

Balbix, Inc.
Balbix Security Cloud™ LICENSE AGREEMENT

This LICENSE AGREEMENT (“**Agreement**”) is entered into as of _____, 202 (the “**Effective Date**”) by and between Balbix, Inc., with its principal place of business at 3031 Tisch Way, Ste. 800, San Jose, CA 95128 (“**Balbix**”) and _____ with offices at _____ (“**Customer**”), collectively, the “**Parties**.” In consideration of the mutual promises herein, the Parties agree as follows:

1. DEFINITIONS.

1.1 “**Documentation**” means any and all written materials provided by Balbix relating to the Solution.

1.2 “**Intellectual Property Rights**” means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, design rights, moral rights and other intellectual property rights, and all rights in and to applications and registrations therefor, in any and all jurisdictions.

1.3 “**Solution**” means the software, Equipment, and online services Balbix provides to Customer for internal use hereunder, via the platform named Balbix Security Cloud™, as further described in Exhibit A.

1.1 “**Customer Data**” means any data whatsoever relating to Customer that is accessed or obtained by Balbix in the course of or incident to providing the Solution to Customer. Customer Data includes without limitation all information pertaining to Customer’s information systems and networks, including without limitation information regarding (i) security controls, software, devices, processes, procedures and protocols; (ii) security vulnerabilities; (iii) use of Customer’s information systems such as logs; and (iv) access controls and credentials. Customer Data also includes without limitation all information relating to Customer’s personnel and clients

2. INTERNAL USE ONLY.

2.1 Internal Use Purpose. Customer’s rights to use the Solution, as further described herein, are non-exclusive, non-transferable (except as permitted herein), and solely for Customer’s internal use as per any restrictions or usage parameters listed on Exhibit A, and only for the authorized period specified in Exhibit A (the “**Subscription Period**”), beginning upon Balbix’s delivery to Customer of access to the Solution (including any necessary Equipment described in Exhibit A). Customer understands that any rights to use the Solution beyond the expiration of the initial Subscription Period will be subject to a written agreement by the Parties to renew this Agreement by adding one or more new Subscription Periods. Balbix will notify Customer of the pending expiration of the initial or any subsequent Subscription Period at least 60 days in advance.

2.2 Online Services. Subject to the terms and conditions of this Agreement, Balbix will provide Customer with the

ability to access and use any components of the Solution consisting of online services, solely for Customer’s Internal Use Purposes.

2.3 Software. Subject to the terms and conditions of this Agreement, Balbix hereby grants to Customer a limited, non-exclusive (except as permitted herein), non-transferable, non-sublicensable, royalty-free license to use the components of the Solution consisting of software, solely for Customer’s Internal Use Purposes.

2.4 Equipment. If the Solution being licensed hereunder includes computer hardware or other equipment (“**Equipment**”), such Equipment will be deemed to be leased to Customer hereunder solely for Customer’s Internal Use Purposes, not sold, and Balbix will have such Equipment shipped to the Customer for a shipping fee specified in Exhibit A.

2.5 Restrictions. Customer may not use the Solution for any purpose other than the Internal Use Purposes as outlined in Section 2.1. No rights are hereby granted to practice any Intellectual Property Rights independent of the Solution. Without limiting the foregoing, Customer shall not, and shall not permit any third party to: (i) modify, alter, or create any derivative works based on any component of the Solution, the Documentation, or any portion thereof; (ii) reproduce the Solution or Documentation except as expressly permitted in this Agreement for the Internal Use Purposes; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, grant any rights in or to all or any portion of, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against any part of the Solution or Documentation, or provide access to the Solution or Documentation to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse-engineer, or otherwise attempt to derive the source code, algorithms, or architecture of the Solution, except to the extent expressly permitted by applicable law notwithstanding this restriction; (v) use the Solution or Documentation for the purposes of determining whether any materials, features, functionality, or processes contained in or provided by such technology are covered by any patents or other Intellectual Property Rights owned by Customer or a third party; to develop technology or products that avoid infringement of any of Balbix’s Intellectual Property Rights licensed hereunder; or as a reference for modifying or extending existing patents or patent applications; or (vi) otherwise use the Solution or Documentation other than

as provided herein, including any additional limitations contained in Exhibit A.

