

MOBILEOPS

Software as a Service Agreement

Effective Date: **October 1**, 2025

This Software as a Service Agreement (this "**Agreement**") of MobileOps, Inc. ("**MobileOps**"), which incorporates your Service Order(s) and any addendum to this Agreement between you and MobileOps, is the binding legal agreement that governs access and use by you ("**you**" or "**Customer**") of the SaaS Services, Professional Services, and related services (collectively, the "**Services**"). By signing a Service Order that refers to this Agreement or otherwise indicating your acceptance of this Agreement, you agree to be bound by its terms. If the Services are to be accessed or used by or on behalf of an entity, the individual accepting this Agreement represents that he or she has the authority to bind that entity to this Agreement, and references to "you" or "Company" in this Agreement will refer to that entity. If you do not accept this Agreement, then you may not use the Services.

1. DEFINITIONS

"**Account**" has the meaning given in Section 2.4 (*Account*).

"**Affiliate**" means a person or entity that controls, is controlled by, or is under common control with the subject entity, where "control" means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

"**Applicable Laws**" means all applicable laws, regulations and ordinances at all governmental subdivisions (national/federal, state/provincial/territorial/regional, and local), including Export Control Laws and laws relating to data privacy.

"**Aggregated Data**" means Systems Data and other data and information related to the use of the Services by Customer and other subscribers that is aggregated and anonymized such that neither Customer nor any other customer or person is identifiable as its source. Once aggregated and anonymized, no Customer Data included in Aggregated Data will be deemed to be Customer Data.

"**Asset**" means a vessel or equipment for which Customer will use a SaaS Service.

"**Authorized Users**" means the Representatives of Customer (and, if applicable, its Affiliates) who are authorized by Customer to access and use the Services. Any restrictions on the type or number of Authorized Users will be set forth in the applicable Service Order.

"**Beta Services**" means any module, feature or functionality of a SaaS Service that is designated as "beta" or that is otherwise expressly identified as being for beta testing purposes or unsupported. For the avoidance of doubt, Beta Services are SaaS Services that are subject to this Agreement and any addendum relating to the Beta Services.

"**Confidential Information**" has the meaning given in Section 7 (*Confidentiality*).

"**Customer Data**" means the information, data, and other content that is submitted to or through the Services by Customer and its Authorized Users and the Customer-specific Reports generated by a SaaS Service. Customer Data does not include Systems Data (except for any Customer Data within the Systems Data that has not been de-identified), Aggregated Data or Customer Representative Information.

"**Customer Representative Information**" means Personal Data relating to an employee or other authorized Representative of Customer that is received by MobileOps in connection with procurement, use and payment of the Services (for example, the names and email addresses of account managers and accounts payable personnel).

"Documentation" means the user guides, instructions, training manuals, training videos, and similar documentation that MobileOps provides to Customer at <https://docs.mobileops.app/welcome/> (or a successor site designated by MobileOps), within a SaaS Service, by email, or otherwise.

"Export Control Laws" means Applicable Laws regarding export control or sanctions, embargoed or blocked persons and entities.

"Fees" means the fees for Services and any additional charges set forth in the applicable Service Order and this Agreement.

"Force Majeure Event" has the meaning given in Section 13.3 (*Force Majeure*).

"Intellectual Property" means all trade secrets, Inventions, patents and patent applications, trademarks and service marks (including any goodwill acquired in such marks), trade names, trade dress, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

"Invention" means any work of authorship, invention, know-how, device, design, algorithm, method, process, improvement, concept, idea, expression, or discovery, whether or not copyrightable or patentable and whether or not reduced to practice.

"MobileOps IP" means the SaaS Services (other than Customer Data), the Documentation, the deliverables for any Professional Services (other than Customer Data), MobileOps Systems, Aggregated Data, Systems Data (except for any Customer Data within the Systems Data that has not been de-identified), MobileOps' Confidential Information and all related Intellectual Property. For the avoidance of doubt, MobileOps IP includes MobileOps' templates used for Reports.

"MobileOps Systems" means the information technology infrastructure and Intellectual Property used by or on behalf of MobileOps to provide the Services, including all software, hardware, systems, databases, websites, and networks, whether operated by MobileOps or a third-party service.

"Party" means Customer or MobileOps, as the case may be.

"Personal Data" means Customer Data that identifies or could reasonably be used to identify a particular individual (such as a name, social security or tax identification number, email address, mobile or residence phone number, or residence address), other information that is or could be reasonably linked to a particular individual, or other data or information defined as "personal data" or "personal information" under Applicable Laws.

"Professional Services" means support services, implementation services, training services, and other services supplemental to the SaaS Services to be provided by MobileOps, as described in a Service Order (which may be a separate statement of work executed by Customer and MobileOps).

"Reports" means reports and information generated for Customer by a SaaS Service.

"Representatives" means a Party's Affiliates and its and their employees, directors, officers, consultants, professional advisors, representatives, or agents.

"SaaS Service" means a MobileOps software-as-a-service (SaaS) offering to which Customer subscribes, including all data, content and materials of MobileOps and its licensors that are contained or used in the SaaS Service (other than the Customer Data).

"Service Order" means the service order, order form or other purchase document executed between Customer and MobileOps for the purchase of the Services. Each Service Order will form part of this Agreement and will be subject to the terms and conditions contained in this Agreement.

"**Subscription Term**" and "**Term**" have the meanings set forth in Section 4.1 (*Term; Subscription Term*).

"**System Data**" means analytical data collected by MobileOps or its subcontractors about the SaaS Services and their use, including metadata, IP addresses, session recordings, user action statistics, technical logs, diagnostic data and other data about user interaction with the SaaS Services. System Data does not constitute Customer Data, except for any Customer Data contained within the System Data that has not been de-identified.

