

OSO CUSTOMER AGREEMENT

(UPDATED 2025-05-07)

This Oso Customer Agreement ("**Agreement**") is entered by and between Oso Security, Inc., located at 72 Madison, Suite 200, New York, New York, 10016 ("**Oso**"), and the entity or person agreeing to these terms ("**Customer**").

This Agreement is effective as of the date Customer clicks to accept the Agreement, or enters into an Order Form referencing this Agreement (the "**Effective Date**"). An "**Order Form**" means any document (whether online, on paper, electronic, or a mix of the foregoing) which specifies Customer's payment obligations to Oso. For the avoidance of doubt, an Order Form may include additional terms. In the event of a conflict between this Agreement and an Order Form, the Order Form will control, solely to the extent of such conflict.

If you are accepting on behalf of Customer, you represent and warrant that: (a) you have full legal authority to bind Customer to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Customer, to this Agreement. This Agreement governs Customer's access to and use of Oso's platform (the "**Service**").

AGREEMENT

1. ACCESS AND USE.

1.1 Rights. Oso provides Customer access to the Service solely in order to enable Customer to store and retrieve permission settings utilized by Customer's application(s) and any other identity and access management functionality made available as part of the Service. At all times subject to the restrictions set forth in Section 1.4 and the timely payment of all fees set forth in this Agreement and any and all applicable Order Form(s), Oso hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service, as made available by Oso, solely via authorized access points for Customer's own internal business use during the Term.

1.2 Customer Data. Solely so that Oso may provide the Service, Customer hereby grants to Oso a worldwide, royalty-free, non-exclusive license to use, reproduce, distribute, transmit to third parties, perform, display, and make derivative works of the data, information, content, and other materials provided by Customer through its use of, stored by Customer in connection with, or transmitted by Customer by or through, the Service ("**Customer Data**").

Customer acknowledges and agrees that Oso will also use Customer Data for internal analytic, statistical, security, quality control, and similar purposes. Customer represents and warrants to Oso that it has the right to grant the foregoing licenses in Customer Data. Customer Data is subject to Oso's Data Processing Addendum available at <https://www.osohq.com/oso-dpa> and which is hereby incorporated by reference in its entirety.

1.3 Support.

(a) Oso will provide the support services set forth in Exhibit A to this Agreement (the "**Support Services**").

(b) Customer acknowledges and agrees that (i) Customer will be responsible for promptly implementing, at Customer's expense, all error corrections, upgrades, and/or maintenance releases furnished by Oso; and (ii) Customer will fully cooperate and assist Oso in the provision of Support Services, including allowing full and free access to relevant hardware, software, and other information if reasonably required by Oso.

(c) Customer further acknowledges and agrees that Oso is not obligated to provide Support Services in the following situations: (i) Support Services are necessary due to (1) failure of computer hardware, equipment, or software not supplied by Oso; (2) the negligence of Customer or any third party; (3) a cause or causes beyond the reasonable control of Oso; or (4) attempted maintenance by unauthorized persons or entities; (ii) Support Services are necessary due to Customer's use or improper use of the Service, or merging or combining the Service with any hardware or software whose merger or combination was not authorized by Oso; (iii) Customer has not installed and implemented any error corrections, upgrades and/or maintenance releases provided by Oso; or (iv) Customer has not paid any fees when due.

1.4 Restrictions. Customer hereby acknowledges and agrees that it will use the Service solely to access its permission settings via the assigned application programming interface keys ("**API Keys**") and, in each instance, solely for the purposes authorized by such API Keys, and that at all times Customer will use the Service in accordance with all applicable laws, rules, regulations, and in compliance with the terms of this Agreement. Customer will not (a) share access to the Service with any unauthorized entities; (b) modify, translate, or create any derivative work based upon the Service (including, without limitation, develop any identity and access management technology that utilizes the Service); (c) perform, or release the results of, benchmark tests or other comparisons of the Service with other software or services; (d) permit the Service to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; or (e) incorporate the Service into any products or services that compete with Oso's products or services. In the event of any violation of any of

the restrictions set forth in this Agreement, Oso may immediately terminate this Agreement. For the avoidance of doubt, in such an event Oso may seek equitable relief in addition to any other damages and remedies. Customer will not share the Service or make the Service available to any entity (including, without limitation, an affiliate or contractor) who is a competitor of Oso.