2.6 Support. Balbix will provide, upon Customer's request, reasonable telephone and email support regarding Customer's use of the Solution hereunder.

2.7 Ownership. Except for the limited rights expressly granted in this Section 2, Balbix retains all rights, title and interest, including all Intellectual Property Rights, in and to the Solution and Documentation. Customer acknowledges that this Agreement is not a sale and does not transfer to Customer title or ownership of the Solution or Documentation.

3. PAYMENT.

3.1 Fees. As Detailed in Exhibit A.

3.2 Expenses. Except as may otherwise be expressly provided herein or specified in Exhibit A, each Party shall bear its own costs and expenses in connection with the performance of this Agreement.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will commence as of the Effective Date and will remain in full force and effect until the expiration of the Subscription Period. Either Party may terminate this Agreement if the other Party materially breaches its obligations hereunder, and such breach is not cured within thirty (30) days after written notice thereof to such other Party.

4.2 Effects of Termination. Upon termination of this Agreement for any reason: (i) the rights granted to Customer hereunder will immediately terminate; (ii) Customer shall immediately discontinue any use of the Solution; (iii) Customer shall return to Balbix any Equipment provided to Customer in as good a condition as when such Equipment provided to Customer, ordinary wear and tear excepted, using a reliable courier service with full insurance for the replacement value of the Equipment, unless Customer has purchased such Equipment from Balbix by written agreement before the expiration of the Subscription Period; (iv) each Party shall promptly return or destroy all Confidential Information of the other Party in its possession or control, including, in Customer's case, the Documentation, and in Balbix's case, all Customer Data; and (v) Sections 1, 2.5, 2.7, 4.2, 5, 6, 7, and 8 and the Data Addendum (defined below) will survive.

5. CONFIDENTIALITY.

5.1 Confidential Information. As used herein, "Confidential Information" means any information

disclosed by one Party to the other Party in connection with this Agreement that is (i) marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (ii) orally disclosed, provided that such information is designated as confidential at the time of its initial disclosure and reduced to a written summary by the disclosing Party that is marked in a manner to indicate its confidential nature and delivered to the other Party within thirty (30) days after its initial disclosure; or (iii) otherwise reasonably expected to be treated in a confidential manner based on the circumstances of disclosure or by the nature of the information itself. For avoidance of doubt, Confidential Information of Customer includes without limitation all Customer Data, and Confidential Information of Balbix includes without limitation all software and Documentation provided as part of the Solution.

5.2 Exceptions. Confidential Information shall not, however, include any information that: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by the disclosing Party to the receiving Party; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by the disclosing Party to the receiving Party through no wrongful action or inaction of the receiving Party; (iii) is in the rightful possession of the receiving Party without confidentiality obligations at the time of disclosure by the disclosing Party to the receiving Party as shown by the receiving Party's then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by the receiving Party from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

5.3 Non-Use and Non-Disclosure. Each Party agrees: (i) to use Confidential Information of the other Party solely in connection with Customer's Internal Use of the Solution in accordance with the provisions of this Agreement; and (ii) not to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information of the other Party to any third party without the other Party's prior written consent. Each Party shall safeguard the Confidential Information of the other Party using the same measures it uses to protect its own Confidential Information, but in no event shall either

Party use less than reasonable care in safeguarding the Confidential Information of the other Party. Notwithstanding the foregoing, if a Party becomes legally compelled to disclose any Confidential Information of the other Party, other than pursuant to a confidentiality agreement, the compelled Party will provide the other Party prompt written notice, if legally permissible, and will use commercially reasonable efforts to assist the other Party in seeking a protective order or another appropriate remedy. If the other Party fails to obtain a protective order or other appropriate remedy, the compelled Party will furnish only that portion of the other Party's Confidential Information that it is legally compelled to disclose; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

5.4 Use of Solution. Each Party is responsible for maintaining the secrecy of any passwords or codes that provide access to the Solution.