"**Third-Party Materials**" means any computer programs, technology, websites, products, components, content, information or materials of third parties that are contained within or linked to the SaaS Service, that interoperate with a SaaS Service (including via application programming interfaces), or that are otherwise made available to Customer in connection with the Services.

2. PROVISION OF AND ACCESS TO THE SERVICES

- 2.1. **Access and Use Rights.** MobileOps delivers software as a service ("**SaaS**") and related services on a subscription basis. Subject to Customer's compliance with this Agreement (including payment of applicable Fees) and the terms of the Service Order (including number and type of Assets), MobileOps hereby grants Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the SaaS Service(s) in the United States (or, if Customer operates in another country that is approved by MobileOps and set forth in the Service Order, in such approved country), solely for Customer's internal business operations. MobileOps reserves all other rights.
- 2.2. **MobileOps Responsibilities.** Subject to the terms and conditions of this Agreement, MobileOps shall use commercially reasonable efforts to make the SaaS Services available and provide support in accordance with *Exhibit A*. MobileOps may use subcontractors to facilitate the performance of its obligations under this Agreement.
- 2.3. **Customer Responsibilities.**
 - a. Customer is responsible for (i) ensuring that the Services are compatible with Customer's business and systems requirements; (ii) the accuracy and completeness of Customer's configuration and setup of the SaaS Services; (iii) ensuring that the permissions it grants to Authorized Users are accurate and appropriate; (iv) ensuring that the information Customer provides in connection with the Services is current, accurate, and complete; and (v) the provision, maintenance, and use of Customer's hardware, network, internet connectivity, and software.
 - b. Customer is responsible for (i) the accuracy, completeness, content and all other aspects of Customer Data and Customer communications to or through the Services; and (ii) reviewing the Reports and satisfying itself that the Reports are complete and correct. MobileOps does not have any obligation to monitor or control Customer Data or Reports and does not review them for accuracy, completeness or consistency. Without limiting or otherwise impacting Customer's sole responsibility for Customer Data, MobileOps reserves the right (but not the obligation) to screen, block or delete Customer Data, in MobileOps' sole discretion, if it believes that such Customer Data violates the rights of a third party, Applicable Laws, or the terms of this Agreement.
 - c. Customer shall comply with this Agreement, the applicable Documentation, and Applicable Laws.
 - d. Customer is responsible for all acts and omissions of its Affiliates and its and their Authorized Users and Representatives and shall ensure that they comply with Customer's obligations hereunder.
 - e. Customer is responsible for preserving any records as may be required to be preserved by it or its Representatives under Applicable Law. Customer shall not hold MobileOps out to any governmental or regulatory entity as preserving any such records on its behalf.
- 2.4. **Account.** An account enabled by MobileOps (the "**Account**") is required for Customer and its Authorized Users to access and use the SaaS Services. Customer and Authorized Users shall protect

usernames, passwords, access and Account information under their control. Customer is solely responsible for any and all activities that occur under the Account, and except to the extent caused by MobileOps' breach of this Agreement, MobileOps is not responsible for unauthorized access to the Account. Customer shall notify MobileOps immediately upon becoming aware of any unauthorized use of the Account or any other breach of security relating to the SaaS Services. Customer shall promptly terminate the access credentials of any Authorized User who ceases to be employed or engaged by Customer.

- 2.5. **Restrictions.** Customer shall use the SaaS Services only as set forth in this Agreement and the Documentation and, except as expressly provided in this Agreement with respect to Affiliates, not for the benefit of any third party. Unless otherwise approved in writing by MobileOps, Customer shall not, and shall not allow or assist its Representatives or any third party to: (a) frame, copy, modify, adapt, translate or otherwise create derivative works of the SaaS Services or MobileOps IP; (b) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the SaaS Services or MobileOps Systems; (c) share, rent, lease, sell, assign or otherwise distribute access to or transfer rights in or to the SaaS Services or MobileOps Systems; (d) use the SaaS Services to operate any timesharing, service bureau, software as a service, or similar business; (e) display the SaaS Services, MobileOps IP or MobileOps Systems to any person or entity other than Authorized Users; (f) remove, alter or obscure any proprietary notices or labels on the SaaS Services, MobileOps IP or Third-Party Materials; (g) use the SaaS Services to store, transmit or introduce any malicious code; (h) interfere with or disrupt the integrity or performance of the SaaS Services or MobileOps Systems or attempt to do so; (i) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods; (j) if blocked from accessing the SaaS Service, implement any measures to circumvent such blocking (such as masking an IP address or using a proxy IP address or virtual private network); (l) access or use the SaaS Services, the MobileOps Systems or the Reports to design, develop or enhance a product or service that competes with or is designed to be used with the SaaS Service; or (m) use the SaaS Services to infringe, misappropriate or violate any intellectual property or other right of anyone.
- 2.6. **Additional Prohibited Uses.** Customer shall not (and shall ensure that Authorized Users do not):
- upload or submit to the Services or otherwise provide to MobileOps any health-related or medical Personal Data, including any Personal Data that is covered by the U.S. federal Health Insurance Portability and Accountability Act, the Washington My Health My Data Act, or any other Applicable Laws governing health or medical information; or
 - use the Services as a reporting mechanism for, or for collecting, processing or storing information regarding, allegations, claims, or reports of sexual assault, sexual harassment, harassment, unlawful discrimination, bullying, retaliation, other workplace misconduct, interpersonal conflicts, unfair employment practices, or any other matter that is customarily reported to or investigated by a Human Resources department.
- Customer shall instruct all Authorized Users that the Services may not be used for such purposes.
- 2.7. **Updates and Discontinuing Service.** MobileOps reserves the right, in its sole discretion, to make changes to the Services or cease providing the Services at any time, with or without notice, without liability to Customer or any third party. Customer agrees that Customer has not relied on any future availability of any service offerings, technology, or enhanced features or functionality.
- 2.8. **Aggregated Data; Systems Data.** MobileOps and its subcontractors may (but have no obligation to) monitor Customer's and Authorized Users' use of the Services and may collect and use Systems Data. In addition, MobileOps may create, generate and use Aggregated Data. Customer acknowledges and agrees that there are no confidentiality obligations or other restrictions on MobileOps' collection, generation and use for lawful purposes of System Data (excluding any Customer Data contained therein that has not been de-identified) or Aggregated Data.
- 2.9. **Beta Services.** Notwithstanding anything to the contrary in this Agreement (including any addendum to this Agreement), MobileOps will have no liability (including in respect of warranties, indemnification obligations or service level obligations) for or related to any Beta Services.

