

## MASTER SOLUTION AGREEMENT

Semperis Inc., a Delaware (USA) corporation, on behalf of itself and any Affiliates performing under this Agreement (“*Semperis*”), agrees to provide the Solution to the company or the legal entity (“*Customer*”) that enters into an Order with Semperis or a Partner, only on the condition that Customer accepts all of the terms of this Agreement. This is a legal and enforceable contract between Customer and Semperis.

Customer, and the individual accepting this Agreement on behalf of Customer, understand that by performing any of the following: (a) clicking the “I Agree” button, (b) installing or using the Solution, (c) placing an Order for the Solution (d) otherwise assenting to this Agreement – Customer is executing this Agreement as of such date (“*Effective Date*”) and agreeing to be bound by its terms. If Customer enters into a separate written agreement with Semperis for the Solution, then the terms of that separate written agreement, shall apply and this Agreement shall have no effect.

The individual accepting this Agreement on behalf of Customer warrants and represents that they have the authority to bind Customer to this Agreement.

**1. Scope.** This MSA governs Customer’s access and use of all current and future Semperis Software, Services, Documentation, content, and material (collectively, the “*Solution*”). The Solution is also subject to the applicable additional terms and conditions (“*Supplemental Terms*”), which are available at [www.semperis.com/contracts](http://www.semperis.com/contracts). The applicable Supplemental Terms are incorporated into this MSA (collectively, the “*Agreement*”). If there are conflicting terms, the order of precedence shall be as follows: the Order (where applicable), any applicable Supplemental Terms, then the MSA.

**2. Orders.** Customer will place orders for the Solution through a Partner (each, an “*Order*”). All pricing and payment terms will be negotiated directly with the Partner and included in an Order. Each Order shall be incorporated into this Agreement and subject to these terms regardless of whether the Order expressly references this Agreement. Each Order will continue in effect for the period specified in the Order, unless otherwise terminated pursuant to this Agreement (together with any renewal period(s), collectively, the “*Order Term*”).

**3. Services.** Semperis will perform Services as specified in an Order or Statement of Work. Customer agrees to provide Semperis with reasonable information and assistance to facilitate its performance of all Services.

**4. Software.** Semperis provides both On-Premises Software and Cloud Software, each of which are subject to respective Supplemental Terms.

4.1. Access and Use. Subject to the terms of this Agreement and to the scope, scheme and license metrics as set forth in the Order, Semperis grants Customer a worldwide, limited, non-exclusive, revocable, non-sublicensable, and non-transferable (except as expressly authorized herein) license during the Order Term: (a) to access and use the Software in accordance with the Documentation and this Agreement solely for Customer’s internal use and (b) to access, use and make a reasonable number of copies of the Documentation solely for the Customer’s internal use. During the Order Term, Semperis will, directly or with the assistance of the Partner, provide technical support for questions, problems and inquiries regarding the Software as specified in the Order and the applicable Supplemental Terms.

4.2. Customer Responsibilities. Customer will be solely responsible for: (a) all access credentials, such as usernames, passwords, security keys, security tokens, or PINs, used by Customer in connection with the Software; (b) use of Software resulting from access provided by Customer or via Customer’s credentials; (c) continued access and use of the Software to monitor account status, updates and alerts issued through the Software; (d) Customer Data, subject to Semperis’ processing obligations under this Agreement; and (e) maintaining accurate records with respect to its access and use of the Software. The Software may include machine learning algorithms which run on Customer Data. Therefore, the quality of the results and output of the machine learning portions of the output is heavily reliant on the quality of Customer Data. In some versions of the Software, Customer may add to the Software scripts and/or other code (“**Scripts**”) that were written by Customer and/or on its behalf, that may run or operate in certain situations determined by the Customer. Customer will be solely responsible for any such Scripts, including (without limitation) configuring the operation/running of the Scripts, determining the security context in which such Scripts will run/operate, and for any outcome resulting from, or related to, the running/operation of the Scripts.

