

Adaptive Master Subscription Agreement

This Adaptive Master Services Agreement (the “**MSA**”) along with each Adaptive Order Form (each an “**Order Form**”), together forms the Agreement (the “**Agreement**”) by and between TeamGuard AI, Inc. d/b/a Adaptive Security (“**Adaptive**”) and the Customer identified on the applicable Adaptive Order Form, on behalf of itself, its Affiliates, and its Authorized Users (collectively, the “**Customer**”), effective as of the date of the last signature on the first Order Form between the Parties (the “**Effective Date**”).

The Agreement governs Adaptive’s provision of and Customer’s access and use of Adaptive’s Platform. Each Order Form executed between the Parties is hereby incorporated by reference. In the event of any conflict or inconsistency between the terms of any Order Form and this MSA, the Order Form will control solely to the extent of the conflict or inconsistency. Capitalized terms used but not defined herein have the meanings given to such terms in the applicable Order Form. All definitions in the Agreement apply both to their singular and plural forms, as the context may require.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, THEN YOU MUST NOT ACCEPT THIS AGREEMENT.

1. **Use Restrictions.** Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third-party or provide any third-party except for Authorized Users with access to the Platform; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; (vi) use the Platform in a manner that violates this Agreement, any third-party rights, or any Applicable Laws; or (vii) access the Platform to build a competitive product or services or copy any ideas, features, functions, or graphics of the Platform. Customer acknowledges and agrees that it is responsible for the use or misuse of the Platform by Authorized Users. Any action taken or breach of this Agreement by an Authorized User will be deemed an action taken or a breach of this Agreement by Customer. Without limiting the foregoing, Customer is responsible for the proper care and use of Customer’s and Authorized Users’ access credentials and responsible for any actions resulting from the use of Customer’s or its Authorized Users’ access credentials. Customer grants Adaptive permission for Adaptive to make modifications to its and its Authorized Users’ accounts on their behalf to operate the Platform as intended by the Parties. Adaptive reserves the right to suspend, terminate or limit Customer’s and/or Authorized Users’ access to the Platform and restrict, disable or quarantine any of the Customer Information if Adaptive determines, in its reasonable discretion, that (i) the Platform is being used by Customer, or its Authorized Users, in violation of this Agreement (ii) the Platform is being used by Customer in an unauthorized or fraudulent manner; (iii) Adaptive has not received any amount due under this Agreement within fifteen (15) days after it was due. Customer grants Adaptive the right to use the Platform and Adaptive’s software and services to conduct simulated cybersecurity incidents targeting Customer’s business and personnel as part of Customer’s Platform subscription (“**Cybersecurity Incident Simulations**”). These Cybersecurity Incident Simulations may include impersonations of company personnel, external

individuals, or other strategic methods designed to test and improve the Customer's cybersecurity readiness. Customer hereby waives all claims, including but not limited to, claims for defamation, right of publicity, invasion of privacy, or any other similar or related claims, against Customer in connection with such Cybersecurity Incident Simulations.

2. Customer Information and Customer Marks. As between the Parties, Customer owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Information and the Customer Marks, subject to the license granted herein. Customer hereby grants to Adaptive a revocable, non-exclusive right to use the Customer Information and Customer Marks to provide the Platform and the Professional Services to Customer. All use by Adaptive of the Customer Marks, and any and all goodwill derived therefrom, inure solely to the benefit of Customer.

