

TUSKIRA™ TERMS OF SERVICE

Version 1.0

Subject to the terms and conditions of these Terms of Service and your Order (together, this “**Agreement**”), we at Tuskira, Inc., a Delaware corporation (“**we**” or “**Tuskira**”), provide subscriptions to our Tuskira™ cybersecurity platform (the “**Software**”) and the Services described in further detail below. “**You**” and “**your**” as used throughout this Agreement refers to the party (other than us) entering into this Agreement to obtain a subscription to the Software and our Services. Other capitalized terms that are used as defined terms but not defined in context have the meanings given to such terms in Section 15 below.

1. Acceptance. By executing an Order with us or with our authorized reseller, OEM or other channel partner (a “**Reseller**”), you also accept these Terms of Service and agree you are legally bound by their terms. The individual executing the Order (or otherwise registering to use our Software and Services) on your behalf represents and warrants to us that such individual is fully and duly authorized to agree to be bound by this Agreement on your behalf. If you do not agree to this Agreement, then do not execute an Order with us or otherwise access or use any Software or Services.

2. Right to Access and Restrictions.

a. Software Authorization. Subject to and conditioned upon your, your Affiliates’ and your Authorized Users’ compliance in full with this Agreement, we authorize you and your Affiliates, during the Term, and on a non-exclusive and non-transferable (except as described in Section 14.e) basis, to access and use the Software, in each case provided that such access and use is (i) by and through your Authorized Users only, (ii) solely as (and in the form) in which we have provided the Software, (iii) solely for the Permitted Use, and (iv) strictly in accordance with this Agreement and the Documentation. This authorization permits you and your Affiliates to access and use the Software only remotely (on a “software as a service” basis), over the Internet and through a web-based user interface that we have provided for this purpose. This authorization also permits you and your Affiliates to access and use the Documentation during the Term in support of your permitted uses of the Software. For the avoidance of doubt, nothing in this Agreement grants you, any Affiliates or any Authorized Users any right, license or authorization to at any time access or use any source code associated with the Software.

b. Limitations and Restrictions. You must use commercially reasonable efforts to prevent unauthorized access to or use of the Software. You must not, and you must not permit any other person or entity to, access or use the Software except as we’ve specifically allowed in this Agreement. Without limiting the generality of the preceding sentence, except as we’ve specifically allowed in this Agreement, you, your Affiliates and your Authorized Users must not do any of the following:

i. copy, modify, adapt, translate or create derivative works or improvements of the Software or any portion thereof;

ii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software to any other person or entity for any reason, including by making the Software available through any time-sharing, service bureau or software as a service arrangement;

iii. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access to or discover the source code of the Software or the underlying structure, ideas, know-how, models, algorithms or methodology relevant to the Software;

iv. input, upload, transmit or otherwise provide to or through the Software any information or materials that are unlawful or that contain, transmit or activate any Harmful Code;

v. bypass, breach or disable any security device, copy control, digital rights management tool or other protection used by the Software;

vi. share an Authorized User's access credentials with any person or permit use of an Authorized User's access credentials by any person, other than the Authorized User with whom the access credentials are associated;

vii. access or use the Software in any manner that exceeds any volume or usage limitations set forth in your Order without paying any corresponding increased Fees;

viii. attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner (A) the Software, (B) the server on which the Software is stored, (C) any server, computer or database connected to the Software, or (D) our ability to provide services to any other person or entity;

ix. access or use the Software in any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable law or regulation;

x. access or use the Software for purposes of (A) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Software, or (B) disclosing to Tuskira's competitors, for any purpose, otherwise non-public information about the Software;

xi. use the Software for a High Risk Use as described in Section 2.d below; or

xii. knowingly aid or assist any Affiliate, Authorized User or other person or entity in taking any of the actions prohibited by this Section 2.b.

c. Responsibility for Affiliates and Authorized Users. You will ensure your Affiliates' and Authorized Users' compliance with this Agreement and be responsible and liable to us for any act or omission of an Affiliate or Authorized User (or any other employee or agent under your control or direction or acting on your behalf) that would be a breach or violation of this Agreement had you performed the act or omission yourself.

d. High Risk Uses. The Software is not designed or intended to be used for: (i) profiling or conducting "social scoring" of individuals, for purposes of targeted or behavioral advertising or otherwise; (ii) decision making that determines (in whole or in substantial part) the access to, the provision or denial of, or the cost or terms of financial or lending services, housing, insurance, education enrollment or opportunity, criminal justice, immigration status, employment or independent contracting opportunities or compensation, healthcare services, legal services or other essential goods or services; (iii) profiling, observing or tracking individuals in a public or workplace setting or educational environment; (iv) generating "deepfakes," (v) safety components of consumer products or

critical infrastructure; (vi) facial recognition or other biometric identification; (vii) categorizing or evaluating individuals along the lines of protected class or sensitive attributes such as race, ethnicity, political opinions, trade union membership or sexual orientation; or (viii) any other use or purpose defined or categorized as “prohibited” or “high risk” by laws, rules, regulations or industry standards applicable to the provision of artificial intelligence systems (collectively “**High Risk Uses**”). Therefore, the Software may not provide adequate or legally-required safeguards, consumer rights mechanisms, disclosures, measures, transparency or other protections as may be required in connection with the use of artificial intelligence systems for such High Risk Uses. Tuskira does not make (and hereby disclaims) any representation, warranty, guarantee, indemnity or other commitment in regards to the legality, validity, suitability or appropriateness of using the Software for any such High Risk Uses. Tuskira will have no responsibility or liability (to you, your Affiliates, your Authorized Users or to any other person or entity), and you will solely and exclusively bear any and all responsibility and/or liability (and you assume all risk), in any way relating to the use of the Software for or in connection with any High Risk Uses.