5.5 Confidentiality of Agreement. The terms and existence of this Agreement are confidential and shall not be disclosed to third parties other than in confidence to the Parties' accountants, attorneys, and other advisors, in confidence to potential acquirers, and as required by law. Additionally, Balbix shall have the right to disclose this agreement and its terms to its investors and potential sources of funding.

5.6 Remedy. If either Party breaches, or threatens to breach the provisions of this Section 5, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

5.7 Data Addendum. Balbix will comply with the terms of the Data Addendum attached hereto as Exhibit B.

6. FEEDBACK.

1. Customer may periodically provide to Balbix feedback regarding the use, operation and functionality of the Solution ("**Feedback**"). Such Feedback may include, without limitation, information about operating results, known or suspected bugs, errors or compatibility problems, suggested modifications, and user-desired features. Customer hereby grants to Balbix an irrevocable, non-exclusive, world-wide, royalty-free, fully paid-up, fully sublicensable and transferable license to use, incorporate, and disclose any and all such Feedback in and in connection with Balbix's products and services without restriction.

7. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

7.1 Warranties. Balbix warrants, represents and agrees that, at all times during the term of this Agreement: (i) Balbix will immediately notify Customer of any security vulnerability in Customer's information systems Balbix becomes aware of, or any attempted intrusion detected by Balbix, including all particulars of the event or circumstance; (ii) Balbix will promptly correct any defects or malfunctions in the Solution reported by Customer or which Balbix discovers, using a level of urgency appropriate under the circumstances and as directed by Customer; (iii) the Equipment includes hardening in the form of secure programming designed, intended and sufficient to secure the Equipment against unauthorized access by third parties; and (iv) Balbix will support Customer as reasonably requested and in a timely manner in connection with Customer's set-up of the Solution.

7.2 WARRANTY DISCLAIMER. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SOLUTION AND DOCUMENTATION ARE PROVIDED FOR INTERNAL USE PURPOSES WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN THIS AGREEMENT, BALBIX MAKES NO WARRANTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOLUTION AND DOCUMENTATION, AND BALBIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BALBIX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE BY CUSTOMER DURING THE APPLICABLE SUBSCRIPTION PERIOD, WHETHER AN ACTION IN CONTRACT, TORT, OR OTHERWISE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

HEREIN. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

7.4 Exceptions. Section 7.3, above will not apply to (i) a violation by a Party of Sections 2.5, 2.7 or 5, (ii) a violation of Balbix' obligations under the Data Addendum, (iii) the breach by Balbix of a warranty in Section 7.1, or (iv) a claim based on a Party's misrepresentation, negligence or willful misconduct.

8. GENERAL PROVISIONS

8.1 Assignment. This Agreement may not be transferred or assigned by either Party without the prior written consent of the other Party, except in connection with a sale of assets, merger or other reorganization by a Party if written notice thereof is given to the other Party within 30 days after the transaction occurs and if the successor to the assigning Party agrees for the benefit of the other Party to be bound by the terms of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8.2 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.

8.3 Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile or email with written acknowledgement of receipt (ii) on the date it was delivered by courier, or (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatory of this Agreement or to such other address or individual as the Parties may specify from time to time by written notice to the other Party.

8.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

8.5 Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

8.6 Force Majeure. Neither Party shall be liable for any delay in performance due to acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences beyond its control, provided the affected Party uses industry standard back-up procedures, acts with diligence in mitigating the effects of the event and in restoring normal operations, and implements its business continuity procedures. Performance times under this

Agreement shall be extended for a period of time equivalent to the time lost because of a delay which is excusable under this provision.

8.7 Entire Agreement. This Agreement together with any attachments constitutes the complete agreement between the Parties, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

8.8 Counterparts. This Agreement may be executed in one or more counterparts (including by means of faxed signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other (including by fax or email transmission).

IN WITNESS WHEREOF, the Parties have executed this Agreement below to indicate their acceptance of its terms.

