



HYPORI, INC.
END USER LICENSE AGREEMENT

LAST UPDATED: January 12, 2026

1.1 THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND HYPORI, INC. HYPORI MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. BY ACCESSING AND/OR USING THE HYPORI PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT USE THE HYPORI PRODUCTS.

Notwithstanding the foregoing, if Customer is a U.S. Government entity, any modification to this Agreement must be made through a bilateral written modification executed by an authorized Contracting Officer. Hypori may not unilaterally modify terms applicable to U.S. Government Customers. This Agreement is subject to applicable federal procurement law, including FAR 12.212, FAR 52.212-4, DFARS 227.7202, and the Contract Disputes Act, solely to the extent Customer is a U.S. Government entity.

2. Definitions

2.1 **“Affiliate”** means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where **“control”** means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

2.2 **“Agreement”** means this End User License Agreement and any other documents incorporated by reference, including an Order.

2.3 **“Authorized Reseller”** means the Company’s authorized resellers and distributors.

2.4 **“Authorized User”** means Customer’s employees, agents, contractors, consultants, or other third parties permitted under the applicable Product specific terms, and who have agreed in writing to be bound by terms at least as protective of Company as those in this Agreement

2.5 **“Business Unit”** means a Company operating unit supporting a specific Product.

2.6 **“Cloud Service Offering” or “CSO”** means the Hypori cloud-based secure workspace services provided to customers under this Agreement, excluding corporate websites, marketing platforms, or other non-product services.

2.7 **“CMMC”** means the Cybersecurity Maturity Model Certification. This is a cybersecurity standard applicable to contractors and subcontractors in the DoD supply chain.

2.8 **“Company” or “Hypori”** means Hypori, Inc., or its Affiliate, that delivers the Products pursuant to an Order.

2.9 **“Confidential Information”** means any non-public information disclosed by either party, whether or not marked, including, without limitation, the Products, Materials, Customer Content,

individual contact information provided by either party, or related performance test results derived by Customer.

2.10 “**Consulting Services**” means installation, configuration, training or other professional services performed by Company pursuant to or in connection with an Order.

2.11 “**CUI**” means controlled unclassified information.

2.12 “**Customer**” means the legal entity or individual that places one or more Orders for Products from Company or an Authorized Reseller.

2.13 “**Customer Content**” means data, content, or information submitted to, accessed through, or processed within the Hypori Cloud Service Offering by or on behalf of Customer, including enterprise applications and enterprise communications.

2.14 “**Deployment Model**” means the way the Hypori Cloud Service Offering is deployed and operated, as described below.

2.15 “**Documentation**” means material provided with a Product, as updated by Company from time to time, describing how to use that Product.

2.16 “**DoD**” means the U.S. Department of Defense.

2.17 “**Error**” means a reproducible material failure of the Software, Cloud Service Offering, or Hardware, when used in accordance with the Documentation, to perform substantially in conformity with its applicable functional specifications, as confirmed by Hypori following notice from Customer.

2.18 “**Expenses**” means meals, lodging, travel, and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Company on behalf of Customer to support the project implementation, with Customer’s prior written approval).

2.19 “**Extraordinary Corporate Event**” means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity’s legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

2.20 “**Fees**” means all fees and/or payments stated in an Order applicable to the Products.

2.21 “**Hardware**” means the Hypori-provided physical appliances or devices, if any, supplied solely as part of a specified Deployment Model to enable delivery of the Cloud Service Offering, and does not include Customer-owned infrastructure, general-purpose computing equipment, or Third-Party hardware not expressly provided by Hypori

2.22 **“Hypori Commercial Cloud”** means the standard deployment of the Hypori Products designed for commercial use cases and operated in accordance with industry-standard security practices and independent Third-Party assurance, including SOC 2 Type II, and not typically designated as a DoD-specific or federal-authorized deployment.

2.23 **“Hypori Government Cloud”** means an environment that is explicitly designed to meet the cybersecurity requirements defined under FedRAMP High.

2.24 **“Hypori Hosted Cloud”** means a deployment model in which Hypori services are hosted within Hypori-managed or Hypori-designated cloud infrastructure, subject to regional data residency configuration.

2.25 **“Hypori Private On-Premise”** means a deployment model in which Hypori provides all required Hardware and Software to deliver the Cloud Service Offering within infrastructure that is owned or controlled by Customer. In this model, Hypori services operate entirely within Customer’s environment.

2.26 **“Licensed Entitlement”** means the quantity, scope, or capacity of Products, Subscriptions, Virtual Workspaces, or other usage rights authorized under an Order. Where multiple Orders apply, Entitlements are cumulative unless otherwise specified.

2.27 **“Maintenance”** means Company’s provision of technical support services and Updates associated with the Products purchased in an Order.

2.28 **“Materials”** means any tangible or intangible information, design, specification, instruction, project ware, or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces, or is used to apply Company’s configuration or implementation methodologies, processes, and know-how to Customer’s use of the Software, excluding Customer Content.

2.29 **“Order”** means an ordering document, quote, order form, or similar instrument issued by or accepted by Hypori (or an authorized reseller) that specifies Customer’s Subscription to the applicable Cloud Service Offering, including the applicable Deployment Model, Term, fees, usage limits, and any associated Products or services, as expressly agreed. . In the event of any inconsistency, the Order governs the commercial details of the Subscription, while this Agreement governs the general terms applicable to the Cloud Service Offering.

2.30 **“Product”** means the component infrastructure / technology components required to provide Hypori services, including Software, CSO, Hardware, Maintenance and any consulting services.