3. Our Services.

a. Services – Generally. Subject to and conditioned upon your, your Affiliates’ and your Authorized Users’ compliance in full with this Agreement, we will provide to you the following services (the “**Services**”) during the Term: (i) the hosting, management and back-end operation of the Software to make the same available for access and use by you, your Affiliates and your Authorized Users in accordance with the authorizations granted above; (ii) the Support Services described in Section 4.a below; (iii) the Onboarding Services described in Section 5 below; and (iv) any other Services we expressly agree to provide in your Order.

b. Changes to the Software. We may make any changes to the Software (including, without limitation, the design, look and feel, functionality, content, material, information and/or services provided via the Software) that we deem necessary or useful to improve the Software or for any other reason, from time to time in our discretion. Such changes may include upgrades, bug fixes, patches, error corrections, modifications, enhancements, improvements and/or new features (collectively, “**Updates**”). All Updates shall be deemed a part of the Software governed by all the provisions of this Agreement pertaining thereto.

c. Subcontractors. You understand and agree that we may, in our discretion, engage subcontractors to aid us in providing the Software and Services under this Agreement. For example, we may use Amazon Web Services, Microsoft Azure, Google Cloud Platform and/or such other reputable hosting provider that implements and maintains commercially reasonable security programs, policies, procedures, controls and technologies (the “**Hosting Services Provider**”) for cloud-based infrastructure and hosting and storage services for the Software, and such Hosting Services Provider will host and store certain portions of Your Data that is processed through the Software. You hereby specifically approve and consent to our use of a Hosting Services Provider in the manner described. Notwithstanding anything to the contrary in this Agreement, you agree that we cannot guarantee or ensure the performance of any Hosting Services Provider to the terms of this Agreement, and remediation of a breach by a Hosting Services Provider is limited to the remedies specified in the Hosting Services Provider’s standard service agreement.

d. Suspension of Services or Access. We may suspend performance of the Services and/or suspend or deny access to or use of all or any part of the Software to one or more of your Authorized Users, without any liability to you or others, if (i) we’re required to do so by law or court

order; (ii) we determine it is necessary to do so to mitigate a material security risk or threat to the Software or the systems, networks or servers used to host the Software; or (iii) you have, your Affiliate has or your Authorized User (or any other employee or agent under your control or direction or acting on your behalf) has (A) accessed or used our Services or the Software in violation of this Agreement, (B) been involved in any fraudulent or unlawful activities relating to or in connection with our Services or the Software, or (C) otherwise failed to comply with this Agreement and have failed to cure such breach within fifteen (15) days after we provide written notice to you. Unless we have exercised our right to terminate this Agreement pursuant to Section 10.b, we will promptly resume performance of our Services and restore access to the Software as soon as the applicable legal requirement or court order is lifted, the applicable security risk or threat is resolved, or the applicable breach or violation is cured. Our rights under this Section are in addition to, and not in lieu of, our termination rights in Section 10.b and all other rights or remedies under this Agreement, at law or in equity.

e. Third-Party Systems. We may enable integrations between the Software and your own or certain third-party software or systems that you wish to use in conjunction with the Software (collectively, “**Third-Party Systems**”) to enable the communication of data between the Software and such Third-Party Systems. As between you and us, unless otherwise agreed by Tuskira in writing: (i) you will be solely responsible for obtaining (at your sole cost and expense) the appropriate licenses to and accounts on the Third-Party Systems that are necessary to enable such integrations using application programming interfaces or other similar connectors, and (ii) you will be responsible for verifying whether (and you hereby represent and warrant to us that) the establishment and on-going operation of any integrations between the Software and the Third-Party Systems as contemplated by this Agreement and your Order are and will be in compliance with the terms and conditions of the applicable license agreements for the Third-Party Systems and in compliance with applicable laws, rules and regulations. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY SUCH INTEGRATIONS ARE PROVIDED TO YOU “AS IS,” “AS AVAILABLE” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Notwithstanding anything to the contrary in this Agreement, we do not make any, and we hereby disclaim any and all, representations or warranties with respect to the Third-Party Systems, including (but not limited to) any representations or warranties as to the quality, accuracy, availability, operation or performance of the Third-Party Systems or as to the capabilities, features or functionality, suitability, legality or appropriateness of such Third-Party Systems for use in your business or for use in connection with the Software, and you acknowledge and agree that we will not be liable to you or any other person or entity for losses, damages, costs or expenses of any kind or nature to the extent resulting from any failure, interruption, delay, error, breach (including breach of security) or other problem of or caused by any Third-Party Systems.