- 2.10. **Third Party Materials.** MobileOps is not responsible for and does not in any way endorse or warrant any Third-Party Materials. Any use of Third-Party Materials is governed by the terms and conditions of the Third-Party Materials. If Customer does not agree to abide by such terms and conditions, then Customer should not install or use such Third-Party Materials.
- 2.11. **Affiliates.** Only Affiliates named on the applicable Service Order (or to which MobileOps otherwise agrees in writing) may use the Services. Unless MobileOps accepts a Service Order directly from an Affiliate or otherwise agrees in writing, all use of the Services by Customer's Affiliates will be under Customer's Account, MobileOps will invoice Customer and not its Affiliates for the Services used by such Affiliates, and Customer shall pay all invoices to MobileOps. When an Affiliate of Customer uses the Services, all references to "Customer" in this Agreement relating to access or use of, or restrictions or limitations on access or use of, the Services are deemed to reference the Affiliate. Customer may be required to purchase additional training or other Professional Services to support Affiliate use.

3. SUSPENSION

MobileOps may temporarily suspend Customer's and any Authorized User's access to any portion or all of a SaaS Service (a "**Service Suspension**") if (a) Customer is overdue in its payment obligations; (b) MobileOps reasonably believes that (i) there is a material risk to or disruption of the security or performance of the SaaS Service or the MobileOps Systems (a "**System Threat**") or (ii) Customer or any Authorized User is using the SaaS Service for illegal activities or in violation of this Agreement; or (c) Customer has an Insolvency Event (as defined in Section 4.3 below). In the case of breach of payment obligations or an Insolvency Event, MobileOps shall notify Customer (including by phone or email to Customer's account contact) at least 10 days before suspension. In the case of a System Threat, MobileOps shall use commercially reasonable efforts to provide notice (including by phone or email to Customer's account contact) before suspension. MobileOps shall work in good faith with Customer to resolve the circumstance giving rise to the suspension and shall resume providing access to the Service as soon as reasonably possible after the event giving rise to the suspension is resolved. If the issue that led to suspension of the Service (other than payment delinquency) was caused by the actions or omissions of Customer or Authorized Users or is otherwise the responsibility of Customer or its Representatives and is not resolved within one month following notice of suspension, such failure shall be deemed a material breach of this Agreement by Customer; provided, however, that nonpayment of fees will be a material breach starting on the date that payment was due but not made. During a Service Suspension, (A) Customer remains responsible for all Fees and other charges for the suspended SaaS Service; and (B) Customer will not be entitled to any compensation or credits for any period of Service Suspension, unless the suspension was due to MobileOps' error (including a determination that a system threat was not actually caused by the actions or omissions of Customer) or breach of this Agreement. MobileOps will not intentionally destroy or delete any Customer Data during the period of Service Suspension. MobileOps will have no liability for any damage, liabilities or losses (including any loss of data or profits) that Customer or any person may incur as a result of a Service Suspension.

4. TERM AND TERMINATION

- 4.1. **Term of Agreement; Subscription Term.**
- a. The duration of each subscription term to a SaaS Service, as specified in the Service Order for that SaaS Service, is a "**Subscription Term**." Customer may subscribe to more than one SaaS Service (e.g., the base service and one or more modules) and, as a result, there may be more than one Service Order/Subscription Term applicable to Customer. The termination or expiration (including for non-renewal) of a subscription to one SaaS Service will not affect any other SaaS Services to which Customer Subscribes and does not terminate this Agreement.
 - b. The term of this Agreement (the "**Term**") begins on the start date specified in the Service Order for the initial Subscription Term and, unless this Agreement is terminated by written agreement of the parties, will end on the date of termination or expiration of the final renewal Subscription Term. The termination of this Agreement will terminate all outstanding Service Orders/subscriptions.