2.31 **“Software”** means the proprietary, licensed, or Third-Party software components (including embedded open-source components) provided by Hypori and used solely as part of the Cloud Service Offering or applicable Deployment Model, whether hosted by Hypori or deployed within a Customer environment, and including any associated Documentation and Updates provided under Maintenance.

2.32 **“Subscription”** means the time-limited right, as specified in an Order, to access and use the applicable Hypori Cloud Service Offering (and any related Software components, if applicable) in accordance with this Agreement, including the right to receive Maintenance and Updates during the applicable Term, if and as made available.

2.33 **“Term”** means the duration for which the Customer is entitled to use the Products as stated in an Order.

2.34 **“Third Party”** means any person other than Customer, the Authorized Users, or Hypori, including without limitation, any subcontractor, independent contractor, affiliate, or service provider of Licensee.

2.35 **“Updates”** means any corrections, bug fixes, features, or functions removed from or added to the Software or Cloud Service Offering (if/when made generally available) by Company under Maintenance.

2.36 **“Virtual Workspace”** means a logically isolated, secure workspace instance provisioned within the Hypori Cloud Service Offering that provides authorized access to enterprise applications, data, and resources. A Virtual Workspace is associated with a single Hypori account or Subscription and may be accessed by one (1) or more Authorized Users, subject to Customer configuration, authentication requirements, and applicable security controls. A Virtual Workspace may be assigned to an individual role, function, or use case.

3. Hypori Commercial Cloud vs. Hypori Government Cloud.

3.1 Hypori Commercial Cloud. Hypori Commercial Cloud is designed for commercial use cases and is subject to Hypori’s standard security controls and processes, which are independently assessed through Third-Party audits, including SOC 2 Type II

3.2 Hypori Government Cloud. If Hypori’s Product is accessed or used within a Government Cloud / FedRAMP High environment, Authorized Users acknowledge that:

(a) The Product is hosted, managed, and maintained to meet FedRAMP High security standards for the protection of CUI as required for CUI handling under Customer’s CMMC program.

(b) Unauthorized Use of Hypori Government Cloud resulting in compromise of CUI or Federal Contract Information (FCI) data protections will be reported to Customer’s organization, results in termination of access, and may result in referral to appropriate legal authorities.

Where Customer is a U.S. Government agency or contractor handling CUI, the parties acknowledge that applicable security obligations may include DFARS 252.204-7012, NIST SP 800-171, FedRAMP High baselines, and related federal cybersecurity requirements.

3.3 Differences in Data Handling and Security.

(a) Hypori Commercial Cloud. Data security controls are based on industry standards and are independently assessed through Third-Party audits, including Hypori's SOC 2 Type II reports.

(b) Hypori Government Cloud. All security controls have been assessed and tested by a FedRAMP Authorized Third Party Assessment Organization (3PAO) to satisfy FedRAMP High requirements for the protection of CUI.

3.4 Access and Eligibility.

3.4.1 Accessing Hypori Government Cloud is restricted and available only to Customer organizations that meet the applicable eligibility and compliance requirements for such environment. Customer is responsible for ensuring that its Authorized Users satisfy the requirements of Customer's applicable security programs and policies, including CMMC requirements, where applicable. . Access to Hypori Government Cloud may be conditioned on additional validation, attestations, or certifications required by Hypori, including written confirmation from Customer-designated security personnel that Authorized Users are authorized to access systems subject to the applicable compliance requirements.

(a) Where required by the applicable compliance framework, program requirements, or Customer policies, access to the Hypori Government Cloud may be restricted to U.S. Persons or U.S. Citizens who have successfully completed background screening consistent with the Customer's security requirements and the applicable CMMC level or other federal cybersecurity program.

(b) Customer is responsible for verifying and certifying the eligibility of its Authorized Users, including U.S. Person or citizenship status and completion of any required background checks. Hypori may rely on such certifications and may require written attestation from Customer-designated security personnel as a condition of granting or maintaining access.

3.4.2 Access to Hypori Commercial Cloud is generally open to all Authorized Users, subject to basic terms of service.

4. **Product Terms**

4.1 Software. Unless otherwise stated in this Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to install, run, access, and use the Licensed Entitlements of Software as listed in any Order during the Term solely for internal business purposes in accordance with an Order and any Documentation. For U.S. Government Customers, licenses are granted to the ordering agency and may be used by agency support service contractors acting within the scope of their contractual duties, consistent with FAR 52.227-19 and DFARS 227.7202.

4.2 Hypori Cloud Service Offering. Unless otherwise stated in this Agreement or in any Order, Company grants Customer a limited, non-transferable, non-sublicenseable, non-exclusive, worldwide license to access and use the Licensed Entitlements of Cloud Service Offerings during the Term solely for internal business purposes in accordance with the Order and any Documentation.

4.3 Hardware. Hardware may be provided by Hypori as part of a specified Deployment Model, including Hypori Private On-Premise deployments, solely to enable delivery and operation of the applicable Cloud Service Offering or Software in a Customer environment. Any such Hardware is provided subject to this Agreement, applicable Hardware Documentation, and Company-specified use, security, and configuration requirements. Hardware may not be used for any purpose other than operation of the applicable Hypori services and may not be transferred, modified, or repurposed except as expressly permitted in writing by Hypori.

4.4 Support and Maintenance. Hypori will provide support and maintenance for Hypori Products during the applicable Term and subject to a valid Subscription, in accordance with this Agreement and any applicable support or service descriptions. Support and maintenance may include access to Updates, enhancements, bug fixes, and security patches made generally available by Hypori as part of the Cloud Service Offering or applicable Deployment Model. Hypori does not guarantee the availability of any specific Update or release.