4. Support Services.

a. Support Services. Subject to and conditioned upon your, your Affiliates’ and your Authorized Users’ compliance in full with this Agreement, during the Term we will provide customer support services (“**Support Services**”) to you, your Affiliates and your Authorized Users via e-mail, CRM platform (e.g., Hubspot) and any other support services channels made available to you by us from time to time during our Standard Support Hours. Support Services include the following:

i. access to knowledge base content, FAQs, training videos and community forums hosted and made available generally to customers by us from time to time through our website or otherwise;

ii. technical and operational assistance for the use of the Software, including responses to general, short-duration questions about the documented features and functionality of the Software and usage thereof, management of user accounts for Authorized Users, assistance with interpretation and use of the Documentation, and assistance with interpretation of error or warning messages appearing in dashboards or alerts, in each case to the extent such inquiries and requests cannot be resolved by the User Contact as described in Section 4.b below;

iii. reasonable attempts to respond (with good faith efforts to provide an initial response to most problems within four (4) hours during Standard Support Hours) and reasonable attempts to resolve (within a commercially reasonable amount of time) any Availability failure (where applicable) or other reproducible failure of the Software to perform in accordance with the Documentation (each, an “**Error**”); and

iv. good faith efforts to periodically provide to you all Updates to the Software that we make generally available to all of our customers free of additional charge.

However, Support Services do not include (1) support for software or hardware that is not part of the Software (including support for any Third-Party Systems or any part of your equipment, products or technology infrastructure), (2) on-site dispatch of our personnel, (3) formal, comprehensive training of Authorized Users on use of the Software, (4) on-site or remote support to configure or customize the Software for you, or (5) performance of any other professional, implementation, configuration, consulting or advisory services (provided that items (3) through (5) may be separately provided Services to the extent expressly agreed to in your Order). You must provide all information and assistance that we reasonably request in connection with providing such Support Services. We reserve the right to charge you at an hourly rate (on a time-and-materials basis) for support services provided (x) outside of our normal support hours, or (y) in connection with a request we reasonably determine is outside the scope of the Support Services described above.

b. User Contact for First-Tier Support. You will identify a system administrator or other employee (the “**User Contact**”) trained in use of the Software who will provide first-tier technical support to your Authorized Users. First-tier technical support involves assisting Authorized Users with help concerning Software usage, understanding Software functionality and verifying Software Errors reported by Authorization Users.

c. Software Availability.

i. Subject to and conditioned upon your, your Affiliates’ and your Authorized Users’ compliance in full with this Agreement, during the Term we will make the Software Available for access and use by you, your Affiliates and your Authorized Users over the Internet, 24 hours a day, seven days a week, with ninety-nine percent (99.0%) Availability (calculated on a minutes-per-month basis), excluding un-Availability as a result of any of the Exceptions described below (the “**Availability Requirement**”).

ii. For purposes of this Agreement, the Software is “**Available**” if you are able to log in to the Software and access Your Data. For purposes of calculating the Availability Requirement, the following are “**Exceptions**,” and the Software will not be considered un-Available in connection with any failure to meet the Availability Requirement or impaired ability of you, your Affiliates or your Authorized Users to access or use the Software that is due, in whole or in part, to: (A) access to or use of the Software not in accordance with this Agreement and the Documentation; (B) your, your

Affiliate's or your Authorized User's Internet connectivity; (C) any Force Majeure Event; (D) any failure, interruption, outage or other problem with any software, hardware, system, network, or other technology infrastructure that was not provided by us or that is not part of our systems (including, for the avoidance of doubt, any failure, interruption, outage or other problem with the Hosting Services Provider or any Third-Party Systems); (E) scheduled downtime for routine maintenance of the Software; or (F) periods of time in which the parties have mutually agreed that unavailability is necessary (such as time for implementation of changes in the Software requested by you).

iii. If we fail to meet the Availability Requirement described above, we (or, where applicable, our Reseller) will credit you in accordance with the table below, to be applied against the next payment due from you or refunded if outstanding upon termination or expiration of this Agreement; provided that the amount of such credit accumulating in any month shall not exceed one twelfth (1/12th) of the amount of the then-current annual software subscription fee under your Order; provided, further, that you have submitted to us a written request for credit within ninety (90) days of the end of the calendar month in which the Availability failure occurred.

Service Credit Schedule	
Monthly Availability Percentage	Credit Percentage
Less than 99.0% but equal to or greater than 98.5%	10%
Less than 98.5% but equal to or greater than 98.0%	25%
Less than 98.0% but equal to or greater than 95.0%	50%
Less than 95%	100%

For clarity, the above-described service credits are calculated as a percentage of the monthly charges (e.g., 1/12th of the annual software subscription fee) that Customer paid for the Software for the month in which the Availability Requirement was not met. In the event that the maximum credit is reached in any two (2) consecutive months, you may terminate this Agreement upon written notice to us given within ninety (90) days of the end of the calendar month in which the second such consecutive Availability failure occurred and receive a Refund of Fees (as defined below). THE REMEDIES SET FORTH IN THIS SECTION 4.c.iii ARE YOUR EXCLUSIVE REMEDIES, AND OUR SOLE OBLIGATION AND LIABILITY TO YOU, FOR ANY FAILURE TO MEET THE ABOVE-DESCRIBED AVAILABILITY REQUIREMENT OR OTHER INTERRUPTION OR UNAVAILABILITY OF THE SOFTWARE DURING THE TERM.