- 4.2. **Automatic Renewal.** Unless otherwise provided in the applicable Service Order, at the end of each Subscription Term, the subscription to each Service will renew automatically for an additional renewal Subscription Term of the same length, unless a Party provides the other Party with written notice of non-renewal at least two months before the end of the expiring Subscription Term (or such longer period as the Service Order may specify for the notifying Party).
- 4.3. **Termination for Cause.** Either Party may terminate this Agreement for cause: (a) upon 2 weeks' written notice of a material breach of the other Party that remains uncured at the expiration of such notice period; or (b) immediately upon written notice if the other Party ceases to operate in the ordinary course, becomes insolvent or generally unable to pay its debts as they become due, becomes the subject of a petition in bankruptcy, liquidation, dissolution or similar proceeding that is not dismissed within 60 days, or has a receiver, trustee, custodian, or similar agent appointed for a material portion of its property or business (any of these, an "**Insolvency Event**").
- 4.4. **Effect of Termination.** Upon any termination of this Agreement: (a) all of Customer's rights under this Agreement immediately terminate (with the exception of those surviving termination, as described below); (b) Customer remains liable for all Fees and other obligations Customer has incurred through the date of termination and Customer is not entitled to any refund; (c) in the case of termination by Customer before the end of the Subscription Term for any reason other than MobileOps' material breach or an Insolvency Event of MobileOps, Customer remains liable all Fees that would have been payable for the unused portion of the terminated Subscription Term, which payment obligations will accelerate and become immediately due and payable by Customer; (d) in the case of termination by Customer for MobileOps' material breach, MobileOps shall refund Customer a pro rata amount of any prepaid Fees for the SaaS Service(s) applicable to the unused portion of the terminated Subscription Term (excluding any Fees for Professional Services, Fees for transactions/usage (such as AI operations), or other one-time Fees); (d) Customer shall immediately discontinue use of the SaaS Services and the MobileOps IP and, without limiting Customer's obligations under Section 7 (*Confidentiality*), Customer shall delete, destroy, or return all copies of the MobileOps IP and certify in writing to MobileOps that the MobileOps IP has been deleted or destroyed; and (e) MobileOps shall destroy or delete Customer Data as provided in Section 4.5 (*Download and Deletion of Customer Data*). All provisions that by their nature should survive termination of this Agreement will do so (including, by way of example and not limitation, payment obligations, indemnification obligations, and duties of confidentiality).
- 4.5. **Download and Deletion of Customer Data.**
- a. Upon Customer's written request at any time up to 3 months after termination of this Agreement, MobileOps will provide Customer with limited access to the applicable SaaS Service(s), at no additional cost and subject to the obligations and restrictions of this Agreement, solely for the purpose of downloading Reports and other Customer Data as permitted by the functionality of the SaaS Service. MobileOps may, but has no obligation to, maintain or provide Customer Data more than 3 months after termination.
 - b. Upon Customer's written request at any time up to 3 months after termination of this Agreement, MobileOps shall promptly destroy or delete Customer Data, other than Customer Data contained in automatic computer backups or historical archives or that must be retained to fulfill obligations under this Agreement, for regulatory, legal, or audit purposes, or for compliance with MobileOps' data retention policies (provided that such retained Customer Data shall remain subject to the provisions of this Agreement for as long as it is retained). If Customer requests that MobileOps permanently destroy or delete Customer Data, Customer releases MobileOps from any claims or liability relating to that Customer Data. If Customer does not request destruction or deletion of its Customer Data, MobileOps will destroy or delete Customer Data in accordance with MobileOps' document retention policies and standard backup and archival procedures, after the Customer Data is no longer reasonably necessary to fulfill obligations under this Agreement or for regulatory, legal, or audit compliance. For purposes of this Agreement, "deletion" of information means deletion,

overwriting or anonymization or de-identification of data such that its source is not identifiable.

5. FEES, INVOICING AND PAYMENT

1. **Fees.** The Fees for the Services will be specified in the applicable Service Order. Fees for Assets and/or SaaS Services added during a Subscription Term will be prorated for the remaining portion of the Subscription Term. Except as otherwise specified in this Agreement, (i) payment obligations are non-cancelable and Fees paid are non-refundable, (ii) Customer may not reduce its commitment specified in the Service Order during a Subscription Term; and (iii) Customer is not entitled to any refund if the volume of Service (such as number of Assets) used is less than the volume specified in the Service Order; and any unused volume will not be carried over to any Renewal Subscription Term. If Customer's Assets or other use during a Subscription Term exceeds the Assets or other use specified in the Service Order, MobileOps will invoice Customer for the applicable Fees associated with the additional Assets or other use.
2. **Invoicing and Payment.** MobileOps will invoice Customer for Fees on the frequency set forth in the Service Order (or, if no payment frequency is set forth in the Service Order, on such frequency as may be determined by MobileOps). Payment terms are as specified in the Service Order. Customer shall make all payments under this Agreement in United States Dollars, without offset or deduction, via the payment method specified in the Service Order (or otherwise agreed by the Parties). Payments made by check or credit card are subject to a payment method fee as specified in the Service Order.
3. **Late Payment.** If Customer fails to make any payment when due, without limiting MobileOps' other rights and remedies: (a) MobileOps may charge interest at the rate of 1.5% per month or, if lower, the highest rate permitted under Applicable Laws; (b) Customer shall reimburse MobileOps for all reasonable costs incurred by MobileOps in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) MobileOps may suspend Customer's service as provided in Section 3 above (*Suspension*).
4. **Taxes.** All Fees and other amounts in this Agreement are exclusive of any sales, use, value-added (VAT), ad valorem, excise or other governmental taxes, duties, levies, tariffs, or charges, other than taxes based on MobileOps' net income ("**Taxes**"). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder. All payments hereunder shall be made to MobileOps without any reduction for any Taxes unless Customer provides MobileOps with a valid tax exemption certificate. If MobileOps is required to collect and remit Taxes for which the Customer is responsible under this Agreement, MobileOps will invoice Customer for such Taxes, as a separate line item, and Customer shall pay such Taxes unless Customer provides MobileOps with a valid tax exemption certificate.
5. **Fees for Renewal Subscription Terms.** MobileOps may increase Fees on each January 1 of the Subscription Term (or on such other fee increase schedule as may be specified in the Service Order), by providing written notice (including in the form of an invoice) to Customer at least one month before such increase.
6. **Payment Disputes.** If Customer does not assert a payment dispute in writing within one month after the due date of the applicable invoice, Customer waives the right to dispute such charges. The undisputed portion of the invoice must be paid by the due date. MobileOps will not exercise its suspension or termination rights or apply interest on late payments for the disputed charges, provided that the charges were disputed reasonably and in good faith and Customer provides reasonable cooperation to resolve the dispute.

