

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into as of ____ ("**Effective Date**") by and between Prophet Security, Inc., a Delaware corporation having its principal place of business at 349 Selby Lane, Atherton, CA 94027 ("**Prophet**") and ____, a [entity type and location of formation] having its principal place of business at ____ ("**Customer**"). In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- a. "**Affiliate(s)**" means any entity that now or hereafter controls, is controlled by, or is under common control with, a specified entity. Such entity shall be deemed to be an Affiliate only so long as such control exists.
- b. "**AI Input**" means the combination of Customer Data and the Prompt.
- c. "**AI Output**" means output generated by the Service in combination with any Third Party Generative AI Service by processing AI Input.
- d. "**Authorized User**" means one individual whether for themselves or on behalf of their entity, that are authorized by Customer to use the Service.
- e. "**Beta Features**" means any Prophet Asset features, functionality or services which Prophet may make available to Customer to try at no additional cost, and which is designated as beta, trial, non-production or another similar designation.
- f. "**Confidential Information**" means any information of a confidential or proprietary nature provided by a party to the other party, which includes any information that should be reasonably understood as confidential under the circumstances, including the terms of this Agreement and each Order Form, and: (i) with respect to Prophet the Prophet Assets and Usage Data; and (ii) with respect to Customer, the Customer Data and AI Output. Confidential Information does not include information that: (A) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed; (B) is documented as being known to the Receiving Party prior to its disclosure by the Disclosing Party; (C) is independently developed by Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (D) is obtained by Receiving Party without restrictions on use or disclosure from a third party.
- g. "**Customer Data**" means all data provided by, or on behalf of, Customer in connection with or by means of the Service, including any Personal Data as that term is defined under the DPA or as otherwise set under applicable laws. Notwithstanding anything to the contrary in this Agreement, Customer Data does not include Usage Data.
- h. "**Data Processing Agreement**" or "**DPA**" means Prophet's Data Processing Agreement executed in writing between the parties.
- i. "**Documentation**" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics, and use of the Service, as may be provided or made available by Prophet to Customer, whether in written or electronic form, including all modifications, updates, upgrades thereto and derivative works thereof.
- j. "**Malicious Code**" means any harmful, malicious, or hidden code, programs, procedures, routines, or mechanisms that would: (i) cause the Service to cease functioning; (ii) damage or corrupt any Prophet owned or controlled data, programs, equipment, systems, servers or communications; or (iii) interfere with the operations of the Service (e.g., Trojan horses, viruses, worms, time bombs, time locks, devices, traps, access codes, or drop dead or trap door devices).
- k. "**Order Form**" means each order document executed in writing between the parties for the purchase of a subscription to the Service.
- l. "**Prohibited Content**" means content that: (i) is illegal under any applicable law; (ii) violates any third-party rights including, but not limited to, privacy, intellectual property rights and trade secrets; (iii) contains false, misleading, or deceptive statements, depictions, or practices; (iv) contains Malicious Code; or (v) is otherwise objectionable to Prophet in its sole, but reasonable, discretion.
- m. "**Prompt**" means an aspect of the Software that includes instructions (e.g., summarization, classification, output formatting, etc.) to a Third Party Generative AI Service.
- n. "**Prophet Assets**" means the Software, Service and Documentation.
- o. "**Service**" means Prophet's proprietary solution offered as a software-as-a-service, that uses machine learning

technology as well as Third Party Generative AI Services, that automates the triage, investigation and response process for security alerts.

- p. **"Software"** means software that Prophet develops and maintains in order to provide the Service, including the Prompt, Beta Features, and all modifications, enhancements, updates, upgrades, patches, workarounds, and fixes thereto, and any derivative works thereof to each of the foregoing.
- q. **"Subscription Period"** is the length of the subscription specified in the Order Form.
- r. **"Support"** means the support terms for the Service set forth in Section 3(b) below.
- s. **"Taxes"** means any and all customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because of the transactions contemplated by this Agreement.
- t. **"Third Party Generative AI Service(s)"** means a third party generative artificial intelligence service such as Microsoft Azure OpenAI Service, Google Gemini or any other similar application or service.
- u. **"Unit(s)"** means a number of units (e.g., Investigations or other quantity) specified in an Order Form.
- v. **"Usage Data"** means data collected by Prophet pertaining to Customer's interaction with, and use of, the Service and/or Software which includes, but is not limited to, performance of the Service and/or Software, metrics, and other measures of Customer's use thereof. Usage Data are not Customer Data and do not consist of Customer Personal Data (as defined in the DPA).