5. Onboarding Services.

a. Our Obligations. Subject to and conditioned upon your, your Affiliates' and your Authorized Users' compliance in full with this Agreement, we will perform reasonable on-boarding, configuration and implementation services ("**Onboarding Services**") in connection with making the Software accessible to you, your Affiliates and your Authorized Users, including assigning all security access, passwords and user IDs necessary to access and use the Software, and any other Onboarding Services that are mutually agreed upon by you and us and described in your Order.

b. Your Responsibilities. In connection with our performance of the Onboarding Services, you will: (i) reasonably cooperate with us in all matters relating to the performance of the Onboarding Services; (ii) in a timely manner, provide all of Your Data reasonably necessary for us to complete such Services; (iii) respond promptly to our requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for us to perform such Services in accordance with the Order; and (iv) perform those additional tasks and assume those additional responsibilities specified in the Order. You accept and agree that our performance is dependent on your timely and effective satisfaction of the foregoing responsibilities.

6. Confidentiality.

a. General. In connection with receiving or providing the Software and Services during the Term, each party (each, a “**Discloser**”) may disclose to the other party (the “**Recipient**”) the Discloser’s proprietary or confidential information (collectively, “**Confidential Information**”). During the Term and thereafter the Recipient will not without the Discloser’s written consent disclose Discloser’s Confidential Information to any third party (other than our subcontractors as permitted in Section 3.c above) nor use the Discloser’s Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. All non-public information related to the Software and the features, functionality and performance thereof are all our Confidential Information, Your Data is your Confidential Information, and the terms of this Agreement and your Order are the Confidential Information of both of us.

b. Exceptions. These restrictions will not restrict the use or disclosure of information disclosed by one party to the other that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient or its employees or agents, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, or (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser. Additionally, Recipient may disclose Discloser’s Confidential Information to the extent it is legally compelled to do so pursuant to applicable law or the valid order of a court or governmental agency, provided that Recipient must first give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure.

7. Data Security and Privacy.

a. Security Program. We will implement, maintain and adhere to a written data security program (including policies, procedures and risk assessments appropriate to the nature of Your Data processed by us) with commercially reasonable administrative, technical, and physical measures designed to protect against Security Incidents. We will review and, as appropriate, revise our data security program at least annually. We will maintain a current, up-to-date, annual SOC 2, Type 2 audit report and provide to you a copy of such audit report promptly following your written request (such audit report being our Confidential Information under this Agreement). Additionally, upon your written request, we will arrange for you to receive a copy of the most recent SOC 2, Type 2 audit report for the Hosting Services Provider network we use to provide the Software under this Agreement.

b. Harmful Code. We will maintain a commercially reasonable level of commercial anti-virus and Harmful Code protection for the Software and will otherwise maintain precautions to mitigate against Harmful Code consistent with generally accepted industry standards. However, you are

expected to have your own anti-virus and Harmful Code protection for your computers and networks connected to the Software.

c. Data Backup, Business Continuity and Disaster Recovery. We will maintain or cause to be maintained commercially reasonable disaster avoidance procedures designed to safeguard Your Data, our processing capability and the availability of the Software, in each case throughout the Term and at all times in connection with our actual or required performance of the Services hereunder. Without limiting the foregoing, we will conduct or have conducted daily backups of Your Data and perform or cause to be performed other periodic backups of Your Data and store such backup copies of Your Data in a commercially reasonable location and manner. Additionally, throughout the Term we will (i) maintain a commercially reasonable business continuity and disaster recovery plan relating to the Software and our performance of Services hereunder, (ii) regularly test, review and update such plan on at least an annual basis using generally-accepted industry standard practices as guidance, and (iii) and implement such plan in the event of any unplanned interruption of the Software or Services.

d. Return or Destruction of Your Data. At any time during the Term or within thirty (30) days thereafter, at your written request, we will destroy or (at your election and expense) return all of Your Data in our possession and we will direct our subcontractors to do the same. Notwithstanding the foregoing, and only to the extent permitted by applicable laws, (i) we may retain one copy of Your Data as may be necessary or advisable in order to comply with any applicable laws, regulations, or for purposes of defending or maintaining any legal or arbitral proceeding relating to this Agreement, and (ii) we will not be required to delete (A) Your Data subject to a “litigation hold” during the hold period or (B) Your Data in back-up, archival or electronic storage that is maintained in accordance with our security, back-up or data retention policies; provided that any retained copies of Your Data will continue to be protected and maintained in accordance with our obligations under this Agreement.

e. Security Incident Procedures and Notification.

i. We will notify you in writing of any Security Incident without undue delay after becoming aware of the Security Incident. The notice will summarize in reasonable detail (to the extent known) the nature and scope of the Security Incident (including a description of any Personal Data affected) and the corrective action already taken or to be taken by us. The notice will be timely supplemented to the extent possible as reasonably requested by you.

ii. To the extent the Security Incident is a Tuskira-Caused Security/Privacy Incident, the following additional obligations will apply: Promptly following our notification to you, the parties will coordinate with each other as needed to investigate the Security Incident, and, without undue delay, we will deliver to you a root-cause assessment and future incident mitigation plan with regard to the Security Incident. We will use diligent efforts to contain and counteract the Security Incident in a timely manner and prevent a recurrence of any such Security Incident. We will maintain and preserve all documents, records and other data related to the Security Incident as required by applicable law and good industry practice. We will perform or take any other actions required of us to comply with Data Privacy Laws as a result of the Security Incident and reasonably cooperate with you in your efforts to do the same.

