Kyvos Cloud – Terms of Service

IF YOU ARE USING THE SERVICE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

AGREEMENT
These Kyvos Cloud Terms of Service ("Agreement") are entered into by and between Kyvos Insights Inc. ("Kyvos") and the entity or person placing an order for or accessing the Service ("Customer" or "you").

The "Effective Date" of this Agreement is the date of Customer's initial access to the Service (as defined below) through any registration or order process.

Modifications to this Agreement – From time to time, Kyvos may modify this Agreement. Unless otherwise specified by Kyvos , changes become effective for Customer upon renewal of the then current Subscription Term (as defined below) after the updated version of this Agreement goes into effect. Kyvos will use reasonable efforts to notify Customer of the changes through communications via Customer's Account (as defined below), email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term, and in any event continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version. If Customer does not agree to the changes, Customer may terminate this Agreement in accordance with Section 8.2 (Termination).

1. THE SERVICE

- 1.1. Service Description – Kyvos Cloud is a managed services offering designed to allow customers to generate actionable insights from

all their data stored in their cloud storage. As used in this Agreement, the "Service" means Kyvos Cloud Service and as further described in the Documentation.

- 1.2. Subscription Term – Service is made available to Customer on a subscription basis in the units of an hour or subsequent fraction of hour, which can spread across days or months.

- 1.3. Access to the Service – Customer may access and use the Service in accordance with the terms and conditions of this Agreement. Use of and access to the Service is permitted only by personnel of Customer designated by Customer ("Users") Customer may permit its independent contractors and consultants ("Contractors") and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer. Customer shall be responsible for compliance by each User with all of the terms and conditions of this Agreement. Any data provided by a User that is uploaded to the Service is Customer Data for the purposes of this Agreement.

- 1.4. Client Software – To the extent use of the Service requires Customer to install Client Software, subject to all of the terms and conditions of this Agreement, Kyvos grants to Customer a limited, non- transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to use the object code form of the Client Software internally, but only in connection with Customer's use of the Service and otherwise in accordance with the Documentation and this Agreement.

- 1.5. General Restrictions – Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service to a third party (except as expressly set forth in Section 1.5 (Contractors and Affiliates)) or in a service bureau or outsourcing offering; (b) use the Service to provide, or incorporate the Service into, any general purpose data warehousing service (or otherwise directly expose the functionality of the Service) for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Kyvos); (d) remove or obscure any proprietary or other notices contained in the Service (including any

reports or data printed from the Service); (e) use the Service in violation of the Acceptable Use Policy; (f) use any portion of the Service to create a competitive service, product or technology; or (g) access the Service if Customer is a direct competitor of Kyvos, except with Kyvos 's prior written consent. Customer may only exercise any audit rights through the review of Kyvos 's applicable third-party certifications and/or audits, subject to reasonable additional security and confidentiality controls.

- 1.6. Preview Service Terms – Kyvos may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labelled as "private preview," "public preview," "pre-release" or "beta" (collectively, "Previews"). Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms. In the event of any conflict between this Agreement and the Preview Terms, the Preview Terms shall govern and control solely with respect to the Previews.

2. CUSTOMER DATA

- 2.1. Rights in Customer Data – As between the parties, Customer or its suppliers and data licensors will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service as provided by Kyvos . Subject to the terms of this Agreement, Customer hereby grants to Kyvos a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the services to Customer, or to prevent or address service or technical problems under this Agreement, or as may be required by law.

- 2.2. Uploads of Customer Data – Customer will be responsible for providing all Customer Data to Kyvos and will provide such Customer Data in a format consistent with the requirements set forth in the Documentation (or as otherwise specified by Kyvos) Errors in loading Customer Data into the applicable Service due to defective media, erroneous data or failure to meet such

requirements may cause Customer Data to be rejected by the Service and Kyvos will have no responsibility for any related impact on Customer's ability to access or use the Service.