3. Ownership, License, and Usage Rights.

a. *Adaptive Ownership of Platform.* As between the Parties, Adaptive owns and shall retain all right, title and interest, including all Intellectual Property Rights, in and to the Platform and all information, data, and materials embodied in or related to the Platform, excluding all Customer Information and Customer Marks, subject to the license granted herein. All rights that Adaptive does not expressly grant to Customer in this Agreement are hereby reserved. Adaptive does not grant and Customer acknowledges and agrees that it is not receiving any ownership interest, or any right, title, or interest (whether express or implied) in or to the Platform, the Adaptive Works. Or any information, data, and materials embodied in or related to the foregoing.

b. *License to Platform.* Subject to the terms and conditions of this Agreement, Adaptive hereby grants to Customer during the Term a non-exclusive, non-transferable, non-assignable (except pursuant to Section 17(c) ("Assignment"), below) and non-sublicensable right and license to allow the Authorized Users to access and use the Platform solely for providing the Platform to their employees and contractors.

c. *Professional Services and Ownership of Adaptive Work Product.* Subject to the terms and conditions of this Agreement, Adaptive shall provide the Professional Services set forth in the applicable Order Form. In the course of performing the Professional Services, Adaptive may develop and produce Adaptive Work Product. As between the Parties, Adaptive owns and shall retain all right, title and interest, including all Intellectual Property Rights, in and to the Adaptive Work Product and all information, data, and materials embodied in or related to the Adaptive Work Product, excluding all Customer Information and Customer Marks, subject to the license granted herein.

d. *License to Adaptive Work Product.* Subject to timely payment of the applicable Fees, Adaptive hereby grants to Customer during the Term a non-exclusive, non-transferable, non-assignable (except pursuant to Section 17(c) ("Assignment"), below), and non-sublicensable right and license to use the Adaptive Works.

e. *Customer Inputs and Platform Outputs.* In the course of using the Platform, Customer may upload content to be processed by the Platform in accordance with Customer's instructions ("**Customer Inputs**"), and receive outputs generated and returned by the Platform using those Customer Inputs ("**Platform Outputs**"). Customer is solely responsible for its Customer Inputs, the Platform Outputs, and its use of the Platform Outputs, and should review

any Platform Outputs prior to its use and exercise its own business and legal judgment as to its suitability for use. For purposes of clarity, Customer Inputs will be considered “Customer Information” under this Agreement.

f. *Platform Feedback.* From time to time, Customer may make available to Adaptive, directly or indirectly, feedback, analysis, suggestions and/or comments related to the Platform (collectively, “**Platform Feedback**”). Customer hereby grants to Adaptive a perpetual and irrevocable right to use such Platform Feedback to provide and improve the Platform without any compensation or credit to Customer.

4. **Platform Training and Support.** Adaptive may provide commercially reasonable training and support in connection with the Platform, in its sole discretion. Any such training or support may be available via email to support@adaptivesecurity.com. Adaptive will respond to requests for training or support only from the Authorized Users.

5. **Free Trial of Platform.** Adaptive may make the Platform available to Customer for evaluation purposes, free of charge, until the earlier of: (i) the end of the free trial period as stated on the Order Form; (ii) the start of any purchased access to the Platform through an Order Form; or (iii) termination by Adaptive in Adaptive’s sole discretion (the “**Trial Period**”). Notwithstanding anything stated herein, during the Trial Period, the Platform is offered “as-is” and Adaptive’s representations and warranties in Section 10 (“Representations and Warranties”) and Adaptive’s indemnification in Section 13(b) (“Indemnification by Adaptive”) will not apply. DURING THE TRIAL PERIOD, ADAPTIVE MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, AND ADAPTIVE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

6. **Fees; Payment Terms.**

a. *Fees.* Customer shall pay Adaptive the fees set forth in the applicable Order Form (“**Fees**”) in accordance with the payment terms in the applicable Order Form. All Fees are non-cancellable and non-refundable. Client shall make all payments to Adaptive in United States Dollars (USD) unless otherwise agreed upon by the Parties in writing. Customer shall be solely responsible for any foreign exchange or currency conversion costs and fees incurred by Customer under this Agreement. Any Fees not paid when due will accrue interest at the rate of one-and-a-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If Customer’s unpaid invoices are referred to an attorney or collections agency, Customer shall pay all reasonable costs of collections, including attorney’s fees or collections agency fees actually incurred by Adaptive.

b. *Taxes.* The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with the rights and benefits it receives under this Agreement. If Customer or Adaptive is compelled to make any deduction of Taxes from the Fees, Customer will pay to Adaptive such additional amounts as are necessary to ensure

receipt by Adaptive of the full amount of the Fees. If Adaptive has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, then Adaptive will invoice Customer and Customer will pay that amount unless Customer provides Adaptive with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Adaptive is solely responsible for Taxes assessable against Adaptive based on its net income, property and employees.