f. Data Privacy. We will store, use and otherwise process any of Your Data that constitutes “personal information,” “personal data” or “personally identifiable information” as defined in applicable laws (collectively “**Personal Data**”) in all material respects in accordance with all applicable laws relating to the privacy and protection of Personal Data (“**Data Privacy Laws**”),

including, in each case to the extent applicable, GDPR, CCPA and the Other State Laws (each as defined in the DPA). In furtherance of the foregoing, the Tuskira Data Processing Addendum available online at <http://www.tuskira.ai/data-processing-addendum> (the “**DPA**”) is incorporated into this Agreement by reference. We will store, use and otherwise process personal data (as defined in the DPA) in accordance with the DPA, and you and we each will otherwise comply with our respective obligations set forth in the DPA.

g. No Sensitive Data. You understand and accept that the Software and our other systems and networks are not designed or intended for the storage, processing or protection of Sensitive Data and may not provide adequate or legally required security or other protections for Sensitive Data. Therefore, notwithstanding anything to the contrary in this Agreement, we will have no responsibility or liability for or in any way related to any Sensitive Data that you, your Affiliate, your Authorized Users or any other employee, contractor or agent under your control or direction or acting on your behalf may voluntarily choose to input into the Software or otherwise provide to us in connection with the Services or our performance under this Agreement. For the purposes of this Agreement, “**Sensitive Data**” means the following: “protected health information” within the meaning of the Health Insurance Portability and Accountability Act or any other information concerning an individual’s health; credit card, debit card or other payment card information; financial account information of any kind; identity numbers issued by any government agency such as driver’s license number, Social Security number or passport number; an individual’s precise geolocation; an individual’s racial or ethnic origin, religious or philosophical beliefs or trade union membership; information concerning an individual’s sex life or sexual orientation; the contents of any individual’s mail, e-mail or text messages except where we are the intended recipient of the communication; criminal history or the results of background checks or drug screenings; passwords or other access credentials that would or could be used to access any personal accounts (other than passwords and/or access credentials used by Authorized Users to log in to and access the Software which shall not be excluded as a result of this provision); biometric information or genetic data; or information of or about any individual who is under the age of eighteen (18).

8. Fees and Payment.

a. Fees. You will pay to us (or, where applicable, our Reseller) the fees and charges described in your Order (the “**Fees**”) in accordance with the Order and this Section 8. In addition, unless otherwise specified in your Order, in each Renewal Term all Software subscription Fees may, in our (or, where applicable, our Reseller’s) discretion, be increased for the renewal term by up to the greater of (i) five percent (5%) above the Fees prevailing in the immediately prior Initial Term or Renewal Term (in addition to any increases in pricing corresponding to any changes in usage or other pricing parameters), or (ii) the change in CPI since the most recent Fee increase pursuant to this sentence—in each case provided that we notify you (or, where applicable, our Reseller notifies you) of the pending Fee increase at least sixty (60) days prior to the commencement of the upcoming renewal. For purposes of this Agreement, “**CPI**” means U.S. Consumer Price Index for Urban Consumers, All U.S. Cities Average, published by the Bureau of Labor Statistics of the Department of Labor. Except as otherwise expressly specified in the applicable Order, all Fees are earned immediately upon Term commencement or renewal and payable as a lump sum or in installments as indicated in your Order. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in your Order) all Fees once paid are non-refundable.

b. Taxes. Our Fees do not include taxes and similar assessments. We (or, where applicable, our Reseller) will pass along to you the cost of any VAT, sales and excise (and other similar) taxes, duties and charges of any kind imposed by a governmental authority on amounts payable under this Agreement, other than taxes imposed on our income, property or employees. If any such amounts are owed to a governmental authority, we (or, where applicable, our Reseller) will calculate the amount of the obligation and include this on your bill or invoice, and we (or, where applicable, our Reseller) will remit those amounts to the applicable authority. If you are exempt from such taxes, you must provide us (and, where applicable, our Reseller) with a true, up-to-date and complete copy of your direct pay permit or exemption certificate.

c. Payment. You will make all payments in U.S. dollars. Invoiced amounts are due thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying us (or, where applicable, our Reseller) of any changes to that information.

d. Late Payment. Overdue payments accrue interest at one point five percent (1.5%) monthly (or the maximum rate permissible by applicable law, if lower) starting from the due date. You will reimburse us for all reasonable costs of collecting past due amounts to the fullest extent permitted by applicable law, including but not limited to attorneys' fees, court costs, and third-party collection agency fees.

9. Ownership and Intellectual Property Rights.

a. Software. You acknowledge and agree that Tuskira owns all right, title and interest in and to the Software (for the avoidance of doubt excluding any of Your Data or Confidential Information), including all associated features, functionality, software, content, materials and services made available thereon by us, including the look and feel, ideas, algorithms, models, methods and concepts underlying or embedded in the foregoing, including all new versions, Updates, configurations, revisions, derivative works, improvements and modifications of any and all of the foregoing, and including all related intellectual property rights (collectively, the “**Tuskira IP**”). We are not granting you any right, license or authorization with respect to the Tuskira IP except as we've specifically provided in Section 2 above. We reserve all other rights in and to the Tuskira IP.

b. Your Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title and interest in and to all of Your Data, including all intellectual property rights relating to Your Data, subject to the rights you grant to us in this Section 9.b. You grant to us and our subcontractors all such rights and permissions in or relating to Your Data as are necessary to: (i) perform the Services and provide the Software during the Term, as described in this Agreement; and (ii) enforce this Agreement and exercise our rights and perform our obligations under this Agreement.

c. Publicity Rights. During the Term, you agree that we may, without separate written consent from you, include your name, trademarks and logos on our website and in other sales and marketing materials in order to factually identify you as a current customer.

d. Usage Data. We may collect diagnostic, metadata, telemetry, technical and other statistical information regarding your and your Authorized Users' use of and the performance of the Software and Services (“**Usage Data**”), such as data on what features and functions are being used by its users and to what extent and information about users' computers, systems and software used to access the Software. We may, during and after the Term, use Usage Data for monitoring, enhancing

and improving the Software and Services and, in aggregated and de-identified form only, for other business purposes.