4.5 Systems. You are responsible for the selection, configuration, security, and ongoing management of any enterprise systems, applications, networks, or services that you connect to or integrate with the Hypori Products, including ensuring compliance with applicable laws, regulations, and Customer security programs (such as CMMC, where applicable). Hypori will have no responsibility or liability under this Agreement for issues arising from Customer's use of any Third-Party hardware, software, systems or services that are not expressly approved by Hypori.

4.6 Authorized Users.

(a) License Assignment and Use. Only Authorized Users may access and use Hypori Products.

(b) Hypori Hosted Cloud / SaaS Deployment Model. Under the Hypori Hosted Cloud / SaaS Deployment Model, Hypori Products are licensed on a per-account and per-Virtual Workspace basis. Each Subscription is associated with a single Hypori account and a single Virtual Workspace. Subject to Customer configuration and applicable security controls, multiple Authorized Users may be permitted to access the same Virtual Workspace, provided that each such individual is authenticated, authorized, and logged in accordance with this Agreement and Customer policies. A Virtual Workspace may be assigned to a specific function, role, or end use case, rather than to a single individual user.

(c) Hypori Private On-Premises Deployment Model. Under Hypori's Private On-Premises Deployment Model, each License Entitlement that Customer purchases, Customer may activate and use one (1) licensed production instance of Hypori within Customer-owned or Customer-controlled infrastructure, in accordance with Hypori's license-protection, utilization, and security controls, and as specified in the applicable Order and Documentation.

(d) Authorized User Compliance. Customer is responsible for ensuring that its Authorized Users comply with this Agreement and applicable Customer policies, including with respect to the access, use, and handling of Customer data. Any actions by such Authorized that would constitute a

breach of this Agreement if performed by Customer shall be deemed a breach of this Agreement by Customer.

(e) No Dependency on Future Functionality. Customer acknowledges that its decision to enter into this Agreement or any Order is not contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written statements, roadmaps, or public communications by Hypori regarding future functionality or features.

(f) Authorized Users may include Customer support service contractors, system integrators, and managed service providers, provided such entities are supporting Customer's internal business purposes and comply with confidentiality and security obligations no less protective than this Agreement. Customer may permit use by contractors and agents supporting Customer's internal operations consistent with FAR 52.227-19 and DFARS 227.7202.

4.7 Limitations on Use. Except to the extent permitted by applicable law, Customer shall not, directly or indirectly (i) copy, reproduce, modify, translate, adapt, or create derivative works of the Hypori Products or any portion thereof; (ii) access or use any Hypori Products other than those expressly authorized under an applicable Order; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Hypori Products or any rights granted under this Agreement available to any Third Party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, underlying ideas, algorithms, file formats, or non-public APIs of the Hypori Products, except to the extent expressly permitted by applicable law; (v) use any embedded or bundled component of the Hypori Products on a standalone basis, where such component is provided solely to enable the functionality of the Products; (vi) use the Hypori Products in combination with any Third-Party software or service except as expressly permitted in the Documentation; (vii) use the Hypori Products in a manner that causes them to become subject to any Third-Party license obligations; (viii) market, offer to sell, resell, or commercially exploit the Hypori Products; (ix) use the Hypori Products for competitive benchmarking, competitive analysis, or for the purpose of developing, offering, or supporting a competing product or service; (x) circumvent or attempt to circumvent any technical, usage, or security restrictions implemented in the Hypori Products (xi) use the Hypori Products in a manner inconsistent with this Agreement; or (xii) encourage or assist any Third Party to engage in any of the foregoing.

Nothing in this section restricts Customer's ability to perform security testing, evaluation, or assessment required by applicable federal cybersecurity programs or agency authorization processes.

4.8 Terms.

(a) Access to Third Party Service Providers. Notwithstanding anything to the contrary in this Agreement including Section 4.9 (Extraordinary Corporate Event) below, Customer may permit its authorized Third-Party service providers to access and use the Hypori Products solely for the purpose of providing services to or on behalf of Customer, provided that such Third Parties are designated as Authorized Users, are subject to confidentiality and security obligations no less protective than those set forth in this Agreement, and use the Hypori Products solely in accordance with this Agreement.

(b) Open-Source Software. Any Hypori Products that include Open-Source Software may include open-source software components, which are licensed to Customer under the applicable

open-source licenses. To the extent required by such licenses, the terms of the applicable open-source licenses shall govern Customer's use of those components. If Customer does not agree to the applicable open-source license terms, Customer may not use the affected components or Products.

4.9 Extraordinary Corporate Event. During the applicable Subscription Term, Customer's rights to access and use the Products do not extend to users, entities, or divisions added because of an Extraordinary Corporate Event, unless and until such users, entities, or divisions are expressly included in an applicable Order executed by authorized representatives of Hypori and Customer.

In the event of an Extraordinary Corporate Event involving an acquisition, merger, or similar transaction, any users, entities, or divisions acquired by Customer are not authorized to access or use the Products unless expressly added to an applicable Order.

In the event of an Extraordinary Corporate Event involving a divestiture or reduction in Customer's organization, Customer remains responsible for payment of all applicable Licensed Entitlements specified in the applicable Order for the remainder of the then-current Term, and no refunds or credits shall be issued.

4.10 Increased Scope. During any Subscription Term, Customer may increase its Licensed Entitlements for the Hypori Products by submitting an additional Order. Any increase in scope, capacity, or usage rights will be subject to additional fees as specified in the applicable Order, and such Licensed Entitlements will be coterminous with the then-current Subscription Term unless otherwise agreed in writing.

