



# CYFERD

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into as of the date of first acceptance (the “**Effective Date**”), by and between Cyferd Inc., a corporation (“**Cyferd**”), and the customer accepting this Agreement (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 (<https://cyferd.com/legal/>). Section 10.1 refers to the documents which together comprise this Agreement.

This Agreement is an Enterprise Agreement and relates to Enterprise. Customer is an Enterprise Customer.

CYFERD IS WILLING TO PROVIDE ACCESS TO AND USE OF THE CYFERD PRODUCT AND/OR ANY OTHER PURCHASED ITEMS TO CUSTOMER STRICTLY ON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY ACCESSING AND/OR USING THE CYFERD PRODUCT AND/OR OTHER PURCHASED ITEMS, CUSTOMER (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS THAT IT IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF AN INDIVIDUAL ACCEPTS THIS AGREEMENT AS AN AUTHORIZED REPRESENTATIVE OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT. IF CUSTOMER DOES NOT MEET ANY OF THE FOREGOING REQUIREMENTS AND/OR DOES NOT AGREE TO SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE CYFERD PRODUCT AND/OR OTHER PURCHASED ITEMS.

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. Cyferd Product Terms.

#### 1.1 Rights and License Grants.

(a) PaaS Grant of Rights. Subject to the terms of this Agreement and the applicable Order Form and Customer’s payment of all applicable Fees, effective on the applicable Commencement Date and for the applicable Order Term, Cyferd shall grant Customer a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable right in accordance with the Documentation and for the Permitted Purpose to: (i) access and use the Cyferd Product (delivered through each applicable Tenancy (including available Features)), and to use outputs displayed in connection with Customer’s access and of the Cyferd Product; (ii) use any App where App Usage in respect of that App has been purchased by Customer; (iii) use any Premium Feature purchased by Customer; (iv) use any Premium Subscription purchased by Customer; and (v) benefit from the use of a Developer License if purchased by Customer; and in that regard allow its applicable Authorized Users to access and/or use the same. For clarity, a valid and subsisting Order Form for access to and use of the Cyferd Product and Customer’s payment of all applicable Platform Fees includes the provision by Cyferd of the Services (none of which are Professional Services).

In respect of the Order in question, Cyferd will set up Customer’s ‘*Administrator*’ and the corresponding Authorized User Account, and grant access to Customer (via the Administrator) to the applicable Tenancy(ies) within five (5) Business Days of the later of: (i) the applicable Commencement Date; and (ii) the date Customer provides all the applicable details Cyferd needs to complete such set up. In this regard, the Administrator’s (as an Authorized User of

Customer) appointment shall be made (and will be subject to) the terms of this Agreement.

In respect of the Order in question, it is Customer's responsibility (acting by its Administrator) to set up each other Authorized User of Customer and the corresponding Authorized User Account. In this regard, such Authorized User's appointment shall be made (and will be subject to) the terms of this Agreement.

Customer acknowledges and agrees that its purchase of access to and use of the Cyferd Product, App(s) or Feature(s) or any other Purchased Item is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by or on behalf of Cyferd regarding future functionality or features.

(b) License to On-Prem Components. Effective on the applicable Commencement Date and for the applicable Order Term, Cyferd hereby grants to Customer and its permitted Authorized Users a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to reproduce, distribute, publicly perform, publicly display, access and use the Mobile Apps and the Remote Agent (collectively, the "**On-Prem Components**") in connection with Customer's and its permitted Authorized Users' access to and use of the Cyferd Product.

(c) Access and Usage Restrictions. In addition to any restrictions set out elsewhere in this Agreement, or as may be agreed in writing by the Parties from time to time for the purposes of this Agreement, and except as otherwise expressly permitted by this Agreement, Customer shall not, directly or indirectly: (i) use the Cyferd Product or On-Prem Components to knowingly store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (ii) use the Cyferd Product or On-Prem Components to knowingly store or transmit Malicious Code; (iii) access or use the Cyferd Product or On-Prem Components in a way that circumvents any access restrictions or contractual usage limits of the Cyferd Product or circumvents or interferes with any mechanisms to enforce the foregoing; (iv) modify, copy, or create derivative works based on the Cyferd Product or On-Prem Components; (v) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, non-public APIs or Integrations of or to the Cyferd Product or On-Prem Components except to the extent expressly permitted by applicable law (and then only upon advance notice to Cyferd); (vi) remove or obscure any proprietary notices in or on the Cyferd Product or On-Prem Components; (vii) use the Cyferd Product or On-Prem Components to overwhelm or attempt to overwhelm Cyferd's infrastructure in respect of the Cyferd Product by imposing an unreasonably large load on Cyferd's systems that consume extraordinary resources; (viii) use the Cyferd Product or On-Prem Components in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights, or for any unlawful purpose, activity, business, or enterprise and/or to violate any applicable law; (ix) rent, lease, lend, sell or sublicense the Cyferd Product or On-Prem Components (in whole or in part, in any form, whether modified or unmodified), or otherwise provide access to the Cyferd Product or On-Prem Components as part of a service bureau or similar fee-for-service purpose; (x) make the Cyferd Product available to anyone other than its applicable Authorized Users; (xi) granting any person Authorized User status who is not an employee or agent of Customer, or where such person or the entity who employs that person: (A) is a different member of Customer's group or an associated entity to Customer or an Affiliate of Customer; (B) is a competitor of Cyferd or provides services which are competitive with or to the Cyferd Product; (C) is being granted such status for any purpose other than the bona fide business purposes of Customer, unless and then to the extent that Cyferd expressly consents to the same in writing to Customer; (xii) (unless Customer has a valid and subsisting Developer License): (A) build any App, (B) give any Authorized User any build or similar permissions that would enable or imply that Authorized User could build any App; (C) (notwithstanding (B)) permit or allow the Administrator or any Authorized User to use any build or similar permissions that would enable or imply the Administrator/that Authorized User could build any App; (xiii) (unless valid and subsisting App Usage in respect of the App in question has been purchased by Customer) use any App. Strictly subject to Section 1.1(c)(xii), in this Section 1.1(c) shall not prevent a Customer App Customization being validly created by or on behalf of Customer in accordance with and subject to the terms of this Agreement. Further, Section 1.1(c)(xii) shall not prevent Cyferd and/or any appropriately authorized Cyferd Partner from building any App for Customer. Customer acknowledges and agrees that it or its Authorized Users, as appropriate, must independently evaluate outputs generated by the Cyferd Product for accuracy and appropriateness, including using human review (where Customer or its Authorized User deems appropriate), before using or sharing such outputs. Customer shall not use Open Source Software for development of or in any authorized derivative work of the Cyferd Product in any manner that would obligate Cyferd to publish, distribute or otherwise expose the source code of the Cyferd Product. Customer acknowledges and agrees that only a Production Tenancy can be used for Customer's live data or everyday business operations use and that a Non-Production Tenancy(ies) cannot be used for Customer's live data or everyday business operations use.