- 2.3. Customer Obligations.
    - o 2.3.1 In General – Customer will ensure that Customer's use of the Service and all Customer Data is at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Kyvos that Customer has sufficient rights in the Customer Data to grant the rights granted to Kyvos in Section 2.1 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy, or other rights of any third party.
    - o 2.3.2 Any PHI/PII/PCI data uploaded by Customer shall be processed at sole responsibility of Customer. Kyvos will have no liability under any federal or state laws, rules or regulations.
    - o 2.3.3 User ID and Password Protection – Customer will require that all permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Kyvos will not have any liability under this Agreement for actions taken using Customer's user IDs and passwords, including any unauthorized use or access caused by misuse or misappropriation of such user IDs and passwords. Customer will be responsible for restricting access by any User who is no longer authorized to access the Service.

3. SECURITY

Kyvos will use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration, or

disclosure of Customer Data in accordance with the security as mentioned in https://www.kyvosinsights.com/legal/security-policy/

4. INTELLECTUAL PROPERTY

- 4.1. Kyvos Technology – Customer agrees that Kyvos or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Client Software, any Technical Services deliverables, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "Kyvos Technology"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Kyvos Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as a hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for the Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Kyvos may freely use and incorporate into Kyvos 's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Services relating to Kyvos 's products or services ("Feedback").
- 4.2. Service Data – Notwithstanding anything to the contrary herein, Customer agrees that Kyvos may collect Service Data, and Kyvos may use Service Data to develop, improve, support, and operate its products and services during and after the term of this Agreement. This Section does not give Kyvos the right to identify Customer as the source of any Service Data without written permission from Customer.
- 4.3. Marketing – Kyvos may use and display Customer's name, logo, trademarks, and service marks on Kyvos 's website and in Kyvos 's marketing materials in connection with identifying Customer as a customer of Kyvos . Upon Customer's written request, Kyvos will promptly remove any such marks from Kyvos 's website, and, to the extent commercially feasible, Kyvos 's marketing materials.

5. CONFIDENTIAL INFORMATION

Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind reasonable care) to (i) not use any Confidential Information of the disclosing party (the "Disclosing Party") for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. USAGE AND FEES

- 6.1. Free Usage – Kyvos may offer Customer promotional credits or other free use of the Service. Any such credits or free use will be credited against Customer's subscription Fees. Promotional credits or other free use of the Service have no cash value, are non-transferrable and non- refundable, and expire thirty (30) days after they are issued.
- 6.2 Free Trial – If Customer signed up for the Service under a free trial, the free trial expires thirty (30) days from the Effective Date or once Customer's promotional credits are exhausted, whichever comes first.

7. BILLING; PAYMENT METHODS; TAXES

- 7.1. Recurring Billing – By using the Service and providing or designating a Payment Method, Customer hereby authorizes Kyvos (or its designee) to charge Customer's Payment Method for the Kyvos credits purchased by the customer. All payment obligations are non-cancellable, and Fees are non-refundable.
- 7.2. Payment Methods – At any time, Customer may change its Payment Method information by emailing Kyvos at billing@kyvosinsights.com / billing@kyvos.io or may terminate the Subscription Term in accordance with Section 8.2 (Termination). If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, Customer remains responsible for any uncollected amounts and authorizes Kyvos to continue billing the Payment Method, as it may be updated. Customer acknowledges that for certain Payment Methods, the issuer of Customer's Payment Method may charge a foreign transaction fee or other charges.
- 7.3. Taxes The Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder other than taxes based on income, property, or employees of Kyvos . If Kyvos has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Kyvos will invoice Customer and Customer will pay that amount unless Customer provides Kyvos with a valid tax exemption certificated authorized by the appropriate taxing authority.

8. TERM AND TERMINATION

- 8.1. Term – This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Agreement This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Agreement.
- 8.2. Termination – Either party may terminate this Agreement at any time with or without cause by providing notice via email to the other party and requesting termination. Customer may terminate by emailing Kyvos at support@kyvosinsights.com. / support@kyvos.io Kyvos may terminate by emailing the email address provided by Customer. Termination will be effective the following business day after notice is received by the non- terminating party.