4.11 Evaluation / Proof of Concept Use. Hypori may make certain Products available to Customer on a limited trial, evaluation, pilot, or proof of concept basis ("**Evaluation Use**"), as specified in an applicable Order or written agreement between the parties.

(a) Evaluation Use is provided solely for Customer's internal evaluation purposes and not for production use unless otherwise expressly authorized in writing.

(b) Evaluation Use is provided without service level commitments and may be modified, suspended, or discontinued at any time.

(c) Hypori has no obligation to provide Maintenance, Updates, or support for Evaluation Use beyond commercially reasonable efforts.

(d) Customer is responsible for determining whether Evaluation Use is appropriate for Customer's intended purposes, including compliance with Customer security and regulatory requirements.

(e) Customer should not use Evaluation Use to process production data, controlled unclassified information (CUI), or other regulated data unless expressly authorized in writing by Hypori.

(f) Hypori may disable access to Evaluation Use upon expiration of the evaluation period.

(g) Customer retains ownership of Customer Content used during Evaluation Use, and Hypori will provide a reasonable opportunity for Customer to retrieve Customer Content prior to disabling access.

(h) Evaluation Use may be subject to additional terms specified in an applicable Order.

For U.S. Government Customers, Evaluation Use may be provided under applicable pilot authority, prototype authority, or other evaluation mechanisms consistent with federal procurement regulations.

5. Orders and Delivery

Orders. Customer may purchase Subscriptions and related Products by submitting an Order to Hypori or an authorized Hypori reseller, as applicable. The ordering process may require Orders to be submitted through an authorized reseller or directly to Hypori, as specified by Hypori. All Orders are subject to acceptance by Hypori in its sole discretion.

5.2 Delivery. Upon acceptance of an applicable Order, Hypori will make the Cloud Service Offering available to Customer electronically in accordance with the applicable Deployment Model. Customer's access to and use of the Products constitutes acceptance of the Products. If Hardware is provided as part of an Order, title to such Hardware will pass to Customer upon delivery to the designated shipping location, unless otherwise specified in the applicable Order.

5.3 U.S. Government Customers. For U.S. Government Customers, acceptance of Orders shall be subject to applicable federal procurement processes and authorized contracting officer approval.

6. Financial Terms.

6.1 Payment Terms. Customer is responsible for all Fees and Taxes on Orders, if any. In the event a purchase is direct with Company, Customer shall pay Company net 30 days from the date of the invoice. All purchases are final, with no right to a refund or set off, except as expressly provided in this Agreement. Company may charge Customer an additional one and a half percent (1.5%) per month (or such lower amount as required by applicable law) for all Fees that are not paid on time. Company reserves the right to suspend or terminate delivery of any Product, or any portion thereof, for non-payment of Fees. For U.S. Government Customers, payment terms shall be governed by the Prompt Payment Act (31 U.S.C. § 3901 et seq.) and applicable implementing regulations.

6.2 Multiyear Subscriptions. If Customer purchases a multi-year Subscription for any Product the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order. For U.S. Government Customers, financial obligations are subject to availability of appropriated funds and applicable fiscal law requirements, including the Anti-Deficiency Act. Nothing in this Agreement shall be construed to obligate Customer more than available appropriations or to require indemnification inconsistent with the Anti-Deficiency Act.

6.3 Purchases Made Through a Reseller. If Customer purchases Hypori Products through an Authorized Reseller, then the payment terms and associated payment obligations in this Section do not apply. Instead, Customer payment terms and obligations with the Reseller shall apply. Hypori may

suspend or terminate Customer's rights to use Hypori Products if Hypori does not receive the corresponding payment from the Authorized Reseller.

6.4 Refund Policy. Unless otherwise provided by law, all purchases are final and non-refundable. If you believe that Hypori has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue a similar refund in the future. This refund policy does not affect any statutory rights that may apply. Notwithstanding the foregoing, U.S. Government Customers retain all rights available under FAR Part 49 regarding termination for convenience, including entitlement to equitable adjustment for unused prepaid subscription amounts.

6.5 Future Features. Customer agrees that its purchase of the Products is not contingent on the delivery of any future feature or functionality, or dependent on any representations or statements made by Company or any other party regarding future features or functionality.

7. Intellectual Property

7.1 Company Proprietary Rights. The Products are licensed and not sold. Subject to Section 6.3, Company and its Affiliates own, or have license rights to, all intellectual property rights in Software, Cloud Service Offerings, Materials, Documentation, and all derivatives thereof (collectively "**Protected Materials**") and Company trademarks ("**Company Marks**"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly stated in this Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in this Agreement, Customer has no right, title, or interest in or to the Protected Materials, Products, or Company Marks, or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials. If Customer is the U.S. Government, the Software and Documentation are "commercial computer software" and "commercial computer software documentation" as defined in FAR 2.101 and DFARS 252.227-7014 and are provided with only those rights specified in FAR 52.227-19 and DFARS 227.7202.

7.2 Customer Proprietary Rights. Customer Content and Personal Data is and remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services or otherwise fulfill its obligations under this Agreement.

7.3 Open-Source Software. Certain Products include Open-Source Software that is governed by the open-source license(s) indicated as applicable to the code as listed in Documentation or provided via any other source of media. "**Open-Source Software**" means Third Party software distributed by Company under an open-source licensing model.

7.4 Feedback. Customer grants Company an irrevocable, worldwide, royalty-free, transferable, sublicensable, and perpetual license to use, modify, publish, and distribute any information, comments, suggestions, possible improvements, or other feedback provided by Customer with respect to Products or Company's business practices ("**Feedback**") as well as to make, have made, distribute, sell,

offer to sell, display, perform, and otherwise exploit products and services that use such Feedback for any purpose without restriction.