1.2 POC Trial. Cyferd may provide Customer with or make available to Customer use of the Cyferd Product for the purposes of a POC Trial. Such use of the Cyferd Product for the purposes of a POC Trial is subject to any additional terms (including any applicable Fees payable during such POC Trial and/or additional access/usage restrictions) that Cyferd specifies and is only permitted during the period Cyferd expressly designates for such purpose

(or, if not so expressly designated, until terminated in accordance with this Agreement). Except as expressly set out to the contrary in this Agreement and any applicable Order Form, without limiting anything else herein, Cyferd expressly disclaims any representations or warranties, express or implied, or indemnities and/or liabilities in connection with such POC Trial, and all access to and use of the Cyferd Product during such POC Trial is provided "As Is, Where is, Without Fault" without indemnification, maintenance, support, or warranty of any kind, express or implied. Except as expressly set out to the contrary in this Agreement and any applicable Order Form, the terms of this Agreement fully apply in respect of a POC Trial. Cyferd may modify or terminate Customer's use of the Cyferd Product for the purposes of a POC Trial at any time and for any reason in Cyferd's sole discretion, without liability to Customer, and Customer may cancel at any time without additional charge prior to the expiration of such POC Trial. Use of the Cyferd Product for the purposes of a POC Trial will be time limited (set by Cyferd at its sole discretion) and in a non-production environment. Subject to the next sentence in this [Section 1.2](#), use of the Cyferd Product for the purposes of a POC Trial does not need to be but can be the subject of an Order Form. A paid or conditional POC Trial or a POC Trial with special terms must be the subject of an Order Form. A POC Trial can take the form of a conditional Order Form, which if such conditions are satisfied and/or waived automatically becomes a full unconditional Order for access to and use of the Cyferd Product; in which case, for the purposes of this [Section 1.2](#), such POC Trial will cease to be a POC Trial upon such satisfaction and/or waiver. By Customer using the Cyferd Product for the purposes of a POC Trial it shall be deemed to be Customer accepting this Agreement in respect of the same. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, CYFERD'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER IN RESPECT OF CUSTOMER'S ACCESS TO AND/OR USE OF A POC TRIAL WILL BE \$500 (five hundred Dollars). For clarity, a 'Pilot' is a POC Trial.

1.3 [Suspension](#). Cyferd may suspend and/or terminate Customer's and its Authorized Users' access to the Cyferd Product (in whole or in part and/or in respect of all or any Orders at Cyferd's sole discretion) if Cyferd reasonably determines that: (i) there is a disruption, security risk, threat or attack that would harm the Cyferd Product or any users thereof; (ii) Customer is using the Cyferd Product for fraudulent or illegal activities; (iii) Customer fails to make payments of Fees; (iv) Cyferd is entitled to terminate this Agreement or the Order in question (whether or not it does so terminate); (v) Cyferd's provision of the Cyferd Product to Customer is prohibited by applicable law; or (vi) any vendor or supplier of Cyferd has suspended or terminated Cyferd's access to or use of any third-party services or products required to enable Customer to access and use the Cyferd Product. Cyferd will have no liability for any damage, liabilities, losses (including, without limitation, any loss of data or profits), or any other consequences that Customer may incur as a result of any such suspension.

1.4 [Customer Responsibilities](#). Customer will keep its credentials and its Authorized Users' credentials for the Cyferd Product strictly confidential and will be responsible and liable for all actions taken by its Authorized Users. Customer will promptly notify Cyferd of any known violation of this Agreement by an Authorized User and of any known breach of security or unauthorized use of its account or an Authorized User's account. Customer shall actively and continuously manage and monitor all Authorized User Accounts of its Authorized Users and, in this regard, inter alia Customer shall: (i) promptly terminate Authorized User status (including terminating all applicable access and permissions) where: (A) the person in question ceases to be eligible to be an Authorized User; (B) the person in question ceases to be an employee or agent/ contractor of Customer; (C) any other changes occur to or in respect of that person such that it is no longer appropriate for that person to maintain such status; or (D) not to do so, would create/ enable unauthorized access to applicable Customer Data; and (ii) manage and monitor (and where applicable promptly change) permissions granted to its Authorized Users so as to prevent unauthorized access to applicable Customer Data. Customer shall: (i) only access and use the Cyferd Product in accordance with the terms of this Agreement and the Documentation; (ii) be responsible for the accuracy, quality and legality of all Customer Data, the means by which Customer acquired such Customer Data, Customer's use of Customer Data with the Cyferd Product, and the interoperation of any third party applications with which Customer uses the Cyferd Product or the On-Prem Components; (iii) prevent unauthorized access to or use of the Cyferd Product or the On-Prem Components, and notify Cyferd promptly of any such unauthorized access or use; (iv) use the Cyferd Product and the On-Prem Components only in accordance with applicable laws, rules, and government regulations; and (v) obtain access and authorization for all data processing performed by Cyferd (and its Sub-Processors) for Customer and its Authorized Users in accordance with the terms of this Agreement and applicable law. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Cyferd Product and the On-Prem Components, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers. Customer understands and agrees that its Authorized Users are subject to the Cyferd Policies, and that such Cyferd Policies are hereby incorporated by reference and made part of this Agreement. Cyferd may update the Cyferd Policies in accordance with this Agreement, and Customer agrees that its Authorized Users will be subject to such updates when the same take effect in accordance with this Agreement.

1.5 [Third-Party Technology](#). Customer understands and agrees that Customer's use of any third-party software or services that it chooses to use with the Cyferd Product and that are not incorporated into or integrated with the Cyferd Product by Cyferd (collectively, "**Third-Party Technology**") will be governed by such Third-Party Technology licensor's license terms and conditions. Customer understands and agrees that Cyferd is not responsible

for Customer's, Authorized User's, and/or any third party's obligations relating to any such Third-Party Technology including, without limitation, compliance with the terms and conditions governing use thereof.