2. **Grant of License to the Service; Restrictions.**

- a. **Grant of License to the Service.** Subject to the terms of this Agreement and the applicable Order Form, Prophet grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as otherwise provided herein) license during the Subscription Period, solely for Customer's internal business operations up to the number of Units specified on the Order Form, to use the Prophet Assets solely in accordance with the Documentation, this Agreement and the applicable Order Form. Customer may permit its Affiliates' employees and authorized contractors to serve as Authorized Users, subject to the terms of this Agreement and the applicable Order Forms, and provided any use of the Service by such individuals will be for the sole benefit of Customer.
- b. **Restrictions.** Customer will not (and will not authorize or permit any third party to): (i) allow anyone other than Authorized Users to access and use the Prophet Assets; (ii) share any Prophet issued access credentials with any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Service; (iv) modify, adapt, or translate the Service or remove or modify any proprietary markings or restrictive legends placed on or within the Prophet Assets; (v) make copies, store, or archive, any portion of the Prophet Assets without the prior written permission of Prophet; (vi) use the Prophet Assets in violation of any applicable law; (vii) introduce, any Malicious Code into the Service; or (viii) exploit the Service in any unauthorized manner including by circumventing any process Prophet has put in place to safeguard the Service or by using flood pings, denial-of-service attacks, or by deploying spiders, web-bots, screen-scrapers, or web crawlers, that may damage or adversely affect server or network capacity or Service infrastructure (together, (i) through (viii) the **"Restrictions"**). The foregoing Restrictions will be inapplicable to the extent prohibited by applicable law.
- c. **Trial Period.** Subject to the terms of the Agreement and Order Form, including payment of all Trial Period fees (if any), commencing on the Effective Date and for the period set forth on the Order Form, Customer will have the right to use the Prophet Assets for evaluation purposes (**"Trial Period"**). Prior to the end of the Trial Period, Customer may terminate this Agreement without further obligation upon written notice to Prophet (**"Trial Termination Notice"**). If Prophet does not receive a Trial Termination Notice prior to the end of the Trial Period, the Subscription Period commences upon the expiration of the Trial Period, and Prophet will invoice Customer in accordance with Section 6.
- d. **Beta Features.** Beta Features made available by Prophet are provided to Customer for testing purposes only. Prophet makes no commitments to provide Beta Features in any future versions of the Prophet Assets. Customer is not obligated to use Beta Features. Prophet may immediately and without notice remove Beta Features for any reason without liability to Customer. Notwithstanding anything to the contrary in this Agreement, Prophet does not provide Support for Beta Features. For clarity, all Beta Features are provided "AS IS" without warranty of any kind.
- e. **Third-Party Applications.** The Service integrates with third party products, services, systems, tools or applications that are not owned or controlled by Prophet (**"Third-Party Application(s)"**). Prophet does not endorse any Third-

Party Applications. This Agreement does not apply to such Third-Party Applications including Customer's use thereof. PROPHET HAS NO LIABILITY OR OBLIGATION OF ANY KIND RELATED TO ANY THIRD-PARTY APPLICATIONS USED BY CUSTOMER.

3. **Prophet Obligations.**

- a. **Service.** Prophet will provide the Service in conformance with this Agreement, the Order Form(s) and applicable Documentation. Prophet will be responsible for hosting the Service as necessary for the subscription to the Service specified in the Order Form.
- b. **Support.** Unless stated otherwise in the applicable Order Form, if Customer experiences any errors, bugs, or other issues in its use of the Service, Prophet will use commercially reasonable efforts to respond as soon as possible ("**Support**") in order to resolve the issue or provide a suitable workaround. The fee for Standard Support is included in the cost of the subscription set forth on the Order Form.
- c. **Service Changes.** Customer acknowledges that the Service is an on-line, subscription-based service, and that in order to provide improved experience, Prophet may make changes to the Service provided Prophet will not materially decrease the overall functionality of the Service.