6. PROPRIETARY RIGHTS; FEEDBACK

- 6.1. **MobileOps Intellectual Property.** MobileOps and MobileOps' licensors retain and own all right, title, and interest in the MobileOps IP and all enhancements or improvements to, or derivative

works of, the foregoing, including any Intellectual Property rights therein and thereto. The SaaS Service is licensed, not sold. MobileOps reserves all rights not expressly granted to Customer in this Agreement. The Services are protected by Intellectual Property laws, such as those regarding copyrights, trademarks, patents and trade secrets.

- 6.2. **Customer Intellectual Property.** Customer retains all ownership rights in Customer Data and Customer's Confidential Information, including any Intellectual Property rights therein.
- 6.3. **Feedback.** If Customer or any of its Representatives provides MobileOps with any comments, suggestions (such as for feature improvements) or recommendations about the Services or MobileOps IP ("**Feedback**"), Customer grants to MobileOps a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license, with rights to transfer and sublicense, to use, reproduce, modify, display, distribute, make derivative works of, sell and otherwise commercialize such Feedback for all lawful business purposes, both during and after the Term. MobileOps is not required to use, identify the source of or compensate Customer for any Feedback.

7. CONFIDENTIALITY

- 7.1. **Definition of Confidential Information.** "**Confidential Information**" means information disclosed by or made available by a Party (the "**disclosing Party**") to the other Party (the "**receiving Party**") in connection with this Agreement that is marked as confidential or that would reasonably be considered confidential under the circumstances. Confidential Information includes, with respect to MobileOps, non-public information regarding pricing, features, functionality and performance of the Services; and with respect to Customer and its Affiliates, all non-public Customer Data. Confidential Information does not include information that the receiving Party can demonstrate by documentation was (i) already rightfully known to the receiving Party without restriction on use or disclosure prior to the receipt of such information from or on behalf of the disclosing Party, (ii) received by the receiving Party on a non-confidential basis from a third party without a breach of an obligation to maintain its confidentiality, (iii) was or becomes generally known to the public other than by breach of this Agreement by the receiving Party or its Representatives, or (iv) independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 7.2. **Restrictions on Use and Disclosure.** The receiving Party shall use the Confidential Information of the Disclosing Party solely to exercise its rights or perform its obligations hereunder, to comply with Applicable Laws or as otherwise permitted under this Agreement. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's Representatives or service providers who (i) have a need to know the Confidential Information and (ii) are bound by a written agreement or other legally binding obligation of confidentiality and restricted use at least as protective as those contained in this Agreement. The receiving Party is responsible for use and disclosure of the Confidential Information by its Representatives and service providers and their compliance with the obligations of the receiving Party under this Agreement. The receiving Party shall protect Confidential Information of the disclosing Party from unauthorized access and disclosure using the same degree of care, but in no event less than a reasonable standard of care, that it uses to protect its own Confidential Information of a similar nature.
- 7.3. **Disclosure Required by Law.** The receiving Party may disclose Confidential Information of the disclosing Party to the limited extent required (i) in order to comply with the order of a court, regulatory agency or other governmental body of competent jurisdiction, or as otherwise necessary to comply with Applicable Law, provided that the receiving Party shall first have given written notice to the other Party (if legally permitted to do so); or (ii) to establish a Party's rights under this Agreement, including to make required court filings. If the receiving Party is legally compelled to disclose Confidential Information of the other Party, the receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

- 7.4. **Return of Confidential Information.** Each Party shall return, destroy or delete Confidential Information of the other Party upon written request by the other Party; provided, however, that return or deletion of Customer Data shall be governed by Section 4.5 (*Download and Deletion of Customer Data*). Notwithstanding the foregoing, a Party shall not be required to return, destroy or delete Confidential Information of the other Party that is required to perform its obligations or exercise its rights under this Agreement, that is contained in automatic computer backups or historical archives, or that must be retained for regulatory, legal, or audit purposes, or in the case of MobileOps, for compliance with MobileOps' internal data retention policy (provided that such Confidential Information shall remain subject to the provisions of this Section 7 for as long as it is retained). For purposes of this Agreement, "deletion" of information means either deletion or anonymization or de-identification such that the source of such data is not identifiable.
- 7.5. **Breach Notification.** If a receiving Party becomes aware of unauthorized access, use, or disclosure of the disclosing Party's Confidential Information in the receiving Party's possession or under its control, the receiving Party shall promptly notify the disclosing Party, without undue delay in accordance with Applicable Laws and provide the disclosing Party with information regarding such incident as reasonably requested by the disclosing Party.
- 7.6. **Deletion of Customer Data.** MobileOps will destroy or delete Customer Data as provided in Section 4.5 (*Download and Deletion of Customer Data*).
- 7.7. **Survival.** The provisions of this Section 7 will remain in effect with respect to particular Confidential Information received from the other Party during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement or after the destruction or disposal of such Confidential Information, whichever is later; provided, however, that a Party's obligations under this Section 7 with respect to any Confidential Information of the other Party that constitutes a trade secret under Applicable Laws shall survive termination of this Agreement for so long as such information continues to be a trade secret under Applicable Laws.

