

**HYPORI, INC.
TERMS OF SERVICE**

Last Updated: May 4, 2026

Effective for all users accessing Hypori Products on or after May 4, 2026

These TERMS OF SERVICE (these “**Terms**”) govern your access to and use of the Hypori platform, software, cloud services, and related products and services (collectively, the “**Products**”) provided by Hypori, Inc. (“**Hypori**,” “**we**,” “**us**,” or “**our**”). Please read these Terms carefully before using the Products.

These Terms of Service govern your access to and use of the Hypori Secure Workspace Ecosystem, including Hypori Mobile, Hypori Lyte for Secure Messaging, Hypori Lyte for Enterprise Browser, Hypori Lyte for Applications, and Hypori Secure Messaging (collectively, the “**Products**”). The specific Products available to you are determined by your organization's agreement with Hypori.

By accessing or using the Products, you agree to comply with these Terms and your organization's agreement with Hypori.

If you are accessing the Products on behalf of an organization, you represent that you are authorized to do so.

Hypori may update these Terms from time to time by posting a revised version at www.hypori.com/legal. Continued use after the effective date constitutes acceptance of the revised Terms.

1. WHO WE ARE

Hypori, Inc. is a Virginia-based technology company that provides secure virtual workspace solutions for enterprise and federal Government customers. Our Products allow organizations to deliver secure, policy-controlled access to enterprise applications and data from any device.

2. ELIGIBILITY

2.1 Age Requirement. You must be at least 18 years old to use the Products. By using the Products, you represent that you are at least 18 years of age.

2.2 Authorization. You represent that you are authorized by your organization to access the Products under your organization's agreement with Hypori. If your organization has not entered into an agreement with Hypori, you may not access the Products. The Products are intended for use in jurisdictions where they are lawfully available. Access from jurisdictions where such access is illegal is prohibited. You are responsible for compliance with all local laws applicable to your use of the Products.

2.3 Sanctions. You may not access or use the Products in violation of applicable export control or sanctions laws.

2.4 U.S. Persons. Access to Hypori Government Cloud may be restricted based on security, citizenship, residency, clearance, or eligibility requirements.

2.5 Children. The Hypori Products are not directed to children under the age of 13 and Hypori does not knowingly collect personal information from children under 13. If you are under 13, do not access or use the Products. If Hypori becomes aware that it has collected personal information from a child under 13 without verifiable parental consent, Hypori will take steps to delete that information promptly. If you believe Hypori has inadvertently collected information from a child under 13, please contact Hypori at contracts-legal@hypori.com. Users between the ages of 13 and 18 may only use the Products with the involvement and consent of a parent or legal guardian who agrees to be bound by these Terms.

3. YOUR ACCOUNT

3.1 Account Credentials. You are responsible for maintaining the confidentiality of your account credentials. You agree not to share your credentials with any other person. You are responsible for all activity that occurs under your account.

3.2 Unauthorized Access. You must notify your organization's administrator and Hypori immediately if you suspect unauthorized access to your account.

3.3 Account Accuracy. You agree to provide accurate and complete information when creating or maintaining your account and to update such information as necessary.

4. ACCEPTABLE USE

You agree to use the Products only for lawful business purposes and in accordance with these Terms, your organization's policies, and applicable law. You agree that you will not:

- misuse the Products;
- interfere with the operation or security of the Products;
- attempt to gain unauthorized access to the Products or related systems;
- use the Products in violation of applicable law or your organization's policies; or
- permit unauthorized individuals to access the Products using your credentials.

Additional technical, security, licensing, and use restrictions applicable to the Products are set forth in the Hypori End User License Agreement ("**EULA**") and Hypori's Acceptable Use Policy ("**AUP**"), available at www.hypori.com/legal.

Hypori Secure Messaging. If you use Hypori Secure Messaging or Hypori Lyte for Secure Messaging, you must not: (a) use the messaging platform to share content that infringes the intellectual property rights of any third party; (b) share files containing malware, viruses, or other malicious code; (c) use the messaging platform to harass, threaten, or harm other users; (d) attempt to export, download, or transfer content outside the secure messaging environment in violation of your organization's data governance policies; or (e) use the messaging platform for any purpose not authorized by your organization. Your organization's administrator controls access to and retention of messages and attachments in accordance with applicable compliance requirements.

