This Impart Security Master Subscription Agreement is made as of _____, 202_ ("**Effective Date**") by and between **Impart Security Inc.,** a Delaware corporation, with a principal place of business at 584 Castro St #2229, San Francisco, CA 94114 (**"Impart"**), and _____, a _____ corporation, having a principal place of business at _____("**Customer**") for the purpose of granting Customer a limited subscription to use Impart's cloud, intermediary services, application programming interfaces, user interfaces, software components, support, professional, or other services (the "**Services**").

CUSTOMER AND IMPART AGREE AS FOLLOWS:

1.   Certain Definitions. For purposes of this Agreement, the following definitions apply:

"Affiliate" means any entity Controlling, Controlled by or under common Control with a party.

"**Agreement**" means this Master Subscription Agreement, including all the attachments and exhibits hereto, and any terms incorporated herein by reference.

"**Control**" and its grammatical variants means (i) a general partnership interest in a partnership, (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (iii) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

"Customer System Data" means the Customer's or Customer Affiliates' system's specific data or information collected and transmitted by Impart in connection with Impart's delivery of the Services hereunder. For clarity, Customer System Data can include the following types of information: 1) malicious or anomalous http request and response metadata (e.g. requestor IP address, request headers, request body (if body is the location of the attack vector) and response headers with default and customer defined sensitive data redacted when deployed on prem on Customer owned and/or operated and controlled systems; 2) the Customer and/or Customer Affiliate host application system information, but only if and when software components of the Services are deployed on prem on Customer owned and/or operated and controlled systems (e.g. number of host CPUs, speed of host CPUs, host OS/version, host IP address, host RAM size and host name), and 3) customer provided documentation (e.g. API specifications). For clarity, Customer System Data excludes any Network Effect that may be derived from Customer System Data or other customers' system data.

"**Documentation**" means the written and/or electronic end user or technical documentation pertaining to the Services that is provided by Impart to Customer together with the delivery of the Services.

"**Internal Business Purposes**" means the access and use of the Services by Users on behalf of and for the benefit of Customer or Customer Affiliates, solely for the purposes of Customer's or Customer Affiliates' exclusive internal use and benefit.

"License Parameter(s)" means any factor that serves as a basis for calculating the amount of fees payable by Customer for a subscription and/or license to the Services as identified in the Order.

"Network Effect" means data collected by Impart related to the functional performance of the Services or anomalous activity or suspicious behavior detected by the Services ("Network Effect"). For clarity, Network Effect shall never be shared with any other Impart customers in any manner that would be associated with, identify, or be tied to Customer or Customer's systems.

"**Order**" means an online or written ordering document which incorporates the Agreement and identifies the commercial terms of the purchase, namely, for example, the Services ordered, the applicable License Parameters, the Subscription Term, and any pricing and payment terms relating to the same (each as relevant). Multiple Orders may apply if additional licenses, products, or services are purchased, provided that, unless expressly stated otherwise, terms specified in an Order shall be relevant only to that Order.

"**Subscription Term**" means the term of the license granted with respect to the Services as identified on the relevant Order, or if no term is specified then one (1) year. For clarity, the Subscription Term shall be subject to the termination rights specified herein.

"**Upgrades**" means error corrections, bug fixes, software updates and software upgrades to the Services that are released or made available during the relevant Subscription Term and made generally available by Impart to other Impart enterprise customers purchasing a license to the relevant Services.

"**User**" means any individual authorized by Customer (or any Customer Affiliate or contractor) to access and/or use the Services on behalf of Customer (and/or Customer Affiliate(s)).

2.   **Impart's Obligations**

2.1   **Services**. Impart will make the Services available to Customer according to one or more Orders. The start date of the Subscription Term for any particular Order shall be the start date identified on the relevant Order, and if no start date is identified then the start date shall be the effective date of the relevant Order.

2.2   **Compliance with Laws**. Impart shall comply with all laws and governmental regulations applicable to the Services.

2.3   **Personnel and Performance**. Impart will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the Agreement. Impart enters into the Agreement on behalf of its Affiliates. An "Affiliate" of a party is any entity (a) that the party Controls; (b) that the party is Controlled by; or (c) with which the party is under common Control, where "Control" means direct or indirect control (including by ownership) of fifty percent (50%) of an entity's voting interests.

2.4   **License.**   The Services, the Documentation and the Network Effect are the proprietary information of Impart. Subject to the terms and conditions of this Agreement, during the Subscription Term, Impart grants to Customer a non-exclusive, non-transferable and non-sublicensable license to use the Documentation, and the software and application programming interfaces made available by Impart to Customer as part of the Services, solely for Internal Business Purposes during the term of any applicable Order. Subject to the limited rights expressly granted in the Agreement, Impart and Impart's licensors reserve all right, title, and interest in and to the Services, the Documentation, and the Network Effect, including all related intellectual property rights. No rights are granted to Customer except as expressly set forth in the Agreement. No rights are granted to Impart except as expressly set forth in the Agreement.

2.5   **Security; Compliance.**   Impart shall maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Customer System Data. Impart shall maintain at all times during the term of this Agreement an information security management program ("**ISMP**") that aligns with industry standards and Impart shall comply with such ISMP. At a minimum Impart shall meet the minimum requirements outlined in Appendix 2 to Exhibit A. The Services will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses ("**Malicious Code**").

2.6   **Customer System Data; Data Processing Agreement.**   Impart will process, transmit and store personal data present in Customer System Data in accordance with the Data Processing Agreement attached as Exhibit A. Impart shall not sell nor disclose any Customer System Data. Impart shall not disclose any Network Effect in a manner that identifies Customer. The Services do not require transmission or collection of any sensitive or personally identifiable information to function other than IP addresses that are identified as the initiator of anomalous and/or potentially malicious requests and related metadata. The software components of the Services are designed minimize the sensitive data shared with Impart, which may include automatically redacting other sensitive or personally identifiable information in fields that are known to commonly contain sensitive or personally identifiable information before transmission of Customer System Data to Impart and anonymizing certain data fields before transmission to Impart. Also, the software components of the Services are designed to allow Customer to manually configure the Services to redact any information that Customer deems sensitive so as to limit the sensitive data maintained by the Services or transferred between the components of the Services. It is Customer's sole and exclusive responsibility to ensure that the Services are configured in a manner that does not transmit any sensitive and/or personally identifiable information to Impart which is not required for the functionality of the Services.