7.5 U.S. Government Customers. For U.S. Government Customers, the Products, including Software and Documentation, are provided as “commercial computer software” and “commercial computer software documentation” as defined in FAR 2.101 and DFARS 252.227-7014. Consistent with FAR 12.212 and DFARS 227.7202, the Government acquires only those rights expressly granted in this Agreement. If a Government authority determines that the Products do not qualify as commercial computer software, Government rights shall be limited to the minimum rights required under applicable federal law.

8. Confidentiality

8.1 Non-Disclosure. Neither party shall disclose Confidential Information to any Third Party (other than an Affiliate or to an Authorized Reseller) without the disclosing party’s prior consent. Confidential Information may only be disclosed to recipients that need to know such information (including but not limited to Customer’s employees, agents, directors, consultants, financial advisors and attorneys, collectively “**Representatives**”), and on the condition that such recipients are bound by a written agreement to protect information with terms at least as protective as this Agreement. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

8.2 Representative Compliance. Receiving Party remains responsible for compliance by its Representatives with the terms of this Section.

8.3 Measures. Each party shall take at least those measures that it takes to protect its own highly confidential/proprietary information.

8.4 Exclusions. The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a Third Party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. Where a party is required to provide Confidential Information pursuant to any court order, such party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

8.5 Remedies. Except as prohibited by local law, each party shall be responsible for damages to the extent permitted by applicable law. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity. For U.S. Government Customers, liability is limited to the extent authorized under the Contract Disputes Act and applicable federal law.

9. Security and Privacy

9.1 Software Security. Company develops and delivers Products, and provides Cloud Service Offerings, Maintenance, or Consulting Services, in accordance with the Security Exhibit attached to this Agreement (“**Security Exhibit**”). Company’s security obligations apply to systems and components under Company’s control. Customer remains responsible for configuration, access controls, endpoint security, identity management, and data governance within Customer-controlled environments. Hypori maintains a written information security program aligned to recognized industry standards, including NIST-based controls, appropriate to the deployment model selected by Customer.

9.2 Data Security. For Cloud Service Offerings, Maintenance, or Consulting Services that requires Company to process Personal Data (as defined in the DPA), Company shall (i) implement and maintain the administrative, physical, and technical security controls as set forth in the Security Exhibit, and (ii) process Personal Data on Customer’s behalf as set forth in the Company’s Data Processing Addendum (“**DPA**”), which is incorporated by reference into this Agreement. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Personal Data as specified in this Agreement.

9.3 DFARS Flow-Down. Where Customer is subject to DFARS 252.204-7012, Hypori agrees to implement and maintain security controls consistent with NIST SP 800-171 as applicable to the deployment model selected by Customer. Hypori remains responsible for performance of its subcontractors and sub processors supporting delivery of the Products in accordance with this Agreement.

Hypori’s Cloud Service Offering is designed to support Customer compliance obligations applicable to Customer environments handling Controlled Unclassified Information (CUI), including DFARS 252.204-7012, where applicable. Customer remains responsible for determining whether the Products meet Customer’s regulatory requirements and for configuring the Products appropriately.

9.4 Incidents. In the event of a confirmed security incident affecting Customer Content in the Hypori Government Cloud, Hypori will notify Customer without undue delay and consistent with applicable federal incident reporting requirements, including DFARS 252.204-7012 where applicable. For purposes of this section, "security incident" means unauthorized access to or disclosure of Customer Content within systems operated by Hypori.

9.5 AI Training Restriction. Hypori will not use Customer Content to train or improve generalized artificial intelligence or machine learning models that are not exclusively dedicated to Customer’s use without Customer’s prior written consent. Nothing in this section restricts Hypori from using aggregated and de-identified telemetry data solely for purposes of security, service reliability, capacity planning, abuse protection, or product improvement, provided such data does not identify Customer or expose Customer Content.

9.6 Compliance Cooperation. Upon reasonable written request, Hypori will provide information reasonably necessary to support Customer regulatory, authorization, or compliance requirements related to Customer’s use of the Products, including requirements arising under FedRAMP, CMMC, DFARS 252.204-7012, or similar frameworks. Such cooperation may include provision of security

documentation, audit summaries, or responses to reasonable security questionnaires, subject to reasonable confidentiality and security controls protecting Hypori systems and other customers. Customer audit rights do not include access to Hypori source code, production systems, or environments of other customers.

10. Service Availability

The availability of the Products may vary from time to time due to maintenance, Updates, service improvements, or factors outside Hypori’s reasonable control, and may differ by Deployment Model, region, or supported configuration. Hypori uses commercially reasonable efforts to make the Products available in accordance with this Agreement and service descriptions.

Customer acknowledges that cloud-based services are subject to occasional interruptions or performance degradation. Except as expressly provided in any applicable Service Level Agreement or Order, Hypori shall not be liable for temporary unavailability or service interruptions.

Any service levels applicable to U.S. Government Customers shall be defined in the applicable Order or Service Level Agreement and shall control in the event of conflict with this Agreement.

11. Updates to the Products and Changes to these Terms

11.1 Changes to this Agreement. Hypori may update this Agreement from time to time and will update the version date listed on the first page of this Agreement. Continued use of Products following the effective date of an update constitutes acceptance of the updated Agreement. If you don’t agree to any new terms, you must stop using the Products and close your Hypori account. Hypori shall not materially modify terms applicable to U.S. Government Customers without bilateral written agreement of the parties.

