

## MASTER CUSTOMER AGREEMENT

This Master Customer Agreement ("**Master Agreement**") is made and entered into as of the date that Customer subscribes or enters into any service offered by SB Technology, Inc. d/b/a SandboxAQ on the Amazon Web Services Marketplace ("**Effective Date**") and is between SB Technology, Inc. ("**SandboxAQ**") and the customer identified on the Order Form ("**Customer**"). SandboxAQ and Customer may each be referred to herein individually as a "**Party**" and, together as the "**Parties**". The Parties agree as follows:

### 1. STRUCTURE

- 1.1. Products and Order Forms. This Agreement sets forth the terms and conditions on which SandboxAQ provides to Customer the Software (defined below) or Hosted Services (defined below) (collectively, "**Products**"), as applicable, as identified and purchased through Amazon Web Services Marketplace (each, an "**Order Form**").
- 1.2. Addenda. Customer's receipt and use of the Products, Deliverables (as defined below), and Professional Services (as defined below) shall be referred to collectively herein as the "**Services**". The Services are also subject to any additional relevant SandboxAQ terms or policies (each, as may be made available by SandboxAQ or referenced herein, an "**Addendum**" and collectively the "**Addenda**").
- 1.3. Incorporation. All Addenda, Order Forms, and SOWs are incorporated into and governed by this Agreement. References to this "**Agreement**" shall include, as applicable, this Master Agreement, the Order Forms, the SOWs, and all Addenda.
- 1.4. Order Form Term. Unless earlier terminated in accordance with this Agreement, each Order Form is effective as of the effective date set forth in the applicable Order Form and will continue for the duration of the initial term specified in such Order Form ("**Initial Order Form Term**") and, if such Order Form provides for automatic renewal, then, unless either Party provides the other with written notice of non-renewal at least ninety (90) days prior to the expiration of the then- current Order Form Term, such Order Form will automatically renew for successive twelve (12) month terms (or such other renewal terms agreed in the Order Form) (each, a "**Renewal Order Form Term**"), (the Initial Order Form Term and each Renewal Order Form Term, if any, collectively, the "**Order Form Term**"). Renewal of any Order Form may be conditioned upon and subject to Customer's agreement to changes and/or updates to the Services, the Documentation, or this Agreement (including the terms and conditions of the Order Form).
- 1.5. Order of Precedence. Any conflict between an Order Form, Statement of Work, Addendum, or this Master Agreement will be resolved according to the following order of precedence: (a) the Order Form (as applicable to the specific Products) or the Statement of Work (as applicable to the Professional Services described therein), in each case only to the extent it expressly states an intent to supersede the Master Agreement; (b) the Addenda (with respect to the applicable Products, Deliverables, and/or Professional Services that are the subject matter thereof); and (c) this Master Agreement.

### 2. PRODUCT RIGHTS AND RESTRICTIONS

- 2.1. Users. Customer may use the mechanisms designated by SandboxAQ ("**Log-in Credentials**"), to provide access to the Services and Documentation only to its and its Affiliates' employees and contractors who are using the Products on Customer's behalf in connection with its internal business purposes ("**Users**"). Log-in Credentials must be kept confidential and may not be shared with anyone else. Customer is responsible for its Users' compliance with this Agreement and all actions taken through their Log-in Credentials. Customer will promptly notify SandboxAQ if it becomes aware of any compromise of any Log-in Credentials or unauthorized access to or use of the Services or Documentation.
- 2.2. Licenses and Access/Use Grants. If Customer orders a license to hosted software or a software-as-a-service product (the "**Hosted Services**"), or downloadable software (including downloadable add-ons to Products) ("**Software**"), then SandboxAQ hereby grants to Customer and its Users a limited, non-exclusive, revocable (as set forth herein), non-transferable, non- sublicensable, subscription license to access and use such Hosted Services or Software, as applicable, and any accompanying documentation that SandboxAQ makes generally available to its customers ("**Documentation**") solely (a) as licensed during the Order Form Term, (b) in accordance with the applicable Documentation (defined below), and (c) subject to Customer's compliance with the terms and conditions of this Agreement. The Hosted Services will be accessible in accordance with the service levels and support services specified in Exhibit A. Any SandboxAQ- provided mobile applications licensed to Customer by SandboxAQ for use in connection with another Product licensed hereunder is deemed Software.
- 2.3. Additional Features. Customer acknowledges that the features and functionality of a Product are subject to the limitations on quantity, and description of features and functionality of the applicable license purchased by Customer as set forth in the Order Form and/or Documentation, and that access to additional quantities, or features or functionality not included in a Product as licensed to Customer may require payment of additional fees and/or the purchase of additional licenses.
- 2.4. Use Restrictions. Except as otherwise explicitly permitted in this Agreement, Customer and its Users will not, and will not permit or authorize third parties to:  
(a) rent, lease, or otherwise permit third parties