8. DATA PROTECTION AND PRIVACY

- 8.1. **Consent.** By using the Services, Customer consents (on behalf of itself and its Authorized Users and Representatives) to MobileOps' collection, use, processing and disclosure of Personal Data and other data as contemplated by this Agreement and the Documentation. Customer shall ensure that it has all necessary rights and permissions and has made the necessary disclosures to Authorized Users and Representatives, as required by Applicable Laws and otherwise, for the activities contemplated by this Agreement and the Documentation, including Customer's submission of Customer Data to and downloading of Reports from the Service and the contemplated collection, use, processing and disclosure of Personal Data by MobileOps.
- 8.2. **Data Privacy Laws.**
- a. For the purposes of this Agreement, each of MobileOps and Customer are responsible for complying with Applicable Laws regarding data privacy.
 - b. To the extent that Customer is required to comply with any existing or newly enacted Applicable Laws regarding data privacy (such as the California Consumer Privacy Act ("**CCPA**")), MobileOps shall facilitate Customer's compliance with its obligations under such Applicable Laws, including with respect to data security and responses to data subject requests relating to Personal Data in MobileOps' possession or under its control. MobileOps shall notify Customer if it determines that it can no longer meet its obligations under any Applicable Law requiring such notification. If and as required by Applicable Laws, Customer has the right (i) to take reasonable and appropriate steps to ensure that MobileOps uses Personal Data in a manner consistent with MobileOps' obligations under Applicable Laws and (ii) upon reasonable written notice, to take reasonable and appropriate steps to stop and remediate MobileOps' unauthorized use of Personal Data.
- 8.3. **Use of Customer Data.** MobileOps and its subcontractors may retain, use, and disclose Customer Data solely (a) to provide the Services, provide customer support and otherwise perform

MobileOps' obligations under this Agreement; (b) for internal business purposes to maintain, evaluate, develop, and improve the Services; (c) to comply with Applicable Laws and requests from governmental or regulatory agencies and to respond to claims that Customer Data violates Applicable Laws or the rights of third parties; (d) to protect the rights, property, or personal safety of MobileOps, its users, or the public; (e) to enforce this Agreement; (f) for accounting, legal and recordkeeping purposes, and (g) as otherwise provided in this Agreement or the Documentation (the "**Business Purposes**").

- 8.4. **Processing of Customer Data.** This Agreement and the Documentation (and any additional written instructions from Customer regarding Customer Data that do not conflict with the Agreement and the Documentation) are Customer's instructions for processing Customer Data. MobileOps shall use and disclose Customer Data solely for the Business Purposes and shall not (a) retain, use, or disclose Customer Data for any other purpose (including any other commercial purpose) or outside of the direct business relationship between MobileOps and Customer, except as otherwise expressly permitted by this Agreement and Applicable Laws; (b) sell or share (as such terms are defined in the CCPA) any Customer Data without the prior written consent or instruction of Customer; (c) combine the Customer Data with any information it processes on behalf of any other party, except as expressly contemplated in this Agreement or the Documentation; or (d) use the Customer Data to engage in cross-context behavioral advertising. MobileOps does not receive or process any Personal Data as consideration for any services or other items that MobileOps provides to Customer under this Agreement. MobileOps shall ensure that any Personal Data in deidentified form qualifies and remains qualified as deidentified information (as defined by Applicable Laws), shall make no attempt to re-identify any data subject to whom such Personal Data relates, and shall take reasonable measures to prevent such re-identification. For the avoidance of doubt, this subsection does not apply to Systems Data (except for any Customer Data contained therein that has not been de-identified).
- 8.5. **Data Protection.** MobileOps shall maintain commercially reasonable technical, administrative and physical safeguards and procedures designed to protect the security, confidentiality and integrity of, and protect against unauthorized release, access, destruction, modification, or disclosure of, Customer Data. MobileOps shall use commercially reasonable measures to ensure that any MobileOps subcontractors use reasonable data protection measures in handling any Customer Data.
- 8.6. **Deletion of Customer Data.** MobileOps will destroy or delete Customer Data as provided in Section 4.5 (*Download and Deletion of Customer Data*).

9. WARRANTY; DISCLAIMER OF WARRANTIES

- 9.1. **Mutual Warranties.** Each party represents and warrants that (i) it has full power and authority to enter into this Agreement; (ii) this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which it is a party or by which it is bound; and (iii) none of it or its Representatives are on (and have not been on) the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; the Consolidated Canadian Autonomous Sanctions List; ; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's or its Affiliate's domicile or use of the Services.
- 9.2. **Disclaimer.** Except as specifically set forth in this Agreement, MobileOps makes no warranties of any kind, whether express, implied, statutory, or otherwise. Without limiting the generality of the foregoing, MobileOps does not warrant that the SaaS Services will be uninterrupted, error free or secure or that defects will be corrected and does not make any warranty as to the results that may be obtained from the use of the Services. Except as expressly set forth in this section, the Services are provided "as is" and MobileOps disclaims all warranties, including the implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement.