4.3. Customer Restrictions. No provision of this Agreement includes the right to, and Customer shall not (and shall not permit others to), directly or indirectly: (a) enable any person or entity other than Authorized Users to

access and use any Software or Documentation; (b) modify, copy or create any derivative work of any Software or Documentation, in whole or in part; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software or Documentation to any third party, including as part of a managed services offering; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software; (e) bypass or breach any security device or protection used for or contained in the Software or publicly disclose any security vulnerabilities of the Software; (f) scan, scrape, probe or hack the Software; (g) interfere with, circumvent, manipulate, impair or disrupt the operation or functionality and/or technical limitations of the Software; (h) attempt to enable any features or functionalities that are otherwise disabled, inaccessible or undocumented in the Software; (i) access or use the Software or Documentation in order to perform competitive analysis or develop competing products or services, (j) remove, obscure or alter any proprietary notice on the Software or Documentation; (k) use or permit others to use any Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any Applicable Law; or (l) use the Software or Documentation for any activity that violates Applicable Law or which would give rise to civil liability; or (m) insert or introduce any Malicious Code into the Software.

4.4. Third-Party Offerings. Certain features and functionalities within the Software may allow Customer to interface with, access and/or use compatible Third-Party Offerings. Semperis shall have no responsibility for Third-Party Offerings, even where a Third-Party Offering complements or relates to the Solution or has been made available by or through a Partner. Customer acknowledges that Semperis: (a) does not control, monitor, maintain, recommend, endorse, or provide support for, Third-Party Offerings; (b) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with Third-Party Offerings, including with respect to any Customer or Partner interface, integration or other connection with the Solution, and (c) cannot guarantee the continued availability of any Third-Party Offering. Customer's access and use of any Third-Party Offering will be subject to the applicable terms, conditions, policies, and licenses applicable to Third-Party Offering.

4.5. Open Source. As specified in the Documentation, the Software may contain open source software that is subject to respective open source licenses and not to this Agreement. Such open source licenses contain lists of conditions with respect to warranty, copyright policy and other provisions. If, and to the extent, any of the foregoing open source code licenses require that the source code of their corresponding open source code software and materials be made available to Customer, and such source code was not delivered to Customer, then Semperis will obtain a copy of the source code of the corresponding open source code software for Customer, upon request.

4.6. Trial Software. Where Customer is provided with Software by Semperis for trial and evaluation purposes only ("Trial Software"), access to the Trial Software will be terminated upon expiration of the Order Term for the Trial Services ("Trial Term"). Notwithstanding any provision to the contrary herein, in respect of the Trial Software, Customer acknowledges and agrees that: (a) Semperis may terminate the Trial Term immediately at any time upon notice to Customer; (b) Semperis shall provide reasonable Support, but makes no specific commitments regarding support for the Trial Software; (c) the Trial Software is provided "as is" and Semperis expressly disclaims all warranties with regard to the Trial Software; (d) Customer shall use the Trial Software in a non-production capacity solely for internal evaluation purposes; and (e) notwithstanding anything included in this Agreement to the contrary, Semperis shall have no indemnification obligations nor any liability of any type with respect to the Trial Software.

4.7. Software Deployment. Following the execution of this Agreement, the parties will jointly agree on a statement of work regarding to the deployment, onboarding and/or implementation of the Software, on the basis of the Software Deployment Documentation.

**5. Records.** Customer agrees to maintain complete and accurate records with respect to its access and use of the Software. Semperis may, at its own expense and on at least 10 days' prior written notice, periodically inspect and audit such records during Customer's regular business hours. Customer agrees to provide Semperis with reasonable information and assistance in connection with any audit. If an audit reveals that Customer has underpaid any amounts due and payable, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with any interest accrued.

**6. Data Processing.** Customer hereby authorizes, and expressly instructs, Semperis to process Customer Data to provide the Solution. Customer additionally acknowledges and agrees that Semperis may use aggregated and anonymized data derived from Customer's use of the Solution ("Aggregate Data") for its own business purposes during and after the term of this Agreement, including to improve, develop and promote the Solution.