(or other persons not authorized by this Agreement) to access or use the Services, or the Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services in connection with the development of a competitive or similar product or service; (d) circumvent or disable any security or other technological features or measures of a Product or use

the Product in a manner that poses a threat to the security of SandboxAQ-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization of a Product or Service (except to the extent that applicable law prevents the prohibition of such activities); (f) circumvent any access restrictions, or conduct any security or vulnerability test of any Product; (g) transmit any viruses or other harmful materials to any Product; (h) use or access the Services in a manner, or take any action, that risks harm to others or to the security, availability, operation, or integrity of a Product or SandboxAQ's servers and systems; (i) remove or obscure any proprietary notices in a Product or Deliverable; or (j) publish benchmarks or performance information about any Product.

- 2.5. **Third-Party Products.** In the event that any third-party software or other products (e.g., cloud hosting instances or data analysis tools) that integrate or interoperate with or are identified in the Documentation as being required to use such Product ("**Third-Party Products**"), the relevant Third-Party Products and their use by Customer are subject to the applicable terms and conditions, and restrictions that apply to the use of such Third-Party Products ("**Third-Party Terms**"). Customer agrees to read, abide by, and comply with all such Third-Party Terms as applicable to Customer's use of Third-Party Products. Except as otherwise expressly agreed to in writing by SandboxAQ to the contrary, SandboxAQ does not provide any warranties, representations or support in respect of any Third-Party Products of any kind and has no liability for or in connection with Customer's use of Third-Party Products. SandboxAQ cannot guarantee the continued availability of any Third-Party Products and, may suspend or terminate access to any Third-Party Products without entitling Customer to any refund, credit, or other compensation. Certain Products may include code and components licensed under an open source license, as further described in applicable Documentation, and their use is subject to the respective Third-Party Terms indicated in the Documentation.
- 2.6. **Compliance with Laws.** Customer will use the Services and Documentation in compliance with all applicable laws and regulations.
- 2.7. **Customer Data.** Except as expressly provided in this Agreement and except for Usage Data, as between SandboxAQ and Customer, Customer retains all right, title, and interest, including all patents, copyrights, trademarks, trade secrets, and any other proprietary or intellectual property rights ("**Intellectual Property Rights**"), in and to (a) any data or information that Customer uploads or inputs into a Product or otherwise makes available to SandboxAQ in connection with Customer's use of a Product or receipt of Professional Services; and (b) output that is generated and made available to Customer by any Product through use of the data described in part (a) above (excluding Usage Data) ((a) and (b) collectively, "**Customer Data**"). Customer Data does not include any of SandboxAQ's underlying inventions, ideas, methods, data, models, algorithms or proprietary information or technology used by SandboxAQ to provide the Products and Services, or any Intellectual Property Rights therein. Customer hereby grants SandboxAQ and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid,

sublicensable, fully transferable, license to access, use, process, transmit, store, display, and disclose Customer Data during the Term, for the purpose of providing the Products and Services, and performing its obligations and exercising its rights under the Agreement.

