

HYPORI, INC.
MASTER SUBSCRIPTION AGREEMENT

Last Updated: May 2026

Where Customer's procurement process requires a countersigned agreement, Hypori will provide a countersigned copy upon written request to contracts-legal@hypori.com. The absence of a countersigned copy does not affect the enforceability of this MSA as to Customer's use of the Products.

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This MASTER SUBSCRIPTION AGREEMENT (this “**MSA**” or “**Agreement**”) is entered into between Hypori, Inc. (“**Hypori**” or “**Company**”) and the entity identified in the applicable Order (“**Customer**”). This MSA governs Customer's access to and use of Hypori's Cloud Service Offerings and related products and services. By executing an Order referencing this MSA, or by accessing or using Hypori Products, Customer agrees to be bound by this Agreement.

Note to Customers: Hypori's standard End User License Agreement (“**EULA**”) governs individual use of the Hypori Products. This MSA is provided for enterprise customers whose procurement processes require a master agreement framework.

Customer's and Authorized Users' access to and use of the Products are governed by the EULA, including the telemetry, monitoring, data collection, and consent provisions contained therein.

In all cases, the EULA terms are incorporated herein by reference and the order of precedence in Section 15 governs any conflicts.

1. DEFINITIONS

Capitalized terms used but not defined in this MSA have the meanings given to them in the Hypori EULA, which is incorporated herein by reference. The following additional terms apply under this MSA:

1.1 “Deployment Model” means the specific configuration in which the Products are delivered to Customer, as specified in the applicable Order, including: (a) Hypori Hosted Cloud; (b) Hypori Government Cloud; (c) Hypori Private On-Premise; (d) Hypori Lyte, including Lyte for Secure Messaging, Lyte for Enterprise Browser, and Lyte for Applications, each as a lightweight SaaS deployment; and (e) such other deployment options as Hypori may make available from time to time.

1.2 “Effective Date” means the date on which the first Order referencing this MSA is executed by both parties.

1.3 “Order” has the same meaning as “**Order**” as defined in the Hypori EULA, which is incorporated into this MSA by reference.

1.4 “Product” means the Hypori Secure Workspace Ecosystem and all products and services made available to Customer under this MSA, including Hypori Mobile, Hypori Lyte for Secure Messaging, Hypori Lyte for Enterprise Browser, Hypori Lyte for Applications, Hypori Secure Messaging, and any future products or services that Hypori makes available under an applicable Order. The specific Products licensed to Customer are identified in the applicable Order.

1.5 “Statement of Work” or “SOW” means a written document executed by both parties describing the scope, deliverables, timeline, and fees for Consulting Services (as defined in the EULA) to be performed by Hypori under this MSA.

1.6 “**Term**” has the same meaning as “**Term**” as defined in the Hypori EULA, which is incorporated into this MSA by reference.

2. STRUCTURE OF THE AGREEMENT

2.1 Framework Agreement. This MSA establishes the general terms and conditions governing the relationship between Hypori and Customer. Each Order and SOW executed hereunder is incorporated into and governed by this MSA.

2.2 EULA Incorporation. The EULA is incorporated into this MSA by reference and applies to all use of the Hypori Products by Customer and its Authorized Users. In the event of a conflict between this MSA and the EULA on general terms, this MSA governs. In the event of a conflict between an Order and either this MSA or the EULA on commercial terms, the Order governs.

2.3 Multiple Orders. The parties may execute multiple Order and SOWs under this MSA during the Term. Each Order and SOW constitutes a separate binding agreement incorporating the terms of this MSA.

3. SUBSCRIPTIONS AND ACCESS

3.1 Grant of Rights. Subject to the terms of this MSA, the applicable Order, and the EULA, Hypori grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Hypori Cloud Service Offerings identified in each Order during the applicable Term, solely for Customer’s internal business purposes.

3.2 Authorized Users. Customer may permit its Authorized Users to access and use the Products solely in accordance with this MSA and the EULA. Customer is responsible for all acts and omissions of its Authorized Users. Customer shall ensure that the number of Authorized Users does not exceed the Licensed Entitlements specified in the applicable Order.