3.   **Customer's Obligations**

3.1   **Personnel and Performance**. Customer shall be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Customer enters into the Agreement on behalf of its Affiliates that make use of the Services.

3.2   **Non-Impart Services**. Customer may choose to use or offer services not provided by Impart ("**Non-Impart Services**") with the Services and in doing so grants Impart permission to interoperate with the Non-Impart Services as directed by Customer or the Non-Impart Services. For clarity, Impart will not require Customer to use Non-Impart Services. Unless specified in an Order: (a) Impart does not warrant or support Non-Impart Services; (b) as between Impart and Customer, Customer assumes all responsibility for the Non-Impart Services; and (c) Impart shall have no liability for, and Customer is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Non-Impart Services or any change in the ability of Impart to interoperate with the Non-Impart Services.

3.3   **Restrictions.**   Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any Users to): (i) copy, use or access the Services or any portion thereof in excess of or beyond the License Parameters and/or other restrictions/limitations described in this Agreement or the Order; (ii) use the Services on unauthorized equipment or products (i.e. not identified in Documentation); (iii) modify the Services or create derivative works based upon the Services or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except and only to the extent any foregoing restriction is prohibited by applicable law; (iv) create a program or a set of programs similar or identical to the Services, using any elements or functionalities of the Services to do so; (v) use the Services in any way that is unlawful or in violation in any applicable laws, or allow Services to be used in any embargoed country or region; (vi) distribute, sell, license, or otherwise provide or allow access to the Services to third parties other than Users; (vii) use or permit the Services to be used to perform services for third parties, whether on a service bureau, SaaS, time sharing basis or otherwise; (viii) install the software components of the Services on computers or systems which are not owned or controlled by Customer or its Affiliates; (ix) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Services without the prior written approval of Impart; (x) share user accounts for access/use of the Services; (xi) alter or remove any proprietary notices or legends contained on or in

the Services; or (xii) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms in the Services, including without limitation any such mechanism used to restrict or control the functionality of the Services. For the avoidance of doubt, all restrictions specified herein with respect to the Services apply to all components (including software and the Documentation). There are no implied licenses granted by Impart under this Agreement. It is the responsibility of the Customer to ensure that all User(s) are aware of the terms and conditions (including the restrictions) of this Agreement. Customer agrees that all actions or inactions of User(s) shall be deemed an action or inaction by Customer and that Customer shall be liable and responsible for any action or inaction of the User(s) which is in violation of the terms of this Agreement.

4.   **Support and Maintenance**. As part of its purchase of a subscription to the Services, Customer shall be entitled to receive Support and Maintenance. "**Support and Maintenance**" shall mean the standard support and maintenance services delivered by Impart in connection with the relevant subscription to the Services purchased. For clarity, such Support and Maintenance is included as part of the subscription to the Services.

5.   **Technical/Training Assistance.** If Customer orders technical or training assistance aspects of the Services, including deployment, training, configuration, or other consulting professional services related to assisting Customer in the use of the Services (collectively "**Technical/Training Assistance**"), then such Technical/Training Assistance shall be delivered subject to the terms and conditions of this Agreement and the relevant Order. For clarity, no work for hire shall be provided hereunder and the only Technical/Training Assistance delivered hereunder shall relate to use of the Services by Customer. Customer agrees that it will reasonably cooperate with Impart in connection with the performance of such Technical/Training Assistance under this Agreement by making available such personnel and information as may be reasonably required for Impart to perform Technical/Training Assistance. If applicable, Customer will reimburse Impart for reasonable and *pre-approved* travel and lodging expenses as incurred by Impart in connection with any Technical/Training Assistance. Technical/Training Assistance will be delivered during the timelines identified in the Order, provided that if no timelines are specified then Technical/Training Assistance will only be delivered for one year from the Order effective date ("**Delivery Period**"). If Customer does not request delivery of the Technical/Training Assistance ordered within such Delivery Period, then Technical/Training Assistance will be deemed delivered at the end of the relevant Delivery Period.

6.   **Beta Services.** From time to time, Impart may offer services identified as evaluation, beta, pilot, developer preview, or by a description of similar import ("**Beta Services**"). Customer may accept or decline Beta Services in its discretion. If accepted, Beta Services are provided only for evaluation purposes. Impart may discontinue Beta Services and Customers access thereto at any time in its sole discretion and may never make Beta Services generally available. ALL BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. IMPART DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE. ANY DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR CUSTOMER, MAY BE PERMANENTLY LOST.

7.   **Term and Termination.**

7.1   **Order.** Order(s) placed hereunder shall be effective as soon as executed and shall continue to be effective, until this Agreement or the relevant Order is terminated or until the relevant Subscription Term for the products and services ordered under the relevant Order expires, whichever is earlier.

7.2   **Agreement.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with these terms or until all Orders hereunder expires (the Subscription Term for all the products and services ordered hereunder expires), whichever is earlier.

7.3   **Termination.** This Agreement (and/or any Order placed under this Agreement) may be terminated by a party: (i) upon thirty (30) days written notice, if the other party materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires; or (ii) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (iii) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days.

7.4   **Effect of Termination; Survival.** Upon any expiration or termination of this Agreement or any Order, Customer shall destroy (or at Impart' option, return) all copies of software components of the Services in its possession or control or otherwise deployed in connection with the Agreement (and/or the relevant Order), each as relevant. Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Sections 1, 3.3, 7, 8, 9, 10, 11, 12, 13, 14, and 15.

8.   **Fees; Payment Terms; Updating License Parameters.**

8.1   **Fees; Payment Terms.** Customer will make all payments identified on the Order in accordance with its terms, or if no payment terms are included, then within thirty (30) days of the invoice date. *Except as otherwise stated herein*, orders are non-cancelable, and all payments are non-refundable, and payments are not subject to any deduction or set-off. Unless otherwise outlined in the Order, the following payment terms shall also apply: (i) Impart invoices shall be paid by Customer within thirty (30) days of the effective date of

the relevant Order; (ii) all amounts are payable in U.S. Dollars; (iii) all fees outlined in the Orders are exclusive of all taxes, duties, shipping fees, and similar amounts, all of which are Customer's responsibility (excluding taxes based on Impart's income); and (iv) if Customer is in default of making any payment due to Impart, then Impart may, without prejudice to other remedies available, assess a late payment charge, at the lower rate of 1.5% per month, or the maximum rate under applicable law, and/or suspend delivery of any product or service hereunder.