- 2.8. **Usage Data.** Customer acknowledges that SandboxAQ and its Affiliates may monitor Customer's, its Affiliates' and their Users' use of the Products and Services and may, directly or indirectly through the use of third-party providers, collect, create, store, and process any and all information reflecting the access or use of the Products and Services by or on behalf of Customer or any User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing, including without limitation, technical information and metrics about Customer's, its Affiliates' and their Users' access to or use of the Products and Services, such as end user profile-, visit-, session-, impression-, click through-, or click stream-data, in in perpetuity, in a form that does not (and cannot reasonably be used to) identify Customer or its Users as the source thereof ("**Usage Data**") for SandboxAQ's internal business purposes and use, including without limitation, to develop, maintain, and improve SandboxAQ's and its Affiliates' products and services.
- 2.9. **Customer Data Representations and Warranties; Prohibited Data.** Customer represents and warrants that (i) Customer has made and provided all legally required disclosures, and notices, and has obtained and will continue to obtain during the Term all rights, consents, and permissions necessary to provide the Customer Data to SandboxAQ and to grant the access and rights granted by Customer under this Agreement; and (ii) Customer Data shall not include any Prohibited Data. For purposes of this Agreement, "**Prohibited Data**" means any: (1) special categories of data or personal data relating to criminal convictions or offences as defined in the GDPR (as defined in the Data Protection Addendum); (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented); (3) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards; (4) other information subject to regulation or protection under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (5) social security numbers, driver's license numbers, or other government ID numbers; or (6) any other sensitive and/or regulated data similar to the above.
- 2.10. **Ownership.** Except as expressly provided in this Agreement, as between the Parties, SandboxAQ and its licensors retain and own all right, title, and interest, including all Intellectual Property Rights, in and to the Products,

Documentation, Deliverables, Professional Services, Services, and any updates or improvements to any Services (or other SandboxAQ products or services) made as a result of SandboxAQ's use, processing, or generation of Customer Data. .

- 2.11. Updates; Upgrades; and Optional Features.  
SandboxAQ may, in its sole discretion, make updates, modifications, or bug fixes to Products as SandboxAQ makes them generally available to its customers. SandboxAQ may also offer optional features within the

Products, which may have their own terms and conditions and be offered on an optional basis to Customer, including tools that may use artificial intelligence to enhance Customer's use of the Products. Customer's purchase of access to Products is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by SandboxAQ regarding future functionality or features of the Products. From time to time, SandboxAQ, in its sole discretion, may make available optional additions, enhancements, upgrades, new services, or modules that include new features and substantial increases in functionality to the Products ("**Upgrades**") for an additional fee and which may be subject to additional or different terms. Nothing in this Agreement obligates SandboxAQ to make Upgrades available to Customer as part of the Products or otherwise unless specifically included in an Order Form.

- 2.12. **Feedback.** If Customer provides any feedback to SandboxAQ concerning the functionality or performance of the Services or Documentation (including identifying potential errors and improvements) ("**Feedback**"), Customer hereby grants SandboxAQ a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable (through multiple tiers) license to use Feedback without restriction, and without compensation or attribution to Customer of any kind.