1.5 Online Terms of Use. Customer will ensure that all of Customer's employees and contractors using the Service will at all times adhere to the Terms of Use ("**TOUs**") applicable to the Service available at <https://www.osohq.com/terms>, which TOUs may be amended from time to time by Oso in its discretion.

1.6 Additional Services. Any custom features created by Oso for Customer ("**Custom Features**") will be specified as such in an Order Form or another written agreement between the parties.

1.7 Customer Feedback. Customer acknowledges and agrees that any feedback provided by Customer to Oso (including, without limitation, feature suggestions) will belong solely to Oso, without payment or restriction, and Customer will have no ownership in or any other right to such feedback.

2. OWNERSHIP; RESERVED RIGHTS.

2.1 Ownership. Customer acknowledges and agrees that Oso owns and will retain all right, title and interest, including, without limitation, all intellectual property rights, in and to the Service and any portions thereof (including, without limitation, any Custom Features). Customer will not take any action to jeopardize, encumber, limit, or interfere in any manner with Oso's ownership of the Service and any of Oso's rights in and to the Service or any derivative work or update thereof or thereto. Oso retains all rights not expressly granted in this Agreement, and Customer has solely those rights to the Service that Oso expressly grants under this Agreement.

3. FEES AND PAYMENT

3.1 Fees. Customer will pay the access and usage fees set forth in the applicable Order Form (the "**Fees**").

3.2 Interest. Any amounts payable by Customer to Oso hereunder which remain overdue for thirty (30) days or longer will be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.

3.3 Taxes. All prices set forth in this Agreement are in US Dollars and are exclusive of any applicable taxes. Customer will pay, indemnify, and hold Oso harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than U.S. taxes on Oso's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Customer and any services rendered to Customer under this Agreement.

3.4 Additional Costs. Customer will be solely responsible for any and all costs and fees in connection with accessing and using the Service, including, without limitation, any connection fees and equipment used by Customer.

4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. Each party (the "**Receiving Party**") acknowledges that, during the Term, it may obtain information relating to the other party (the "**Disclosing Party**") that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary ("**Confidential Information**"). Oso's Confidential Information includes, without limitation, the existence of and terms of this Agreement, trade secrets, know-how, inventions (whether or not patented or patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, third party customer, and financial information, plans, and data.

4.2 Use and Disclosure Restrictions. Each party hereby acknowledges and agrees that the other party's Confidential Information constitutes valuable proprietary information, and each party agrees to use the other party's Confidential Information only in connection with its obligations under this Agreement, and to disclose such Confidential Information solely to those employees, agents, and/or contractors who have authorized access to Service, and who have entered into written confidentiality agreements at least as protective of Confidential Information as this Agreement.

4.3 Exclusions. The foregoing restrictions will not apply to Confidential Information that (a) was or becomes publicly known through no fault of the Receiving Party; (b) was known by the Receiving Party before it was disclosed by the Disclosing Party to the Receiving Party; (c) becomes known to the Receiving Party without confidential or proprietary restriction; or (d) is independently developed by the Receiving Party without use of the other party's Confidential Information. In addition, the Receiving Party may use or disclose Confidential

Information to the extent (i) expressly approved by the Disclosing Party in writing, and/or (ii) the Receiving Party is legally compelled to disclose such Confidential Information, provided, however, that prior to any compelled disclosure the Receiving Party will cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

4.4 Equitable Relief. Customer acknowledges and agrees that, due to the unique nature of Oso's Confidential Information, there can be no adequate remedy at law to compensate Oso for Customer's breach of this Section 4 or of Section 1.4, and that any such breach will allow Customer and/or third parties to compete unfairly with Oso, which would result in irreparable harm to Oso. Customer acknowledges and agrees that, upon any such breach or threat thereof, Oso will, in addition to whatever other remedies it may have available at law, under this Agreement, or otherwise, be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond or proving actual damages).

5. PUBLICITY.

Oso will have the right to use Customer's identity on Oso's customer lists; provided, however, that any other use of Customer's name or trademark will require Customer's prior approval, which approval may be provided via email.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery, and performance of this Agreement (a) is within its corporate powers; (b) has been duly authorized by all necessary corporate action on such party's part; and (c) does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.