Customer Name

Signed: _____

Name:_____

Title:_____

Date:_____

Balbix

Signed: _____

Name:_____

Title:_____

Date:_____

Exhibit A

<add details>

Customer agrees that Balbix may use the Customer, in good faith, as a reference in marketing materials

Exhibit B

DATA ADDENDUM

This Data Addendum (this “**Addendum**”) supplements and is incorporated into the Balbix Security Control™ License Agreement (the “**Agreement**”) between Customer and Balbix. To the extent there is a conflict between the Agreement and this Addendum, the terms of this Addendum will control. References herein to “this Agreement” means the Agreement as supplemented by this Addendum.

1. DEFINITIONS

- a. “**Balbix Personnel**” means all personnel furnished or engaged by Balbix to assist in performance under this Agreement, including, officers, employees, representatives and agents of Balbix. Balbix Personnel includes the personnel of Balbix’s affiliates and subcontractors.
- b. “**Data Law**” means any and all current and future laws, rules, regulations, and/or directives (whether foreign, federal, state or local) including those that protect Personal Data from unauthorized processing, disclosure, use, or reproduction, or that trigger a duty to notify an individual whose Personal Data has been, or may have been, the subject of unauthorized access or acquisition. “Data Law” shall also include Customer’s ethical obligation of confidentiality and ethical duty to disclose unauthorized access to, acquisition, disclosure, loss, or modification of client information.
- c. “**Personal Data**” means any information that identifies or could reasonably be used to identify or contact a natural person, which may include but is not limited to: name, address, telephone number, e-mail address, social security number, national identification number, driver’s license number; state-issued identification card number; financial information; health information; internet browsing information; and unique device identifiers or other unique personal identifiers. “Personal Data” also includes any other data, such as, but not limited to, identifiers, including biometric, device, and personal identifiers, demographic or behavioral data, when such data, either alone or in combination with other data identifies or could reasonably be used to identify or contact, a natural person. Without limitation, Personal Data also includes any definition of “personal information,” “personally identifiable information,” or “personal data” provided under applicable Data Laws.
- d. “**Protected Data**” means Personal Data and Customer Data.
- e. “**Security Incident**” means the occurrence of any act or omission caused by Balbix, or resulting from Customer’s use of the Solution or Balbix’s performance under this Agreement, that compromises the confidentiality, integrity, or availability of Protected Data or the physical, technical, administrative, or organizational safeguards put in place by Balbix or Customer that relate to the protection of the confidentiality, integrity, and availability of Protected Data. A Security Incident includes without limitation any unauthorized access to Protected Data, or any circumstance pursuant to which applicable Data Law or Customer’s ethical obligations requires notification of such incident to be given to affected parties or other activity in response to such circumstance. Without limitation, a Security Incident may result from an intrusion into Balbix’s or Customer’s information systems by unauthorized parties, a ransomware incident, or from an occurrence involving Balbix Personnel (e.g., loss of a laptop, thumb drive or other computing device).
- f. “**Subprocessor**” means a third-party processor engaged by Balbix to process Protected Data.

2. ACCESS TO PROTECTED DATA

- g. Applicability. In the performance of this Agreement, Balbix will receive or be granted access to Protected Data from time to time. This Addendum stipulates Balbix's obligations in respect to such Protected Data.
- h. Compliance with Laws. Balbix and Customer shall comply with all laws, rules and regulations applicable to them including without limitation Data Laws, and will cooperate as reasonably requested to enable such compliance by each Party. If a Party believes that performance by either Party under this Agreement will violate an applicable Data Law, then such Party shall immediately notify the other Party.
- i. Processing of Data. To the extent Balbix processes Protected Data on behalf of the Customer, it will do so in accordance with Customer's documented instructions.
- j. Cross-Border Transfers. The parties agree that any cross-border transfer of Protected Data will be conducted in compliance with applicable Data Laws.
- k. Restrictions on Balbix's Receipt, Use, and Disclosure of Protected Data. To the extent Balbix has access to or collects Protected Data, it shall use and disclose Protected Data solely in connection with performance under this Agreement and as permitted under this Addendum (except to the extent otherwise specifically required by applicable Data Laws) and shall not otherwise disclose Protected Data to any third party. Balbix shall maintain the confidentiality of Protected Data and shall treat it in accordance with this Agreement and applicable Data Laws.
- l. Required Disclosure. Nothing in this Agreement shall restrict the use, disclosure, or retention of Protected Data to the extent required by applicable Data Laws, an order of a court of competent jurisdiction, law enforcement or administrative agency, or a subpoena, or as would be required for a Party to defend itself in a legal dispute related to this Agreement, except that in each case the disclosing Party shall provide notice to the other Party of such use, disclosure, or retention. In the event Balbix is required to disclose any Protected Data, to the extent not prohibited by applicable Data Law or an order having the authority of law, Balbix shall promptly notify Customer prior to such disclosure so that Customer has a reasonable opportunity to seek a protective order or other legal or equitable remedies that may be available to protect the confidentiality of such Protected Data.
- m. Additional Documentation. To the extent additional documentation or the execution of additional agreements are required to comply with applicable Data Laws, the parties shall cooperate in good faith to provide such additional documentation or execute such additional agreements as necessary.