8.2   **Suspension of Service**. If any amount owing by Customer is 30 or more days overdue, Impart may, without limiting any rights and remedies, suspend the provision of Services to Customer until the overdue amounts are paid in full. Impart will give Customer at least 10 days' prior written notice that its account is overdue, before suspending services to Customer.

8.3   **Payment Disputes**. Impart will not exercise any rights to suspend Services or impose late charges with respect to an overdue amount for so long as Customer is disputing the overdue amount in good faith. The parties shall cooperate diligently to resolve the dispute.

8.4   **Updating License Parameters**. In connection with the use of or access to the Services, Customer shall not exceed the License Parameters agreed to as part of the Order. At any time during the Subscription Term, if Customer desires to increase the relevant License Parameters, or if the parties learn that Customer's actual usage ("**Actual Usage**") exceeds the relevant License Parameters paid for by Customer ("**Purchased Usage**"), then Customer shall notify Impart and pay the incremental fees due for the relevant period of Actual Usage, and after the relevant Order is placed, the relevant License Parameters shall be amended to reflect this change. The Parties may track Actual Usage and Impart may invoice Customer if it learns of any shortfalls, i.e. that the Actual Usage is above the Purchased Usage. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional usage on any subscription will be based on the then current pricing charged to the Customer in the relevant Order (not including any special discounts that are not relevant to overage usage, e.g. one time marketing discounts, etc.) and fees shall be charged for the balance of the term so that the licenses may be coterminous with the existing licenses.

9.   **Ownership.**   The Services are made available by subscription and (where applicable) licensed, and are not sold. As between Customer and Impart, Impart and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Services, Impart's Confidential Information, Network Effect, and all copies or portions thereof, and any derivative works thereof (by whomever created). Customer is not required to provide any feedback or suggestions for improvement to or updates to the Services, however, to the extent provided, all suggestions or feedback relating to the Services provided by Customer (or any Users) to Impart shall be Impart's property, and Customer hereby assigns the same to Impart.

10.   Confidentiality.

10.1   "**Confidential Information**" means any non-public data, information and other materials regarding the products, technology, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by or made available by one party ("**Disclosing Party**"), either directly or indirectly through third parties, to the other party ("**Receiving Party**") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree that, without limiting the foregoing, the Services (and any performance data, benchmark results, training materials and technical information relating thereto), the Documentation, and Impart pricing information shall be deemed the Confidential Information of Impart, Customer System Data shall be deemed the Confidential Information of the Customer, and the terms and conditions of this Agreement (but not its existence) shall be deemed the Confidential Information of both parties. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information.

10.2   **Duties.**   Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Services) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to its Affiliates, and those employees, agents and contractors of the Receiving Party and those of its Affiliates who have a need to know such information for the purposes of this Agreement, provided that any such employee, agent or contractor shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such Affiliates, and its or their employees, agents or contractors with the terms of this Agreement.

10.3   **Disclosures Required by Law**. Either party may disclose Confidential Information of the other party if it is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure (to the extent permitted by law) and reasonably cooperates with the Disclosing Party in limiting such disclosure and ensuring confidential handling of the Confidential Information.

11.   **Warranties.**

11.1   **Services Warranty.** During the term of each Order, Impart warrants that (a) the Services will perform materially as set forth in the Documentation; (b) the features, functionality and performance of the Services will not be materially decreased; (c) the overall effectiveness of the ISMP will not be decreased; (d) use of the Services, including the software components, in accordance with the Documentation, will not impose any additional obligations on Customer to grant any rights to its intellectual property or to disclose or make any of its own proprietary technology available to any third party; and (e) Customer's obligations will not be materially increased as a result of an update to the Documentation. Customer's sole and exclusive remedy and the entire liability of Impart and its suppliers and licensors under this limited warranty will be, at Impart' option, repair or replacement of the Services, or if repair or replacement is not possible, to terminate the license and refund the license fee paid by Customer for the affected Services, provided Customer removes all copies of relevant software components of the Services from its systems and ceases any further use of the Services.

11.2   **Support and Assistance Warranty**. Impart represents and warrants that any Support and Maintenance provided and any Technical/Training Assistance purchased under an Order will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. Impart' entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for Impart to re-perform the nonconforming Support and Maintenance or Technical/Training Assistance, or if Impart is unable to deliver conforming Support and Maintenance or Technical/Training Assistance within a reasonable time, then refund any fees paid to Impart for the relevant non-conforming Support and Maintenance or Technical/Training Assistance (if any).

11.3   **DISCLAIMERS**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, SUPPORT AND MAINTENANCE, TECHNICAL/TRAINING ASSISTANCE AND ANY OTHER DELIVERABLES AND/OR SERVICES (AND/OR RESULTS THEREOF) PROVIDED BY IMPART HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IMPART DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT WITH RESPECT TO THE SAME. WITHOUT LIMITING THE FOREGOING, IMPART DOES NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES TO CUSTOMER'S SERVERS, SYSTEMS AND/OR TECHNOLOGY BY THIRD PARTIES.

12.   **Indemnity.**

12.1   **Impart Indemnity**. Impart will indemnify and defend Customer, Users, and their respective officers, directors and employees ("**Customer Indemnitee(s)**") from any and all costs, expenses, losses, damages, and settlement amounts required to settle, any third party claim, suit, or proceeding (each a "**Claim**") brought against Customer Indemnitees that the Services or use of the Services by Customer infringes or misappropriates the third party's intellectual property rights. If such a Claim occurs, or in Impart' opinion is reasonably likely to occur, Impart, at its expense and at its sole discretion, may, in addition to its indemnification obligations hereunder: (i) procure the right to allow Customer to continue to use the Services, or (ii) modify or replace the Services or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Services and refund any license fees paid by Customer corresponding to such Services, pro-rated over the remainder of the relevant Subscription Term. Notwithstanding the foregoing, Impart shall have no obligations under this Section to the extent any Claim is based upon or arises out of: (aa) any modification or alteration to the Services not made by Impart or its contractors or at their direction; (bb) any combination or use of the Services with third party products or services not provided by Impart, including Non-Impart Services if the Services or their use would not infringe third-party rights absent such combination; (cc) Customer's continuance of allegedly infringing activity a reasonable period after being notified thereof; (dd) Customer's failure to use Upgrades made available by Impart; (ee) use of the Services not in accordance with the applicable Documentation or in breach of this Agreement; and/or (ff) Third Party Open Source. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and Impart' entire liability, with respect to infringement or violation of third-party intellectual property rights.