3.3 Deployment Models. The applicable Deployment Model for each Subscription shall be specified in the Order. Available Deployment Models include Hypori Mobile, Hypori Government Cloud, Hypori Private On-Premise, and the Hypori Lyte family of lightweight deployments (Lyte for Secure Messaging, Lyte for Enterprise Browser, and Lyte for Applications), each as defined in the EULA. Customer acknowledges that Hypori Lyte deployments may have different feature sets, data handling characteristics, and compliance certifications than Hypori Mobile. The specific capabilities and applicable compliance certifications for each Deployment Model are described in the applicable Order and product documentation.

3.4 Restrictions. Customer's use of the Products is subject to the use restrictions set forth in the EULA and Hypori's Acceptable Use Policy (“**AUP**”), available at hypori.com/legal, both of which are incorporated into this MSA by reference.

3.5 Licensed Entitlements and Virtual Workspaces. Customer's right to access and use the Products is limited to the Licensed Entitlements specified in the applicable Order. Customer shall not exceed its Licensed Entitlements without submitting a new or amended Order. Where multiple Orders are active concurrently, Licensed Entitlements are cumulative unless otherwise specified.

3.6 Subscription Renewal.

3.6.1 Auto-Renewal. Unless otherwise specified in an Order, each Term will automatically renew for successive periods equal to the expiring Term at Hypori's then-current list pricing, unless either party provides written notice of non-renewal at least 60 days prior to the end of the then-current Term.

3.6.2 Renewal Pricing. Hypori will provide Customer with written notice of any pricing changes applicable to a renewal term at least 60 days prior to the renewal date. If Customer does not provide a non-renewal notice following receipt of a pricing change notice, Customer's continued use of the Products constitutes acceptance of the updated pricing.

3.6.3 Non-Renewal. If either party elects not to renew, Customer's access to the Products will cease at the end of the then-current Term. Hypori will provide Customer with a period of not less than thirty (30) days following expiration to retrieve Customer Content in a commercially standard format.

3.7 Suspension Rights. In addition to Hypori's suspension right for non-payment set forth in Section 5.2, Hypori may suspend Customer's or any Authorized User's access to the Products, in whole or in part, immediately upon written notice if: (a) Customer's or an Authorized User's use of the Products poses an immediate security risk to Hypori, the Products, or other customers; (b) Customer or an Authorized User is using the Products in material violation of applicable law or the acceptable use restrictions in the EULA; (c) Customer's access has been compromised and suspension is necessary to protect the integrity of the Products or Customer Content; or (d) Hypori is required to suspend access by a government authority or applicable law. Hypori will use commercially reasonable efforts to provide advance notice of suspension where practicable and will restore access promptly once the applicable condition has been resolved. Suspension does not relieve Customer of its payment obligations.

3.8 Extraordinary Corporate Events. Customer's Licensed Entitlements do not automatically extend to entities, users, or divisions added to Customer's organization as a result of a merger, acquisition, or similar transaction (each an "Extraordinary Corporate Event"). Any expansion of Licensed Entitlements resulting from an Extraordinary Corporate Event requires a new or amended Order executed by both parties. In the event of a divestiture or reduction in Customer's organization, Customer remains responsible for all fees under active Orders for the remainder of the then-current Term, and no refunds or credits shall be issued unless otherwise agreed in writing. The parties shall negotiate in good faith regarding adjustments to Licensed Entitlements following an Extraordinary Corporate Event.

3.9 Data Residency. Where Customer's Order specifies a regional data residency configuration, Hypori will use commercially reasonable efforts to store and process Customer Content within the designated region. Hypori does not guarantee that all components of the Products or all subprocessors will operate exclusively within the designated region. Customer is responsible for determining whether Hypori's data residency capabilities satisfy Customer's applicable data sovereignty or regulatory requirements prior to execution of an Order.

4. FedRAMP Authorization Remedy. If Hypori's FedRAMP High authorization for the Hypori Government Cloud lapses solely due to Hypori's failure to fulfill its obligations under its FedRAMP authorization program, Customer may terminate the applicable Order for convenience and Hypori will refund prepaid fees on a prorated basis from the date of lapse. This termination right does not apply if the lapse results from a government-initiated action outside Hypori's reasonable control, including revocation or non-renewal of a customer agency's Authority to Operate, changes in government policy, or other causes outside Hypori's reasonable control.