3. SECURITY STANDARDS

- n. Balbix shall maintain the confidentiality of Protected Data using the same degree of care as Balbix employs in maintaining in confidence Balbix's own information of a like nature, but in no event using less than a reasonable degree of care.
- o. Balbix shall implement, maintain, and monitor compliance with administrative, physical and technical safeguards to prevent known and foreseeable risks and hazards to the confidentiality, integrity, availability, and security of Protected Data, including the unauthorized collection, storage, disclosure, disposal, use of, and access to, Protected Data.
- p. Balbix's safeguards shall include, at a minimum: (a) limiting access to Protected Data to Balbix Personnel; (b) implementing network, application, database, and platform security; (c) securing information transmission, storage, and disposal; (d) implementing best practice authentication and access controls within media, applications, operating systems, and equipment; (e) encrypting Protected Data in transit and at rest; (f) segregating Protected Data from information of Balbix or its other customers so that Protected Data is not commingled with any other types of information; (g) conducting risk assessments, penetration testing, and vulnerability scans at commercially reasonable intervals and remedying any material vulnerabilities, lack of controls, or other issues that are reported or Balbix is

- made aware of as a result of the testing; (h) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable Data Law; (i) providing appropriate privacy and information security training to Balbix Personnel; and (j) maintaining and complying with a written incident response plan and, a comprehensive written information security program (“WISP”), both of which shall accord with applicable Data Laws and industry standard practices.
- q. Balbix will comply with the security procedures and requirements prescribed by Customer at all times while accessing any systems, or while present at any locations, of Customer. Without limitation, Balbix will not connect or run any equipment or software on or to Customer’s systems without Customer’s written approval except as required to provide the Services, or seek to compromise, circumvent or alter any security controls, or seek to gain access to any systems not intended by Customer to be made accessible to Balbix, or change any software configurations except as specifically instructed by Customer. Balbix Personnel will abide by the policies and procedures of Customer while present at Customer sites, including without limitation such things as security procedures, work hours and days, use of Customer equipment, supplies and facilities, and work rules.
 - r. Protected Data may not be stored or processed outside of the U.S. with the exception of India and other countries in the future where Balbix or its Subprocessors have subsidiaries, provided that Balbix provides Customer prior notice and an opportunity to object to any future data storage or processing locale as described in Section 6c, nor may it be accessed by anyone from a location outside of the U.S. with the exception of personnel of Balbix India and other future Balbix subsidiaries and Subprocessors, provided that Balbix provides Customer prior notice and an opportunity to object to any future data access location as described in Section 6c.
 - s. Balbix shall conduct an annual SOC 2 type II audit and ensure that any third party data center operator Balbix uses conducts an annual SOC 2 type II audit or another third-party audit at least as stringent as SOC 2 Type II, and Balbix will provide Customer with a copy of the audit reports annually. Balbix will address, and will ensure that any third party data center operator Balbix uses addresses, all deficiencies uncovered in any such audit and all recommendations made by the auditor in accordance with sound business practices. In addition, if Customer reasonably believes that Balbix is not meeting its obligations hereunder regarding information security, Customer may, upon reasonable advance notice, during regular business hours, and at Customer’s expense, engage a mutually agreeable third party to audit the operations and facilities of Balbix and/or its data center operator, to ensure compliance with Balbix’s obligations under this Agreement.