12.2   **Customer Indemnity**. Subject to the terms of this section, Customer shall defend, and indemnify and hold harmless Impart and its respective officers, directors and employees ("**Impart Indemnitee(s)**") from any and all costs, expenses, losses, damages, and settlement amounts required to settle, any Claims brought against Impart Indemnitees that Customer System Data violates any third party proprietary, property or personal rights. Notwithstanding the foregoing, Customer shall have no obligations under this Section to the extent any Claim is based upon or arises out of Impart's breach of this Agreement. The remedies set forth in this Section constitute Impart's sole and exclusive remedies, and Customer's entire liability, with respect to infringement or violation of third-party intellectual property rights.

12.3   **Indemnification Process.** Each indemnifying party's indemnification obligations are subject to the indemnified party (i) promptly notifying the indemnifying party in writing of the Claim subject to indemnification hereunder, (ii) giving the indemnifying party the sole right to control and direct the investigation, preparation, defense and settlement of such Claim (except that the indemnifying party may not settle any Claim unless it unconditionally releases the indemnified of all liability related to such Claim), and (iii) giving reasonable assistance and cooperation for the defense of same, at the indemnifying party's reasonable expense.

13.   **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIABILITY ARISING OUT OF ANY VIOLATION OF A PARTY'S PROPRIETARY RIGHTS (INCLUDING A VIOLATION OF ANY LICENSE OR RESTRICTIONS STATED IN SECTION 2.4 OR 3), ANY VIOLATION OF SECTION 10

(CONFIDENTIALITY), OR ANY LIABILITY OF A PARTY ARISING OUT OF ITS OBLIGATIONS UNDER SECTION 12 (INDEMNITY), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTOMER, IMPART, IMPART'S LICENSORS OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SET FORTH IN THIS SECTION.

14. **Exclusion of Consequential and Related Damages**. IN NO EVENT SHALL CUSTOMER, IMPART, OR IMPART'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, OR FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF BUSINESS, LOSS OF CONTRACTS, ANTICIPATED SAVINGS, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY LOSS OR DAMAGE TO DATA, OR ANY BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

15. **General.**

15.1 **Language.** This Agreement, any disputes hereunder, and all services to be provided hereunder by Impart to Customer (if any) shall be conducted and provided in the English language.

15.2 **Open Source.** Notwithstanding anything else herein, to the extent any components of the Services delivered to Customer for use on Customer owned or operated systems embeds or is delivered together with any third party open source libraries/components/applications/user interface/utilities (collectively referred to as "**Third Party Open Source**") and to the extent required by the relevant licensor, such Third Party Open Source shall be subject to the relevant Third Party Open Source proprietary notices, disclaimers, requirements and/or extended rights which are relevant to the relevant Third Party Open Source and identified to the User via the Services (or otherwise). Notwithstanding anything else herein, Third Party Open Source shall not be deemed part of the Services hereunder. Impart represents that Services delivered hereunder shall not be delivered together with any Third Party Open Source that is subject to terms which creates, or purports to create, an obligation that Customer grant to any third party any rights to, or immunities under, any of its intellectual property rights, or that Customer disclose or make any of its own proprietary source code (or any part or derivative work thereof) available to third parties under any circumstances.

15.3 **Export Law Assurances.** The Services and the Documentation may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not enable use of the Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation.

U.S. Government End User Purchasers. The Services may include access to software. In such case, such software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is an agency of, or contractor to, the US Government, it receives only those rights with respect to such software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. If Customer is a government agency that has a need for rights not granted under the Agreement, it must negotiate with Impart to determine if there are acceptable terms for granting those rights, and mutually acceptable written terms specifically granting those rights must be included in any applicable agreement.

15.5 **Anti-Bribery or Anti-Corruption Laws.** In carrying out activities pursuant to this Agreement, each party agrees that it shall comply with and shall not commit, authorize, or permit any action by its personnel which would violate any anti-bribery or anti-corruption laws, such as the United States Foreign Corrupt Practices Act or the UK Bribery Act or any similar relevant law or regulation.

15.6 **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in Delaware; Customer and Impart hereby agree to service of process in accordance with the rules of such courts. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

15.7 **Headings.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

15.8 **Counterparts.** This Agreement may be executed and delivered in one or more counterparts (including facsimile, PDF or other electronic counterparts), with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

15.9 **Entire Agreement; Modifications; Conflicts.** This Agreement supersedes all prior and contemporaneous agreements,

proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Data Processing Agreement, (ii) the applicable Order (other than a Marketplace/Reseller Order), (iii) the Agreement, and (iv) the Documentation. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any Customer online supplier portal click-through, purchase order or other Customer ordering document, even if signed and returned. Additionally, with respect to any Services provided hereunder, this Agreement supersedes and cancels any "click wrap" or "click accept" or any web-based agreement incorporated into such Services or accepted by a User in connection with access to the Services. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing executed by both parties, which identifies the terms being amended.

15.10   Illegality.   Should any term of this Agreement be declared invalid, void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary to effectuate the original intent and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

15.11   Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

15.12   Assignment. This Agreement may not be assigned or transferred without the other party's prior written consent, provided each party expressly reserves the right to assign this Agreement (a) to its Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any action or conduct in violation of the foregoing shall be void and without effect. Impart may delegate any of its obligations hereunder, provided it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this Agreement. All validly assigned rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

15.13   Notice. All notices, permissions and approvals shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; or (c) the first business day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim).

15.14   Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting Impart' or its licensors' intellectual property rights in the Services, or the Confidential Information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

15.15   **Independent Contractors.**   The parties are independent contractors for all purposes under this Agreement, and neither party shall be deemed an employee, partner, or agent of the other. Each party shall be solely responsible for any and all obligations and payments due with respect to their personnel, including any wages, salaries and amount due or payable to its personnel in connection with this Agreement. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.16   **Force majeure.** Except as expressly provided in this Agreement, neither party will be liable for any delay in performance due to act of God, nature or a public enemy, earthquake, flood, fire, government order, riot, civil disobedience, epidemic or pandemic, labor strife, or any other cause beyond causes beyond its reasonable control and without its fault or negligence, including, by way of example and not limitation, interruption of electricity, communication or transportation (a "Force Majeure Condition"). However, the party whose performance is delayed by such Force Majeure Condition will use its best efforts to notify the other party of such delay and to minimize its effect.