5. CONSULTING SERVICES

5.1 SOW Requirement. Hypori will provide Consulting Services only pursuant to a mutually executed SOW. Each SOW shall describe the scope of services, deliverables, project timeline, personnel, fees, and any other relevant terms.

5.2 Performance Standard. Hypori will perform Consulting Services using personnel with reasonable skill and care consistent with generally accepted industry standards. Hypori does not warrant that every issue raised will be resolved within a specified time.

5.3 Customer Responsibilities. Customer shall provide Hypori with timely access to personnel, systems, information, and facilities reasonably necessary for Hypori to perform Consulting Services. Hypori shall not be liable for delays caused by Customer's failure to fulfill these responsibilities.

5.4 Change Orders. Either party may request changes to the scope of a SOW. No change is effective unless documented in a written change order executed by both parties.

5.5 Termination of SOW. Either party may terminate a SOW upon 30 days prior written notice. Upon termination by Customer for any reason other than Hypori's uncured material breach, Customer shall pay Hypori for all work performed and non-cancellable costs incurred through the termination date.

6. FINANCIAL TERMS

6.1 Fees. Customer shall pay all fees specified in each Order in accordance with the payment terms therein. Unless otherwise specified, invoices are due net 30 days from the invoice date.

6.2 Late Payment. Undisputed amounts not paid when due accrue interest at one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower. Hypori may suspend access to the Products upon ten (10) days written notice if Customer fails to cure non-payment.

6.3 Taxes. All fees are exclusive of applicable taxes. Customer is responsible for all taxes, levies, or duties imposed by taxing authorities based on this Agreement, excluding taxes based on Hypori's net income.

6.4 Multi-Year Subscriptions. Fees for multi-year Subscriptions are non-cancellable for the full Term. For U.S. Government Customers, financial obligations are subject to availability of appropriated funds and the Anti-Deficiency Act.

6.5 Disputes. Customer must notify Hypori in writing of any good-faith fee dispute within 30 days of the invoice date. The parties shall work in good faith to resolve disputes within 30 days of notice. Undisputed amounts remain due during any dispute.

7. INTELLECTUAL PROPERTY

7.1 Hypori IP and Customer IP. The intellectual property rights and ownership provisions set forth in the EULA apply to all Products and Customer Content accessed under this MSA and are incorporated herein by reference.

7.2 Feedback. Customer grants Hypori an irrevocable, worldwide, royalty-free, perpetual license to use any Feedback provided by Customer for any purpose, including improving the Products, subject to the confidentiality obligations in Section 7.

7.3 Deliverables. As between the parties, ownership of deliverables created under a SOW is allocated as follows: (a) Hypori retains all right, title, and interest in and to its pre-existing intellectual property, tools, methodologies, templates, frameworks, and any general-purpose materials developed in the course of performing Consulting Services that are not created exclusively for Customer ("**Hypori Background IP**"); (b) Customer owns all right, title, and interest in and to work product and deliverables that are created exclusively for Customer pursuant to a SOW and that do not incorporate Hypori Background IP ("**Custom**

Deliverables"); and (c) where a Custom Deliverable incorporates Hypori Background IP, Hypori retains ownership of the Hypori Background IP components and Customer owns the remaining elements of the Custom Deliverable, and each party grants the other a non-exclusive, royalty-free license to use the other party's components solely as necessary to use the deliverable as a whole. Hypori grants Customer a perpetual, non-exclusive, royalty-free license to use any Hypori Background IP incorporated in a Custom Deliverable solely for Customer's internal business purposes. Nothing in a SOW transfers ownership of Hypori's platform, software, cloud services, or underlying technology to Customer.

8. CONFIDENTIALITY

The confidentiality obligations set forth in the EULA apply to all Confidential Information exchanged under this MSA, including in connection with Orders and SOWs. Those obligations are incorporated herein by reference. The parties acknowledge that the terms and conditions of this MSA and each Order constitute Confidential Information of both parties.

9. SECURITY AND DATA PRIVACY

9.1 Security Program. Hypori's security program obligations are set forth in the EULA and incorporated into this MSA by reference.