## 2. Intellectual Property and Data Rights.

### 2.1 Intellectual Property and Confidentiality.

(a) Customer acknowledges and agrees Cyferd and/or its licensors own all Intellectual Property Rights in and to and/or (where applicable) which power the Cyferd Product (including all Tenancy(ies) and Features), all Cyferd Apps, all Cyferd App Customizations, all Cyferd Components, all Documentation, all Cyferd Materials, the On-Prem Components, Cyferd's Confidential Information (together the "**Relevant Items**") and, in each case and where applicable, the *'look and feel'* of the same. For clarity, the Relevant Items (as applicable) include: (i) the constituent parts thereof, which may include 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 and/or its licensors from time to time; and (ii) Intellectual Property Rights assigned and/or licensed to Cyferd (or to such third-party as Cyferd may have elected) by Customer, in each case under this Agreement. Notwithstanding the foregoing, except for the rights explicitly granted herein, Cyferd retains all of its Intellectual Property Rights in and to the Relevant Items and any other technology, software, inventions, discoveries, or works of authorship owned or controlled by Cyferd. For clarity, Intellectual Property Rights for the purposes of this Section 2.1 may include the right to make, have made, practice, employ, exploit, use, develop, reproduce, improve, modify, copy, distribute copies, publish, license, and/or create derivative works.

(b) Except for rights in and to the Relevant Items expressly granted to Customer and its Authorized Users, or as otherwise set forth herein, Cyferd is not granting any interest, express or implied, in or to Cyferd's Intellectual Property Rights, and Cyferd reserves all rights in such Intellectual Property Rights. 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, any App and/or any Cyferd Confidential Information, to any person other than as expressly permitted by this Agreement or any Order Form. Notwithstanding the foregoing, to the extent Customer, any of its Affiliates or any of its Authorized Users: (i) intentionally or unintentionally modifies and/or improves the Cyferd Product and/or any other Relevant Item, whether or not in violation of this Agreement; and/or (ii) acquires any Intellectual Property Rights in the Relevant Items, 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. Following such assignment, such assigned modifications, improvements or Intellectual Property Rights in the Relevant Items will be deemed to be part of the applicable Relevant Item(s). Customer shall execute (and shall procure the execution of) all such documents and do such things as Cyferd may reasonably consider necessary to give effect to the foregoing sentence.

2.2 Similarity of Content and Customer App Customizations. Due to the nature of the Cyferd Product any App and artificial intelligence generally, Apps and outputs displayed in connection with Customer's use of the Cyferd Product and/or App may not be unique and other Cyferd Product 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 under Section 1.1(a) or otherwise does not extend to obtaining Apps or outputs created by or on behalf of other Cyferd Product users and/or any Third Party Technology. For clarity, Customer App Customization cannot (and no App can) operate without the Cyferd Product and the applicable other Relevant Items. Cyferd grants no Intellectual Property Rights or other rights in connection with any Customer App Customization(s) under this Agreement. Customer agrees and acknowledges Customer will only be able to use any Customer App Customization (and any App) if it has a valid and subsisting subscription for access to and use of the Cyferd Product (including at the very least a Production Tenancy) and App Usage in respect of that App has been purchased by Customer.

### 2.3 Customer Data.

(a) As between the Parties, Customer owns all right, title and interest in and to all Customer Data provided by or on behalf of Customer in connection with its access and use of the Cyferd Product. 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 this Agreement. By providing any Customer Data 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 Authorized Users, hereby grants to Cyferd (and each of its direct and indirect sub-contractors) a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, worldwide license to access, use, display, publicly perform, reproduce, distribute, and otherwise analyze such Customer Data and perform all acts with respect to Customer Data as necessary for Cyferd to

provide: (i) the Cyferd Product to Customer and its Authorized Users hereunder and exercise or perform Cyferd's rights, remedies and obligations under this Agreement; and (ii) (notwithstanding (i)) general access to, use of and maintenance, updates and improvements/ enhancements of and to the Cyferd Product and/or related/ ancillary (thereto) products, services and/or information. Except as otherwise set forth in the Cyferd Policies, Customer is and shall remain solely responsible and liable for all such Customer Data submitted, uploaded, posted, transferred, provided, processed, and/or otherwise transmitted ("**Transmit**", "**Transmitted**", "**Transmitting**") in connection with its access and use of the Cyferd Product. Customer agrees that it will not, and will not permit anyone else to, directly or indirectly: (i) Transmit any Customer Data that is 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 that: (A) Customer does not have the right to Transmit, under any law or contractual or fiduciary relationships; (B) infringes, misappropriates, and/or violates any patent, copyright, trademark, trade secret, right of privacy, or other Intellectual Property Right of any third-party; (C) constitutes unsolicited or unauthorized advertising or promotional materials; or (D) 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 Transmitted through the Cyferd Product.

(b) Cyferd will process and maintain Customer Data consistent with applicable law, this Agreement and the applicable Cyferd Policies. Cyferd has no obligation to screen, edit or monitor Customer Data but Cyferd reserves the right, and has absolute discretion, to remove, screen or edit Customer Data posted and/or stored in connection with the Cyferd Product for any breach of this Agreement, and Customer is solely responsible for all such activity. If Customer chooses to make any Customer Data publicly available, Customer does so at its own risk and Cyferd shall have no liability for such publication. To the extent Customer requires Cyferd to Process any Personal Data, Cyferd will Process such Personal Data in compliance with applicable Data Protection Laws and consistent with the [Data Protection Agreement](#). 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 2.3\(b\)](#).

2.4 [Aggregated Statistics and Application Monitoring](#). Notwithstanding anything to the contrary in this Agreement, Cyferd may monitor, review, collect and compile meta-data, log data, access and usage data and information related to Customer's and its Authorized Users' access to and use of the Cyferd Product and the On-Prem Components ("**Application Monitoring Data**") that is and can be used by Cyferd for the Application Monitoring Data Purposes (defined below) and Customer hereby agrees to Cyferd doing the same. Cyferd does not have to share or disclose any Application Monitoring Data (even on an anonymized basis) with any person. The "**Application Monitoring Data Purposes**" are to: (i) track and understand general usage trends; (ii) assist Cyferd with pricing; (iii) improve or enhance the Cyferd Product, App(s) and On-Prem Components; (iv) detect threats or errors; (v) better understand sector or use case or business needs and requirements; (vi) assist Cyferd with technology management generally; (vii) (where such information is generic or general or anonymized in its nature) compile and provide (whether with or without similar information from any other Cyferd customers) data analysis and trending analysis to Customer, to any other Cyferd customers within the same or a similar or a complementary industry, to industry groups or marketers within the same or a similar or a complementary industry and/or to applicable governmental or regulatory authorities); (viii) verify aggregate usage on a per-Tenancy/ per-Customer/ per-App/ per Authorized User basis; and (ix) (in respect of an App) in setting, calculating, pricing, estimating, monitoring, administering Customer's App Usage and to determine the accuracy of Customer's Expected App Usage. Application Monitoring Data (and other Administrative Data) may be used in any format to compile statistical and performance information related to the provision, operation, and use of the Cyferd Product, App(s) and On-Prem Components (collectively, "**Aggregated Statistics**"). Customer agrees that Cyferd 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 by name Customer or any Authorized User. Customer hereby grants to Cyferd a non-exclusive, perpetual, irrevocable, transferrable, royalty-free and worldwide license to reproduce, modify, distribute, publicly perform, publicly display, access, revise, use and create derivative works of: (i) such Application Monitoring Data for the Application Monitoring Data Purposes; and (ii) such Application Monitoring Data and other Administrative Data to the extent incorporated within the Aggregated Statistics.