7. Confidentiality. Each Party acknowledges that it may gain access to or become familiar with the other Party's Confidential Information. The Recipient of the Confidential Information shall:

- (a) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement, or otherwise in any manner to the Discloser's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Discloser's proprietary services, products, and/or confidential intellectual property;
- (c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement;
- (d) be responsible for any breach of this section caused by any of its representatives; and
- (e) promptly notify the Discloser in writing of any misuse or misappropriation of the Confidential Information of the Discloser that comes to the Recipient's attention. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party in connection with subpoenas, court orders, other legal processes, or as otherwise required by applicable Law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

Notwithstanding anything to the contrary in the Agreement, without the other Party's consent, a Party may disclose the Agreement (or the existence of the Agreement) to bona fide potential investors or prospective purchasers of a portion of or all of its assets or beneficial ownership interests, provided such disclosure is subject to confidentiality and non-use obligations no less restrictive than those contained in the Agreement, and/or as required by applicable Law, including any governmental or regulatory filing.

8. Data Security.

a. **Standard of Care.** Adaptive acknowledges and agrees that, in connection with this Agreement, Adaptive may create, receive, or have access to Personal Information. Adaptive shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all authorized representatives of Adaptive.

b. *Information Security.* Adaptive represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. To the extent Customer includes Personal Information, and unless otherwise agreed to, Adaptive shall retain, use, and disclose such Personal Information for the sole purposes specified in this Agreement. For the avoidance of doubt, Adaptive is a “service provider” (as such term is defined in the California Consumer Privacy Act (“**CCPA**”)). Adaptive will not “sell” or “share” (as such terms are defined in the CCPA) any Personal Information, use or disclose Customer’s Personal Information outside the business relationship with Customer, or combine Customer’s Personal Information with any personal information Adaptive receives from any other source, except as permitted by applicable Data Protection Laws. Customer has the right to take reasonable and appropriate steps to ensure that Adaptive uses Personal Information in a manner consistent with the Customer’s obligations under applicable law, and to stop and remediate Adaptive’s unauthorized use of Personal Information. Adaptive will notify Customer if it makes a determination that it can no longer meet its obligations under Applicable Laws. Adaptive hereby certifies that it understands and shall comply with the restrictions set forth in this Agreement. Adaptive shall maintain commercially reasonable administrative, technical and physical safeguards that are (i) appropriate to the nature of Personal Information that it processes on behalf of Customer and (ii) designed to protect the security, confidentiality and integrity of Customer Information. In the event of any unauthorized acquisition, alteration, or disclosure of Customer’s Personal Information that requires notification to an individual, government or regulatory body, or law enforcement authority under Data Protection Laws, Adaptive shall notify Customer promptly and without undue delay.

c. *Sub-Processors.* Customer hereby authorizes Adaptive to engage third-party entities to “process” (as such term is defined by Data Protection Laws) Personal Information on behalf of and as specifically directed by Adaptive pursuant to a written contract that includes obligations that are at least as protective as those set out in this section and as required by Data Protection Laws.