15.17   **Press.**   Impart' may include Customer's name and logo: (i) on Impart' website and in its marketing materials, identifying Customer as a user of the Services and (ii) in a press release favorably publicizing Customer's selection of the Services.

15.18   **Marketplace/Reseller**. If Customer has validly purchased Services through a marketplace or reseller authorized by Impart ("**Marketplace/Reseller**") under an ordering document that binds Customer to the terms of this Agreement (a "**Marketplace/Reseller Order**"), then Impart will make the validly purchased Services specified in the Marketplace/Reseller Order available to Customer. Impart may share information regarding Customer with the Marketplace/Reseller when necessary for providing the Services or as needed for the Marketplace/Reseller to perform services for the benefit of Customer. A Marketplace/Reseller Order shall be an Order for purposes of this Agreement, provided that, (a) Section 8.1 of this Agreement shall not apply; (b) Impart will seek payment for all fees associated with Customer's use of the Services from the Marketplace/Reseller, (c) any refunds or credits will be issued to the Marketplace/Reseller; (d) if any amount owing by a Marketplace/Reseller for Customer's use of the Services is overdue, Impart may, without limiting any rights and remedies, suspend the provision of Services to Customer until the overdue amounts are paid in full; (e) amounts paid by Customer to the Marketplace/Reseller for Services subscribed for by Customer shall be deemed to be payments made by Customer hereunder for purposes of Section 13 (Limitation of Liability); and (f) a Marketplace/Reseller Order cannot modify or take precedence over the Data Processing Agreement, the Agreement, or the Documentation.

15.19   **Basis of the Bargain.**   Customer acknowledges and agrees that Impart has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk

between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

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(signatures to follow)

THE PARTIES HERETO have by their duly authorized representatives executed this Master Customer Agreement

Impart Security Inc.	
	_____
	Customer Formal Company Name
Signature	**Signature**
Name (Print)	**Name (Print)**
Title	**Title**
584 Castro St #2229 **San Francisco, CA 94114** _____ **Address (principal place of business)**	_____ **Address (principal place of business)**
Impart Security Inc. **Attn: Legal** **584 Castro St #2229** **San Francisco, CA 94114** _____ **Address for Notices under Section 15.13**	_____ **Address for Notices under Section 15.13** **(if different from above)**

1.   **Purpose.** The Data Processing Agreement ("**DPA**") is made solely for the purpose of reflecting the parties' agreement with regards to the Processing of Personal Data by Impart on behalf of Customer in accordance with Privacy and Data Protection Laws. Impart agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer in its use of the Services. This DPA is only valid and binding during the term of any Order that incorporates the Agreement.

2.   **Definitions.** Capitalized terms not defined in this Exhibit A shall have the meaning set forth in the Agreement.

        2.1   "**Agreement**" means any master subscription agreement, by which Impart grants a limited subscription to use the Services to Customer or otherwise makes its services available.

        2.2   "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, and as amended or modified by the California Privacy Rights Act of 2020 ("CPRA").

        2.3   **"Customer"** means the customer that has executed an Order for Services.

        2.4   "**Customer System Data**" has the meaning of such defined term in the Agreement or other similar term to describe the data submitted (or caused to be submitted) to the Impart via the Services.

        2.5   **"Data Controller"** has the meaning given to "controller" or "data controller" in accordance with applicable Privacy and Data Protection Laws.

        2.6   **"Data Processor"** has the meaning given to "processor" or "data processor" in accordance with applicable Privacy and Data Protection Laws.

        2.7   **"Data Subject"** has the meaning given to "data subject" in accordance with applicable Privacy and Data Protection Laws.

        2.8   "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

        2.9   **"GDPR"** means, as applicable, the EU GDPR and/or the UK GDPR.

        2.10   **"Personal Data"** has the same meaning as personal data or information of or about a person, as defined in the applicable Privacy and Data Protection Laws, where such data is submitted to Impart via the Services.

        2.11   **"Privacy and Data Protection Laws"** means any law or regulation applicable to the processing of personal data under the Agreement, including, for example, the GDPR and the CCPA.

        2.12   **"Processing"** and "**process**" have the meaning given in accordance with applicable Privacy and Data Protection Laws.

        2.13   "**Order**" means one or more online or written ordering documents which incorporate the Agreement or have otherwise been accepted by Impart.

        2.14   "**Services**" has the meaning of such defined term in the Agreement or other similar terms to describe the products and services provided by Impart.

        2.15   **"Standard Contractual Clauses"** means, as applicable, the EEA Standard Contractual Clauses and/or the UK Standard Contractual Clauses as defined in Appendix 3.

        2.16   **"Sub-processor"** means any Data Processor engaged by Impart.

        2.17   "**UK GDPR**" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018.

3.   **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is either a Data Controller or a Data Processor, and Impart is a Data Processor.

4.   **Customer's Processing of Personal Data.** Customer shall, in its use of the Services, only Process Personal Data or transfer such Personal Data to Impart, in accordance with the requirements of Privacy and Data Protection Laws and the Documentation. In particular, Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is a legal basis for the Processing by Impart of Personal Data on behalf of Customer in accordance with this DPA and the Agreement (including any and all instructions issued by Customer from time to time in respect of such Processing) and it will honor the rights of Data Subjects pursuant to Privacy and Data Protection Laws. If Customer is a Data Processor, Customer represents and warrants that its instructions and actions with respect to the Personal Data, including appointing Impart as a Processor, have been and are authorized by the relevant

Data Controller.

5.   Impart's Processing of Personal Data. Impart shall only Process Personal Data upon Customer's documented instructions and immediately notify Customer in writing if, in Impart's reasonable opinion, their instructions infringe Privacy and Data Protection Laws. Customer instructs Impart to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement, applicable Orders, and Customer's use of the Services; (ii) Processing initiated by Customer through the Services' application programming interfaces (APIs) or user interfaces; (iii) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via support tickets, email communications and chat platforms) where such instructions are consistent with the terms of the Agreement; and (iv) Processing otherwise required of Impart by applicable laws. This DPA and the Agreement contain Customer's sole instructions to Impart for the Processing of Personal Data, provided that the Customer may provide additional instructions during the term of the Agreement or applicable Order that are consistent with this DPA and the nature and lawful use of the Services. Appendix I, Part B to this DPA sets out the details of Impart's Processing of Personal Data.