2.5 [Monitoring compliance](#). Notwithstanding the provisions of [Section 2.4](#), during the Term and for a period of twelve (12) months thereafter, Customer shall maintain full and accurate records relating to the Administrator's, Authorized Users' and Customer's access to and use of the Cyferd Product, whether it has built any App(s) and/or Cyferd or any Cyferd Partner has built any App(s) for it, and/or its use of any Developer License. Customer shall allow and procure for Cyferd (and any representatives of Cyferd) access to records, systems, and/or premises to: (i) inspect whether Customer has built any App(s) and/or any Cyferd Partner has built any App(s) for it, (ii) inspect Customer's use of any Developer License; and/or (iii) inspect/ audit Customer's compliance with its obligations under this Agreement (including any Order Form). In this regard Customer also expressly and irrevocably authorizes Cyferd to monitor, review, evaluate and record the data logs (these show activity and behavior but not Customer Data)

that Cyferd has access to from time to time in connection with Customer's access rights under this Agreement. Unless: (i) otherwise agreed by the Parties in writing; (ii) Cyferd suspects Customer has committed fraud or is in breach of this Agreement; and/or (iii) such inspection/ audit is required by law, by court or by a governmental or regulatory authority, the inspection/ audit referred to above shall be undertaken: (A) during Customer's normal business hours on Business Days; (B) subject to the provision by Cyferd of a minimum of seven (7) days' notice; (C) not more than twice in any calendar year; and (D) be conducted at Cyferd's sole cost and expense unless such inspection/ audit reveals Customer's breach of any term(s) of this Agreement, in which case all costs and expense shall be borne by Customer.

2.6 Cyferd Product Updates. Cyferd may, in its sole discretion, improve, update, modify, upgrade or provide bug fixes or other changes to the Cyferd Product, any On-Prem Components and/or any other Relevant Item(s) (each a "**Cyferd Product Update**"). Such Cyferd Product Update(s) could be, for example: (i) to improve Cyferd's customers' general experience; (ii) to respond to changes in the Cyferd Product, Cyferd's business or law; and/or (iii) as necessary for new Features/ functionality. Cyferd reserves the right to change or add Features and/or Premium Features and/or other functionality in respect of the Cyferd Product at its sole discretion in service of Cyferd's customers or to further Cyferd's business objectives. Cyferd shall use commercially reasonable efforts to ensure that any such Cyferd Product Update does not materially adversely affect the use of the Cyferd Product by Cyferd's customers generally. Cyferd will use commercially reasonable efforts to notify Customer of a Cyferd Product Update that may materially impair Customer's use of the Cyferd Product as well as changes to/ additions of Premium Features that require payment of additional Fees.

2.7 Third-Party Updates. Cyferd may permit its Sub-Processors and third-party service providers to improve, update, modify, upgrade or provide bug fixes or other changes to their respective services and/or technologies. Cyferd shall use commercially reasonable efforts to ensure that any such improvement(s), update(s), modification(s), upgrade(s), provision of bug fixes or other change(s) do not materially adversely affect the use of the Cyferd Product by Cyferd's customers generally. Cyferd will use commercially reasonable efforts to notify Customer of any such improvement(s), update(s), modification(s), upgrade(s), provision of bug fixes or other change(s) that may materially impair Customer's use of the Cyferd Product. This Section 2.7 shall prevail over any conflicting provision in this Agreement.

2.8 Feedback and Publicity. If Customer and/or any of its Authorized Users or Customer's personnel chooses to provide any Feedback, then Customer, itself and on behalf of such Authorized User(s)/ personnel, hereby assigns to Cyferd all Intellectual Property Rights in and to such Feedback in any manner and for any purpose, including to improve the Cyferd Product, On-Prem Components and/or any other Relevant Item(s), 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 Cyferd Product 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 2.8.

### 3. Support

3.1 Standard Support Services. Cyferd shall provide to Customer standard support services (the "**Standard Support Services**") subject to the terms and conditions of this Section 3.1 and any other applicable provisions of this Agreement. Customer acknowledges and agrees that Cyferd retains all right, title, and interest in and to any and all rights arising out of or related to the output of such Standard Support Services. For the avoidance of doubt, Customer's rights to Standard Support Services do not extend to any third party. The following applies in respect of Standard Support Services: (i) Cyferd shall use commercially reasonable efforts to perform the Standard Support Services in accordance with this Agreement, including Table 1 below, and the Documentation with reasonable skill and care, and time shall not be of the essence; (ii) Standard Support Services shall be construed as including support where Customer experiences any non-accessibility, or a failure, of the Cyferd Product including any Tenancy(ies) or any Premium Features that are Purchased Items; (iii) for the avoidance of doubt, Standard Support Services do not include Professional Services and/or any support services/ services with regard to Apps (including Cyferd Apps) provided by Cyferd; (iv) Cyferd is under no obligation to provide Standard Support Services to Customer to the extent: (A) Customer is in breach of this Agreement including for acts of non-payment; (B) Customer's access to and use of the Cyferd Product has been suspended pursuant to Section 1.3; (C) a Force Majeure event prevents the provision of Standard Support Services in accordance with Section 10.4; or (D) the subject matter is not covered by the Standard Support Services as set forth herein; (v) in order to access such Standard Support Services, Customer will be required to email Cyferd at [support@cyferd.com](mailto:support@cyferd.com) or by such other method as Cyferd may inform Customer of from time to time (a "**Ticket**"), and any Ticket must include the relevant details reasonably requested by Cyferd in writing as part of Ticket submission for the Ticket to be sufficiently addressed; (vi) Cyferd shall provide such Standard Support Services between the hours of 9am to 6pm (London) Monday to Friday, outside of UK public holidays; (vii) Cyferd may, at its sole discretion, delegate and/or subcontract the provision of some or all of the Standard Support Services (in whole or

part) from time to time to: (A) an applicable Sub-Processor; and/or (B) any other Cyferd Partner and/or suitably qualified third party service provider who, in turn, will provide such Standard Support Services for and on behalf of Cyferd; and (viii) Cyferd shall respond and address any requests for support in accordance with the following table:

Table 1

	<b>P1</b>	<b>P2</b>	<b>P3</b>	<b>P4</b>
<b>Case priority level</b>	The Cyferd Product is completely inaccessible.	One or more key Features of the Cyferd Product are unusable.	Any other case where the Cyferd Product is not operating as documented, or performance has degraded materially.	All enhancement requests.
<b>Initial response &amp; acknowledgement</b>	15 minute triage	4 hours	4 hours.	4 hours
<b>Target resolution</b>	4 hours	2 Business Day	6 weeks	Reasonable endeavors
<b>Escalation (Support manager)</b>	Immediate	1 Business Day	N/A	N/A
<b>Escalation (SVP)</b>	1 Business Day	1 week	Monthly	Quarterly
<b>Status updates</b>	Live	Daily	N/A	N/A

In relation to any matter that falls within P1 in [Table 1](#) above then Customer is entitled to the service credits set forth in [Section 3.2](#) below.

Should Cyferd at any time, choose to provide support services for an App (whether or not such App is a Cyferd App) and such support is not charged for or considered to be Professional Services then, for the avoidance of doubt, such support services shall **not** be Standard Support Services and shall be a gesture of goodwill on the part of Cyferd. Such act by Cyferd is completely at its sole discretion and is provided with no guarantees or warranties in respect of such support service provided whether at that time or in the future and Cyferd, to the fullest extent permitted by law, excludes all liability (in whole or part) for such support service and the same can be terminated at any time by Cyferd. In this regard, Customer acknowledges that any such App is 'unsupported by Cyferd' for the purposes of this Agreement. If such App cannot be fixed by an entry level individual, Cyferd shall cease to provide such 'goodwill' support services and may recommend to Customer to use/ may refer this matter to Cyferd's 'Professional Services team' and/or a Cyferd Partner in which case the same shall then fall outside the scope of this paragraph in this [Section 3.1](#).

3.2 **Hosting Services.** Cyferd shall provide to Customer services consisting of hosting services being the hosting by or on Cyferd's behalf of the Tenancy(ies) (collectively, the "**Hosting Services**"). For the avoidance of doubt, Customer's rights to Hosting Services do not extend to any third party. The following applies in respect of the Hosting Services: (i) Cyferd shall use commercially reasonable efforts to perform the Hosting Services in accordance with this Agreement and the Documentation with reasonable skill and care, and time shall not be of the essence; (ii) the hosting of the Cyferd Product is carried out using and managing many technologies deployed in tiered and secured network segments, operating in several managed locations. In this regard, details and the roles of third parties used by Cyferd in connection with the provision of the Hosting Services and their respective obligations are set forth in the [List of Sub-Processors](#) (such sub-processors being the "**Sub-Processors**"); (iii) subject to (iv), Cyferd shall use commercially reasonable efforts to make the Cyferd Product available for access and use (on a monthly basis) 99.5% of the total time in such calendar month (the "**Uptime Percentage**"), provided that, if Cyferd fails to meet this Uptime Percentage in any calendar month, Customer will be entitled to receive a service credit from Cyferd calculated and processed as set forth in [Table 2](#) below and the following provisions of this [Section 3.2](#); and (iv) availability for purposes of calculating the Uptime Percentage does not include any downtime to the extent such downtime is caused by Exclusions.

Table 2

Uptime Percentage	Service Credit
97.1-99.5%	For every 0.01% by which the Uptime Percentage falls below 99.5%, 0.1% of X Example: <ul style="list-style-type: none"> <li>If the Uptime Percentage is 98.5%, the service credit would be: <math>(99.5-98.5) \times 10 = 10\%</math> of X.</li> <li>If the Uptime Percentage is 97.5%, the service credit would be: <math>(99.5-97.5) \times 10 = 20\%</math> of X.</li> </ul>
< 97.0%	30% of X.

**Where X** = the amount paid/ payable by Customer for the portion of the Platform Fees related to use of the affected Tenancy(ies) for the affected period.

**Claim process** – To receive service credits, Customer must submit request for a service credit to Cyferd’s support team by email to [support@cyferd.com](mailto:support@cyferd.com) within thirty (30) days following the end of the affected month. The request should include details of the perceived downtime and affected Tenancy(ies). The request will be reviewed by Cyferd based on internal logs and availability metrics, and any service credits will be issued in the next billing cycle. Customer and Cyferd will discuss any adjustments to the submitted claim in good faith.

3.3 **Database Services.** Cyferd shall provide a database for each Tenancy as well as unique access credentials for each Tenancy (the “**Database Services**”) subject to the terms and conditions of the provisions of this Agreement that relate to storage of Customer Data and, to the extent applicable, the [Data Protection Agreement](#). For the avoidance of doubt, Customer’s rights to Database Services do not extend to any third party. Cyferd shall use commercially reasonable efforts to perform the Database Services in accordance with this Agreement and the Documentation with reasonable skill and care, and time shall not be of the essence.

3.4 **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 this Agreement, 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.

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

4.1 **Fees.** Customer will pay the Fees as set forth in the applicable Order Form without offset or deduction. Except as otherwise specified herein: (i) Fees are based on the rights granted hereunder; (ii) payment obligations are non-cancelable; and (iii) Fees paid are non-refundable. In the event Customer requests any additional features, functionality, and/or similar requests related to the Cyferd Product, 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. Where Customer purchases the Cyferd Product through a Cyferd Partner, Customer’s payment terms are with the Cyferd Partner and not with Cyferd; however, a breach of any payment obligations with such Cyferd Partner will be deemed to be a breach of this Agreement. 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 (or the Cyferd Partner if applicable) 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 deem all such Fees and other amounts owed immediately due and payable; and/or (ii) suspend and/or revoke Customer’s and its Authorized Users’ access to and use of the Cyferd Product (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 starting to access and use the Cyferd Product and 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 (including any variable Fees and including Fees payable on renewal in respect of any Extension Order Term) and any other charges Customer may incur in connection with Customer's access to and use of the Cyferd Product. 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 subscription-based and/or so-called PaaS taxes associated with the Cyferd Product. If Cyferd has the legal obligation to pay or collect Taxes for which Customer is responsible under this [Section 4.3](#), 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 this Agreement and the Order Form(s), 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 this Agreement (or in the case of a trade secret for as long as such trade secret remains protectable under applicable laws), the Receiving Party shall protect the Confidential Information of the Disclosing Party in the same manner as it protects its own Confidential Information of a similar kind (but in all cases using a standard at least of reasonable care) and shall not disclose any such Confidential Information (as applicable) to any third party other than its employees, contractors, agents, and then only on an as-needed basis and subject to confidentiality restrictions no less protective than those set forth in this Agreement. Cyferd shall be entitled to use Customer's Confidential Information for the purposes of exercising or performing its rights and obligations under or in connection with this Agreement. Further, Customer recognizes that Cyferd regards certain information relating to the Cyferd Product (including information relating to any Tenancy(ies), Features, Cyferd Apps and other Relevant Items) and/or to any of Cyferd's other products or services 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 such information or any other Confidential Information of Cyferd to any person other than as expressly permitted by this Agreement, without the prior written consent of Cyferd. For the avoidance of doubt, Cyferd's Confidential Information includes: (i) the Documentation and any other technical or operational specifications or data relating to the Cyferd Product; and (ii) Cyferd's Intellectual Property Rights.