4. **Customer Obligations.**

- a. **Internet Connections.** Customer will be responsible for obtaining Internet connections necessary for Customer to access the Prophet Assets.
- b. **Export.** The Prophet Assets are subject to export control laws and regulations. Customer may not access or use the Prophet Assets or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the Prophet Assets nor any underlying information or technology may be accessed or used: (i) by any individual or entity in any country to which the United States has embargoed goods; or (ii) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.

5. **Customer Data License & Protections.**

- a. **Customer Data License.** In connection with its use of the Service, Customer (including its Authorized Users) will transfer Customer Data to Prophet. Prophet uses Customer Data: (i) to provide the Service; and (ii) in combination with the Prompt and a Third Party Generative AI Service to generate AI Output for Customer. Customer grants Prophet a limited license during each Subscription Period to use Customer Data as provided for in this Section 5(a) and in accordance with this Agreement and the DPA. Customer Data is not used to train Third Party Generative AI Services.
- b. **Usage Data.** While Customer uses the Service, Prophet will generate Usage Data. Prophet will use Usage Data to improve and develop the Service.
- c. **Security.** Prophet maintains industry-standard physical, technical, and administrative safeguards in order to protect Customer Data in accordance with Prophet's "**Security Protocols**" set forth in Annex II to the DPA.
- d. **DPA.** Prophet will process all Customer Data for the purposes set forth in this Agreement and in accordance with the DPA.

6. **Fees.**

- a. **Fees.** Customer will pay all fees set forth in the applicable Order Form. Unless otherwise provided for in an Order Form: (i) all amounts are due and payable to Prophet within thirty (30) days from the date of the Order Form; and (ii) all payments are non-cancellable and non-refundable.
- b. **Taxes.** Customer will pay all applicable Taxes excluding only those based on Prophet's net income. If Customer is compelled to make a deduction or set-off for any such Taxes, Customer will pay Prophet such additional amounts as necessary to ensure receipt by Prophet of the full amount Prophet would have received but for the deduction. Any applicable direct pay permits or valid Tax-exempt certificates must be provided to Prophet prior to the execution of this Agreement. If Prophet is required to collect and remit Taxes on Customer's behalf, Prophet will invoice Customer for such Taxes, and Customer will pay Prophet for such Taxes in accordance with Section 6(a).
- c. **Late Payments.** In the event that Prophet does not receive any invoiced amount by the due date as set forth in Section 6(a), without limiting its rights and remedies, Prophet may: (i) charge interest on the outstanding balance (at a rate not to exceed the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by law); (ii) condition future Service renewals and additional Order Forms on payment terms shorter than those specified in Section 6(a); and/or (iii) suspend access to and terminate for failure to pay (if applicable) the Service

pursuant to Section 7(b).

- d. Purchases Through Authorized Third-Party Partners & Marketplaces. The terms of this Agreement related to pricing, payment or taxes do not apply to any Customer orders placed through third-party partners (e.g., partners, resellers, distributors, and/or marketplaces such as AWS and Azure) authorized by Prophet (each, an “**Authorized Partner(s)**”) where Customer pays the applicable fees directly to such Authorized Partner. Customer will establish such terms independently with the Authorized Partner. In the event of a termination by an Authorized Partner of its agreement with Customer (“**Partner Termination**”), Customer will notify Prophet and Prophet will continue providing the Prophet Assets for the duration of the applicable Subscription Term subject to Customer's ongoing compliance with this Agreement and after such Partner Termination, Prophet will receive payments directly from Customer pursuant to this Agreement.