## **7. Confidential Information.**

7.1. *"Confidential Information"* means any information disclosed by or on behalf of one Party (the *"Discloser"*) to the other Party (the *"Recipient"*) that is designated as *"confidential"*, or which should reasonably be understood to be confidential given the nature of the information or the circumstances of the disclosure. Confidential Information includes (a) information relating to the Discloser's business affairs, business plans, promotional activities, and technology, including the Solution; and (b) the terms of this Agreement and all Orders, including pricing of the Solution. Confidential Information does not include any information that: (i) is or becomes publicly available through no fault or action of the Recipient; (ii) is acquired by the Recipient from another source that does not owe confidentiality obligations to the Discloser; (iii) the Recipient establishes by documentary evidence was known to Recipient prior to receiving the same from the Discloser; or (iv) the Recipient establishes by documentary evidence was or is independently developed by the Recipient without access or reference to or use of the Discloser's Confidential Information.

7.2. The Recipient shall not, and shall not permit others to, (a) use the Discloser's Confidential Information for any purpose outside the scope of this Agreement without the Discloser's prior written consent, or (b) disclose the Discloser's Confidential Information to any person or entity, except to the Recipient's employees, Affiliates, agents, contractors and service providers (*"Representatives"*) who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Recipient shall remain liable at all times for all acts or omissions of its Representatives with respect to the Discloser's Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information to the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a subpoena or court order), provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event that such protective order or other remedy is not obtained, Recipient shall furnish only that portion of the Confidential Information which is legally required and shall exercise all efforts required to obtain confidential treatment for such information.

**8. Ownership.** As between the Parties: (a) Customer owns all right, title and interest in and to Customer Data, including all associated Intellectual Property Rights, and (b) Semperis owns all right, title and interest in and to the Solution, Feedback, and Aggregated Data, including all associated Intellectual Property Rights and all derivatives, improvements or variations thereof. Except for the rights expressly granted by one Party to the other in this Agreement, all rights are reserved by the granting Party.

**9. Compliance with Laws.** Each Party agrees to comply with all Applicable Laws with respect to the performance of its obligations and exercise of its rights under this Agreement. Without limiting the foregoing:

9.1. Data Privacy and Protection. Each Party shall comply with Applicable Laws concerning the privacy and protection of Personal Information. Customer will be solely responsible for providing any notices, or obtaining any consents for collecting, processing, and transferring Personal Information, as required by Applicable Law. In the event Customer Data contains Personal Information, then the Data Processing Addendum located within the Supplemental Terms will apply.

9.2. Bribery and Corruption. Each Party shall comply with all Applicable Laws concerning anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act. As of the Effective Date and the date of each Order, Customer represents that neither it nor any Affiliate has received or been offered or provided or any illegal or improper bribe, kickback, payment, gift or thing of value from or to any Partner or any employee, agent or representative of Semperis or its Affiliates in connection with this Agreement. Customer hereby acknowledges that Semperis' maintains an anti-corruption program (policy available at <https://www.semperis.com/wp-content/uploads/legal/anti-corruption-policy.pdf>) which includes zero tolerance for bribery and corruption, and which forbids any entity operating in connection with Semperis, either directly or indirectly, including customers, from offering, promising, giving, authorizing to give, soliciting, or accepting any unlawful pecuniary or other advantage. Semperis shall be entitled to terminate this Agreement immediately and pursue any legal remedy in the event such policy is violated by Customer or by anyone acting on its behalf.

9.3. Export Laws. Each Party shall comply with Applicable Laws concerning the export and import of technology and technical data, including the regulations of the United States Department of Commerce and the United States Export Administration Act. Customer will not procure or facilitate the use of the Solution in, or allow the export

or re-export of anything related to the Solution to, any region, country or entity that is the subject or target of any U.S. or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including those imposed, administered, or enforced by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes. Customer will not, and will not permit any third parties, to upload any information to the Software that is controlled under the U.S. International Traffic in Arms Regulations.