10. Term and Termination.

a. Term; Renewal. The initial term of this Agreement commences on the first date you accept this Agreement in accordance with Section 1 above and continues for the period specified in your Order as the “Initial Term” (the “**Initial Term**”). Thereafter, unless otherwise specified in your Order, this Agreement will automatically renew for successive periods equal to the length of the “Renewal Term” specified in the Order (each, a “**Renewal Term**”), unless one party provides written notice to the other of its intent not to renew at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term. The Initial Term and each Renewal Term (if any) are referred to in this Agreement collectively as the “**Term**.”

b. Termination. In addition to any other termination rights described in this Agreement, this Agreement may be terminated prior to the end of the Term at any time by either party, effective when that party provides written notice to the other, if the other party materially breaches this Agreement and such breach (i) has remained uncured thirty (30) days after the non-breaching party provides the breaching party with written notice regarding such breach, (ii) is an intentional or willful breach of the covenants, conditions, limitations and restrictions in Section 2.b; or (iii) is the second (or higher ordinal) breach of the covenants, conditions, limitations and restrictions in Section 2.b.

c. Effect of Termination. If this Agreement is terminated or expires, then: (i) all rights, licenses and authorizations that we grant to you under this Agreement will immediately terminate; (ii) we may disable your, your Affiliates’ and your Authorized Users’ access to the Software; and (iii) we will retain Your Data (and permit you to export the same using a commonly-used, industry-standard format) for up to thirty (30) days following such expiration or termination and thereafter we will have no obligation to further retain any of Your Data.

d. Survival. Sections 6 (Confidentiality), 9 (Intellectual Property Rights), 10.c (Effect of Termination), 12 (Indemnification), 13 (Limitations of Liability), 14 (Miscellaneous), 15 (Definitions) and this Section 10.d will survive any expiration or termination of this Agreement. In addition, any other rights, such as a right to payment or to sue for breach, that have accrued prior to expiration or termination of this Agreement and that must survive such expiration or termination in order to be enforced, will survive any expiration or termination of this Agreement

11. Representations and Warranties.

a. By You Regarding Your Data. You represent and warrant that: (i) your, your Affiliates’ and your Authorized Users’ collection and use of all of Your Data (including your choice to upload and process Your Data to and through the Software and any Third-Party Systems you have elected to use with the Software as contemplated in this Agreement) and your Confidential Information is consistent with your own privacy policy and your license agreements and other agreements with third parties; (ii) you either own, or have all rights, permissions and consents that are necessary to store, use and process, and to permit us, our subcontractors, the Software and any Third-Party Systems you have elected to use with the Software to store, use and otherwise process as contemplated in this Agreement, all of Your Data and your Confidential Information; (iii) the access to and storage, use and other processing of Your Data and your Confidential Information (including all Personal Data included in Your Data and your Confidential Information) by us, our subcontractors and the providers of any

Third-Party Systems you have elected to use with the Software, as contemplated by this Agreement, does not and will not violate any applicable law, rule or regulation or infringe, misappropriate or otherwise violate any intellectual property right, privacy right or other right of any third party. You will defend us from and against any Claims brought by a third party, and you will indemnify and hold us harmless from any Losses incurred by us directly as a result of such third party Claims, in each case to the extent the same are based on allegations that you, your Affiliate or your Authorized Users or any other employee or agent under your control or direction or acting on your behalf have breached any representation or warranty in this Section 11.a.

b. By Us Regarding Our Services. We warrant that we will perform all Services in a professional and workmanlike manner, using adequate resources and appropriately qualified personnel, and consistent with generally accepted standards of quality in our industry. IF WE BREACH THIS WARRANTY, AS YOUR SOLE AND EXCLUSIVE REMEDY AND AS OUR ONLY OBLIGATION AND LIABILITY TO YOU, WE WILL PROMPTLY RE-PERFORM THE NON-CONFORMING SERVICES AT NO ADDITIONAL COST TO YOU.

c. By Us Regarding Our Software. We warrant that the Software will at all times during the Term substantially conform in all material respects to its Documentation and the written specifications expressly set forth by you and us in your Order. However, the warranty in this Section does not apply to any non-conformance resulting from: (x) use of the Software in a manner inconsistent with this Agreement or its Documentation, (y) the operation of or access to your, your Authorized User's or any third party's system or network, or (z) Your Data or any Third-Party Systems.