11.2 Updates to Products. Hypori may deploy Updates, enhancements, bug fixes, security patches, or configuration changes to the Products as part of the Cloud Service Offering or applicable Deployment Model. Certain Updates may be required to maintain security, performance, or continued operation of the Products. Preview or beta features will not be used for production CUI workloads unless expressly authorized in writing by Customer.

As part of our security program, Hypori performs vulnerability identification, management, and remediation activities consistent with applicable National Institute of Standards and Technology (NIST) standards, which may include the deployment of security patches and configuration changes to address identified vulnerabilities.

Unless otherwise specified, Updates are subject to this Agreement and included as part of the applicable Subscription. Hypori may modify, discontinue, or replace features or functionality of the Products, provided such changes do not materially degrade the core functionality of the Products purchased under an active Order. Hypori may offer certain features in preview, beta, or pre-release form, which are provided “as-is” and may be modified or discontinued at any time without notice.

12. Term and Termination

12.1 Term. This Agreement remains in effect until terminated. The Term for any Product starts on the start date stated in an Order and continues as indicated in the Order. Either party may terminate an Order for Consulting Services upon 15 days prior written notice to the other party.

12.2 Termination for Cause. Either party may terminate this Agreement and/or any applicable Order if the other party breaches any of its material obligations in the Agreement and fails to cure such breach within 30 days of receipt of written notice from the non-breaching party. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all its business. Company may immediately terminate the Agreement if the Customer materially breaches Sections 3 (Product Terms), 6 (Intellectual Property), or 14 (Export Restriction and Compliance with Laws).

12.3 Termination for Convenience. Customer may choose to stop using the Hypori Products and terminate this Agreement (including all Orders) at any time for any reason upon 30 days' written notice to Hypori, but upon any such termination (i) Customer is not entitled to a refund of any pre-paid fees and (ii) if Customer has not already paid all applicable fees for the then-current Term, any such fees that are outstanding will become immediately due and payable. If Customer is a U.S. Government entity, termination for convenience shall be governed by FAR Part 49 and FAR 52.212-4(l), and Customer shall be entitled to equitable adjustment for prepaid unused subscription amounts.

12.4 Effect of Termination. Upon termination of an Order or the Agreement, (i) Customer will immediately discontinue all access and use of the Products, and (ii) subject to Company's written request, for on prem deployments, Customer shall provide Company with a certification signed by a Customer representative with authority to bind Customer that Customer has de-installed and destroyed all Units of the Products deployed prior to termination.

Except as expressly provided herein, termination shall not relieve either party of liability arising from:

- (a) breach of confidentiality obligations;
- (b) intellectual property infringement;
- (c) violation of applicable law;
- (d) payment obligations accrued prior to termination; or
- (e) obligations that by their nature survive termination.
- (f) claims arising under the Contract Disputes Act or other applicable federal procurement law, if Customer is a U.S. Government entity.

If Customer is a U.S. Government entity, termination rights shall be interpreted consistent with FAR 52.212-4(l) and FAR Part 49, including the Government's right to terminate for convenience and obtain equitable adjustment for prepaid but unused subscription fees.

Nothing in this Section limits either party's right to assert claims arising prior to termination or claims arising from termination itself, including equitable adjustment claims under FAR Part 49. Company shall have the right to invoice Customer and Customer shall pay for any use of the Hypori Cloud Service Offerings past the date of termination other than Customer's access to download Customer Content.

Upon termination or expiration, Hypori shall provide Customer a reasonable period, not less than 30 days, to retrieve Customer Content in a commercially standard format.

Upon written request prior to termination, Hypori will reasonably cooperate to support transition of Customer Content to Customer or a successor provider.

Termination of this Agreement or any Order does not (i) relieve Customer of its obligation to pay all fees that have been accrued or are otherwise owed by Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

13. Warranties and Disclaimers. Except as expressly provided in this Agreement, the Products are provided in accordance with commercially reasonable industry standards. Nothing in this Agreement limits any warranty rights that may apply under applicable federal procurement law for U.S. Government Customers.

13.1 Software Warranty. Company warrants that for a period of 90 days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation. For U.S. Government Customers, this warranty is provided consistent with FAR 52.212-4(o).

13.2 Virus Warranty. Hypori warrants that it will take reasonable commercial efforts to ensure that the infrastructure of the Software, in the form and when provided to you, will be free of any viruses, malware, or other harmful code. Antivirus and enterprise IT issues are Customers' responsibility.

13.3 Cloud Service Offerings -- Warranty. Company warrants that during the Term of a Cloud Service Offering, the Cloud Service Offering, when used in accordance with the Documentation, will operate in all material respects with the Documentation. Hypori warrants the Cloud Service Offering will perform in accordance with Documentation in all material respects consistent with commercially reasonable industry standards.

13.4 Hardware Warranty. Company warrants that for a period of one (1) year from delivery of Hardware, Hardware will be free from defects in material and workmanship in normal use, but does not cover any of the following: (i) improper installation, maintenance, adjustment, repair, or modification by Customer or a Third Party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage, or other irregularities; (iv) Third Party software or software drivers; or (v) damage during shipment.

13.5 Other Services Warranties. Company warrants that Maintenance and Consulting Services will be delivered using personnel with reasonable skill and care consistent with generally accepted industry standards but does not guarantee that every question or problem raised will be resolved or resolved in a certain amount of time.

13.6 Customer Content Warranties. Customer warrants that (i) it has the right to transmit Customer Content as part of the Hypori Cloud Service Offering or any other service that Company may

provide in connection with delivering Products to Customer and (ii) Customer's use of Cloud Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law or the rights of Third Parties.