9.2 Data Processing. To the extent Hypori processes personal information or Personal Data on Customer's behalf, such processing is governed by Hypori's Data Processing Addendum ("**DPA**"), which is incorporated into this MSA by reference and applies automatically. In the event of conflict between the DPA and this MSA regarding Personal Data processing, the DPA governs.

9.3 Incident Notification. Hypori's incident notification obligations are set forth in the EULA and incorporated into this MSA by reference.

9.4 Hypori Secure Messaging. Notwithstanding any provision in this MSA or the EULA stating that data does not reside on Hypori's infrastructure, Hypori Secure Messaging — whether deployed as part of Hypori Mobile or as Hypori Lyte for Secure Messaging — stores messages, attachments, and associated metadata within Hypori's secure cloud infrastructure on behalf of Customer for the purpose of delivering the messaging service and supporting Customer's audit, retention, and compliance requirements. Such storage occurs within Customer's designated security boundary in Hypori's FedRAMP High authorized AWS infrastructure and is governed by Customer's retention and data governance policies as configured by Customer's administrator. Hypori does not use message content or attachments for its own commercial purposes. The processing of any Personal Data contained in messages or attachments is governed by the DPA incorporated into this MSA pursuant to Section 9.2.

10. WARRANTIES

The warranties and disclaimers set forth in the EULA apply to all Products and services provided under this MSA and are incorporated herein by reference. Hypori provides no warranties beyond those expressly stated in the EULA.

11. INDEMNIFICATION

The indemnification obligations set forth in the EULA apply under this MSA and are incorporated herein by reference. Hypori's IP indemnification obligations and Customer's obligations with respect to Customer Content apply to all Products accessed under this MSA.

12. LIMITATION OF LIABILITY

The limitation of liability provisions set forth in the EULA apply to all claims arising under this MSA and are incorporated herein by reference. For purposes of calculating the liability cap under this MSA, fees paid or payable across all Orders in the 12 months preceding the incident shall be aggregated.

13. TERM AND TERMINATION

13.1 MSA Term. This MSA commences on the Effective Date and continues until all Orders and SOWs hereunder have expired or been terminated, unless earlier terminated in accordance with this Section.

13.2 Termination for Cause. Either party may terminate this MSA or any Order or SOW if the other party materially breaches this MSA and fails to cure such breach within 30 days of written notice. Either party may immediately terminate upon the other party's insolvency, bankruptcy, or cessation of business.

13.3 Termination for Convenience. Customer may terminate this MSA upon 30 days' written notice to Hypori, provided that all active Orders and SOWs are simultaneously terminated in accordance with their terms. Fees for the remaining Term of any non-cancellable Order remain due upon termination for convenience.

13.4 Effect of Termination. Upon termination or expiration, Customer's access to the Products ceases immediately. Hypori will provide Customer a period of not less than 30 days to retrieve Customer Content in a commercially standard format. The following sections survive termination or expiration of this MSA: Section 7 (Intellectual Property), Section 8 (Confidentiality), Section 9.2 (Data Processing) solely with respect to Personal Data processed prior to termination, Section 9.3 (Incident Notification) solely with respect to incidents discovered after termination that relate to pre-termination processing, Section 10 (Warranties), Section 11 (Indemnification), Section 12 (Limitation of Liability), Section 14 (General Provisions), and any payment obligations accrued prior to termination.

14. GENERAL PROVISIONS

14.1 Governing Law. This MSA is governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles. Except for emergency injunctive relief and claims determined to be non-arbitrable under this Section, all disputes shall be resolved exclusively through binding arbitration under AAA rules and not through litigation in any court. Either party may seek interim or emergency injunctive or equitable relief solely from the state or federal courts in Fairfax County, Virginia, to preserve the status quo pending arbitration or to enforce an arbitral award. Each party irrevocably consents to the personal jurisdiction of such courts for that limited purpose.