d. Remedy for Breach of Software Warranty. If we breach the warranty set forth in Section 11.c, we will, at our sole option and expense, take any of the following steps to remedy such breach: (i) modify, fix or correct the Software to remedy such non-conformity; (ii) replace the non-conforming portion of the Software, as applicable, with functionally equivalent software; or (iii) if the remedies in clauses (i) and (ii) are not feasible by commercially reasonable standards, terminate this Agreement and promptly refund (or, where applicable, cause Reseller to promptly refund) to you on a *pro rata* basis the share of any Software subscription fees prepaid by you for the future portion of the applicable subscription term that would have remained but for such termination (a "**Refund of Fees**"). If we do not cure a warranty breach or terminate this Agreement as permitted by the immediately preceding sentence within 30 days after our receipt of written notice of such breach, you will have the right to terminate this Agreement and we will promptly provide to you a Refund of Fees. THE REMEDIES STATED IN THIS SECTION 11.d ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND OUR ONLY OBLIGATION AND LIABILITY TO YOU, FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 11.c.

e. Disclaimer of Warranties. You acknowledge that the delivery of Software and Services hereunder will be based in part on data submitted by you or on your behalf, which is not verified or endorsed by us, and that your use of any reports, data or information generated, obtained or acquired through the use of the Software and Services is at your sole risk and discretion. We and our subcontractors are not liable or responsible for any results generated through the use of the Software and Services. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTIONS 11.b AND 11.c AND THE AVAILABILITY REQUIREMENT SET FORTH IN SECTION 4.c ABOVE, ALL SERVICES AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR THE AVAILABILITY REQUIREMENT SET FORTH IN SECTION 4.c ABOVE, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SOFTWARE OR ANY OUTPUTS OR RESULTS FROM USING THE SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

f. Limitations of LLM-Generated Insights. You further acknowledge that the Software uses privately hosted LLMs to analyze Your Data and generate cybersecurity insights. You acknowledge that insights generated by LLMs are provided “as is,” and Tuskira makes no representations or warranties regarding their accuracy, completeness, or reliability. Tuskira disclaims any and all liability for any decisions or actions taken based on such insights, and any access to, use of, disclosure of or reliance you place or any other person or entity places on such insights is strictly at your or their own respective risk. You are hereby advised (and hereby acknowledge the same and agree and undertake) to independently review, evaluate and verify the accuracy, quality and suitability of any outputs or results provided by or through your, your Affiliate’s or your Authorized User’s use of the Software as appropriate for your or their respective use cases, including by using human review of such outputs and results, and you further understand, acknowledge and agree that, unless otherwise expressly agreed to in writing by Tuskira, Tuskira will not (and does not undertake to) provide any human review of such outputs and results.

12. Indemnification.

a. By Us. We will defend you from and against any Claims brought by a third party, and will indemnify and hold you harmless from any Losses incurred by you directly as a result of such third party Claims, in each case to the extent the same are based on allegations that the Software or your use thereof (excluding Your Data, Third-Party Systems or your Confidential Information) infringe any U.S. patent, copyright or trademark of such third party, or misappropriate the trade secret of such third party (each, an “**Infringement Claim**”).

b. Exclusions from Infringement Claims. Notwithstanding the foregoing, we will have no liability or obligation with respect to any Infringement Claim to the extent based upon or arising out of: (i) access to or use of the Software in combination with any hardware, system, software, network or other materials or service not provided by us (or authorized in the Documentation or otherwise in writing by us); (ii) modifications or configurations made to the Software by anyone other than us or a party acting under our direction without our prior written consent; (iii) Third-Party Systems; or (iv) any action taken by you, your Affiliate or any Authorized User relating to use of the Software that violates this Agreement.

c. Mitigation for Infringement Claims. If the Software is, or in our opinion is likely to be, the subject of an Infringement Claim, or if your, your Affiliate’s or any Authorized User’s use of the Software is enjoined or threatened to be enjoined, we will, at our option and our sole cost and expense: (i) obtain the right for you to continue to use the allegedly infringing Software as contemplated by this Agreement, (ii) modify or replace the allegedly infringing Software to make such Software (as so modified or replaced) non-infringing, without causing a material loss of features or functionality, or (iii) if the remedies in clauses (i) and (ii) are not feasible within commercially reasonable standards, then we may terminate this Agreement upon written notice and without any liability to you and we will promptly provide (or, where applicable, cause our Reseller to provide) a Refund of Fees.

d. Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SOFTWARE, DOCUMENTATION OR ANY OTHER TUSKIRA IP) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

e. Indemnification Procedures. If a party reasonably believes it is entitled to indemnification under this Agreement, such party (the “**Indemnified Party**”) promptly must give the other party (the “**Indemnifying Party**”) written notice of the claim of indemnification, provided that an Indemnified Party’s failure to notify the Indemnifying Party will not diminish the Indemnifying Party’s indemnification obligations except to the extent the Indemnifying Party is materially prejudiced as a result of such failure. Any such notice shall set forth in reasonable detail the facts, circumstances and basis of the applicable Claim. Upon receipt of notice of the assertion of a Claim, the Indemnifying Party will have the right to control the defense or settlement of the matter at its own expense and with counsel of its choice, provided that the Indemnifying Party shall not enter into any settlement of the relevant Claim without written consent of the Indemnified Party (not to be unreasonably withheld). The Indemnified Party must cooperate reasonably with the Indemnifying Party, at the Indemnifying Party’s expense, to facilitate the defense, compromise or settlement of any Claims. The Indemnified Party may employ separate counsel and participate in any indemnified Claim, but the fees and expenses of such counsel will be at the expense of the Indemnified Party.