13.7 Warranty Remedy. If the Software or Cloud Service Offering does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. For U.S. Government Customers, remedies shall be interpreted consistent with FAR 52.212-4 and applicable federal law. Provided that such claim is determined by Company to be Company's responsibility, as Customer's exclusive remedy for any Software or Cloud Service Offering warranty claim, Company shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue Customer a prorated refund of the Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section. Customer's exclusive remedy for Company's breach of the Maintenance and Consulting Services warranty is re-performance of the services. If the Hardware does not perform as warranted during the applicable warranty period, Company's entire liability and Customer's exclusive remedy (which is subject to Customer returning the Hardware to Company or its Authorized Reseller and confirming that such return is finalized) will be, at the sole option of Company and subject to applicable law, to replace the Hardware or to refund the purchase price paid for the Hardware and to terminate any Software licenses associated with the Hardware.

13.8 WARRANTY DISCLAIMER. Except as expressly stated in Sections 13.1 through 13.7, and only to the extent permitted by applicable law, the following disclaimer applies solely to implied warranties not expressly provided in this Agreement:

HYPORI AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO CUSTOMER'S USE OF THE PRODUCTS. CUSTOMER UNDERSTANDS THAT USE OF THE PRODUCTS IS AT ITS OWN RISK AND THAT HYPORI PROVIDES THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." CUSTOMER BEARS THE ENTIRE RISK OF USING THE PRODUCTS. HYPORI DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE PRODUCTS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. CUSTOMER ACKNOWLEDGES THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. HYPORI DOES NOT GUARANTEE THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DOES HYPORI GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.

IF CUSTOMER IS A U.S. GOVERNMENT ENTITY, ANY DISCLAIMER INCONSISTENT WITH FEDERAL PROCUREMENT LAW, INCLUDING FAR 52.212-4(O), SHALL BE DEEMED MODIFIED TO CONFORM TO APPLICABLE LAW.

13.9 Company shall not be responsible for any claimed breach of warranty arising out of (i) modifications to Products made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations not stated in Documentation, (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation, (v) Company's performance pursuant to Customer's instructions during the delivery of Consulting Services.

13.10 Disclaimer Limitation. Except as expressly stated herein, Hypori does not disclaim liability for: (i) intellectual property infringement; (ii) breach of confidentiality; (iii) gross negligence or willful misconduct; or (iv) violations of applicable law. If Customer is a U.S. Government entity, any disclaimer inconsistent with federal procurement law shall be deemed modified to conform to such law.

14. Indemnification

14.1 IP Indemnification. Company shall defend Customer against any Third-Party Infringement Claim. Further, Company will indemnify Customer from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment or settlement. Company's obligation to defend, settle, or indemnify Customer are subject to: (i) Customer promptly notifying Company in writing of an Infringement Claim such that Company is not prejudiced by any delay of such notification; (ii) Company having sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer providing reasonable assistance in the defense of the Infringement Claim. For the purposes of these terms, "Infringement Claim" means any claim, suit, or proceeding brought against Customer based on an allegation that the Product(s), excluding any Open-Source Software not embedded in a Product, as delivered by Company, infringes any patent or copyright, or violates any trade secret rights, of any Third Party.

14.2 Remedies. If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Products as contemplated in an Order, or (ii) replace or modify the Products to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, terminate the affected Products and refund to Customer any prepaid, but unused, Fees for such affected Products.

14.3 Exclusions. Company shall have no indemnification obligations for (i) any damages based on Customer's access to and/or use of the Products that occurs after Company provides Customer with notice to cease using a Product due to an Infringement Claim; (ii) an Infringement Claim based on any modification of the Products by Customer or at its direction that are not stated in Documentation; (iii) an Infringement Claim based on Customer's combination of the Products with Third Party programs, services, data, hardware, or other materials that are not stated in Documentation; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request. THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

15. Limitation of Liability

15.1 IF CUSTOMER HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THESE TERMS), CUSTOMER AGREES THAT ITS EXCLUSIVE REMEDY IS TO RECOVER, FROM HYPORI OR ANY AFFILIATES, RESELLERS, DISTRIBUTORS, THIRD-PARTY APPS, SERVICES PROVIDERS, AND VENDORS, DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO THE SUM OF THE AMOUNTS PAID FOR THE PRODUCT(S) OR CONSULTING SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. CUSTOMER CANNOT RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE, INCLUDING BUT NOT LIMITED TO (I) LOSS OF DATA; (II) LOSS OF INCOME; (III) LOSS OF OPPORTUNITY; (IV) LOST PROFITS; AND (V) UNAVAILABILITY. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOESN'T FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE OR IF HYPORI KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANY CLAIMS RELATED TO THIS AGREEMENT, THE PRODUCTS OR ANY CONSULTING SERVICES. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.

15.2 The amount paid or payable by the Reseller to Hypori for Customer's use of the applicable Hypori Products under this Agreement will be deemed the amount actually paid or payable by Customer to Hypori under this Agreement for purposes of calculating the liability cap in this Section.

15.3 Limitation of Liability shall not apply to:

- (a) intellectual property infringement
- (b) breach of confidentiality
- (c) violation of law
- (d) indemnification obligations expressly permitted by law

For U.S. Government Customers, liability shall be limited to the extent permitted by federal law.

16. Export Restriction and Compliance with Laws

Customer acknowledges that the Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and shall comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“**EAR**”) and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control (“**OFAC**”). Customer specifically shall not, directly or indirectly, export, re-export, transfer, import, sell, lease, supply, or allow access to or use of the Products in or for embargoed or sanctioned countries/regions, by sanctioned or restricted persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government.