Virginia law governs all claims arising under or related to this MSA, including claims sounding in contract, tort, statute, or equity. The parties agree that Virginia law applies exclusively to claims arising under state electronic communications interception, privacy, consumer protection, or pen register statutes — including but not limited to CIPA (Cal. Penal Code § 630 et seq.), California's pen register statute (Cal. Penal Code § 638.50 et seq.), the Pennsylvania Wiretapping and Electronic Surveillance Control Act, and similar statutes — and that such laws are contractually displaced to the fullest extent permissible. The parties acknowledge that Virginia is a one-party consent state and that Hypori's consent to technical data collection necessary to operate the Products constitutes sufficient consent under Virginia law.

14.2 General Venue. For any claim determined to be non-arbitrable, or arising from a category expressly excluded from arbitration under this MSA — including intellectual property infringement claims, claims arising under the Contract Disputes Act, and any other claim a court determines cannot be compelled to arbitration — the parties irrevocably agree that exclusive jurisdiction and venue lies in the state or federal courts in Fairfax County, Virginia. Each party submits to the personal jurisdiction of such courts and waives any objection to venue including inconvenient forum, improper venue, or lack of personal jurisdiction. This venue provision applies to all non-arbitrable claims regardless of legal theory, including claims in tort, statute,

equity, or contract. For U.S. Government Customers, non-arbitrable disputes shall be resolved under the Contract Disputes Act (41 U.S.C. §§ 7101-7109), which takes precedence over this provision solely to the extent required by law.

14.3 Dispute Resolution.

(a) Informal Resolution. Before initiating arbitration, the claiming party must provide sixty (60) days written notice describing the dispute and relief sought. If unresolved after 60 days, either party may initiate arbitration.

(b) Binding Arbitration. Except as provided in the Exceptions subsection below, all disputes arising out of or relating to this MSA — regardless of legal theory including contract, tort, statute, or equity — shall be resolved by binding arbitration before a single AAA arbitrator under AAA Commercial Arbitration Rules, seated in Fairfax County, Virginia or by videoconference. The arbitrator's award is final and may be entered in any court of competent jurisdiction.

(c) CLASS ACTION WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT ANY DISPUTE SHALL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO ALL CLAIMS REGARDLESS OF LEGAL THEORY — INCLUDING CLAIMS ARISING UNDER FEDERAL OR STATE ELECTRONIC COMMUNICATIONS, PRIVACY, WIRETAPPING, OR CONSUMER PROTECTION STATUTES. IF THIS WAIVER IS FOUND UNENFORCEABLE WITH RESPECT TO ANY PARTICULAR CLAIM, THAT CLAIM SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS WAIVER IS FOUND WHOLLY UNENFORCEABLE, THE ARBITRATION AGREEMENT SHALL BE NULL AND VOID IN ITS ENTIRETY.

(d) Jury Waiver. EACH PARTY WAIVES ALL RIGHT TO JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW. ANY NON-ARBITRABLE CLAIM SHALL BE RESOLVED BY A JUDGE WITHOUT A JURY IN THE COURTS SPECIFIED IN THIS SECTION. If such jury waiver is unenforceable with respect to a non-arbitrable claim, that claim shall be resolved by a judge sitting without a jury. This waiver applies to all claims whether sounding in contract, tort, statute, or equity.

(e) Privacy, Electronic Communications, and Pen Register Claims. Claims arising under electronic communications, interception, privacy, consumer protection, pen register, or similar statutes — including California Penal Code § 638.51 and 18 U.S.C. § 3121 — are subject to this arbitration requirement. The arbitrator has exclusive jurisdiction to determine arbitrability of such claims. The parties expressly agree that California Penal Code § 638.51 does not apply to claims between the parties arising from Hypori's operation of the Products, to the fullest extent that such law may be contractually displaced by Virginia law.

(f) Exceptions. The following are not subject to arbitration: (i) emergency injunctive relief; (ii) intellectual property infringement claims; (iii) Contract Disputes Act claims for U.S. Government Customers; and (iv) claims applicable law requires be resolved in court. All such claims shall be resolved as provided in the Governing Law and General Venue subsections of Section 14.

(g) Governing Rules. This arbitration agreement is governed by the Federal Arbitration Act. Virginia substantive law applies.

14.4 Assignment. Neither party may assign this MSA without the other party's prior written consent, not to be unreasonably withheld, except in connection with a merger, acquisition, or sale of all or substantially all assets, provided the assignee assumes all obligations in writing.