### 3. PROFESSIONAL SERVICES

- 3.1. **Provision of Professional Services.** Subject to the terms of this Agreement, SandboxAQ will use commercially reasonable efforts to provide any implementation, installation, configuration, customization, or other professional services identified in a Statement of Work (the "**Professional Services**"), and any deliverables, materials or other materials to be created and/or provided by SandboxAQ in connection with its performance of the Professional Services as described in the applicable Statement of Work (the "**Deliverables**"). SandboxAQ shall perform the Professional Services and provide the Deliverables in a professional manner, with reasonable skill and care, and in substantial accordance with applicable generally accepted industry standards and the applicable Statement of Work.
- 3.2. **Statements of Work.** Professional Services and Deliverables will be set forth in a written statement of work describing, as applicable, the Professional Services, Deliverables, specifications, fees, milestones, exclusions, obligations of the Parties, and other agreed upon terms to for the applicable project (each a "**Statement of Work**" or "**SOW**").
- 3.3. **Change Orders.** Customer may request a modification to the Professional Services or Deliverables to be performed pursuant to any particular Statement of Work by written request to SandboxAQ specifying the desired modifications (each a "**Change Request**"). SandboxAQ will, within a reasonable time following receipt of such Change Request, submit an estimate of the cost for such modifications and a revised estimate of the scope and time for performance of the Professional Services (a "**Change Order**"). If Customer accepts a Change Order it shall so notify SandboxAQ in writing within ten (10) days after receiving it, and the Parties shall mutually execute the Change Order. The modifications

in the Change Order shall be performed under the terms of this Agreement.

- 3.4. **Customer Responsibilities.** Customer will perform its obligations, and make available all information, access, and resources reasonably required by SandboxAQ for the performance of the Professional Services, in a timely manner and as set forth in the applicable Statement of Work. Customer is responsible for, and assumes the risk of any problems resulting from, the content, accuracy, appropriateness, and completeness of all such materials and information.

### 4. SECURITY; PRIVACY.

- 4.1. **Security.** SandboxAQ will maintain, for as long as it processes Customer Data, the information security measures set forth in the Data Security Requirements attached here as **Exhibit C** (as such measures may be updated by SandboxAQ from time to time, provided that the updated measures are not materially less protective of Customer Data than those set forth in **Exhibit C** as of the Effective Date). SANDBOXAQ'S SOLE RESPONSIBILITY FOR HANDLING CUSTOMER DATA AND CUSTOMER'S SOLE REMEDY FOR SANDBOXAQ'S FAILURE TO PROPERLY HANDLE CUSTOMER DATA SHALL BE AS SET FORTH IN THE DATA SECURITY REQUIREMENTS AND THE DPA (TO THE EXTENT THERE IS ANY PERSONAL DATA IN THE CUSTOMER DATA).
- 4.2. **Privacy.** The Parties agree to comply with their respective obligations in the Data Protection Addendum ("**DPA**") attached as Exhibit D in connection with the processing of any personal data within the Customer Data.

### 5. FEES AND PAYMENT

- 5.1. **Fees and Payment Terms.** Customer will pay SandboxAQ the fees and any other amounts owing under this Agreement as specified in the applicable Order Form or Statement of Work, without deduction or set-off. Customer will pay all amounts due within thirty (30) days of the date of the invoice. Any amount not paid when due will be subject to a late charge of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less.
- 5.2. **Taxes.** Other than net income taxes imposed on SandboxAQ, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by SandboxAQ after all such Taxes are paid are equal to the amounts to which SandboxAQ would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

### 6. TERM AND TERMINATION

- 6.1. Term. This Agreement will commence on the Effective Date and remain in effect until the expiration (without renewal) or termination of all outstanding Order Forms (the "**Term**").