6.2 Warranty. Oso represents and warrants to Customer that the Service, when used in accordance with the documentation available at <https://www.osohq.com/docs>, as updated from time to time, (the "Documentation"), will substantially conform to the functional specifications in the Documentation. In case of a non-conformity to the Documentation, Customer will provide, via email, a detailed report explaining the non-conformity (including, without limitation, steps to replicate), so that Oso can replicate the non-conformity. Oso will, at its option, either repair or replace the non-conforming element(s) of the Service in a diligent and timely manner. OSO EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR

USAGE OF TRADE. OSO DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICE WILL BE ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED, OR THAT OPERATION OF SERVICE WILL BE UNINTERRUPTED, AND OSO HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY OSO, ITS AGENTS, OR ITS EMPLOYEES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. OSO HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO SERVICE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. THIS SECTION WILL BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND STATES OSO'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY EXPRESS OR IMPLIED WARRANTIES HEREUNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

6.3 Defects Not Covered by Warranty. Oso's obligations under Section 6.2 do not apply to any nonconformance, failure, and/or error in Service caused by Customer's use of third-party products with Service, Customer's failure to use Service in accordance with this Agreement and/or Oso documentation, and/or Customer's misuse of Service. Oso will not be liable or responsible for any: (a) technical problems of the Internet (including, without limitation, slow Internet connections or outages); or (b) any issue that is attributable to Customer's hardware or service or Customer's internet or data services.

7. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES, LOSS OF USE, DATA, BUSINESS, PROFITS, REVENUE, GOODWILL, OR CUSTOMER OPPORTUNITIES), REGARDLESS OF LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE) OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER OSO NOR ANY OF OSO'S AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE, (II) OSO'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR, (III) WITHOUT LIMITING ANY EXPRESS SERVICE OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE; OR (D) ANY UNAUTHORIZED

ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S DATA. OSO'S, OSO'S AFFILIATES' AND OSO'S LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to the Customer.

8. TERM AND TERMINATION.

8.1 Term. This Agreement will commence on the Effective Date and continue for an initial period of one (1) year (the **"Initial Term"**). This Agreement will thereafter automatically renew for successive periods of one (1) year each (a **"Renewal Term"**), unless either party notifies the other of its intention not to renew prior to thirty (30) days before the end of the then-current Term (the Initial Term and any Renewal Term(s) are collectively referred to herein as the **"Term"**).

8.2 Termination.

(a) If either party materially breaches this Agreement and fails to cure such a breach within thirty (30) days of receiving notification of such breach, the other party may terminate this Agreement. The foregoing notwithstanding, in the event Customer breaches any restrictions set forth in Section 1.4 or the confidentiality obligations set forth in Section 4 of this Agreement, Oso may immediately terminate this Agreement.

(b) Either party may terminate this Agreement if the other party (i) becomes insolvent; (ii) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (iii) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; and/or (iv) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

(c) Upon the expiration or termination of this Agreement, any Order Form(s) hereunder, and all rights and licenses granted to Customer hereunder will immediately terminate. The termination or expiration of an Order Form will not, in itself, terminate this Agreement.

(d) Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement as set forth in this Agreement. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and termination will not relieve either party of liability for breaches that occurred prior to such termination. Sections 2, 3, 4, 5, 7, 8, 9 and 10 will survive the expiration or any termination of this Agreement.

9. GENERAL PROVISIONS

9.1 Notices. Any notice or other communication required or permitted under this Agreement will be sent in writing, reference this Agreement, and sent to (a) if to Oso, at 335 Madison Avenue, Fourth Floor, New York, NY 10017; or (b) if to Customer, at the address provided for Customer in its most recent Order Form. Such a notice or other communication will be deemed properly given and received (a) when emailed or delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a nationally recognized private industry express courier (*e.g.*, Federal Express or DHL), with written confirmation of receipt.

9.2 Assignment. This Agreement may not be assigned by Customer without the prior written consent of Oso. Provided such approval is granted, the rights and liabilities of the parties hereto are binding on and will inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment other than in accordance with this Section 9.2 will be null and void.