## **10. Warranty and Disclaimer.**

10.1. Warranty. Semperis warrants that the Software will conform in all material respects to the Documentation during an applicable Order Term. This warranty does not apply if: (a) Customer breaches this Agreement or applicable Order, (b) the Software is used other than as specified in the Documentation or is used in connection with any hardware or software not explicitly permitted in the Documentation; (c) Customer modifies or damages the Software; or (d) Customer uses the Software in violation of Applicable Law. Semperis makes no representations or warranties regarding any Third-Party Product or any open-source software. If Software fails to materially comply with this warranty, subject to Customer promptly notifying Semperis in writing of such failure, Semperis shall repair, replace or provide a workaround for the Software in accordance with the Support terms. Customer must provide Semperis with all information reasonably requested by Semperis to resolve the reported failure, including sufficient information to enable the Semperis to recreate such failure.

10.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOLUTION IS PROVIDED ON AN "AS IS" BASIS AND SEMPERIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEMPERIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, SEMPERIS MAKES NO WARRANTY OF ANY KIND THAT THE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

## **11. Indemnification.**

11.1. By Semperis. Semperis agrees to defend, indemnify and hold harmless Customer, its Affiliates, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or related to any legal claim, suit, action or proceeding by a third party alleging Customer's use of the Solution in accordance this Agreement infringes such third party's Intellectual Property Rights. Notwithstanding the foregoing, Semperis will have no obligation to defend, indemnify or hold harmless Customer if an infringement claim arises from: (a) Customer's breach of this Agreement, (b) the contents of any Customer Data; (c) Customer's failure to use any enhancements, modifications, or updates to the Software that have been provided by Semperis; (d) modifications made to the Solution by anyone other than Semperis; or (e) combination of the Software with products, software, data, or materials not provided by Semperis, to the extent that the Software would not be infringing in the absence of such combination. If the Solution becomes, or in Semperis' opinion is likely to become, the subject of an infringement claim, Semperis may in its discretion and at its own expense: (i) obtain for Customer the right to continue using the Solution; (ii) modify the Solution so that it no longer infringes or misappropriates; or (iii) terminate the applicable Order(s) and issue a pro-rata refund. This Section states Semperis' entire liability, and Customer's exclusive remedy, for any infringement claim.

11.2. By Customer. Customer agrees to defend, indemnify and hold harmless Semperis, its Affiliates, and their employees, contractors, agents, officers and directors, from and against any and all Losses arising out of or related to any claim by a third party arising out of or relating to Customer-Controlled Matters.

11.3. Process. The Party seeking indemnification shall promptly notify the other Party in writing of any claim for which it seeks indemnification, and reasonably cooperate with the indemnifying party's defense as requested by and at the expense of the indemnifying party. The indemnifying party shall have sole control of the defense settlement of the claim; however, the indemnifying party shall not settle a claim in any manner that imposes liability or prejudices the other party without prior written consent. The indemnified party may participate in and observe the proceedings at its own expense with counsel of its own choice.

## **12. Limitations of Liability.**

12.1. TYPES OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS

EXPRESSLY PROVIDED IN SECTION 12.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA—CONTRACTUAL LIABILITY, STATUTORY DUTY, AND OTHERWISE, FOR ANY INDIRECT DAMAGES, INCLUDING: (1) CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; (2) LOSS OF REVENUE OR PROFITS, (3) LOSS OF GOODWILL OR REPUTATION; (4) LOSS OR CORRUPTION OF DATA; OR (5) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.2. **LIABILITY CAP.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID TO SEMPERIS BY CUSTOMER (OR PARTNER, AS APPLICABLE) UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT INCREASE THIS AMOUNT.

12.3. **EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY'S LIABILITY IS EXCLUDED OR LIMITED IN THE EVENT OF: (1) WILLFUL MISCONDUCT, (2) FRAUD, (3) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (4) CUSTOMER'S BREACH OF SECTION 4.3 (CUSTOMER RESTRICTIONS), OR (5) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **13. Term and Termination.**

13.1. **Term.** The term of this Agreement begins on the Effective Date and will continue until the conclusion of all Orders or as otherwise terminated hereunder. Unless specified otherwise in an Order, each subscription within an Order shall automatically renew for subsequent Order Terms of the same length as the original Order Term unless one Party gives the other Party written notice of its intent not to renew the applicable subscription at least thirty (30) days prior to the end of the then-current Order Term.