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 this Agreement 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 represents and warrants: (i) that it will provide the Services in a professional and workmanlike manner and in accordance with the applicable Documentation; (ii) it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement; and (iii) the Services and the Cyferd Product: (A) comply with all applicable laws in all material respects; (B) are and will be free from malware, spyware, Malicious Code, and other harmful components (other than those introduced by Customer or any of its Authorized Users or any other Cyferd customer or its '*Authorized Users*'); and (C) conform with this Agreement, the applicable Documentation, and all applicable specifications and other applicable criteria set forth therein. The warranties in the preceding sentence of this [Section 6.1](#) do not apply to: (i) use of the Cyferd Product for the purposes of a POC Trial; (ii) Non-Cyferd Products/Services; (iii) any Apps; (iv) any Professional Services (whether or not provided in connection with a Purchased Item); or (v) any other Relevant Matter. Customer acknowledges and

agrees that: (i) the Cyferd Product may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Cyferd or by third-party providers, or because of other causes beyond Cyferd's reasonable control; and (ii) (under this Agreement) Cyferd does not provide any support for and is not obliged to maintain Apps. Cyferd is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Cyferd Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Without limiting the foregoing, Cyferd makes no representation or warranty or covenant as to the validity or enforceability of Cyferd's Intellectual Property Rights and/or all other Intellectual Property Rights embodied within Relevant Items (or any of them or any part of them), nor as to whether the same infringe upon, misappropriate, and/or violate any Intellectual Property Rights of third-parties. In the event of any material non-compliance by the applicable Purchased Item with the foregoing which is caused by Cyferd's failure to perform any 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 having regard to Section 3.

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 this Agreement (and each applicable Order Form and any other applicable document that forms part of and/or is supplemental to this Agreement as the Parties may execute from time to time) and perform its obligations herein (and therein); (ii) this Agreement (and each such other document) has 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) this Agreement (and each such other document) does 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 THIS AGREEMENT, THE CYFERD PRODUCT, ON-PREM COMPONENTS, SERVICES, AND EACH OTHER PURCHASED ITEM IS 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 THIS AGREEMENT, CYFERD DOES NOT WARRANT THE ACCURACY OF THE CYFERD PRODUCT, OR THAT THE OPERATION OF THE CYFERD PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT CYFERD WILL CORRECT ALL DEFECTS. FURTHER, THE PARTIES 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 CYFERD PRODUCT UNDER THIS AGREEMENT. FURTHER, THE CYFERD PRODUCT RELIES 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 CYFERD PRODUCT. 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 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 THIS AGREEMENT AND THE TRANSACTIONS CONDUCTED HEREUNDER, 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 THIS AGREEMENT. IN NO EVENT SHALL CYFERD'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNT OF FEES (EXCLUDING APP USAGE FEES FOR THIS PURPOSE) CUSTOMER ACTUALLY PAID TO CYFERD AND/OR THE CYFERD PARTNER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THIS AGREEMENT WILL LIMIT: (I) CUSTOMER'S LIABILITY FOR PAYMENT OF FEES OR DAMAGES ARISING FROM INDEMNIFICATION OBLIGATIONS; (II) LIABILITY FOR DEATH OR PERSONAL INJURY; (III) LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (IV) CUSTOMER'S LIABILITY FOR MISUSE OF THE CYFERD PRODUCT AND/OR PURCHASED ITEMS (INCLUDING ANY PART THEREOF); (V) CUSTOMER'S LIABILITY FOR ANY INFRINGEMENT OF OR OTHER BREACH IN CONNECTION WITH CYFERD'S INTELLECTUAL PROPERTY RIGHTS/ THE RELEVANT ITEMS; (VI) LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (VII) ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

7.2 Insurance. Each Party shall maintain, at its own expense, during the term of this Agreement 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, or any use of Customer Data with the Cyferd Product in accordance with this Agreement, infringes, violates, and/or misappropriates such third party's Intellectual Property Rights or privacy rights; (ii) based on Customer's or any of its Authorized User's: (A) negligence, misconduct, or breach of this Agreement or the Documentation; (B) use of the Cyferd Product, any other Purchased Item or the Documentation in a manner not authorized by this Agreement; (C) use of the Cyferd Product in combination with data, software, hardware, equipment or technology not provided by Cyferd or authorized by Cyferd in writing or not otherwise necessary to use the Cyferd Product; or (D) modifications to the Cyferd Product not made by Cyferd or not authorized by Cyferd in writing (but solely to the extent such liability arises from the applicable combination or modification); and/or (iii) arising from a Relevant 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 the Cyferd Product or On-Prem Components when used in accordance with the terms of this Agreement and the applicable Order Form, infringes or misappropriates such third party's 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: (i) Customer's or any of its Authorized User's use or combination of the Cyferd Product or On-Prem Components with any third-party Intellectual Property Rights not expressly authorized by Cyferd in writing or the applicable Documentation; (ii) any modification or alteration of the Cyferd Product or On-Prem Components by Customer or its Authorized Users not expressly authorized by Cyferd in writing or the Documentation; (iii) Customer's or any of its Authorized User's use of the Cyferd Product or On-Prem Components in breach of this Agreement or the Documentation; (iv) specifications or other Intellectual Property Rights provided by Customer; (v) Customer's failure to implement Cyferd Product Updates, modifications, or replacements issued by Cyferd; (vi) any Non-Cyferd Materials; (vii) any Non-Cyferd Apps; (viii) any Non-Cyferd Products/Services; (ix) a POC Trial; or (x) any Open Source Software ((i)-(x), collectively, the "**Relevant Matters**"). If a Claim under this Section 8.2 occurs, or if Cyferd determines a Claim is likely to occur, Cyferd will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Cyferd Product free of the infringement claim and otherwise in a non-infringing, non-violative and non-misappropriating manner; or (ii) make a Cyferd Product Update to make them 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 this Agreement and impacted Order Form(s) and provide a prorated refund for any prepaid Fees for the unusable portion of the Cyferd Product for the remainder of the applicable Order Term. This Section 8.2 sets forth Customer's sole remedy and Cyferd's sole liability and obligation for any actual, threatened, or alleged Claim(s) that the Cyferd Product or On-Prem Components 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. This Agreement shall become effective on the Effective Date and shall remain effective until terminated in accordance with this Section 9 (the "**Term**"). Each Order Form shall become effective on the Commencement Date for that Order and shall remain effective for the term set forth therein (the "**Initial Order Term**"). Each Order Form shall extend automatically for successive one year terms in accordance with the Order Form (each successive term, an "**Extension Order Term**", and collectively with the Initial Order Term, the "**Order Term**"), unless either Party provides the other Party with written notice of nonrenewal of the Order in question at least ninety (90) days' prior to the expiration of the Initial Order Term or the then-current Extension Order Term; provided, however, that Customer acknowledges and agrees that Fees are subject to change for each Extension Order Form. For the avoidance of doubt, Customer shall not be entitled to use any Purchased Item during any period where it does not have a subsisting and in effect Order for a Production Tenancy. This Agreement may be terminated for any reason upon written notice by any Party at such time as no Order Form is subsisting and in effect hereunder. Termination of an Order Form shall not affect this Agreement.