9. **Term and Termination.**

d. *Term.* This Agreement will commence on the effective date of the first Order Form between Adaptive and Customer (i.e., the date on which Adaptive and Customer enters into the first Order Form) and continues until all Order Forms have expired or are terminated according to their terms (the “**Term**”).

e. *Termination.* Either Party may terminate this Agreement or an individual Order Form upon thirty (30) days’ prior written notice to the other Party if the other Party is in material breach of this Agreement or an individual Order Form and the breaching Party fails to remedy the breach within such thirty (30)-day notice period.

f. *Effect of Termination.* Upon expiration or termination of this Agreement for any reason, the licenses granted to Customer in this Agreement will automatically terminate and all Fees owed pursuant to Section 5 (“**Fees**”) will become immediately due and payable. Any usage by Customer of the Platform specified in an Order Form beyond the expiration or termination of such Order Form shall be: (i) paid for by Customer at Adaptive’s standard monthly fees for such Platform; and (ii) subject to the terms and conditions of this Agreement. Any such continued

Platform after expiration of an Order Form shall not affect Adaptive's right to discontinue or terminate the Platform at any time post-expiration.

g. *Survival.* The provisions of Sections 1 ("Use Restrictions"), 2 ("Customer Information and Customer Marks"), 3(a) ("Adaptive Ownership of Platform"), 3(f) ("Platform Feedback"), 6 ("Fees; Payment Terms"), 7 ("Confidentiality"), 9(f) ("Effect of Termination"), 9(g) ("Survival"), 10 ("Representations and Warranties"), 11 ("Warranty Disclaimer"), 12 ("Limitation of Liability"), 13 ("Indemnification"), 14 ("Press Release; Publicity"), 15 ("Notices"), 16 ("Governing Law; Venue"), 17 ("Miscellaneous") and any provisions that, by their nature or terms, are intended to survive the expiration or termination of this Agreement, along with all defined terms used in those provisions and Sections, will survive the expiration or termination of this Agreement.

10. **Representations and Warranties.**

a. *Mutual Representations and Warranties.* Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform all of its obligations hereunder; (iii) the execution of this Agreement has been duly authorized by all necessary corporate or organizational action of the Party; (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (v) it is in compliance with, and shall perform its obligations hereunder in compliance with all Applicable Laws.

b. *Adaptive Representations and Warranties.* Adaptive represents and warrants that it will use commercially reasonable efforts to make the Platform available at all times during the Term, except for planned downtime and any unavailability caused by a Force Majeure Event.

c. *Customer Representations and Warranties.* Customer represents and warrants that it owns or otherwise has sufficient rights to the Customer Information and Customer Marks to grant the rights and licenses set forth in this Agreement.

11. **Warranty Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 8, ADAPTIVE MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND ADAPTIVE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR INDEMNITY OBLIGATIONS ARISING UNDER SECTION 10 (INDEMNIFICATION) AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES), (I) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES THAT ARE DUE AND PAYBLE TO ADAPTIVE DURING THE TERM; AND (II) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT

LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. This section will not apply to any actual or alleged infringement by Customer or any Authorized User of Adaptive's intellectual property or other proprietary rights.

13. **Indemnification.**

a. *Indemnification by Customer.* Customer will indemnify, defend, and hold harmless Adaptive and its Affiliates, and each of their respective officers, directors, consultants, contractors, agents, attorneys, and employees (collectively, the "**Adaptive Indemnified Parties**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "**Action**") arising out of or resulting from: (i) Customer's breach of any provision of this Agreement; (ii) Adaptive's use of Customer Information or the Customer Marks in accordance with the terms and conditions of this Agreement; (iii) Adaptive's operation of the Platform and any Adaptive software or services as set forth in the applicable Order Form and directed by Customer (including Cybersecurity Incident Simulations); and (v) Customer's fraud, gross negligence, or willful misconduct.

b. *Indemnification by Adaptive.* Adaptive will indemnify, defend, and hold harmless Customer, and their respective officers, directors, consultants, contractors, agents, attorneys, and employees (collectively, the "**Customer Indemnified Parties**") from and against all Losses arising out of or resulting from any Action arising out of or resulting from: (i) Adaptive's breach of any provision of this Agreement; and (ii) Adaptive's fraud, gross negligence, or willful misconduct. Notwithstanding the foregoing, Adaptive will have no liability for a third-party Action to the extent it arises out of or results from: (A) any breach of this Agreement by Customer; (B) any modification, alteration or addition made to the Platform by Customer, including any combination of the Platform with software not provided by Adaptive; or (C) any Customer Information. This section states Adaptive's entire and sole liability with respect to third-party Actions.