6.   Transfers Of Personal Data

6.1   Consent to Transfer. Except as expressly set forth in the Agreement, Impart may store and process Personal Data in the United States or any other country in which Impart or any of its Sub-processors maintains facilities, subject to this Section 6.

6.2   Cross-Border Personal Data Transfer Mechanism. Where Processing of Personal Data by Impart requires an onward transfer mechanism to lawfully transfer Personal Data from a jurisdiction (including those identified in Appendix 3), then the terms and conditions of Appendix 3 (Cross Border Transfer Mechanism) shall apply.

7.   Correction, Amendment and Deletion of Personal Data. To the extent Customer, in its use of the Services, does not have the ability to correct, amend or delete Personal Data as required by Privacy and Data Protection Laws, Impart shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent Impart is legally permitted to do so and has reasonable access to the Personal Data. Customer acknowledges that Impart cannot correct, amend, or permanently delete cached copies of Personal Data hosted or stored on equipment controlled by Customer; and the storage and deletion of Customer System Data processed by the Services occur automatically in accordance with the Documentation.

8.   Third Party Requests. Impart shall, to the extent legally permitted, promptly notify Customer if it receives a request, complaint, inquiry or other correspondence from a data subject, regulatory authority, or other third party in connection with Impart's processing of Personal Data. Unless required by law, Impart shall not respond to any such third party request without Customer's prior written consent except to confirm that the third party request relates to Customer and to provide the third party with Customer's contact information to allow them to contact Customer directly. Taking into account the nature of the Processing and to the extent Customer does not have access to the relevant information through its use of the Services, Impart shall, at Customer's cost, provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligations with respect to third party requests.

9.   Impart Personnel

9.1   Confidentiality. Impart shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed confidentiality agreements.

9.2   Reliability. Impart shall take commercially reasonable steps to ensure the reliability of any Impart personnel engaged in the Processing of Personal Data.

9.3   Limitation of Access. Impart shall limit its access to Personal Data to those personnel who require such access to perform the Agreement.

9.4   Data Protection Officer. Impart has appointed a data protection officer to the extent this is required by Privacy and Data Protection Laws. The appointed person may be reached at privacy@impart.security. Impart's language for official communications is English.

10. Sub-Processors

10.1   Appointment of Sub-processors. In accordance with Article 28(2) of the GDPR, Customer acknowledges and agrees that Impart may engage third-party Sub-processors in connection with the provision of the Services, in which case, Impart shall enter into a written agreement with each Sub-processor containing data protection obligations in substantially similar terms to those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. Impart will make available to Customer a current list of Sub-processors engaged in connection with the provision of the Services with the identities of those Sub-processors upon request. Additions or changes to the list of Sub-processors will be provided to Customers in writing in no event less than thirty (30) days prior to the date on which those Sub-processors begin processing Personal Data.

10.2   Right to Object. In the event Customer objects to a new or replacement Sub-processor that Processes Personal Data, Customer may terminate the applicable Order(s) for those Services which cannot be provided by Impart without the Processing of Personal Data by the objected-to new Sub-processor by providing written notice to Impart within thirty (30) days of Impart's notice or disclosure of such new Sub-processor(s). Customer shall receive a pro-rata refund of any unearned prepaid fees for the period following the effective date of termination in respect of such terminated Services.

10.3   Liability. Impart shall be liable for the acts and omissions of its Sub-processors to the same extent Impart would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

11.   Security Controls for the Protection of Personal Data. Impart shall maintain appropriate administrative, physical and technical safeguards for protection of the security and integrity of the Personal Data. Impart regularly monitors compliance with these safeguards.

12.   Security Breach Management and Notification. Impart shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Impart or its Sub-processors of which Impart becomes aware ("**Security Breach**"), providing Customer with sufficient information (insofar as such information is within Impart's possession) to allow Customer to meet its obligations to report or inform data subjects and/or regulatory authorities of the Security Breach under the GDPR, to the extent permitted by law. Impart shall make commercially reasonable efforts to assist Customer in the investigation, mitigation and remediation of a Security Breach that is known to Impart to the extent such Security Breach is caused by a violation of the requirements of this DPA by Impart.

13.   Limitation of Liability. Nothing in this DPA is intended to prejudice or limit any of Impart's right to limitations of liability afforded to data processors pursuant to Privacy and Data Protection Laws. Each party's liability arising out of or related to this DPA (whether in contract, tort or under any other theory of liability) is subject to the limitations of liability set forth in the Agreement; provided, in no event will such limitation apply to any data subject's rights under the Standard Contractual Clauses.

14.   Specific Provisions.

14.1   Data Protection Impact Assessment. Upon Customer's request and at Customer's cost, Impart shall provide Customer with reasonable assistance needed to fulfill Customer's obligation under Privacy and Data Protection Laws to carry out a data protection impact assessment related to Processing of Personal Data by Impart taking into account the nature of the Processing and to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Impart.

14.2   Prior Consultation. Upon Customer's request and at Customer's cost, Impart shall provide Customer with reasonable assistance with any prior consultations to any regulatory authority of Customer which are required under Privacy and Data Protection Laws such as Article 36 of the GDPR related to Processing of Personal Data by Impart and taking into account the nature of the Processing and to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Impart.

14.3   Audits. The parties agree that the audits described in the Standard Contractual Clauses and Privacy and Data Protection Laws shall be carried out in accordance with the following specifications:

14.3.1   Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Impart shall make available to Customer information regarding Impart's compliance with the obligations set forth in this DPA and Customer shall use such information solely for the purposes of complying with its obligations under Privacy and Data Protection Laws.

14.3.2   If the information made available pursuant to Section 14.3.1 is insufficient, in Customer's reasonable judgment, to confirm Impart's compliance with its obligations under this DPA, then Customer may request an on-site audit of the procedures relevant to the protection of Personal Data under this DPA. All such audits will be performed at Customer's expense. Customer shall give Impart reasonable notice of any on-site audit to be conducted under this Section 14.3(which shall in no event be less than thirty (30) days' notice unless required by a regulatory authority).

14.3.3   Customer shall reimburse Impart for any time expended for any such on-site audit at Impart's then-current professional services rate, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Impart shall mutually agree upon the scope, timing and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Impart. Customer shall promptly notify Impart with information regarding any non-compliance discovered during the course of an audit.