10. INDEMNIFICATION

- 10.1. **By MobileOps.** MobileOps shall indemnify and defend Customer and Customer's Representatives against any and all liabilities, losses, damages, judgments, awards, settlement payments, penalties, fines, fees, interest, costs or expenses (including reasonable fees of attorneys, other professionals and witnesses, court costs and filing fees, and other reasonable investigation and defense expenses) ("**Losses**") incurred as a result of a demand, claim, action, investigation or proceeding ("**Action**") brought by a third party arising out of, resulting from, based on or alleging that the use of a SaaS Service in accordance with this Agreement infringes a United States copyright, registered trademark, issued patent, or other U.S. Intellectual Property right of such third party (an "**Infringement**").
- i. If a SaaS Service is subject to an Action for Infringement and as a result, Customer's use of such SaaS Service is enjoined, then MobileOps shall, at no cost to Customer, procure for Customer the right to continue using the affected SaaS Service or replace it with non-infringing or modified Services of materially equivalent functionality. If none of the above options are available on terms that are commercially reasonable for MobileOps, then MobileOps may terminate Customer's right to access and use the affected SaaS Service(s), in which case MobileOps shall refund Customer the pro rata amount of any prepaid subscription fees applicable to the unused portion of the Subscription Term for the terminated SaaS Service(s) (excluding any Fees for Professional Services, Fees for transactions/usage (such as AI operations), or other one-time Fees).
 - ii. MobileOps has no obligation with respect to any actual or alleged Infringement to the extent that the Infringement is caused or alleged to be caused by (1) Customer Data; (2) use or modification of the Services other than by MobileOps or other than as specified in the Documentation or this Agreement; or (3) combination of the Services with any products, software, services, data, or other materials not provided by MobileOps or approved by MobileOps in writing, if the Infringement would not have occurred but for such combination.
- 10.2. **By Customer.** Customer shall indemnify, hold harmless and defend MobileOps, its Affiliates and its and their Representatives from any and all Losses incurred as a result of any Action brought by a third party arising out of, resulting from, based on or alleging (a) Customer's breach of this Agreement, (b) Customer's use of the Services (other than Actions for Infringement for which MobileOps is obligated to indemnify Customer under Section 10.1), (c) Customer's violation of Export Control Laws or other Applicable Laws, or (d) the Customer Data.
- 10.3. **Indemnification Procedure.** The indemnifying party's indemnity obligations set forth above are subject to the following procedure: (a) the indemnified party shall promptly notify the indemnifying party in writing of the Action, provided that the failure of the indemnified party to so notify will not relieve the indemnifying party of its indemnity obligations except to the extent that the failure to so notify materially prejudices the indemnifying party's ability to defend the Action; (b) the indemnifying party will have sole control of the defense and all related settlement negotiations, provided that the indemnified party may participate in the defense and settlement negotiations using its own counsel at its own expense and provided further that the indemnifying party shall not resolve or settle any Action without the indemnified party's consent unless the resolution or settlement provides for an unconditional release of the indemnified party from all liability with respect to such Action, does not commit the indemnified party to make any monetary payment or any other obligation, and admits no fault by the indemnified party; and (c) the indemnified party, at the indemnifying party's expense, shall reasonably cooperate with the indemnifying party in the defense and settlement of the Action.

11. LIMITATION OF LIABILITY

1. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 10.2, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES HAVE ANY LIABILITY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR THE COST OF COVER OR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS

OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE; OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO MOBILEOPS FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

2. **Exceptions.** Section 11.1(A) does not apply to claims for gross negligence or willful misconduct, breach of confidentiality obligations, infringement or misappropriation of Intellectual Property rights of the other Party or to indemnification obligations. Section 11.1(B) does not apply to gross negligence or willful misconduct, indemnification obligations, or obligations to pay Fees.
3. **General.** These exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such Party, its Affiliates or, in the case of Customer, Authorized Users. Without these limitations, the fees for the Services would be significantly higher. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all of the above exclusions or limitations may not apply and the Parties may have additional rights.

12. MODIFICATIONS

- 12.1. **Modification.** Subject to the restrictions set forth in this Section, MobileOps may modify this Agreement and post the updated version at <https://www.mobileops.com/legal/saas-agreement> (or a successor URL).
- 12.2. **Modification Notice.** If MobileOps modifies this Agreement, it shall provide prior written notice ("**Modification Notice**") to Customer of such modifications at least one month prior to the effectiveness of the modifications. If modifications are necessary to comply with Applicable Laws, MobileOps is not required to provide prior notice but shall use commercially reasonable efforts to provide prior notice when practicable.
- 12.3. **Renewal Modification.** If the Modification Notice states that the modifications will become effective upon commencement of a renewal Subscription Term, then the modifications will become effective upon renewal. Customer may avoid the applicability of the changes only by cancelling the renewal of Customer's subscription for the SaaS Service as set forth in Section 4.2 (*Automatic Renewal*).
- 12.4. **Mid-Term Modification.** If the Modification Notice states that the modifications will become effective during the then-current Subscription Term, and the modifications materially and adversely affect Customer, then Customer may terminate Customer's subscription to the SaaS Service by providing written notice to MobileOps at any time within the one-month period following the date of the Modification Notice. Customer's termination will become effective on the later to occur of (i) the date on which Customer delivers a timely termination notice or (ii) the date on which the applicable modifications become effective, provided that, upon written request by Customer and subject to payment of the Fees then in effect, MobileOps shall continue to provide the SaaS Service to Customer as needed to manage a reasonable transition to another vendor, not to exceed two months. If Customer terminates a SaaS Service subscription pursuant to this Section 12.4, then MobileOps shall refund Customer a pro rata amount of any prepaid Fees for the SaaS Service applicable to the unused portion of the terminated Subscription Term (excluding any Fees for Professional Services, Fees for transactions/usage (such as AI operations), or other one-time Fees).
- 12.5. **General.** If Customer does not terminate the affected SaaS Service subscription as specified in this Section 12 (*Modifications*), then Customer will be bound by the modified terms beginning upon the effective date set forth in the Modification Notice.

13. MISCELLANEOUS

- 13.1. **Audit.** During the Term, each Party shall maintain accurate books and records relating to its

performance under this Agreement (collectively, “**Records**”). During the Term and for 12 months thereafter, each Party shall have the right to reasonable inspection of the relevant Records of the other Party, upon reasonable prior notice (but no less than 10 business days) and no more often than once in any 12-month period, with such inspection to take place via email or other remote exchange or, if agreed by the Parties, in the audited Party’s main corporate office during agreed-upon business hours. Any Records or any other information derived from such inspection shall be Confidential Information of the audited Party. In the event any such inspection of Records reveals any underpayment by a Party of amounts payable by such Party during the audited period, (i) such Party shall pay the underpaid amount within 15 days, plus interest at the rate specified in Section 5.2 (*Late Payment*) and (ii) if the amount of the underpayment is more than 5% of the total amount payable during such period, the audited Party shall reimburse the auditing Party for the costs of the audit.