9.3 Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the state of New York, without reference to its conflicts of law provisions. Any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in New York City, New York, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

9.4 Construction; Headings. This Agreement has been negotiated by the parties and their respective counsel, and it will be interpreted fairly in accordance with its terms and without any construction in favor of or against either party. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

9.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

9.6 Severability. If any provision of this Agreement will be held invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the validity of other provisions of this Agreement will not in any way be affected or impaired thereby, and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed by the parties to the extent necessary to make such provision valid and enforceable.

9.7 Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the parties. Neither party will have any authority to bind the other party in any respect whatsoever, and the relationship of the parties is and will be that of independent contractors.

9.8 Force Majeure. Except for the payment of monies due hereunder, neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, pandemics, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance.

9.9 Export Controls. Customer will abide by all applicable export laws and regulations. Neither the Service nor any portion thereof may be downloaded or otherwise exported or re-exported into any country for which the United States has a trade embargo, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

9.10 Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement between the parties concerning its subject matter, and supersedes all prior or contemporaneous communications, whether oral or written. Oso may

make changes to the Agreement from time to time. Unless otherwise noted by Oso, (a) changes applicable to new Services or functionality, or required by a court order or applicable law, will be effective immediately; and (b) other material changes to the Agreement will become effective 30 days after notice is given; provided, that changes that are materially adverse to the Customer will not become effective during the then-current Term except as required by court order or applicable law.

EXHIBIT A

Support

	Developer	Startup	Growth
Technical Support Availability	Community	Mon - Fri, 9am - 9pm (ET)	24 x 7 x 365
Ticket Severity ¹	Support Response Times		
P1 - Customer business operations are down or severely impacted	-	1 hour	30 minutes
P2 - Oso product functionality is severely impaired, but customer business operations are not impacted	-	4 hours	2 hours
P3 - Limited effect on customer business operations	-	1 business day	1 business day
P4 - Minor issue, customer business operations not impacted, or informational query	-	2 business days	1 business day

1 Support ticket severity levels determined by Oso

SERVICE COMMITMENT

	Developer	Startup	Growth
Oso Cloud Service Uptime	99.5%	99.95%	99.99%

SERVICE CREDITS

Oso Cloud Service Monthly Uptime %	Developer	Startup	Growth
< 99.99% but >= 99.95%	-	-	10%
< 99.95% but >= 99.50%	-	10%	25%
< 99.50%	-	25%	50%

Oso will use commercially reasonable efforts to ensure the availability of Service as set forth in the table above. Monthly downtime percentage is calculated by subtracting from one hundred percent (100%) the percentage of minutes during the applicable calendar month in which the Service does not respond to any API calls from Customer ("Monthly Offline Period"). Planned down times will be announced at <https://oso.statuspage.io/> and will not be deemed Monthly Offline Period(s). Customer further acknowledges and agrees that outages caused by a third- party service provider will not be deemed Monthly Offline Period(s). "Service Commitment" means the service commitment indicated on the applicable chart above. Customer acknowledges and agrees that Service Commitment does not apply to any beta features and that any such beta features may be added or removed in Oso's sole discretion and with no liability to Customer.

Service Credits are calculated as a percentage of the fees paid for the month in which the unavailability occurred as follows: (monthly subscription fee) x (Service Commitment – Monthly Offline Period) (e.g. \$1,000 x (99.5% - 95%) = \$45).

Customer acknowledges and agrees that (a) the total amount of Service Credits will not exceed fees paid for the applicable month, (b) the foregoing Service Credits will be Customer's sole remedy in case Service becomes unavailable, and (c) in no event will such unavailability be deemed a breach of this Agreement or entitle Customer to any refund or other payment from Oso.

In order to receive applicable Service Credits, Customer must submit a claim by opening an Oso Cloud support ticket no later than the end of the month during which the Offline Period occurred. The email requesting Service Credits must include "SLA Credit Request" in the subject line, the dates of each applicable Offline Period, any logs made available to you during the applicable Offline Period. Oso may require additional information relating to the Offline Period. Failure to provide such information will disqualify your eligibility for Service Credits. If Oso is able to

verify the Offline Period and the impact of such Offline Period qualifies you for Service Credits, such Service Credits will be calculated as set forth in this Exhibit.