14.4   Deletion of Personal Data. Impart shall delete Personal Data upon the termination or expiration of all Orders providing for the Processing of Personal Data and upon the request of Customer to the extent permitted by applicable law.

14.5   Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 of the Standard Contractual Clauses shall be provided by Impart to Customer only upon Customer's request.

15.   CCPA Compliance. As a service provider to Customer under the Agreement, Impart will comply with the CCPA's restrictions and prohibitions on service providers selling Personal Data and retaining, using, or disclosing Personal Data outside of the parties' direct business relationship. Impart shall not collect, use, retain, or disclose Personal Data except as permitted in the Agreement and under the CCPA. Impart shall not sell Personal Data.

16.   Enforcement. If any provision of this DPA is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this DPA will remain in effect.

17.   Order of Precedence. In the event of any conflict or inconsistency among the following, the provisions of the following agreements, in order of precedence, shall prevail: (i) the Standard Contractual Clauses (when applicable), (ii) this DPA, (iii) the Order(s) and (iv) the Agreement.

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Appendix 1

Details of the Parties and Processing

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A. List of Parties

Data exporter(s):

>   Name: Customer and any Affiliates identified by Customer in the Agreement

>   Address: Address of Customer described in the Agreement or as Customer has otherwise informed Impart

>   Contact person's name, position, and contact details: As stated in the Agreement or as Customer has otherwise informed Impart

>   Activities relevant to the data transferred under the SCCs and this DPA: use of the Services in accordance with the Agreement

>   Signature and Date: This Appendix 1 shall be deemed executed upon execution of the DPA.

>   Role: Data exporter's role is set forth in Section 3 of the DPA.

Data importer(s):

>   Name: Impart Security Inc.

>   Address: 1430 S. Dixie Hwy Ste 105 #1132, Coral Gables, FL 33146, United States of America

>   Contact person's position and contact details: Data Protection Officer, privacy@impart.security

>   Activities relevant to the data transferred under the SCCs and this DPA: Processing necessary to provide the Services

>   Signature and Date: This Appendix 1 shall be deemed executed upon execution of the DPA.

>   Role: Processor

B. Description of Processing and Transfer

The categories of Data Subject to whom the Personal Data relates

Data Subjects include the identified or identifiable persons contained in content or requests, including internet protocol (IP) addresses, caused to be submitted to Impart via the Services according to, by or at the direction of Customer's configuration of the Services.

Categories of personal data processed and transferred

Personal Data within Customer System Data (as that term is defined in the Agreement).

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Services do not require the Processing of sensitive data. Sensitive data will be processed only if data exporter instructs data importer to process sensitive data. The sensitive or special categories of data contained in content or requests (as determined and controlled by the data exporter) may include, Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership and the processing of data concerning health or sex life. Any such special categories of data shall be protected by applying the Security Measures described in Appendix 2.

The frequency of the processing and transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Processing and transfers shall occur on a continuous basis as instructed by data exporter.

The nature and purpose of the Processing

Impart is a provider of network security services. Impart provides all of its services upon the instruction of the data exporter in accordance with the terms of (i) the Agreement and (ii) the DPA with the data exporter.

Impart will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation and in accordance with Customer's configurations of the Services.

Purpose(s) of the data transfer and further processing

The objective of processing of personal data by data importer is the performance of the Services pursuant to the Agreement with data exporter.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal Data is retained consistent with data exporter's instructions and data importer's documentation.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Data may be transferred to sub-processors to process data, on data importer's behalf, consistent with data exporter's instructions to data importer and data importers published documentation.

Data importer makes available to data exporter a current list of sub-processors engaged in connection with the Services. Notice of additions or changes to the list of sub-processors will be provided to data exporter according to the DPA.

C. Competent Supervisory Authority

Identify the competent supervisory authority/ies in accordance with Clause 13

For the EEA Standard Contractual Clauses, the competent supervisory authority is determined in accordance with Clause 13 of the EEA SCCs.

For the UK Standard Contractual Clauses, the competent supervisory authority is the UK Information Commissioner's Office.

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Appendix 2

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Technical and Organisational Measures Including Technical and Organisational Measures To Ensure The Security Of The Data

Impart will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data as described below, and as may be updated from time to time.

Authentication and authorization

Our systems and devices enforce user roles or similar measures to control the extent of access we grant individual users.

We control access to privileged systems enforcing MFA, TLS and other best practices.

Our authentication requirements, such as passwords, are in line with industry standard practices.

Business continuity and operational resilience

We monitor production operation systems and supporting systems to detect service-related issues on a continuous basis. The systems are monitored 24x7 to ensure constant availability to clients.

If an update has potential impact to customer uptime, we will determine a timeline for the update and communicate the impact to customers via written and/or verbal communications, including email, slack and/or phone.

We maintain our services in multiple Availability Zones (AZs) to operate production applications and databases that are more highly available, fault-tolerant, and scalable than would be possible from a single data center.

Cloud infrastructure data center and physical security

We rely on data center space under the control of Amazon Web Services (AWS) and their physical security controls. As part of our third-party security review process, we confirm that this provider maintains appropriate physical security measures to protect its data center facilities.

Customer and end user data management

We store and retain customer data that is sent to us and that is processed via the security components of the Services for up to 30 days.

Encryption

We use industry-accepted encryption technologies to encrypt sensitive information. All client data is encrypted in transit using TLS.

Governance

We have formally assigned information security duties to our personnel. Our leadership works with all departments to safeguard sensitive information related to our services.

Our policies and procedures help us maintain security in our systems, processes, and employee practices. Our leadership formally reviews these policies and procedures at least annually.

We integrate risk assessment activities with various processes to identify and address information security risk to the company and customer data on our network.

We perform risk-based evaluations of the security measures of our vendors. We review these security measures before we begin using a vendor. We re-evaluate vendor security measures on a recurring basis thereafter.

Human resources security

Our employees formally agree to safeguard the sensitive information they may view, process, or transmit as part of their job functions.

We train our people to protect the data and devices they use.

We screen new employees as part of the hiring process. Screening activities depend on applicable local regulations and may include criminal background checks and reference checks.

Identity and access management

We periodically inspect access privileges to make sure our personnel have appropriate access to our systems and data.

We promptly update or remove an employee's access to our network to match that employee's current job function or employment status.

