rights or delegate any of its obligations hereunder or under the PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Cyferd, which may be withheld and/or conditioned in its sole and exclusive determination. The PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) may be freely assigned at any time by Cyferd. No assignment or delegation will relieve a Party and/or its permitted successor or assigns of any of its obligations hereunder. PSA (including these Terms and the Order Form and any other document that from time to time forms part of the PSA) shall be binding upon and enure for the benefit of Cyferd and Customer and any permitted successors or assigns.

10.9 Relationship of Parties. Cyferd is an independent contractor of Customer. Nothing herein shall be construed as creating a joint venture, partnership, employer-employee, or similar relationship. Further, Customer hereby acknowledges that Cyferd may freely engage subcontractors to assist with its performance hereunder.

10.10 Third Party Beneficiaries. Except for the rights specifically granted to Cyferd Indemnitees and Cyferd Partners, no other third-party shall have any rights hereunder.

10.11 Interpretation. The headings preceding the text of the sections of these Terms are inserted solely for convenience and ease of reference only and shall not constitute any part of these Terms or have any effect on its interpretation or construction. In these Terms, unless the context otherwise requires, any obligation of Customer to do any act, deed, or thing to refrain from doing any act, deed, or thing shall be deemed to be an obligation on Customer acting by itself, by its Administrator and/or any Authorized User to do any such act, deed, or thing to refrain from doing any such act deed or thing. These Terms have been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding these Terms shall be in the English language.

SCHEDULE 1 – PROFESSIONAL SERVICES

Professional Services may include, but are not limited to:

- Requirements gathering
- Planning and design
- App Development including but not limited to:
 - o Data model
 - o Custom views
 - o Custom forms
 - o Flows
 - o App security
- Platform configuration and migration including but not limited to:
 - o Authentication – Single Sign Setup
 - o Managing users and devices
 - o Importing and mapping data from existing systems
 - o 3rd Party system integration
 - o Overall platform administration
- Health checks and best practices
- Custom training
- Project management
- Deployment services
- QA & Testing
- Documentation
- Post Go-Live support
- General training

SCHEDULE 2 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Processing by Cyferd

Scope and nature

To provide the Professional Services.

To enable Cyferd to comply with its obligations under the ASA in providing the Professional Services.

Purpose of processing:

To provide the Services.

To enable Cyferd to comply with its obligations under the ASA in providing the Professional Services.

To manage the relationship with Customer.

Duration of the processing:

Duration of the ASA and any permitted period following termination of the same, unless otherwise agreed upon in writing.

Types of personal data:

First Name

Last Name

Email Address

Telephone Number

Title

Department

Company

Country

City

Such other types of personal data that is necessary to enable Cyferd to comply with its obligations under the ASA.

Categories of data subject:

Customers (contact persons/representatives)

Cyferd Partners (contact persons/representatives) who may provide all or some of the Professional Services as a subcontractor for and on behalf of Cyferd.

Cyferd (contact persons/representatives)

Cyferd Personnel

Other applicable services providers (including professional services)

Applicable governmental and/or regulatory authorities