7. Term & Termination.

- a. Term. The “**Term**” of the Agreement commences on the Effective Date and will continue in effect thereafter so long as there is an active Subscription Period under an Order Form, or until terminated earlier in accordance with Section 7(b). For clarity, each Subscription Period will be set forth in the applicable Order Form.
- b. Suspension Rights & Termination. Prophet may suspend Customer's access to, or use of, the Service if: (i) any amount due to Prophet under any invoice is past due and such amount is not paid within 10 days of written notice from Prophet; and (ii) any use of the Service by Customer or Authorized Users that in Prophet's reasonable judgment threatens the security, integrity or availability of the Service. Prophet will: (x) provide Customer with written notice and an opportunity to remedy such violation or threat prior to any such suspension; (y) where practicable limit the suspension based on the circumstances leading to the suspension; and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved.
- c. Termination. Either party may terminate this Agreement and/or any Order Form: (i) upon thirty (30) days' notice to the other party if the other party materially breaches this Agreement and such breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors.
- d. Effect of Termination. If Customer terminates this Agreement in accordance with Section 7(c)(i), Prophet will reimburse Customer on a pro-rata basis for any pre-paid fees allocable to the remaining Subscription Period as of the date of such termination. Upon termination or expiration of this Agreement for any reason, Prophet will, upon written request and within 30 days of such request, delete all Customer Data processed on behalf of Customer during the Subscription Period as specified in the DPA.
- e. Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 8 (Confidentiality), 9 (Ownership), 11 (Indemnification), 12 (Limitation on Liability), and 15 (Miscellaneous, as applicable).

8. Confidentiality.

- a. Each party that receives (“**Receiving Party**”) Confidential Information of the other party (“**Disclosing Party**”) will protect and preserve such Confidential Information as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use or disclose the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement and applicable Order Forms.
- b. Receiving Party may disclose, distribute, or disseminate Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, including to the same with respect to its Affiliates, contractors, or agents (its “**Representatives**”), provided Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives.
- c. A Receiving Party will not violate its confidentiality obligations if it discloses Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

- d. Each party acknowledges that any violation or threatened violation of this Section 8 may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

9. **Ownership.**

- a. **Prophet Property.** As between the parties, Prophet owns and retains all right, title, and interest in and to the Prophet Assets, the Prompt and Usage Data. Except for the limited license granted to Customer in Sections 2(a), Prophet does not by means of this Agreement or otherwise transfer any other rights to Customer.
- b. **Customer Property.** As between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data and AI Output. Except for the licenses granted to Prophet in Section 5(a), Customer does not by means of this Agreement or otherwise transfer any other rights to Prophet.
- c. **Feedback.** Customer may provide comments, suggestions and recommendations to Prophet with respect to the Prophet Assets (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes to each of the foregoing) (collectively, "Feedback"). Prophet may freely use and exploit any such Feedback without any obligation to Customer, unless otherwise agreed upon by the parties in writing.

10. **Representations & Warranties; Disclaimer.**

- a. **Mutual Representations and Warranties.** Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.
- b. **Customer Representations and Warranties.** Customer represents and warrants it: (i) is entitled to transfer, or enable the transfer of, all Customer Data to Prophet; (ii) has all rights necessary to grant Prophet the licenses set forth in this Agreement; and (iii) will not transmit any Prohibited Content to Prophet by means of the Service or as required for Prophet's provision of Support hereunder.
- c. **Disclaimer.** WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 10, THE PROPHET ASSETS AND BETA FEATURES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. PROPHET AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, AND NON-INFRINGEMENT. PROPHET DOES NOT WARRANT THAT THE PROPHET ASSETS OR BETA FEATURES: (I) ARE ERROR-FREE; (II) WILL PERFORM UNINTERRUPTED; OR (III) WILL MEET CUSTOMER'S REQUIREMENTS.