- 8.3. Effect of Termination – Except to the extent expressly set forth in Section 8.4 (Transition Period), upon any expiration or termination of this Agreement, Customer will immediately cease use of and access to the applicable Service (including any related Kyvos Technology) and delete all copies of the Client Software and Documentation, the Service passwords or access codes, and any other Kyvos Confidential Information in its possession. Following termination (or, if applicable, the Transition Period) Customer will have no further access to any Customer Data. Promptly following the expiration or termination of this Agreement (or, if applicable, the Transition Period) Kyvos will delete the Customer Data. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.
- 8.4. Transition Period – If this Agreement is not terminated by Kyvos for Customer's breach, then following the termination of the Agreement, there shall be a thirty (30)-day Transition Period during which (i) Customer may contact Kyvos regarding retrieval of Customer Data from the Service. Kyvos may allow Customer to retrieve Customer Data from the Service during the Transition Period and may charge additional Fees for Customer to do so, at Kyvos 's sole discretion, and provided that notwithstanding any termination of this Agreement, the Agreement shall continue in full force and effect during the Transition Period. Except to the extent expressly set forth in this Section, Kyvos has no obligation to archive or make available Customer Data after expiration or termination of this Agreement.
- 8.5. Survival – The following Sections will survive any expiration or termination of this Agreement: 1.8 (General Restrictions), 4 (Intellectual Property), 5 (Confidential Information), 6 (Usage and Fees), 7 (Billing; Payment Methods; Taxes), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).
- 8.6. Suspension of Service – In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Kyvos reserves the right to suspend

provision of the Service: (a) if Customer is overdue on a payment; (b) if Kyvos deems such suspension necessary as a result of Customer's breach of Section 1.8 (General Restrictions) or Section 2.3 (Customer Obligations); (c) upon expiration of Customer's free trial, unless Customer has provided or designated a Payment Method; (d) if Kyvos reasonably determines suspension is necessary to avoid material harm to Kyvos or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Kyvos 's control; or (e) as required by law or at the request of governmental entities.

9. WARRANTY

- 9.1. Service Warranty – Kyvos warrants that each Service will operate in substantial conformity with the applicable Documentation. In the event of a breach of this warranty, Kyvos will use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or if Kyvos determines such remedy to be impracticable, either party may terminate. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

- 9.2. Warranty Disclaimer – EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH SERVICE, THE CLIENT SOFTWARE, AND ALL TECHNICAL SERVICES ARE PROVIDED "AS IS" AND KYVOS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. KYVOS DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES KYVOS WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS. KYVOS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. KYVOS DISCLAIMS ALL LIABILITY AND

INDEMNIFICATION OBLIGATIONS FOR ANY HARMS OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. SUPPORT AND AVAILABILITY

During the Subscription Term, Kyvos will provide Customer support as mentioned in https://www.kyvosinsights.com/legal/support-policy/

- 10.1. Technical Services – If Customer procures Technical Services, the scope of Technical Services will be as set forth in a mutually agreed Statement of Work referencing this Agreement ("SOW"). Customer will pay Kyvos at the rates set forth in the SOW (or, if not specified, at Kyvos 's then-standard rates) for such Technical Services. Customer will reimburse Kyvos for actual reasonable travel and lodging expenses approved in advance by Customer. Customer may use anything delivered as part of the Technical Services in support of authorized use of the applicable Service and subject to the terms regarding Customer's rights to use the Service set forth in Section 1 (The Service) and the applicable SOW, but Kyvos will retain all right, title and interest in and to any such work product, code (including SQL queries) and deliverables and any derivative, enhancement or modification thereof created by or on behalf of Kyvos .