Logging and monitoring

We configure thresholds within our monitoring tool to alert when a security policy has been violated. Threshold policies are reviewed on an annual basis for accuracy and appropriateness.

We restrict, log, and monitor information security management systems activity with anomaly alerting.

Network and infrastructure security

We review and validate information systems and network device configurations against established security policies and procedures.

To maintain awareness of potential security vulnerabilities, we monitor public and private distribution lists. We validate and implement security patches for critical vulnerabilities within 24 hours of them becoming available. For non-critical vulnerabilities and updates, we schedule and deploy vendor-provided patches on a regular basis.

To protect from known vulnerabilities, we maintain assets at the latest version and patch levels currently supported by vendors. Priority of patch deployment is based on vulnerabilities and risks it poses to the environment.

Security incident management

We will notify affected customers within 48 hours of validating an unauthorized disclosure of customer confidential information.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Impart conducts internal audits and risk assessments.

Appendix 3 - Cross Border Transfer Mechanism

1. **Definitions.** Capitalized terms not defined in this Appendix shall have the meaning set forth in the DPA.

    1.1 **"Standard Contractual Clauses"** means, as applicable to a particular transfer, one of the following:

    1.1.1   EEA SCCs

    1.1.2   UK SCCs

    1.1.3   UK IDTA

    1.2 **"EEA SCCs"** or **"EEA Standard Contractual Clauses"** means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

    1.3 **"UK SCCs"** or **"UK Standard Contractual Clauses"** means the UK Addendum to the EEA SCCs adopted pursuant to or permitted under Article 46 of the UK GDPR.

    1.4 "**UK IDTA**" means the UK International Data Transfer Agreement (IDTA) adopted pursuant to or permitted under Article 46 of the UK GDPR.

2. The Standard Contractual Clauses will apply to any Processing of Personal Data by Impart where Personal Data is transferred from the European Economic Area ("**EEA**"), the United Kingdom and/or Switzerland to outside the EEA, the United Kingdom and/or Switzerland, either directly or via onward transfer, to any country or recipient: (a) not recognized by the European Commission, United Kingdom, or Switzerland (as applicable) as providing an adequate level of protection Personal Data (within the meaning of Privacy and Data Protection Laws); and (b) to the extent the transfer is not covered by an alternative mechanism of transfer (e.g., binding corporate rules) recognized by the relevant authorities or courts as providing an adequate level of protection for personal data.

3. **Application of the EEA Standard Contractual Clauses.** For data transfers from the EEA or Switzerland, then the EEA SCCs will apply as follows:

    3.1 Module 2 (Controller to Processor) will apply where Customer is a Controller of Personal Data and Impart is a Processor of Personal Data;

    3.2 Module 3 (Processor to Processor) will apply where Customer is a Processor of Personal Data and Impart is a Processor of Personal Data;

    3.3 For each module, where applicable:

    3.3.1   in Clause 7, the option docking clause will not apply.

    3.3.2   in Clause 9, Option 2 will apply, and the time period for prior notice of a sub-processor will be as set forth in Section 10 of the DPA.

    3.3.3   in Clause 11, the option will apply.

    3.3.4   in Clause 17 (Governing Law) (Option 1), the law of Ireland will apply.

    3.3.5   In Clause 18(b), disputes will be resolved before the courts of Ireland.

    3.4 Annex I of the SCCs shall be deemed completed with the information in Appendix 1 of this DPA.

    3.5 Annex II of the SCCs shall be deemed completed with the information in Appendix 2 of this DPA.

    3.6 For transfers from Switzerland:

    3.6.1   The supervisory authority with respect to such Personal Data is the Swiss Federal Data Protection and Information Commissioner.

    3.6.2   References to a "Member State" shall be interpreted to refer to Switzerland.

    3.6.3   Data subjects located in Switzerland shall be able to enforce their rights in Switzerland.

    3.6.4   References to the EU GDPR shall be understood to refer to the Swiss Federal Act on Data Protection (as amended or replaced).

3.6.5   In Clause 17 (Governing Law)(Option 1), the law of Switzerland will apply.

3.6.6   In Clause 18(b), disputes will be resolved in the courts of Switzerland.

4. **Application of the UK Standard Contractual Clauses.** In relation to any Personal Data that is subject to the UK GDPR, the EEA SCCs will apply in accordance with sub-section (a) and the following modifications: (i) the EEA SCCs will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK SCCs will be deemed completed with the information set out in the Appendices of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the EEA SCCs and the UK SCCs will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

5. **Application of the UK International Data Transfer Agreement.** For Personal Data transfers from the UK that do not also involve Personal Data being transferred from the EEA or Switzerland ("Transferred Data"), then the UK IDTA will apply as follows:

   5.1 Part one: Tables

   5.1.1   Table 1: Parties and signature: This Table shall be deemed completed with the information in Appendix 1 of this DPA and the signatures to the DPA.

   5.1.2   Table 2: Transfer Details

   5.1.2.1   UK country's law that governs the IDTA: England and Wales

   5.1.2.2   Place for legal claims to be made: England and Wales

   5.1.2.3   The status of the importer: Importer is the Exporter's Processor or Sub-Processor

   5.1.2.4   Whether the UK GDPR applies to the Importer: UK GDPR applies to the Importer's Processing of the Transferred Data

   5.1.2.5   Linked Agreements: The Agreement, Orders, and the DPA.

   5.1.2.6   Term: The Importer may Process the Transferred Data for the following time period: the period for which the Linked Agreement is in force.

   5.1.2.7   Ending the ITDA before the end of the term: the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA.

   5.1.2.8   Can the Importer make further transfers of the Transferred Data? The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with IDTA Section 16.1 (Transferring on the Transferred Data).

   5.1.2.9   Specific restrictions when the Importer may transfer on the Transferred Data: The Importer MAY ONLY forward the Transferred Data in accordance with IDTA Section 16.1 pursuant to the terms of Section 10 of the DPA.

   5.1.2.10 Review Dates: The Parties must review this IDTA at least once each year.

   5.1.3   Table 3: Transferred Data: This Table shall be deemed completed with the information in Appendix 1 of this DPA.

   5.1.4   Table 4: Security Requirements: This Table shall be deemed completed with the information in Appendix 2 of this DPA.

   5.2 Part two: Extra Protection Clauses: Intentionally omitted

   5.3 Part three: Commercial Clauses: Intentionally omitted

   5.4 Part four: Mandatory Clauses: no modifications