13.2. **For Cause.** Either Party may immediately terminate this Agreement and all Orders if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

13.3. **For Bankruptcy.** Unless prohibited by Applicable Law, either party may immediately terminate this Agreement and all Orders if the other Party (a) becomes insolvent or is generally unable to pay its debts as they become due, (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy that has not been dismissed within thirty (30) days or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.4. **Effect of Termination.** Upon expiration or earlier termination of this Agreement or an Order: (a) all rights granted to Customer with respect to Software will terminate; (b) Semperis will have no obligation to provide or make the Software available to Customer or Authorized Users after the effective date of the termination; (c) Customer shall cease using all Software, and uninstall all On-Premises Software, (d) Customer shall delete or destroy all copies of the Software and Documentation, and shall provide Semperis a written certification within thirty (30) days from the date of such request, that Customer has complied with all of the foregoing obligations. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

13.5. **Survival.** The following Sections will survive any termination or expiration of this Agreement: Section 4.3 (Customer Restrictions), Section 7 (Confidential Information), Section 8 (Ownership), Section 10 (Warranty and Disclaimer), Section 11 (Indemnification), Section 12 (Limitation of Liability), and Section 14 (Miscellaneous).

### **14. Miscellaneous.**

14.1. **Entire Agreement.** This Agreement, together with all Orders, Supplemental Terms (including the DPA, if applicable), is the complete and exclusive statement of the agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, proposals, negotiations, and any provisions on a purchase order, procurement portal or documents provided by Customer (even if signed or post-dates this Agreement). This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

14.2. Independent Parties; No Third-Party Beneficiaries. The Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture, or partner. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.3. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 (Confidential Information) or Section 8 (Ownership) 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, including a restraining order, injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.4. Dispute Resolution. Each Party agrees that before it seeks any form of legal relief (except as explicitly set forth below) it shall provide written notice to the other Party of the specific issue(s) in dispute. Within fifteen (15) days after such notice, knowledgeable executives of the Parties shall hold at least one meeting for the purpose of attempting in good faith to resolve the dispute. In the event that the dispute is not settled within thirty (30) days of said notification, each party may seek legal relief as set forth below. The dispute resolution procedures in this section 14.4 shall not apply to claims subject to indemnification or prior to a party seeking a remedy under Section 14.3 above.

14.5. Governing Law; Venue. The Agreement shall be governed by and enforced in accordance with the following laws, and brought exclusively in the following jurisdictions (i.e. venue), without regard to the conflict of law principles:

<b>Customer legal entity location</b>	<b>Governing Law</b>	<b>Venue</b>
United Kingdom, European Union, & Switzerland	England and Wales	London, England
All other locations	Delaware, USA	Delaware, USA (state & federal)

The Parties expressly consent to personal jurisdiction and venue of these courts, and further agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are each specifically excluded from application to this Agreement. Notwithstanding the foregoing, either party may seek equitable, injunctive or declaratory relief to enforce any of its intellectual property rights or rights in the Confidential Information in any court of appropriate jurisdiction. Each party hereby waives its respective rights to a jury trial of any claim or cause of action relating to or arising out of this Agreement.

14.6. Publicity. Neither Party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party; provided, however, that Semperis may include Customer's name and logo in its lists of Semperis customers, its public website and other promotional material.

14.7. Subcontracting. Customer acknowledges that Semperis may use subcontractors and other third-party providers in connection with the performance of its own obligations hereunder as it deems appropriate, provided that Semperis remains responsible for the performance of each such party.

14.8. Assignment. Neither Party may assign or otherwise transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent, which shall not be unreasonably delayed or withheld. Any attempt to assign or transfer this Agreement without such consent will be null and void. Notwithstanding the foregoing, each Party may assign this Agreement to an Affiliate or to a successor of substantially all of its business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganization, or otherwise, by providing notice to the other Party, provided that such successor-in-interest agrees in writing to assume all of the assigning Party's obligations under this Agreement, and provided further that any such successor-in-interest to Customer does not directly or indirectly compete with Semperis. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors, and permitted assigns.