4. SECURITY INCIDENT PROCEDURES

- a. Balbix will notify Customer’s Chief Information Security Officer by telephone and e-mail immediately, and in any event within 72 hours, if a Security Incident becomes known or suspected. Balbix will take appropriate and timely action to address the Security Incident, including investigating the cause thereof and making the appropriate changes to its systems, practices, programs and controls to mitigate the likelihood of a recurrence. Balbix will keep Customer informed in a timely manner of all relevant information regarding the Security Incident, including without limitation the conditions leading to the Security Incident, the root cause thereof, the current status of the Security Incident, whether the information involved was encrypted, and all other information Customer may request in order to ascertain the specific information subject to the Security Incident and the identities of all affected parties.
- t. Balbix will not notify any affected parties unless instructed to do so in writing by Customer. Balbix will provide such assistance and cooperation as may be requested by Customer in investigating, remedying and taking any other action Customer deems necessary regarding the Security Incident and any dispute, inquiry or claim that concerns the Security Incident, and will cooperate with any law enforcement or regulatory official investigating the Security Incident.
- b. In addition to its other indemnification obligations under this Agreement, Balbix shall defend, hold harmless and indemnify Customer from and against any and all losses, damages, liabilities, judgments,

finances, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whatsoever arising as a result of a Security Incident due to the occurrence of any act or omission caused by Balbix, its Subprocessors, subcontractors, or agents or Balbix's performance under this Agreement. Balbix acknowledges that, in addition to indemnification of claims asserted by third parties, the foregoing indemnification obligation covers, without limitation, the costs incurred by Customer in notifying affected parties of the Security Incident and purchasing identity theft remediation services including credit monitoring for affected parties, any fines or penalties assessed by regulatory authorities or industry groups or organizations (e.g., payment card associations), the cost of any study commissioned by Customer to determine the cause of the Security Incident, the cost of maintaining a call center to field inquiries from affected individuals, the costs incurred in ongoing compliance with requirements imposed by regulatory authorities, and the fees and costs paid to consultants and other service providers retained by Customer, including without limitation legal fees, to assist Customer in responding to, and dealing with the consequences of, the Security Incident. Balbix's total liability under this clause 4c shall not exceed \$200,000.

5. RETURN OR DESTRUCTION OF PROTECTED DATA

At Customer's request or upon termination or expiration of this Agreement for any reason, and subject to requirements of applicable Data Law, Balbix shall return to Customer all copies, whether in written, electronic, or other form or media, of Protected Data in its possession, custody or control, or securely dispose of all such copies, and certify in writing to Customer that all such Protected Data, in all formats, including paper, electronic and disk form, has been returned or deleted, destroyed and rendered unreadable. For clarity, and notwithstanding the foregoing, Balbix may retain Protected Data solely to the extent such retention is necessary to comply with applicable Data Law.

6. BALBIX PERSONNEL AND SUBCONTRACTORS

- u. Balbix shall cause Balbix Personnel to whom Balbix provides, permits access to, or allows to use Protected Data, to agree to the same restrictions and conditions that apply to Balbix under this Addendum.
- v. Balbix is fully responsible for all acts and omissions of Balbix Personnel and all subcontractors used by Balbix, all of which will be imputed to Balbix. Any breach of this Agreement by Balbix Personnel or subcontractors shall be deemed a breach by Balbix. References in this Agreement to Balbix shall cover and include Balbix Personnel and subcontractors used by Balbix.
- w. Customer hereby authorizes Balbix to engage Subprocessors to process or store Protected Data as Described in the Balbix Product Transparency Statement. Balbix will enter into a written agreement with Subprocessors which imposes the same obligations as required by Data Law. Balbix will notify Customer prior to any intended change to Subprocessors by updating the Balbix Product Transparency Statement and providing notice to Customer of any such update to the Balbix Product Transparency Statement. Customer may object to the addition of a Subprocessor based on reasonable grounds, including a potential or actual violation of Data Law, by providing written notice detailing the grounds of such objection within thirty (30) days following Balbix's notification to Customer of the intended change. Customer and Balbix will work together in good faith to address Customer's objection. If Balbix chooses to retain the Subprocessor over Customer's objection, Balbix will inform Customer at least thirty (30) days before authorizing the Subprocessor to process Protected Data, and Customer may immediately discontinue using the Solution, and may terminate this Agreement without liability or obligation to Balbix within thirty (30) days and Balbix shall provide a pro-rata refund of any prepaid fees for the period after the date of Customer's termination. In any event, if Balbix uses any Subprocessor to store or process Protected Data, the Subprocessor will be deemed a subcontractor of Balbix for purposes of this Agreement.

