

TRACEFORCE, INC.

FREE TRIAL TERMS OF SERVICE

BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR ANY TRACEFORCE OFFERINGS UNDER THIS FREE TRIAL, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT YOU HAVE AUTHORITY TO BIND IT. IF YOU DO NOT AGREE OR LACK AUTHORITY, DO NOT USE THE SOFTWARE.

These Free Trial Terms of Service (“Agreement”) govern the relationship between Traceforce, Inc. (“Traceforce”) and the entity or individual accepting them (“Customer”) for a free, limited thirty (30)-day evaluation of the Traceforce Software. This free trial is limited to ten (10) Authorized Devices and thirty (30) days from the Effective Date (the “Trial Period”). No fees are charged during the Trial Period. The Effective Date is the date of first use of the Software. The version of this Agreement at <https://traceforce.ai/legal/trial-tos> on the Effective Date is the version governing this trial.

1. LICENSE AND USE

1.1 License Grant

Subject to this Agreement, Traceforce grants Customer a limited, non-exclusive, non-transferable license during the Trial Period to install and use the Software on up to ten (10) Authorized Devices within the Customer Environment solely for internal evaluation of AI security posture management capabilities in accordance with the Documentation. Customer may permit its Affiliates and Contractors to use the Software solely for Customer’s benefit; Customer is responsible for their compliance.

1.2 Device Limit

This free trial license covers a maximum of ten (10) Authorized Devices (“Trial Device Limit”). The Platform tracks active Authorized Devices in real time and its records are authoritative. If active devices exceed the Trial Device Limit, Customer must within five (5) business days of notice decommission excess devices. Traceforce may suspend Platform access if overages remain uncured after such period.

1.3 Restrictions

Customer shall not, and shall not permit others to: (a) sublicense, sell, or distribute the Software to third parties or incorporate it into products offered to third parties; (b) use the Software to develop competing AI security posture management products; (c) reverse engineer or attempt to derive source code or non-public APIs, except as required by applicable law; (d) permit any Traceforce Competitor to access or use the Software or derived data; (e) benchmark or publish comparative performance data without Traceforce’s prior written consent; (f) use the Software to facilitate unauthorized surveillance, data exfiltration, ransomware, or any malicious activity; or (g) use the Software in any manner that violates applicable law.

1.4 Automatic Updates

Traceforce updates both the Software Agent and Platform automatically without requiring Customer action (“Automatic Updates”), including security patches, bug fixes, and new versions. Customer agrees that: (a) updates are applied to connected Authorized Devices without further notice; (b) Customer has obtained all required authorizations under applicable law (including employment and data protection law) for updates to be applied to Authorized Devices; (c) Traceforce is not responsible for disruptions caused by non-standard Customer Environment configurations or third-party software conflicts; and (d) Traceforce’s warranty and

support obligations are limited to devices running a current Software Agent version. Traceforce will use commercially reasonable efforts to give advance notice of material updates through the Platform dashboard or email.

1.5 Offline Devices and Platform Dependency

The Software Agent operates locally on Authorized Devices and continues running independently of Platform connectivity. However, certain features depend on Platform access: (a) receipt of Automatic Updates; (b) Telemetry Data transmission and processing; and (c) access to the management console, Security Outputs, and reporting dashboard. During offline periods, the Platform has no visibility into the offline device's security posture; Telemetry Data is queued locally and transmitted on reconnection. Traceforce has no liability for security incidents, breaches, or threats on or originating from offline devices. Temporary Platform unavailability creates no liability for Traceforce under this Agreement. For Platform unavailability exceeding seventy-two (72) consecutive hours not caused by Customer, third-party infrastructure failures, or force majeure, Customer's sole remedy is to provide written notice to Traceforce.

1.6 Affiliates and Third-Party Software

Customer Affiliates may use the Software under this Agreement solely for evaluation purposes consistent with the Trial Device Limit. The Software may include third-party open source components; applicable license notices are in the Documentation and those open source licenses govern solely with respect to such components. Customer is responsible for its own compliance with all laws applicable to its use of the Software, including employment law, data protection law, and works council requirements in its jurisdiction.