11. **Indemnification.**

- a. **By Prophet.**
 - i. Prophet will defend Customer, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Customer Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Prophet will indemnify Customer Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Customer Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, alleging that the Prophet Assets, including Customer's permitted use thereof, infringes or misappropriates any patent, trademark or copyright of such third party.
 - ii. If Prophet becomes, or in Prophet's opinion is likely to become, the subject of an infringement or misappropriation claim, Prophet may, at its option and expense: (a) procure for Customer the right to continue using the Prophet Assets; (b) replace the Prophet Assets (including any component part) with a non-infringing substitute subject to Customer's prior written approval; or (c) modify the Prophet Assets so that it becomes non-infringing. If none of the foregoing alternatives are available, Prophet shall notify Customer, and Customer may elect to terminate the license immediately pursuant to Section 7(c).
 - iii. Prophet will not be obligated to defend or be liable for costs or damages solely to the extent the infringement or misappropriation is attributable to: (a) any unauthorized use, reproduction, or distribution of the Prophet Assets or Prophet's intellectual property rights by the Customer Indemnified Parties which is the subject of the claim; or (b) any unauthorized combination of, or modification to, the Prophet Assets or Prophet's intellectual property rights, other than as expressly approved by Prophet that causes the underlying claim where such claim would have not occurred but for such unauthorized act.
 - iv. THIS SECTION 11(A) STATES PROPHET'S ENTIRE RESPONSIBILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD-PARTY CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT.

- b. By Customer. Customer will defend Prophet, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Prophet Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Customer will indemnify the Prophet Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Prophet Indemnified Parties related to: (i) Customer or an Authorized User violating a Restriction; (ii) Customer's breach of Section 10(b) (Customer Representations & Warranties); and (iii) any allegation by a governmental body that use of Customer Data, as permitted by Prophet under this Agreement or at Customer's request or direction, has violated any applicable law.
- c. Indemnification Process. The indemnified parties will: (i) give the indemnifying party prompt written notice of any claim, action or demand for which indemnity is claimed; (ii) give the indemnifying party sole control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of the indemnified parties without indemnified parties' prior written approval such approval not to be unreasonably withheld, conditioned or delayed; and (iii) provide the indemnifying party with reasonable cooperation, at the indemnified parties' expense, in connection with the defense and settlement of the claim.

12. Limitation on Liability.

- a. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICES LIABILITY OR OTHERWISE.
- b. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS (BUT AS FURTHER LIMITED BELOW) AND UNCAPPED CLAIMS, EACH AS DEFINED BELOW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR USE OF THE PROPHET ASSETS DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

- c. "**Excluded Claims**" means any claim and/or liability associated with any breach by Prophet of Sections 5(d) (Security) and 5(e) (DPA), including for clarity with respect to any claim of liability associated with the DPA and Security Controls. Prophet's total, cumulative liability for all Excluded Claims will not exceed the greater of (i) \$500,000 or (ii) three (3) times the total amount of fees paid by Customer for use of the Prophet Assets under this Agreement.
- d. "**Uncapped Claims**" means any claim or liability associated with: (i) either party's breach of Section 8 (Confidentiality) but not relating to any liability associated with Prophet's privacy and/or security obligations with respect to Customer Data which remains subject to the Excluded Claims cap; (ii) either party's respective indemnification obligations under Section 11; or (iii) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, intentional misconduct, or violation of the other party's intellectual property rights.

13. Insurance. Prophet will maintain in full force and effect during the Term:

- a. Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage;
- b. Worker's compensation insurance as required by applicable law; and
- c. Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than \$3,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Prophet Assets, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service.

Insurance carriers will be rated A-VII or better by A.M. Best Provider. Prophet's coverage will be considered primary without right of contribution of Customer's insurance policies. In no event will the foregoing coverage

limits affect or limit in any manner Prophet's contractual liability for indemnification or any other liability of Prophet under this Agreement.

14. **Force Majeure.** Except for Customer's payment obligations hereunder, neither Prophet nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action (each, a "**Force Majeure Event**"). For clarification, events caused by a party's own action are not Force Majeure Events. If a Force Majeure Event prevents Prophet from providing the Service for at least thirty (30) consecutive days, either of the parties may immediately terminate this Agreement and any Order Forms, by providing written notice to the other.
15. **Miscellaneous.** This Agreement is the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both parties. The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between the parties. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the parties consent to personal jurisdiction and the exclusive venue of the courts in San Francisco County, California. Any notice provided by one party to the other under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals. To the extent there is an inconsistency between the terms of the Agreement, an Order Form and the DPA, such documents and their terms will be controlled in the following order of precedence: (i) Order Form; (ii) Agreement; and (iii) DPA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PROPHET SECURITY, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____