c. *Indemnification Procedures.* The Party seeking indemnity under this section ("**Indemnified Party**") will provide the other Party ("**Indemnifying Party**") with prompt written notice of any claim for which the Indemnified Party seeks an indemnity, provided that failure to provide such notice will not relieve Indemnifying Party of its obligations hereunder, except to the extent that Indemnifying Party was materially prejudiced by such failure. The Indemnifying Party shall, at its own expense, defend the Indemnified Party using legal counsel reasonably acceptable to the Indemnified Party. The Indemnified Party will reasonably cooperate in the defense of any such claim, at the Indemnifying Party's sole expense. The Indemnifying Party will have the sole authority to settle a claim, provided that it may not settle any claim against the Indemnified Party without the Indemnified Party's prior express written consent, which may not be unreasonably withheld, conditioned or delayed, unless such settlement consists solely of monetary damages for which the Indemnifying Party is responsible hereunder. The Indemnified Party may participate in the defense of a claim through counsel of its own choice at its own

expense; provided, however, that if the Indemnified Party reasonably determines that the Indemnifying Party is unwilling or unable to defend the Indemnified Party's interests, then the Indemnified Party may assume the defense against any claims at the Indemnifying Party's sole expense.

14. **Press Release; Publicity.** Neither Party shall issue or release any announcement, statement, or press release relating to this Agreement without obtaining the express prior written consent of the other Party. Notwithstanding the foregoing, Adaptive may use Customer's name and logo in Adaptive's marketing materials, including on Adaptive's website, solely to identify Customer as a customer of Adaptive. Customer may withdraw this consent at any time by providing written notice to Adaptive.

15. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth in the Order Form and with the appropriate postage affixed; or (ii) sent via electronic mail to legal@adaptivesecurity.com in the case of Adaptive and to the address or email provided in the Order Form, in the case of Customer. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, or on the same day an electronic mail is sent to the recipient.

16. **Governing Law; Venue.** This Agreement will be governed by and construed under the laws of the State of New York without reference to its conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York, and the parties agree to waive all rights to challenge the foregoing.

17. **Miscellaneous.**

a. *Third-Party Interactions.* Customer's use of any third-party products, packages or services that are not provided by Adaptive which link to the Platform, or which are enabled in conjunction with the Platform ("**Third-Party Interactions**") shall be at Customer's choice and sole discretion. To the extent Customer decides to use Third-Party Interactions, Customer's access and use of such Third-Party Interactions shall be governed solely by the terms and conditions of such Third-Party Interactions as between Customer and the third-party. In the event Customer enables, installs, connects, or provides access to any Third-Party Interactions for use with the Platform, Customer (i) permits the transmission of Customer Information to such Third-Party Interactions at Customer's direction; (ii) permits such Third-Party Interactions to access the Customer Information at Customer's direction; and (iii) will provide notice to Adaptive of any transmission of Customer Information and provide notice to Adaptive of the identity of such third-party (unless notice is provided in connection with an API call). Adaptive does not license, support, control, endorse or otherwise make any representations or warranties regarding any Third-Party Interactions, notwithstanding that Adaptive may have identified such Third-Party Interaction that Customer subsequently decided to use, and notwithstanding that Customer has directed Adaptive to implement or configure such Third-Party Interactions on Customer's behalf.

b. *Injunctive Relief.* Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Adaptive, entitling Adaptive to seek injunctive relief in addition to all legal remedies.

c. *Assignment.* This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void.

d. *Export Regulations.* Customer agrees to comply with all applicable export and re-export control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Specifically, Customer covenants that it will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any products, service, or technology (including products derived from or based on such technology) received from Adaptive under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

e. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.