- 13.2. **Notices.** MobileOps may communicate announcements of general interest by email or by posting on its website or in the console for the SaaS Services. All legal notices or approvals required or permitted under this Agreement must be in writing and delivered by confirmed electronic mail, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt or, in the case of email delivery, upon confirmation. MobileOps’ email address for legal notices is legal@mobileops.com or such other address as may be specified by MobileOps to Customer in accordance with this Section. Customer’s email address(es) and physical address for legal notices will be those set forth in the applicable Service Order or such other address(es) as may be specified by Customer to MobileOps in accordance with this Section.
- 13.3. **Force Majeure.** MobileOps shall not be liable for any failure or delay in performing its obligations under this Agreement, or for any alleged loss or damages resulting therefrom, due to natural disasters, power outages, denial of service attacks, weather, strikes, riots, war, governmental action or other reason beyond MobileOps’ reasonable control (a “**Force Majeure Event**”).
- 13.4. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of this Agreement will remain in full force and effect.
- 13.5. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with MobileOps’ prior written consent. Any attempt by Customer to assign this Agreement without MobileOps’ consent will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns.
- 13.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the Parties with respect thereto. Except as specified in Section 12 (*Modifications*), this Agreement may not be modified or amended except by a written instrument executed by both Parties. In case of inconsistency between this Agreement and the Service Order, this Agreement will control.
- 13.7. **Remedies; Waiver.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 13.8. **Independent Contractor.** The Parties are independent contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority to bind the other Party.
- 13.9. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of Washington, and federal laws applicable therein, without regard to or application of conflict of laws rules or principles. The state courts, and to the extent they have jurisdiction, the

federal courts located in King County, Washington, will be the exclusive venue for resolution of any dispute arising out of this Agreement or any action relating to the enforcement of any provisions of this Agreement. Each Party hereby consents to personal jurisdiction in any such action and waives any objection that the applicable court does not have personal jurisdiction over such Party or that a more convenient forum exists. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT.

- 13.10. **Publicity.** Unless a Party has provided written instructions to the contrary to the other Party, either Party may include the name or logo of the other Party (or its Affiliates, if applicable) in lists of customers or vendors. Except as specified in the previous sentence, neither Party shall issue or release any press release or other announcement relating to this Agreement.
- 13.11. **Government Use.** If the use of a SaaS Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the SaaS Service, including its rights to use, modify, reproduce, release, perform, display or disclose the SaaS Service or Documentation, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.
- 13.12. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 (*Confidentiality*) or, in the case of Customer, under Section 2.5 (*Restrictions on Use*), may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief without any requirement to post a bond or other security. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Exhibit A to Software as a Service Agreement

Service Levels and Support

1. **Service Availability.** MobileOps will use commercially reasonable efforts to make the SaaS Services Available, excluding the time that a SaaS Service is unavailable during any Excluded Event, at least 99.8% of the time per day (average over the calendar month). “**Available**” means the SaaS Service is available and operable for access and use by Customer and its Authorized Users over the Internet and performing in material conformity with the applicable Documentation.
2. **Exceptions.** No period of Service downtime, performance degradation or inoperability will be included in calculating Availability to the extent that such downtime, degradation or inoperability is due to any of the following (“**Excluded Events**”):
 - a. Scheduled or emergency maintenance;
 - b. use of the SaaS Service by Customer or its Authorized Users other than in compliance with this Agreement;
 - c. any suspension or termination of Customer’s or any Authorized Users’ access to or use of the SaaS Service as permitted by this Agreement;
 - d. power outages, delays or failures in Internet access, network congestion, ISP malfunctions, or related problems beyond the demarcation point of the SaaS Service;
 - e. problems caused by MobileOps’ data center provider or Customer’s network connectivity, website, systems or information technology infrastructure;
 - f. denial of service attacks or viruses or other malicious code (unless MobileOps fails to implement commercially reasonable threat management solutions or the service level deficiency resulted from MobileOps’ failure to properly update such solutions);
 - g. inability to access the SaaS Service because the Authorized User has entered its username or password incorrectly; or
 - h. Force Majeure Events.
3. **Maintenance Windows.** MobileOps will make commercially reasonable efforts to announce scheduled maintenance at least five days in advance. In the case of emergency maintenance, MobileOps will make commercially reasonable efforts to announce such emergency maintenance at least 24 hours in advance but in no event less than 6 hours prior to such maintenance.
4. **Unavailability of Service.** If Customer experiences a Service outage and is unable to access the SaaS Service, Customer can notify MobileOps of the service outage. MobileOps will determine whether the outage is within MobileOps’ reasonable control and, if so, will use commercially reasonable efforts to restore Customer’s access to the SaaS Service. MobileOps will have no other liability to Customer for any outage, degradation or inoperability of the SaaS Service, including failure to achieve the Availability percentage specified in Section 1.
5. **Support**
 - a. MobileOps will provide technical support via email (support@mobileops.com) 24/7 and will provide technical support via telephone (866-610-9150) from 7am to 5pm PT Monday to Friday, excluding holidays observed in the United States.
 - b. Customer must designate a maximum of two delegates/superusers who can request and interact with MobileOps regarding support, and MobileOps is not obligated to provide support or interact with any user who is not a designated delegate/superuser.