14.5 Force Majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control, including acts of God, government actions, pandemics, cyberattacks, or infrastructure failures.

14.6 Notices. All legal notices under this MSA shall be delivered in writing to the addresses specified in the applicable Order, and for Hypori to contracts-legal@hypori.com and Hypori, Inc., Attn: Legal Department, 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191.

14.7 Entire Agreement. This MSA, together with the EULA, all Orders, SOWs, and the DPA, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings. No amendment to this MSA is effective unless agreed in writing by authorized representatives of both parties or posted by Hypori in accordance with Section 14.15 (Website Posting and Updates). Customer acknowledges that it has not relied on any representation, warranty, or statement not expressly set forth in this MSA or the applicable Order in deciding to access or use the Products.

14.8 Severability. If any provision of this MSA is held invalid or unenforceable, the remaining provisions continue in full force.

14.9 Waiver. Failure to enforce any provision of this MSA is not a waiver of the right to enforce it in the future.

14.10 Counterparts. This MSA may be executed in counterparts, including electronic signatures, each of which is deemed an original.

14.11 Electronic Communications. By accessing or using the Products or executing an Order referencing this MSA, Customer consents to receive communications from Hypori electronically, including by email, in-product notification, or posting to the Hypori website. Electronic communications from Hypori satisfy any legal requirement that such communications be in writing, consistent with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act (UETA) as adopted in Virginia. Customer may withdraw this consent by contacting Hypori at contracts-legal@hypori.com, provided that withdrawal may limit Hypori's ability to provide certain Products or communications.

14.12 Representations on Acceptance. By accepting this MSA, Customer represents and warrants that: (a) Customer has the legal capacity and authority to enter into this MSA; (b) if accepting on behalf of an organization, the individual accepting has authority to bind that organization to this MSA; (c) Customer's entry into and performance of this MSA does not violate any applicable law or any agreement to which Customer is a party; and (d) Customer is not a sanctioned entity, restricted party, or located in a jurisdiction where access to the Products is unlawful under applicable U.S. or international law.

14.13 Accessibility. Hypori is committed to making its Products and legal documents accessible to users with disabilities. If Customer or any Authorized User requires this MSA or the Products in an alternative accessible format, please contact Hypori at contracts-legal@hypori.com or Hypori, Inc., Attn: Legal Department, 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191. Hypori will use commercially reasonable efforts to provide the requested accommodation.

14.14 DMCA / Copyright. Hypori respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512), copyright infringement notices should be directed to Hypori's designated copyright agent at: Hypori, Inc., Attn: DMCA Agent / Legal Department, 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191, contracts-legal@hypori.com. The notice requirements and procedures set forth in the EULA apply to all DMCA notices submitted in connection with this MSA. Hypori

maintains a policy of terminating access of Authorized Users who are determined to be repeat infringers of third-party intellectual property rights in appropriate circumstances, consistent with 17 U.S.C. § 512(i).

14.15 Website Posting and Updates. Hypori may update this MSA from time to time for future Orders by posting a revised version at hypori.com/legal. Material changes will not apply retroactively to active Orders unless agreed by the parties in writing.

15. U.S. GOVERNMENT CUSTOMERS

For U.S. Government Customers, this MSA is subject to applicable federal procurement law, including FAR 12.212, FAR 52.212-4, DFARS 227.7202, and the Contract Disputes Act. Any provision inconsistent with applicable federal law shall be deemed modified to conform to such law. Payment terms are governed by the Prompt Payment Act. Termination for convenience is governed by FAR Part 49.

16. ORDER OF PRECEDENCE

In the event of conflict between the documents comprising this Agreement, the following order of precedence applies, with each document taking precedence over those listed below it:

(a) Order (b) Statement of Work (c) This Master Subscription Agreement (d) Service Level Agreement (e) Data Processing Addendum (f) Hypori EULA.

Orders govern the commercial details of each Subscription. This MSA governs all general terms not addressed in an Order. The EULA governs end user conduct and product-specific terms not addressed in this MSA or an Order. No terms in any Customer purchase order, procurement document, or reseller agreement that conflict with or add to this Agreement shall have any effect unless expressly agreed in a written amendment signed by authorized representatives of both parties.