f. *Entire Agreement; Amendments; Waivers.* This Agreement, including the MSA and all related Order Form(s), embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous, or contemporaneous communications, whether oral or written, express or implied. The terms of any Customer-generated purchase order or any terms presented in connection with any vendor management tool (e.g., vendor payment portal) will be void and shall have no legal effect. Adaptive may amend this Agreement from time to time by posting an amended version at its website and sending Customer written notice thereof. Such amendment will be deemed accepted by Customer and become effective thirty (30) days after such notice (the "**Proposed Amendment Date**"), unless Customer first gives Adaptive written notice of objection to the amendment. In case of such objection, this Agreement will continue under the provisions in effect prior to the amendment, and the amendment will become effective at the start of Customer's next renewal following the Proposed Amendment Date (unless Customer provides notice of non-renewal). Customer's continued use of the Platform following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be modified or amended in any other way except by a writing signed by both Parties. All waivers made under this Agreement must be made in writing by the Party making the waiver.

DEFINITIONS

"Adaptive Work Product" means all tangible materials and work product developed and produced by Adaptive resulting from or in connection with the Professional Services.

"Affiliate" means, with respect to an entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

“Applicable Laws” means all statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law, judgments, decrees, or other requirements of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction that may be applicable to either Party and this Agreement.

“Authorized User” means Customer’s employees, agents, representatives, consultants, contractors, clients, and any person or entity acting or apparently acting on behalf of Customer, and/or Customer’s Affiliates that access the Platform without executing their own separate Order Form.

“Confidential Information” means all non-public, confidential, or proprietary information disclosed by one Party (as the “Discloser”) to the other Party (as the “Recipient”) whether disclosed orally or disclosed or accessed in visual, written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including but not limited to all: (a) information concerning the Discloser’s past, present, and future business affairs including finances, products, services, organizational structure, internal practices, forecasts, and sales; and (b) in the case of Adaptive as the Discloser, all non-public specifications, documentation, or technical information that Adaptive provides to Customer, Customer’s Affiliates, and Customer’s Authorized Users. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this Agreement by the Recipient or any of its representatives; (ii) is obtained by the Recipient or its representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) the Recipient establishes by documentary evidence, was in the Recipient’s possession prior to disclosure by the Discloser hereunder; or (iv) the Recipient establishes by documentary evidence, was or is independently developed by the Recipient without using any of the Discloser’s Confidential Information.

“Customer Information” means all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted transferred, transmitted, or otherwise provided or made available by Customer, any Customer’s Affiliate, or any Authorized User for processing by or through the Platform; or (b) collected, downloaded, or otherwise received by Adaptive or the Platform for Customer or any Customer Affiliate or Authorized User pursuant to this Agreement or any Order Form or at the written request or instruction of Customer or such Customer Affiliated or Authorized User. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Information are themselves also Customer Information. “Customer Information” includes but is not limited to employee telephone numbers, employee email addresses, employee names, and employee job titles.

“Customer Marks” means all trademarks, service marks, trade names, logos, phrases, assets, and other indicia embodied in any Customer Information or otherwise furnished by Customer to Adaptive in connection with this Agreement.

“Force Majeure Event” means acts of God; flood, fire, earthquake, epidemic, pandemic, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunication breakdowns, power outages or

shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and other similar events beyond the control of either Party.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (iii) biometric, genetic, health, medical, or medical insurance data; (iv) geolocation data; or (v) information regarding their racial or ethnic origin, religious beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Party" or **"Parties"** means each of Adaptive and Customer and collectively, Adaptive and Customer.

"Personal Information" means information provided to Adaptive by or at the direction of Customer, information which is created or obtained by Adaptive on behalf of Customer, or information to which access was provided to Adaptive by or at the direction of Customer, in the course of Adaptive's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information. Customer's business contact information is not by itself deemed to be Personal Information.

"Platform" means one or more of Adaptive's products, services (other than Professional Services), programs, and platforms identified in the applicable Order Form.

"Professional Services" means the professional and other services to be provided by Adaptive to Customer as set forth in the applicable Order Form, excluding support services provided by Adaptive to Customer to support, maintain, and service the Platform.