13. Limitation of Remedies; Exclusion of Damages. IN NO EVENT WILL WE BE LIABLE, IN THE AGGREGATE, TO YOU, YOUR AFFILIATED PROPERTIES, YOUR AUTHORIZED USERS OR TO ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND OR NATURE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, DIRECT DAMAGES) IN EXCESS OF THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING YOUR FIRST CLAIM AGAINST US HEREUNDER. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR LOSS OF PROFITS OR FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Miscellaneous.

a. Entire Agreement. These Terms of Service and your Order together constitute the entire agreement between the parties on the subject matter hereof, and supersede all prior negotiations, understandings or agreements (oral or written) and all past dealing or industry custom.

b. Amendment, Severability and Waiver. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Any delay or failure of either party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or

remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

c. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. The sole and exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in New Castle County, Delaware, and both parties consent to the exclusive jurisdiction of such courts with respect to any such action and to the jurisdiction of such courts over their persons.

d. Notices. All notices under this Agreement must be in writing and may be delivered by electronic mail, certified or registered mail, overnight courier, or personal delivery, in each case to the address or e-mail address specified in your Order.

e. Assignment. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement in its entirety without the other party's consent to its affiliates or to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

g. Relationship of the Parties. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

h. Force Majeure. Neither party will be liable for any delays or non-performance of its obligations arising out of actions or decrees of governmental authorities following the first date you accept this Agreement, criminal acts of third parties, telecommunication failures not caused by a party, problems with equipment or software provided by other parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire, or other similar causes not within such party's reasonable control (each, a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of thirty (30) days or more.

i. Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 2.b (Limitations and Restrictions) or Section 6 (Confidentiality) of this Agreement would cause the other party irreparable harm for which monetary damages alone would not be an adequate remedy and that, in the event of such breach or

threatened breach, the other party will be entitled to seek equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

j. Conflict in Terms. If there is a conflict between these Terms of Service and your Order, the terms of the Order shall govern the provision of the Software or the Services involved; provided, however, that nothing in your Order may modify or supersede anything in Sections 2.b (Limitations and Restrictions), 9 (Ownership and Intellectual Property Rights), 11 (Representations and Warranties), 12 (Indemnification), 13 (Limitation of Liability), or 14 (Miscellaneous) of this Agreement unless an express cross-reference is made to the relevant provision of this Agreement in the Order and the parties have expressly agreed in the Order to modify or alter the relevant provision of this Agreement.

k. Counterparts. The Order may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Order delivered by facsimile, e-mail or other electronic means is deemed to have the same legal effect as delivery of an original signed copy of the Order.

15. Other Definitions. Capitalized and other terms that are used in this Agreement have the meanings described below:

“Affiliate” means another entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with you. The term “control” (including the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of an entity through the ownership of more than fifty percent (50%) of the voting securities of the entity.

“Authorized User” means your employees or agents or those of your Affiliates, in each case who have registered to use the Software by and through your account, who are using the Software and otherwise acting solely on your or your Affiliate’s behalf and solely for your or your Affiliate’s benefit (and not acting on behalf of or for the benefit of any third party), to whom we have provided access codes to log in to the Software, and for whom you have paid all applicable Fees under your Order. However, in no case may an Authorized User be a competitor of Tuskira.

“Claim” means any investigation by a governmental body, claim, suit, action or proceeding.

“Documentation” means the then-current online, electronic and written user documentation and guides we make available to you, your Affiliates and your Authorized Users which describe the functionality, components, features or requirements of the Software, as we may update from time to time in our discretion.

“Harmful Code” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby.

“Loss” means any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification and the cost of pursuing any insurance providers.

“Order” means the Order executed by you and us (or, where applicable, by you and our Reseller) that references these Terms of Service, and which forms a part of and is incorporated into these Terms of Service by reference (thus forming this Agreement) for all purposes. For clarity, an Order could be an order form that is manually or electronically signed, an online order purchase confirmation page, check-out page or similar ordering webpage or landing page online, or another written document presented and offered to you by us and confirmed or otherwise accepted by you, whether in writing or electronically—provided that in each case it incorporates these Terms of Service by reference.

“Permitted Use” means to support your and your Affiliates’ internal cybersecurity operations.

“Security Incident” means any accidental, unauthorized or unlawful access, disclosure, loss, destruction, alteration, acquisition or use of Your Data (including, for the avoidance of doubt, any of Your Data that consists of Personal Data of your employees or other personnel) that compromises the security, confidentiality or integrity of Your Data. “Security Incidents” exclude unsuccessful attempts or activities that do not compromise the security, confidentiality or integrity of Your Data, including but not limited to pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. A **“Tuskira-Caused Security/Privacy Incident”** is a Security Incident that is caused by our breach or violation of our obligations set forth in Section 6 (Confidentiality) or Section 7 (Data Security and Privacy) of this Agreement.

“Standard Support Hours” means 9:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (but excluding U.S. federal holidays).

“Your Data” means information, data, records or other materials of or about you, your Affiliates or your Authorized Users, including but not limited to threat intelligence feeds and cloud security data, provided by you, your systems or on your behalf to the Software or otherwise collected by us in connection with our Services. For clarity, Your Data does not include any Usage Data.