Hypori is responsible for its own export control classifications and licensing obligations, if any, applicable to the Products, and Customer is responsible for its use of the Products in compliance with applicable export control and sanctions laws.

Customer may use the Products worldwide subject to applicable export laws.

17. Trial and Evaluation

17.1 Trial Usage. If a Product offering is provided for trial, demonstration, or evaluation use (“**Trial**”) under an Order, Customer may use the Product for the Term stated in an Order for internal demonstration, test, or evaluation purposes only. Company PROVIDES TRIALS “AS IS” AND WITHOUT WARRANTY, MAINTENANCE, OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions that may be found in this Agreement. Trial versions may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer.

17.2 Alpha/Beta. Products provided as “**Alpha**,” “**Beta**,” “**Tech Preview**,” or “**Labs**” may be used for development evaluation purposes only, must not be used or deployed in or on a Production or non-evaluation development environment, and are provided “AS IS” without Maintenance, warranties, or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantee that such offerings will be publicly announced or made generally available. Such offerings may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer.

18. Miscellaneous

18.1 Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company’s prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party’s successors or permitted assigns.

18.2 Audit. During the term of any Order and for a period of one year following termination of an Order, Company and/or its independent auditors, at Company’s expense, may, upon 10 days’ notice and at reasonable times, audit Customer’s compliance with this Agreement, and report any results to Company and its licensors. Customer shall, at no cost to Company, (i) provide any assistance reasonably requested by Company or its designee in conducting any such audit, and (ii) make requested systems, personnel, records, and information available to Company or its designee to facilitate the timely completion of such audit. Customer’s failure to comply with the provisions of this section will constitute a material breach of this Agreement. Customer shall promptly cure any noncompliance, and if the audit reveals Customer’s noncompliance exceeds 5% of its entitlement, Customer shall reimburse Company for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys’ fees); provided, however, that the obligations under this section do not constitute a waiver of Company’s termination rights and do not affect Company’s right to payment for Products related to usage in excess of the Licensed Entitlements.

18.3 Notices. All notices required under this Agreement must be in writing and delivered to the address designated on the account for Customer, and for Hypori via email at contracts-legal@hypori.com. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation

of receipt; or (iii) five (5) days after depositing in the mail. A copy of all legal notices from Customer to Company must be sent to contracts-legal@hypori.com.

18.4 Entire Agreement; Order of Precedence. The Agreement states the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Any conflict between these terms and any supplementary terms is subject to the following order of precedence: (1) an Order, and (2) this End User Agreement. No terms or conditions contained in any Customer Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Company license program terms under which an Order is submitted. This Agreement may be updated by Company from time to time without notice. Customer's continued access to and use of the Products constitutes acceptance of the then-current terms.

18.5 Headings. Captions and headings used in this Agreement are for convenience only, are not a part of this Agreement, and are not to be used in interpreting or construing this Agreement.

18.6 Validity. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the other provisions remain in full force and effect.

18.7 Relationship Between Parties. The parties are independent contractors, and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's Affiliates may fulfill obligations under an Order, and such activity is not considered to be a subcontracted responsibility.

18.8 Resellers. Company Authorized Resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Company.

18.9 Waiver. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

18.10 Force Majeure. Neither party will be responsible or have any liability for any delay or failure to perform obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or Third Party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

18.11 Governing Law and Venue.

(a) For commercial customers, this Agreement is governed by the laws of the Commonwealth of Virginia, and Customer must institute any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Fairfax County, Virginia. Customer hereby (i) waives any objection that it may have to Company instituting any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Fairfax County, Virginia, and (ii) irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. For U.S. Government customers, federal law applies.

(b) The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

(c) In the event of any controversy or claim arising out of or relating to this Agreement, the parties will attempt to reach an amicable solution satisfactory to both Parties. If the Parties do not reach resolution within a period of 60 days, the parties shall submit to binding arbitration, conducted by a single arbiter under the rules and regulations of the American Arbitration Association (AAA). The arbiter's determination may be entered in any court within a competent jurisdiction.

(d) The non-prevailing party shall pay all reasonable costs, including attorney fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement. Attorney's fees are deemed direct damages for the purposes of this Agreement.

(e) For U.S. Government Customers, disputes shall be resolved in accordance with the Contract Disputes Act (41 U.S.C. §§ 7101-7109).

18.12 Disputes. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will attempt to reach an amicable solution satisfactory to both Parties. If the Parties do not reach resolution within a period of 60 days, the parties shall submit to binding arbitration, conducted by a single arbiter, under the rules and regulations of the American Arbitration Association (AAA). The arbiter's determination may be entered any court of competent jurisdiction. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18.13 Third Party Beneficiary. Except as expressly stated, the Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any Third Party.

18.14 Survival. The provisions of Sections 1 (Definitions), 3.7 (Limitations on Use), 6 (Intellectual Property), 9.4 (Effect of Termination), 10 (Warranties and Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), 14 (Export Restriction and Compliance with Laws), 16 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 7 (Confidentiality) survive any termination of the Agreement for three (3) years, except for trade secrets which shall remain confidential for so long as they remain trade secrets.

18.15 Inconsistencies. To the extent Customer is a U.S. Government entity, any provision inconsistent with applicable federal law shall be deemed modified to conform to such law.

18.16 Order of Precedence. In the event of conflict between the documents comprising the Agreement, the following order of precedence applies:

- (a) Order
- (b) Service Level Agreement
- (c) Data Processing Addendum
- (d) Security Exhibit, if applicable
- (e) this Agreement

For U.S. Government Customers, any applicable federal contract or task order shall take precedence over this Agreement to the extent required by law.