9.2 Termination by Cyferd. In the event that Customer: (i) has materially breached any provision of this Agreement (including Customer's and/or the applicable Cyferd Partner's obligation to pay Fees and/or any other amount due under or in connection with this Agreement to Cyferd when due) and failed to cure such breach (if capable of cure) within thirty (30) 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 Section 9.2(ii) in any jurisdiction); or (iii) attempts to assign this Agreement without Cyferd consent in accordance with Section 10.9; or (iv) undergoes a change of Control, then Cyferd, in addition and supplementary to any other rights and remedies that may be available to Cyferd, will be entitled to terminate this Agreement, such Order Form or all Order Forms (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 this Agreement and/or any Order Form under this Section 9.2, 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: (i) has materially breached any provision of this Agreement and failed to cure such breach (if capable of cure) within thirty (30) days following receipt of written notice thereof by Customer; 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 Section 9.3(ii) in any jurisdiction); then Customer, in addition and supplementary to any other rights and remedies that may be available to Customer, will be entitled to terminate this Agreement, such Order Form or all Order Forms (as its sole discretion) by providing written notice of such termination to Customer. The right to terminate under Section 9.3(ii) shall not apply where Cyferd is solvent 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 this Agreement and/or any Order Form (including for a POC Trial), Customer shall immediately discontinue all use of the Documentation and Cyferd Product or (if such termination relates to an Order Form in circumstances where other Order Form(s) will continue and remain in effect) the Purchased Item in question. Customer shall confirm in writing within 14 (fourteen) days of such date that any and all copies of the Documentation (or any of it) and any other Cyferd Materials, and all other Cyferd 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 for the remaining Order Term of each Order Form; (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. Unless otherwise set out in the applicable Order Form or subsequently agreed by the Parties in writing, Customer shall be solely responsible for retrieving all applicable Customer Data from the Cyferd

Product at its sole cost and expense. Customer acknowledges and agrees that Cyferd shall and irrevocably instructs Cyferd to, within forty-five (45) days of the date of expiration or earlier termination of this Agreement or an Order Form (as the case may be), dispose of and/or destroy all Customer Data in Cyferd's possession or control in relation to: (i) (where this Agreement is terminated) Customer's access to and use of the Cyferd Product and all of its then Tenancy(ies) and all then other Purchased Item(s); or (ii) (where an Order Form is terminated) the Purchased Item(s) being the subject matter of that Order Form. Cyferd will have no obligation to maintain or provide access to the applicable Customer Data after such forty-five (45) day period has expired. Notwithstanding anything herein to the contrary, all terms logically construed to survive the Term of this Agreement shall survive, including, without limitation, all provisions regarding Fees, Cyferd Policies, confidentiality, indemnification, and liability (including, without limitation, Sections 2.3, 3.3, 4, 5, 6, 7, 8, this Section 9.4 and Section 10).

## 10. **Miscellaneous.**

10.1 **Entire Agreement.** Without limiting anything else herein or in any Order Form (including, without limitation, any Order Form entered into with a Cyferd Partner), this Agreement includes: (i) the Cyferd Policies (located at <https://cyferd.com/legal/>) including the [Acceptable Use Policy](#), the [Annual Pricing Policy](#), the [App Usage Fees Policy](#), the [Data Protection Agreement](#) and the [Developer License Policy](#), each as amended from time to time; and (ii) any other applicable document that forms part of/is supplemental to this Agreement from time to time. Each and every Cyferd Policy and each Order Form(s) entered into hereunder (including, without limitation, each such Cyferd Partner Order Form) and any such other applicable document forms part of this Agreement and references in this Agreement to "**this Agreement**" shall be deemed to also be a reference to such documents unless the context otherwise requires.

By entering into this Agreement, Customer also expressly accepts the terms of the Cyferd Policies and such other applicable documents. This Agreement (including the Cyferd Policies and each Order Form entered into hereunder and each such other applicable document) shall supersede all prior agreements, communications, representations and understandings, either oral or written, between the Parties 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. Nothing in this Agreement shall limit or exclude any liability for fraud.