14.9. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective

unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.10. **Notices.** Any business communications in connection with this Agreement may be provided by email. Any legal notices relating to this Agreement must be provided in writing and sent to the receiving party at the address set out in the applicable Order or any address later provided by such party. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient. Notices shall be effective: (a) as of the date personally delivered if by hand; (b) for notices sent by certified mail, five (5) business days after the postmark date, or (c) upon verified receipt if sent by email or nationally recognized courier service.

14.11. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

14.12. **Force Majeure.** Either party shall be excused from any delay or failure in its performance hereunder (except for payment obligations) caused by any disruption or slow speed of the Internet, breakdowns of security or introduction of computer viruses (and the like) by third parties, any labor dispute, war, plague, pandemic, government requirement, act of God, or any other cause beyond its reasonable control.

14.13. **Counterparts.** This Agreement and each Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **15. Definitions.**

*"Affiliate"* means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for as long as such control relationship exists.

*"Applicable Laws"* means any and all governmental laws, rules, directives, regulations or orders that are applicable to a particular Party's performance under this Agreement.

*"Authorized User"* means an individual employee, agent, or contractor of Customer for whom access to Software is authorized by Customer.

*"Cloud Software"* means the Semperis cloud-based software-as-a-service included in the relevant Order.

*"Customer Data"* means any proprietary, confidential and/or personal data that is processed by the Software or otherwise provided to Semperis by Customer through provision of the Solution.

*"Customer's Environment"* means, exclusive of Semperis Software, the systems, platforms, services, software, devices, sites and/or networks that Customer uses in its own internal business operations.

*"Customer-Controlled Matter"* means any of: (1) Customer's internal systems, platforms, services, software, devices, sites and/or networks that are used for its business or internal operations, (2) Customer Data, or (3) a violation of Section 4.3.

*"Documentation"* means all explanatory and descriptive materials associated with the Product, such as the user guide, technical instructions and FAQs, and all copies of the foregoing, as Semperis may provide from time to time.

*"Fees"* means the fees, charges, and payments set forth in each Order, Statement of Work, or as otherwise separately conveyed to Customer in writing by Semperis or Partner.

*"Feedback"* means any suggested or recommended changes to the Solution (including new features or functionality), Documentation or Services, together with any other comments or questions concerning bugs, errors and malfunctions in the Software, performance of the Software, and its compatibility and interoperability, communicated by Customer to Semperis, exclusive of any Customer Confidential Information therein.

*"Intellectual Property Rights"* means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"*Malicious Code*" means (i) any code, program, or sub-program which causes damage or maliciously interferes with the operation of computer software containing code, program or sub-program, or halts, disables, or interferes with the operation of the Software, or (ii) any device, method, or token that permits any person to circumvent without authorization the security of the Software.

"*On-Premises Software*" means the downloadable on-premises Semperis software, in object code format, included in the relevant Order. For the avoidance of doubt, components of On-Premise Software may also be operated on Customer's cloud environments.

"*Partner*" means a third-party reseller authorized by Semperis to market, promote, sell and/or distribute the Solution to customers.

"*Party*" means each of Semperis and Customer.

"*Personal Information*" means information relating to an identified or identifiable natural person that is protected by Applicable Laws with respect to privacy where the individual resides.

"*Professional Services*" means any breach preparedness and incident response services, or other professional services to be performed by Semperis (or a third-party on its behalf) for Customer pursuant to a mutually agreed Statement of Work.

"*Services*" means Support or Professional Services.

"*Software*" means, as applicable, any On-Premises Software or Cloud Software.

"*Software Deployment Documentation*" means the statements of work defining the scope of software deployment, available at [www.semperis.com/contracts](http://www.semperis.com/contracts).

"*Statement of Work*" means any Order under this Agreement that includes or describes Professional Services.

"*Support*" means the technical support services, if any, that Semperis will provide to the Customer with respect to their use of the Software during the Order Term.

"*Third-Party Offering*" means, exclusive of Semperis Offerings, all current and future products, software, services, documentation, content, and material that a third party (including any Partner) provides or makes available to Customer for use in Customer's Environment or otherwise.

*Last updated: January 14, 2025*