11. INDEMNIFICATION

- 11.1. Indemnification by Kyvos – Kyvos will defend Customer from and against any claim by a third party alleging that the Service, when used as authorized under this Agreement, infringes a U.S. patent, copyright, or trademark and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Kyvos (including reasonable attorneys' fees) resulting from such claim, Customer's use of the Service is (or in Kyvos 's opinion is likely to be) enjoined, if required by settlement or if Kyvos determines such actions are reasonably necessary to avoid material liability, Kyvos may, in its sole discretion: (a) substitute substantially functionally similar

products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement. The foregoing indemnification obligation of Kyvos will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service by any party other than Kyvos ; (2) the combination of the Service with products or processes not specified in the Documentation or provided by Kyvos ; (3) any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service. THIS SECTION SETS FORTH KYVOS 'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

- 11.2. Indemnification by Customer – Customer will defend Kyvos from and against any claim by a third party arising from or relating to any Customer Data or any product or service offered by Customer in connection with or related to the Kyvos Service, and will indemnify and hold harmless Kyvos from and against any damages and costs awarded against Kyvos or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

- 11.3. – Indemnification Procedures – In the event of a potential indemnity obligation under this Section 11, the indemnified party shall: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 11 shall not relieve the indemnifying party of its obligations under this Section 11, however the indemnifying party shall not liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by such delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim in any matter that would require obligation on the part of the indemnified party (other than payment or ceasing to use infringing materials), or

any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Further, any indemnification obligation under this Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. LIMITATION OF REMEDIES AND DAMAGES

- 12.1. Consequential Damages Waiver – EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 1.8 (GENERAL RESTRICTIONS), 2.3 (CUSTOMER OBLIGATIONS), OR 5 (CONFIDENTIAL INFORMATION), AND ITS OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 12.2. Liability Cap – EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 1.8 (GENERAL RESTRICTIONS), 2.3 (CUSTOMER OBLIGATIONS), OR 5 (CONFIDENTIAL INFORMATION), AND ITS OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY AND ITS AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY CUSTOMER TO KYVOS ATTRIBUTABLE TO THE PRIOR 12 MONTHS UNDER THIS AGREEMENT.
- 12.3. Failure of Essential Purpose – The parties agree that the limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

13. GENERAL TERMS

- 13.1. Assignment – This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party

may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

- 13.2. Severability – If any provision of this Agreement will be held by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

- 13.3. Dispute Resolution; Governing Law; Jurisdiction and Venue – Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information. This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof will be the state and United States federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts.

- 13.4. Attorneys' Fees and Costs – The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

- 13.5. Notice – Any notice or communication required or permitted under this Agreement will be in writing (a) for notices to Kyvos , to 720, University Ave. Ste 130, Los Gatos, CA, USA and (b) for notices to Customer, to the address electronically submitted by Customer during registration for the Service, or in each case at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Order Form, notices related to termination of this Agreement or any claims (including without limitation breach, warranty or indemnity) may not be given via email. Email notifications to Kyvos shall be to legalnotices@kyvosinsights.com / legalnotices@kyvos.io.

- 13.6. Amendments; Waivers – Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect. Additionally, the parties and/or their Affiliates may enter into a non- disclosure, confidentiality, or similar agreement (an "NDA") on or around the Effective Date of this Agreement. Notwithstanding anything to the contrary in the NDA or the fact that the NDA may be executed

subsequent to this Agreement, the NDA shall not supersede or amend this Agreement or apply to Customer's use of the Service or to any Customer Data.

- 13.7. Entire Agreement – This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is provided as a subscription, and that Kyvos may change and update the Service (in which case Kyvos may update the Documentation accordingly). The terms described in the Support Policy, the Acceptable Use Policy, and the Security Policy, respectively, may be updated from time to time upon reasonable notice to Customer (which may be provided through the Service).

- 13.8 Third Party Beneficiaries – There are no third-party beneficiaries under this Agreement.

- 13.9. Force Majeure – Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- 13.10. Independent Contractors – The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

- 13.11. Export Control – Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties

to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

- 13.12. Federal Government End Use Provisions – Kyvos provides the Service, including all related software and the Kyvos Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Kyvos to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.