In the case of an Order Form entered into with a Cyferd Partner or an order form (which could be entered into with Cyferd alone or with a Cyferd Partner) which is only an Order Form in part because it contains other products and services (such as Professional Services) then, for clarity, if and to the extent that there is a conflict between (for the one part) the terms of this Agreement/ the other terms of this Agreement (including any Cyferd Policy or other applicable document that forms part of/is supplemental to this Agreement from time to time) (as applicable) and either (for the other part): (i) any part of such Order Form entered into with such Cyferd Partner which is not intended to or permitted to conflict with such other parts of this Agreement; and/or (ii) the parts of any such order form which do not form part of this Agreement or the Order Form, then the terms of this Agreement/ the other terms of this Agreement (including any Cyferd Policy or other applicable document that forms part of/is supplemental to this Agreement from time to time) (as applicable) shall prevail. Cyferd (at its sole discretion) shall determine what if anything amounts to a conflict for the purposes of this paragraph of this Section 10.1. Save in respect of manifest error, Cyferd's determination shall be final and binding on Customer (and where applicable the Cyferd Partner in question)

10.2 **Variation.** Customer acknowledges that Cyferd may amend this Agreement (including any Cyferd Policy and/or any other applicable document that forms part of/is supplemental to this Agreement from time to time) by notifying Customer of such amendment (each an "**Update**"), by email (together with a copy of the Update or a link to a copy of the update) or by any other means which Cyferd elects ("**Update Notification**") and the remaining parts of this Section 10.2 shall apply in respect of any Update. Where an Update contains (in Cyferd's reasonable opinion) material changes the Update Notification must give at least twenty (20) days' notice of the proposed Update. A document being the subject matter of an Update Notification shall replace the preceding version of the same document for the purposes of and form part of this Agreement with effect from: (i) (where not intended to apply during the then current applicable Order Term) the next renewal of the applicable Order Term and will automatically apply as of the renewal date unless the Customer elects not to renew (and gives notice to terminate the Order in question); (ii) (where intended to apply during the then current applicable Order Term but subject to Section 10.2 (iii) that follows this Section 10.2 (ii)) either: (A) the date falling thirty (30) days' after the date of the Update Notification in respect of the same or at such later date as Cyferd may specify; or, (B) if earlier, the date the Customer accepts the same; or (iii) (where intended to apply during the then current applicable Order Term and the same is not this '*Master Services Agreement*' or the [Data Protection Agreement](#) and the Update in question does not in Cyferd's reasonable opinion contain material changes) the 'last updated' or 'effective' or similar date specified in such updated document. Where an Update contains (in Cyferd's reasonable opinion) material changes and Customer does not agree to or accept the Update in question then Customer may terminate the Order in question on no less than ten (10) days prior written notice to Cyferd provided it exercises such right prior to such Update taking effect. Customer agrees to be bound by an Update when it takes effect. For the

purposes of this Section 10.2: (i) “**Customer accepts**” means: (A) (where the Update in question does in Cyferd’s reasonable opinion contain material changes) continuing to use the Cyferd Product after such Update taking effect; or (B) (where the Update in question does not in Cyferd’s reasonable opinion contain material changes) continuing to use the Cyferd Product after such Update Notification; or (C) Customer positively accepting that Update by: (1) clicking or checking a box indicating acceptance (online or digital version of the same); or (2) acknowledging or confirming or indicating acceptance in writing (including by email); and (ii) “**material changes**” means including changes that: increase pricing or accelerate payment terms for Customer (other than where that change does not take effect for the Customer during the then Order Term), limit or reduce any key or significant obligations and liabilities on Cyferd under this Agreement, and/or increase or impose any key or significant obligations and liabilities on Customer under this Agreement. Notwithstanding the foregoing: (i) an Order Form can only be amended with the written agreement of the Parties; (ii) any document forming part of this Agreement can also be amended with the written agreement of the Parties; and (iii) Documentation (which does not form part of this Agreement) can be amended or updated at any time by Cyferd. For clarity, neither a Cyferd Product Update nor the subject matter of Section 2.7 does not constitute an amendment of this Agreement for the purposes of this Section 10.2. **This Agreement was last Updated in accordance with this Section 10.2 on 19 December 2025.**

10.3 Notices. All notices, requests, demands, claims, and other communications hereunder 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 10.3. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (i) the date of actual receipt; (ii) if mailed, three (3) days after the date of postmark; (iii) if delivered by overnight courier, the next Business Day the overnight courier regularly makes deliveries; (iv) if delivered by facsimile, receipt of automatically-generated confirmation of facsimile transmission; or (v) if sent by email, at the time of transmission. In the case of Section 10.3(v), to prove service it is sufficient to prove that the email was sent to the correct email address and that the sender has not received any automatic response(s) confirming delivery has not been made or was not successful in respect of that particular email. 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 or email 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 applicable Order Form (as updated from time to time pursuant to this Section 10.3). Notices for Cyferd should be sent to: Cyferd Inc., **marked for the attention of Legal Department, address** 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, United States of America and/or **email address** [legal.department@cyferd.com](mailto:legal.department@cyferd.com) (as updated from time to time pursuant to this Section 10.3).

10.4 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. Cyferd shall notify Customer of the event within at least (10) Business Days of discovery of the event. If a Force Majeure event occurs, Cyferd shall use commercially reasonable efforts to mitigate the impact of such Force Majeure event. If the delays caused by the Force Majeure event are not cured within sixty (60) days of the Force Majeure event, then Customer may terminate this Agreement upon written notice to Cyferd.

10.5 Waiver; Severability. No waiver by Cyferd of any breach or default hereunder by the Customer 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 this Agreement (other than a provision which goes to the essence of the consideration for this Agreement) is declared invalid, unenforceable or void, to any extent, by a court of competent jurisdiction, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.6 Injunctive Relief. In the event of the breach or a threatened breach by Customer of any of the provisions of this Agreement, 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).

10.7 Governing Law. This Agreement (including all Order Form(s), the Cyferd Policies and each of the other documents that comprise it) 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 this

Agreement, 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.

10.8 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 Cyferd Product. 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.

10.9 Assignment. Customer may not assign, transfer, delegate, and/or novate any of its rights or delegate any of its obligations hereunder or under any Order Form, 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. This Agreement and each Order Form may be 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. This Agreement shall be binding upon and enure for the benefit of Cyferd and Customer and any permitted successors or assigns.

10.10 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 engage subcontractors to assist with its performance hereunder.

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

10.12 Interpretation. The following provisions of this Section 10.12 apply in this this Agreement. The headings preceding the text of the Sections of this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction. 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. Any words that follow "include", "includes", "including", "in particular", "for example" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words. Any reference to an item or product (e.g., the Cyferd Product or On-Prem Components) shall be deemed to also be a reference to its components or constituent parts. Any reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended in accordance with its terms from time to time. Unless the context otherwise requires: (i) a reference to a gender includes each other gender and gender-neutral forms; (ii) words in the singular include the plural and vice versa; (iii) references to Sections mean Sections of this Agreement; and (iv) reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done. References to any American legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than Delaware, United States of America be deemed to include what most approximates in that jurisdiction to the American legal or accounting term concerned. This Agreement has 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 this Agreement shall be in the English language.

10.13 Counterparts. Each Order Form may be signed in counterparts, including via PDF, electronic signature, or other electronic reproduction, and any such counterpart will be valid and effective for all purposes.