5. GOVERNMENT CLOUD USERS

5.1 Restricted Access. Access to Hypori Government Cloud is restricted to authorized personnel who meet applicable eligibility and compliance requirements established by your organization and Hypori.

5.2 Unauthorized Use. Unauthorized use of Hypori Government Cloud will be reported to your organization, will result in termination of your access, and may be referred to appropriate legal authorities.

6. INTELLECTUAL PROPERTY

6.1 Hypori IP. The Products, including all software, interfaces, content, documentation, and underlying technology, are owned by Hypori and protected by intellectual property laws. These Terms do not grant you any ownership interest in the Products.

6.2 Limited License. Subject to these Terms and your organization's agreement with Hypori, Hypori grants you a limited, personal, non-transferable, non-sublicensable license to access and use the Products solely for your organization's authorized internal business purposes.

6.3 Your Content. You retain ownership of any content you submit to or access through the Products. You grant Hypori a limited license to process your content solely to provide the Products to you and your organization.

6.4 Feedback. If you provide Hypori with suggestions, ideas, or feedback about the Products, Hypori may use that feedback without restriction or compensation to you.

6.5 Copyright Complaints. Hypori respects the intellectual property rights of others and responds to valid copyright infringement notices in accordance with applicable law. Copyright complaints regarding the Products may be submitted to contracts-legal@hypori.com.

7. PRIVACY AND DATA

7.1 Data Security. Hypori maintains a written information security program aligned to recognized industry standards. Your organization's agreement with Hypori governs Hypori's data security obligations with respect to your organization's data.

7.2 Hypori Secure Messaging Data. If your organization has enabled Hypori Secure Messaging or Hypori Lyte for Secure Messaging, messages, attachments, and metadata you send or receive are stored within Hypori's secure cloud infrastructure on behalf of your organization. Such data is subject to your organization's retention and audit policies as configured by your organization's administrator. Your organization — not Hypori — controls how long your messages are retained and who within your organization can access them for audit or compliance purposes. Hypori does not use your message content for its own commercial purposes. For more information about how Hypori processes data in connection with Secure Messaging, please refer to the Privacy Statement in Connection with the Use of Hypori Products at hypori.com/privacy.

7.3 AI Restriction. Hypori will not use your content to train or improve generalized AI or machine learning models without your organization's prior written consent.

7.4 Telemetry. Hypori may collect, process, monitor, and analyze technical, diagnostic, telemetry, usage, and performance data necessary to operate, secure, maintain, support, and improve the Products, subject to applicable law and Hypori's Privacy Policy.

7.5 Privacy Policy. Hypori's Privacy Policy, available at <https://hypori.com/legal>, describes how personal information is collected, used, shared, and protected in connection with the Products.

7.6 Cookie Policy. Hypori's website and Products may use cookies and similar technologies as described in Hypori's Cookie Policy available at <https://hypori.com/legal>.

7.7 Processing of Personal Information. The processing of personal information in connection with the Products is governed by Hypori's Privacy Policy, Data Processing Addendum, and your organization's agreement with Hypori, as applicable.

7.8 Jurisdiction-Specific Privacy Rights. Additional privacy disclosures, jurisdiction-specific rights notices, and international data transfer information are available in Hypori's Privacy Policy.

8. SECURITY RESPONSIBILITIES

You are responsible for protecting your account credentials, promptly reporting suspected security incidents, and complying with your organization's applicable security policies regarding use of the Products.

9. AVAILABILITY AND UPDATES

9.1 Availability. Hypori uses commercially reasonable efforts to make the Products available. Availability may vary due to maintenance, updates, or factors outside Hypori's reasonable control. Hypori is not liable for temporary unavailability except as provided in any applicable Service Level Agreement.

9.2 Updates. Hypori may deploy updates, patches, and configuration changes to the Products at any time, including updates required for security or performance. Certain updates may be mandatory. Hypori may modify or update features, provided such changes do not materially degrade core functionality.

9.3 Evaluation Features. Features offered in preview, beta, or evaluation form are provided "as is" without warranty and may be modified or discontinued at any time.

10. DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED IN YOUR ORGANIZATION'S AGREEMENT WITH HYPORI, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. HYPORI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HYPORI DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL CODE.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HYPORI'S LIABILITY TO YOU AS AN INDIVIDUAL USER SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). HYPORI IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PRODUCTS.

These limitations do not affect your organization's rights and remedies under its separate agreement with Hypori.

12. TERMINATION OF ACCESS

12.1 By Your Organization. Your access to the Products is contingent on your organization's active agreement with Hypori. If your organization's agreement terminates or expires, your access will cease.

12.2 By Hypori. Hypori may suspend or terminate your individual access to the Products immediately if you violate these Terms, your organization's policies, or applicable law, or if your access poses a security risk to the Products or other users.

12.3 Effect. Upon termination of your access, you must immediately cease using the Products. Sections 6 (Intellectual Property), 7 (Privacy and Data), 10 (Disclaimers), 11 (Limitation of Liability), and the General section of these Terms survive termination. Any obligations you incurred prior to termination remain in full force.

13. CONSUMER PROTECTION RESERVATION

Nothing in these Terms limits any rights that you may have under applicable consumer protection laws in your jurisdiction that cannot be waived by contract. To the extent any provision of these Terms conflicts with a non-waivable statutory right under applicable law, that provision shall be deemed modified to the minimum extent necessary to conform to such law, and the remaining provisions shall continue in full force and effect.

14. DMCA — COPYRIGHT INFRINGEMENT NOTICE

Hypori respects the intellectual property rights of others and expects users of the Products to do the same. If you believe that content accessible through the Products infringes your copyright, you may submit a notice to Hypori's designated DMCA agent containing the following information as required by 17 U.S.C. §

512(c)(3): (i) a physical or electronic signature of the copyright owner or authorized agent; (ii) identification of the copyrighted work claimed to be infringed; (iii) identification of the allegedly infringing material and its location within the Products; (iv) your contact information; (v) a statement that you have a good faith belief that the use is not authorized; and (vi) a statement under penalty of perjury that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

DMCA notices should be sent to: Hypori, Inc., Attn: DMCA Agent, 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191, or by email to contracts-legal@hypori.com with the subject line "DMCA Notice." Hypori will respond to valid DMCA notices in accordance with applicable law. Hypori will terminate your access to the Products if you are determined to be a repeat infringer of third-party intellectual property rights.

15. ACCESSIBILITY

Hypori is committed to making its Products and legal documents accessible to users with disabilities. If you require these Terms in an alternative format, or if you experience difficulty accessing any portion of the Products due to a disability, please contact Hypori at contracts-legal@hypori.com or 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191. Hypori will use commercially reasonable efforts to provide the requested accommodation.

16. THIRD-PARTY CONTENT AND SERVICES

The Products may integrate with, link to, or provide access to third-party applications, services, or content not owned or controlled by Hypori. Hypori does not endorse and is not responsible for any third-party content, services, privacy practices, or terms of use. Your interactions with third-party services are governed solely by the applicable third-party terms, and Hypori disclaims all liability arising from your use of third-party services accessed through or in connection with the Products. You access third-party services at your own risk.

17. DATA COLLECTION AND MONITORING

Hypori collects technical, diagnostic, telemetry, usage, security, and performance data — including log data, session duration, feature usage, and related operational metadata — to operate, secure, maintain, support, analyze, and improve the Products and comply with applicable legal obligations. Hypori does not deploy advertising pixels, session replay tools for marketing purposes, or keystroke loggers within the Products and does not sell your usage data. If your organization has enabled its own monitoring tools within its deployment, that monitoring is controlled by your organization, not Hypori. By using the Products, you consent to this data collection for purposes of applicable electronic communications interception law including ECPA (18 U.S.C. § 2511(2)(d)).

You agree not to use the Products in violation of applicable electronic communications, surveillance, interception, or privacy laws. Hypori does not install or enable third-party pen registers, trap and trace devices, or real-time data interception tools within the Products for advertising, behavioral profiling, or marketing purposes. To the extent Hypori uses third-party service providers in connection with the operation or security of the Products, such providers are contractually prohibited from using data received in connection with the Products for their own independent commercial purposes.