2. DATA AND PRIVACY

2.1 Customer Data

Customer retains all rights in Customer Data. Customer grants Traceforce a limited license to receive, store, and process Customer Data solely to provide the Traceforce Offerings, respond to security threats and technical problems, and comply with law. Customer warrants it has sufficient rights in Customer Data to grant this license and that Traceforce's processing in accordance with this Agreement will not violate applicable law or third-party rights.

2.2 Telemetry Data and Use Restrictions

The Software Agent automatically collects and transmits Telemetry Data to the Platform when connected. Telemetry Data includes: email address, device ID, device name, username, and service usage data, as further described in DPA Annex I. Traceforce's use of Telemetry Data is strictly limited to: (a) providing AI security posture management, threat detection, and reporting services; (b) operating and improving the Platform and Software; and (c) complying with applicable law. Traceforce does NOT use Telemetry Data or any Customer Data to train, fine-tune, or develop any AI or machine learning model, whether anonymized or not. Traceforce may collect aggregated, anonymized Usage Data about Platform interactions solely to improve the user experience, provided it does not identify Customer or any individual.

2.3 DPA; Sensitive Data

Processing of Personal Data is governed by the Traceforce Free Trial Data Processing Agreement ("DPA") at <https://traceforce.ai/legal/trial-dpa>, incorporated herein. Acceptance of this Agreement constitutes acceptance of the DPA. The DPA governs in any conflict with this Agreement on Personal Data processing. Customer must not cause the Software Agent to collect sensitive Personal Data categories (health, financial,

biometric, or similarly regulated data) without an applicable jurisdiction-specific addendum; absent such addendum Traceforce has no liability for such processing. Upon termination, Customer has thirty (30) days to retrieve Customer Data and Security Outputs from the Platform before Traceforce initiates deletion per the DPA.

3. SECURITY

Traceforce shall implement commercially reasonable technical and organizational security measures for the Platform and Telemetry Data processing. Customer is responsible for security controls within its own environment, including access management, network security, and physical security of Authorized Devices.

4. INTELLECTUAL PROPERTY

4.1 Traceforce Technology

Traceforce and its licensors retain all right, title, and interest in Traceforce Technology. No rights are granted except the express limited license in Section 1.1.

4.2 Security Outputs; Competitive Use Restriction

Security posture assessments, threat reports, risk scores, alerts, and other outputs generated by the Platform from Customer's Telemetry Data ("Security Outputs") are Customer's property as Customer Data. Traceforce retains all rights in the underlying algorithms, detection logic, and platform functionality used to generate them. Notwithstanding Customer's ownership, Customer shall not share Security Outputs (or any summary or derivative) with any Traceforce Competitor for competitive analysis, benchmarking, or product development. This restriction survives termination.

4.3 Feedback

Feedback voluntarily provided by Customer or its personnel may be used and incorporated by Traceforce into Traceforce Technology without acknowledgment, compensation, or confidentiality obligation.

4.4 Customer Reference

Traceforce may identify Customer as a free trial participant and use Customer's name and logo in marketing materials. Customer may revoke this right on written notice, after which Traceforce will promptly remove such marks from its website and, to the extent commercially feasible, from other materials.

5. CONFIDENTIALITY

Each party ("Receiving Party") will protect the other's ("Disclosing Party's") Confidential Information with at least the same care as its own confidential information of like kind, but not less than reasonable care, and will not use it outside the scope of this Agreement or disclose it except to employees and contractors bound by equivalent obligations who need it to perform under this Agreement. If legally required to disclose, the Receiving Party shall give advance notice where permitted and cooperate in seeking confidential treatment. Each party acknowledges that unauthorized disclosure may cause irreparable harm entitling the Disclosing Party to seek equitable relief.

6. DISCLAIMER OF WARRANTIES

6.1 No Warranty for Evaluation Use

THE SOFTWARE, PLATFORM, AND ALL TRACEFORCE OFFERINGS ARE PROVIDED FOR EVALUATION PURPOSES ONLY ON AN “AS-IS” BASIS. TRACEFORCE MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, DETECT OR PREVENT ALL SECURITY THREATS, OR BE FREE OF ERRORS. CUSTOMER EVALUATES AND USES THE SOFTWARE ENTIRELY AT ITS OWN RISK. TRACEFORCE PROVIDES NO SUPPORT OBLIGATIONS UNDER THIS AGREEMENT. Each party warrants it has authority to enter into this Agreement.