7. CERTIFICATION OF COMPLIANCE

Upon a party's written request, the other party shall provide information or take such actions as necessary for the requesting party to comply with any applicable Data Law. The parties shall cooperate in good faith with such inquiries. Each party shall treat any such information provided by the other party as the other party's Confidential Information.

1. CCPA

Notwithstanding anything to the contrary in this Agreement and without limiting the generality of the foregoing, if any Protected Data constitutes "personal information," as that term is defined under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100-.199) and any regulations promulgated thereunder ("CCPA"), Balbix shall do the following: (a) promptly comply with any Customer request or instruction requiring Balbix to provide, amend, transfer, or delete any such personal information, or to stop, mitigate, or remedy any unauthorized processing; (b) reasonably cooperate with Customer so that Customer may comply with its obligations under CCPA; (c) immediately notify Customer of any complaint, notice, or communication from an individual asserted or purported to be asserted under CCPA, including any consumer request for deletion, access, or portability; (d) not collect, retain, disclose, sell, or otherwise use personal information for Balbix's own commercial purposes, in any way that does not comply with CCPA, or in any way that would constitute a "sale" under CCPA, as that term is defined under CCPA. Balbix represents, warrants, and certifies that it understands its responsibilities under these CCPA contractual provisions, CCPA's prohibitions on selling personal information, and CCPA's prohibition on retaining, using, or disclosing personal information outside of the parties' direct business relationship, and Balbix will comply with all of the foregoing responsibilities and CCPA's prohibitions in all respects.

2. BUSINESS CONTINUITY

Balbix will maintain a written policy and procedures for the recovery and continuation of the Solution following a force majeure event or other disaster. Balbix will provide a summary of the plan to Customer upon request. Balbix will test its plan at least once each year, using a reputable independent third party. Balbix will address deficiencies revealed by the tests and recommendations made by the third party conducting the tests, using sound business practices. Testing attestation and updates to the plan shall be provided to Customer without charge upon request and at most once per year. Balbix will implement the plan in accordance with its terms if following a force majeure event or other disaster occurs.

3. ESCALATION

If requested by Customer, Balbix will assign a customer relationship manager to Customer who will be reasonably available to assist Customer outside of Balbix's regular telephone, online and email support channels. Balbix will escalate issues to appropriate managers and executives as reasonably requested by Customer.

4. INSURANCE

In addition to Balbix's obligations to indemnify, Balbix shall at its sole cost and expense, maintain the following insurance coverages and limits (or the equivalent in the applicable jurisdiction) and any additional insurance and/or bonds required by law:

(i) workers' compensation insurance with benefits afforded under the laws of any jurisdiction in which services are to be performed.

(ii) commercial general liability insurance with limits of at least \$2,000,000 general aggregate limit and \$1,000,000 per occurrence.

(iii) business automobile liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage.

(iv) professional liability insurance providing “errors and omissions liability” or equivalent coverage for the work being performed, with limits of not less than \$5,000,000 per claim.

(v) cyber/technology errors and omissions insurance in an amount of not less than \$5,000,000.

The policies (except workers compensation) must include Customer as an additional insured, and Balbix must provide a copy of the additional insured endorsement to Customer upon request. The additional insured endorsement must be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Customer. All coverages that are maintained on a “claims-made” policy by Balbix must be maintained in force for two (2) years after termination of this Agreement. Balbix must deliver to Customer certificates of insurance stating the types of insurance and policy limits upon request. Balbix shall provide or will cause the issuing insurance company to provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to Customer.