18. GENERAL

18.1 Governing Law. These Terms are governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles. The parties agree that Virginia law governs all claims arising under or related to this Agreement, including claims sounding in tort, statute, or equity, to the fullest extent permitted by applicable law. With respect to claims arising under state electronic communications interception statutes, privacy statutes, or consumer protection statutes, 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. The parties acknowledge that certain technical data collection and monitoring necessary for operation of the Products may be governed by Virginia law.

18.2 General Venue. Except for emergency injunctive relief and claims subject to mandatory arbitration under this Agreement, the parties irrevocably agree that exclusive jurisdiction and venue for all non-arbitrable claims arising out of or relating to these Terms — including claims for intellectual property infringement, claims that applicable law requires be resolved in court, and any claim a court determines cannot be compelled to arbitration — lies in the state or federal courts in Fairfax County, Virginia. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue therein 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.

18.3 Jury Waiver. EACH PARTY HEREBY IRREVOCABLY WAIVES, 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 THESE TERMS OR YOUR USE OF THE PRODUCTS. If this jury waiver is determined to be unenforceable under applicable law in the jurisdiction in which enforcement is sought, any such claim shall be resolved by a judge sitting without a jury in the courts specified in the General Venue provision above. This jury waiver applies to all claims whether sounding in contract, tort, statute, or equity, including claims arising under federal or state electronic communications, privacy, or consumer protection statutes.

18.4 Dispute Resolution.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Informal Resolution First

Before initiating any arbitration or legal proceeding, you agree to contact Hypori at contracts-legal@hypori.com and provide a written description of the dispute, the relief requested, and your contact information. The parties agree to attempt to resolve the dispute informally for 60 days following receipt of the notice before initiating arbitration or litigation.

Binding Arbitration

Except as otherwise provided in these Terms, any dispute, claim, or controversy arising out of or relating to these Terms, the Products, or your use of the Products shall be resolved by binding arbitration on an individual basis.

For individual consumers, arbitration shall be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. For business users, arbitration shall be administered under the AAA Commercial Arbitration Rules. Arbitration may occur in Fairfax County, Virginia or by videoconference at either party's election.

The arbitrator shall have exclusive authority to resolve all disputes regarding the interpretation, applicability, enforceability, or formation of this arbitration provision, including any claim that all or part of this provision is void or voidable.

The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Claims arising under any federal or state electronic communications interception statute, session replay theory, or pixel tracking theory are subject to this arbitration requirement.

Any claim arising under California Penal Code § 638.51, 18 U.S.C. § 3121, or any analogous federal or state pen register or trap and trace statute is subject to this arbitration requirement. The parties expressly agree that California Penal Code § 638.51 does not apply to claims between the parties arising from Hypori's provision or your use of the Products, to the fullest extent that such law may be contractually displaced by Virginia law.

Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND HYPORI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER 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.

18.5 Exceptions. The following disputes are not subject to arbitration and may be brought in the state or federal courts located in Fairfax County, Virginia: (a) claims for emergency injunctive or equitable relief to prevent imminent harm; (b) claims related to intellectual property infringement; and (c) claims that applicable law expressly requires to be resolved in court.

18.6 Opt-Out Right. You may opt out of this arbitration agreement within 30 days of first accepting these Terms by sending written notice to contracts-legal@hypori.com with the subject line "Arbitration Opt-Out" and your name, address, and a clear statement that you are opting out. If you opt out, all disputes will be resolved exclusively in the state or federal courts located in Fairfax County, Virginia.

18.7 Electronic Communications. By using the Products, you consent 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. You may withdraw this consent by contacting Hypori at contracts-legal@hypori.com, provided that withdrawal may result in termination of your access to the Products.

18.8 Entire Agreement. These Terms, together with the applicable Privacy Policy, Cookie Policy, and your organization's agreement with Hypori, constitute the complete agreement governing your use of the Products.

18.9 Contact. If you have questions about these Terms, contact Hypori at contracts-legal@hypori.com or Hypori, Inc., Attn: Legal Department, 1801 Robert Fulton Drive, Ste 340, Reston, VA 20191.