6.2 Full Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRACEFORCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TRACEFORCE DOES NOT WARRANT THAT THE SOFTWARE OR PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE WILL DETECT OR PREVENT ALL SECURITY THREATS OR COMPLIANCE VIOLATIONS. TRACEFORCE MAKES NO WARRANTY WITH RESPECT TO OFFLINE DEVICES OR DEVICES RUNNING OUTDATED SOFTWARE AGENTS. THE SOFTWARE SHOULD NOT BE RELIED UPON AS THE SOLE MEANS OF SECURING CUSTOMER’S ENVIRONMENT.

7. TERM AND TERMINATION

This Agreement is effective from the Effective Date until the end of the Trial Period or earlier termination. Traceforce may extend the Trial Period upon written notice to Customer. Either party may terminate on written notice if the other: (a) fails to cure a material breach within thirty (30) days of written notice; (b) ceases operations without a successor; or (c) becomes subject to insolvency proceedings not dismissed within sixty (60) days.

On termination or expiration: all licenses terminate; Customer shall uninstall and delete all Software Agent copies from Authorized Devices and certify in writing on request; each party returns or destroys the other’s Confidential Information; and Customer has thirty (30) days to retrieve Customer Data from the Platform before deletion. Traceforce may suspend Platform access (but not remotely disable the locally-installed Software Agent) for: material breach of Section 1.3 or applicable law; or risk of harm to Traceforce or other customers. Sections 1.3, 2.2, 4, 5, 6.2, 7, 8, 9, and 10 survive termination.

8. INDEMNIFICATION

TRACEFORCE’S IP INDEMNIFICATION OBLIGATIONS ARE SUSPENDED IN THEIR ENTIRETY DURING THE TRIAL PERIOD. The Software and Platform are provided for evaluation on an AS-IS basis and Traceforce assumes no indemnification liability for any intellectual property claims arising during the Trial Period. IP indemnification obligations, if any, shall only take effect upon execution of a separate written commercial agreement between the parties. Upon execution of such a commercial agreement, Traceforce will defend Customer against third-party claims that the Software or Platform, as provided and

used in accordance with that agreement, directly infringes any copyright, misappropriates any trade secret, or infringes any patent, subject to the exclusions, conditions, and remedies set forth in that agreement.

Customer will defend and indemnify Traceforce against third-party claims arising from: (a) Customer Data; (b) Customer's modification of the Software; (c) use in violation of this Agreement; (d) failure to obtain required authorizations for Automatic Updates or Telemetry Data collection; or (e) claims by Customer employees or data subjects arising from Customer's deployment of the Software. Each indemnified party shall promptly notify the indemnifying party, grant sole control of the defense, and provide reasonable cooperation. The indemnifying party may not settle any claim that binds the indemnified party or requires any admission of fault without prior written consent.

9. LIMITATION OF LIABILITY

EXCEPT AS TO EXCLUDED CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NEITHER PARTY IS LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND — INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION — EVEN IF ADVISED OF THE POSSIBILITY. TRACEFORCE IS NOT LIABLE FOR SECURITY INCIDENTS OR BREACHES ON OFFLINE DEVICES OR DEVICES RUNNING OUTDATED SOFTWARE AGENTS; (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER DURING THE TRIAL PERIOD. BECAUSE THIS IS A FREE TRIAL WITH NO FEES CHARGED, THIS CAP IS ZERO DOLLARS (\$0) ("LIABILITY CAP"); (C) THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF A LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

"Excluded Claims": (a) breach of Section 5 (Confidentiality); (b) obligations under Section 8 (Indemnification); and (c) liability that cannot be excluded by applicable law.

10. GENERAL

Governing Law; Disputes. This Agreement is governed by Delaware law without regard to conflicts-of-law principles. Before initiating litigation (other than for provisional relief), the disputing party shall give written notice and senior representatives shall negotiate in good faith for thirty (30) days. If unresolved, either party may refer the dispute to non-binding mediation before a mutually agreed or JAMS-appointed mediator, with shared costs, in Wilmington, Delaware or by video conference. If mediation fails, disputes shall be resolved exclusively in the state or federal courts of New Castle County, Delaware. Each party irrevocably submits to that jurisdiction and waives any objection based on inconvenient forum. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS AND SHALL BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY.

No Obligation to Purchase. This Agreement does not obligate Customer to purchase any subscription, license, or paid product from Traceforce, nor does it obligate Traceforce to offer Customer any specific pricing, product configuration, or continued access following expiration of the Trial Period. Any commercial relationship between the parties following the Trial Period shall be governed by a separate written agreement.

Modifications. Traceforce may modify this Agreement; changes take effect upon notice or at next use of the Software, unless otherwise stated. Traceforce will give thirty (30) days' notice of material changes. Continued use after the effective date constitutes acceptance. For material adverse changes, Customer may terminate this Agreement within thirty (30) days of notice.

General. Neither party may assign this Agreement without the other's written consent, except in connection with a merger, acquisition, or sale of substantially all assets. This Agreement, together with the DPA and any incorporated addenda, is the entire agreement on its subject matter and supersedes all prior agreements. No modification is binding except as provided herein; no waiver is implied from conduct. If any provision is unenforceable, it is modified to the minimum extent necessary; the remainder remains in effect. The parties are independent contractors. Notices are in writing and effective on delivery to the address provided at registration or to contracts@traceforce.ai for Traceforce. Neither party is liable for failure to perform due to causes beyond its reasonable control, including acts of God, war, government action, infrastructure failures, or third-party cyberattacks not attributable to the affected party's failure to implement reasonable security measures. Each party will comply with applicable export laws; Customer represents it is not on any prohibited party list and will not use the Software in violation of any embargo. Electronic signatures are valid. There are no third-party beneficiaries except as expressly stated.

11. DEFINITIONS

"Affiliate": An entity that directly or indirectly controls, is controlled by, or is under common control with a party (>50% voting equity).

"Authorized Devices": Devices owned or controlled by Customer on which the Software Agent is licensed for installation, not to exceed the Trial Device Limit.

"Confidential Information": Information identified as confidential or reasonably understood as such given its nature. All Customer Data and Telemetry Data are Customer's Confidential Information. All Traceforce Technology and Agreement terms are Traceforce's Confidential Information. Excludes: (a) information rightfully known before disclosure; (b) publicly available information (without breach); (c) information rightfully obtained from a third party without restriction; (d) independently developed information.

"Customer Data": Any data provided by Customer or generated within the Customer Environment through the Software, including Telemetry Data, security event logs, and configuration data.

"Customer Environment": The infrastructure, networks, endpoints, and AI workloads owned or controlled by Customer on which the Software is deployed.

"Documentation": Technical documentation and usage guides, available upon request at contracts@traceforce.ai.

"DPA": The Free Trial Data Processing Agreement at <https://traceforce.ai/legal/trial-dpa>.

"Personal Data": Information relating to an identified or identifiable natural person, as further described in DPA Annex I.

"Security Outputs": Security posture assessments, threat reports, risk scores, alerts, and other outputs generated by the Platform from Customer's Telemetry Data.

"Software" or "Software Agent": The Traceforce AI Security Posture Management software agent, installed on Authorized Devices, including updates delivered through Automatic Updates.

“Telemetry Data”: Security-relevant data automatically collected and transmitted by the Software Agent from Authorized Devices to the Platform when connected, as described in Section 2.2 and DPA Annex I.

“Trial Device Limit”: Ten (10) Authorized Devices, being the maximum number of devices on which the Software may be installed and used under this free trial Agreement.

“Trial Period”: The period of authorized free trial use commencing on the Effective Date and continuing for thirty (30) days, unless earlier terminated in accordance with this Agreement or extended in writing by Traceforce.

“Traceforce Competitor”: Any entity developing, marketing, or commercializing AI security posture management, AI governance, data security, or endpoint detection and response products substantially competitive with the Software.

“Traceforce Offerings”: The Software Agent, Platform, related services, and any ancillary services provided by Traceforce.

“Platform”: The cloud-based management console, analytics engine, threat detection service, reporting interface, and update distribution infrastructure operated by Traceforce.

“Traceforce Technology”: The Software Agent, Platform, Documentation, and all underlying technology, algorithms, detection logic, and derivative works.

ACCEPTANCE

Accepted by Customer upon first use of the Software. No signature is required. By using the Software, Customer agrees to be bound by this Agreement. Questions: contracts@traceforce.ai | Traceforce, Inc., 166 Geary Street, 15th Floor #97, San Francisco, CA 94108