- 6.2. Termination; Suspension. Either Party may terminate this Agreement in whole or in part, immediately upon written notice to the other Party if: (a) the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach from the other Party; or (b) commences bankruptcy or dissolution proceedings, is unable to pay its debts as they come due, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business. Notwithstanding the foregoing, SandboxAQ may immediately terminate this Agreement upon notice to Customer if SandboxAQ reasonably believes that Customer has made or distributed any unauthorized copies of any Product, has violated Section 2.4, has attempted to assign or sublicense any right granted by this Agreement except as expressly permitted herein, or has otherwise taken any actions that threaten or challenge SandboxAQ's Intellectual Property Rights, including rights in and to any Product. Without limiting any other provision of this Section 6.2, if Customer fails to timely pay any fees (and such failure is repeated or is not cured within seven (7) days), SandboxAQ may, without limitation to any of its other rights or remedies, suspend access to the Products or performance of the Professional Services under all Order Forms until it receives all amounts due.
- 6.3. Post-Termination and Expiration Obligations. Upon expiration or if this Agreement is terminated for any reason, (a) Customer will pay to SandboxAQ any fees or other amounts that have accrued through the effective date of the expiration or termination, (b) any and all liabilities (including payment obligations under Section 5) accrued through the effective date of the termination or expiration will survive, and (c) Customer will provide SandboxAQ with a written certification signed by an authorized Customer representative certifying that all use of Products and Documentation by Customer has been discontinued and that all Software and Confidential Information in Customer's possession or control has been returned or destroyed. If Customer terminates any Order Form prior to the expiration of the Order Form Term for any reason other than termination for cause as permitted in Section 6.2, in addition to any other amounts due and owing from Customer as set forth herein, Customer shall pay to SandboxAQ, as a genuine pre-estimate of the damages SandboxAQ would suffer for such termination and not as a penalty, the amount of all fees for Software and Hosted Services that would have been due for the remainder of the Order Form Term, within thirty (30) days of Customer's receipt of an invoice for such amounts. Customer Data and other Confidential Information, as defined in Section 7, may be retained in Receiving Party's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality and use restrictions.
- 6.4. Survival. Sections 1.5, 2.4, 2.6, 2.7, 2.8, 2.9, 2.11, 5, 6.3, 6.4, 7, 8, 9.4, 10, 11, 12, 13, and 14 will survive termination or expiration of this Agreement.

## 7. CONFIDENTIALITY

- 7.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether

orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, pricing, product plans and designs, and business processes. Without limiting the foregoing, SandboxAQ's "Confidential Information" includes each Product, all Documentation, all SandboxAQ technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential Information.

- 7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, agents, and representatives who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, SandboxAQ is permitted to disclose Confidential Information of Customer on a need-to-know basis to its and its Affiliates' employees, contractors, agents, representatives, and advisors (collectively "**Representatives**"), in each instance, provided such Representatives are informed of the confidential nature of the information and are bound by confidentiality obligations no less restrictive than those contained herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, if the Disclosing Party wishes to contest the disclosure. "**Affiliate**" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another

Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

## **8. AUDIT**

- 8.1. Compliance Records. Customer will maintain accurate records to enable SandboxAQ to verify Customer's compliance with this Agreement. Customer will provide



a copy of such records to SandboxAQ upon request. Customer acknowledges that SandboxAQ will have the right to implement in the Products testing, compliance, and monitoring tools and technologies to collect Usage Data concerning Customer's usage of such Products. Nothing in this Agreement will be construed to limit SandboxAQ's right to use such Usage Data to verify Customer's compliance with this Agreement.

## 9. WARRANTIES AND DISCLAIMER

- 9.1. **Mutual Warranties.** Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.
- 9.2. **SandboxAQ Warranties.** SandboxAQ offers the following limited warranties (collectively, the "**Performance Warranty**") during the applicable warranty periods set forth below (as applicable, the "**Warranty Period**"):
- a. The functionality of the Hosted Services will perform as described in the applicable Documentation in all material respects during the applicable Order Form Term;
  - b. SandboxAQ will perform any Professional Services in a professional and workmanlike manner in substantial accordance with the applicable Statement of Work, and the Deliverables (as and when delivered by SandboxAQ) will conform in all material respects to the specifications set forth in the applicable Statement of Work.
- 9.3. **Warranty Remedy.** If SandboxAQ breaches the Performance Warranty during the applicable Warranty Period and Customer makes a reasonably detailed warranty claim in the manner required by SandboxAQ within the Warranty Period (or in the case of Section 9.2(c) above, within seven (7) days of performance or delivery), then SandboxAQ will use reasonable efforts to correct the non-conformity within a reasonable time period. If SandboxAQ cannot do so, either party may terminate the affected Order Form as it relates to the non-conforming Product or Professional Services. SandboxAQ will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Order Form (for breach of the Performance Warranty) or for the non-conforming Professional Services. This Section sets forth Customer's exclusive remedy and SandboxAQ's entire liability for breach of the warranties set forth in Section 9.2 of this Agreement. These warranties do not apply to and SandboxAQ shall have no liability for: (a) issues caused by Customer's misuse of or unauthorized modifications to the applicable Product; (b) issues in or caused by Third-Party Products or other third-party systems; (c) use of the applicable Product other than according to the Documentation; (d) Tier 2 Software, or (e) Trials and Betas or other free or evaluation use.
- 9.4. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN

THIS SECTION 9, THE PRODUCTS, DOCUMENTATION, SUPPORT AND MAINTENANCE SERVICES, PROFESSIONAL SERVICES AND ANY OTHER SERVICES PROVIDED BY SANDBOXAQ ARE PROVIDED "AS IS" AND "AS AVAILABLE".

SANDBOXAQ MAKES NO ADDITIONAL REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SANDBOXAQ EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. SANDBOXAQ DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES OR DELIVERABLES WILL BE SECURE OR UNINTERRUPTED. SANDBOXAQ DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SANDBOXAQ EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES. SANDBOXAQ DOES NOT PROVIDE ANY LEGAL ADVICE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PROFESSIONAL DECISIONS CUSTOMER MAKES. IN ADDITION TO THE FOREGOING, THE RESULTS OF THE PRODUCTS, SERVICES, PROFESSIONAL SERVICES, DELIVERABLES, AND THE OPINIONS, ADVICE, RECOMMENDATIONS, AND/OR CERTIFICATION OF OR BY SANDBOXAQ THEREOF DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY, OR GUARANTY THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY KIND OF ATTACK, EVEN IF FULLY IMPLEMENTED.

## 10. Reserved.

11. **TRIALS AND BETAS.** If Customer receives access to Products or features thereof on a free or trial basis or as an alpha, beta, or early access offering ("**Trials and Betas**"), Customer may only use the Trials and Betas only for Customer's internal evaluation during the period designated by SandboxAQ (or if not designated, thirty (30) days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that SandboxAQ may never release, and their features and performance information are SandboxAQ's Confidential Information. Notwithstanding anything else in this Agreement, SandboxAQ provides no warranty, indemnity, or support for Trials and Betas, and its aggregate liability for Trials and Betas will not exceed US

\$50.

## 12. INDEMNIFICATION

- 12.1. By SandboxAQ. SandboxAQ will: (a) at its expense, either defend Customer from or settle any claim, proceeding, or suit brought by a third party ("**Claim**") against Customer alleging that Customer's use of the Product as permitted under this Agreement infringes or misappropriates any patent, copyright, or trademark,

subject to Section 12.3, and (b) reimburse Customer for and pay the applicable Losses (defined below) actually incurred by Customer in connection with such Claim. SandboxAQ will have no obligation under this Section 12.1 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the **"Excluded Claims"**): (1) use of the Product in combination with other products or services not provided by SandboxAQ if such infringement or misappropriation would not have arisen but for such combination; (2) the Product having been provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (3) use of the Product by Customer for purposes not intended or outside the scope of the license granted to Customer under this Agreement; (4) Customer's failure to use the Product in accordance with instructions provided by SandboxAQ, if the infringement or misappropriation would not have occurred but for such failure; (5) any modification of the Product not made or authorized in writing by SandboxAQ where such infringement or misappropriation would not have occurred but for such modification; or (6) any Third-Party Product if such infringement or misappropriation would not have arisen but for such Third-Party Product.

- 12.2. By Customer. Customer shall defend and indemnify SandboxAQ and its Affiliates and their officers, directors and employees against any Claim(s) (including those brought by a government entity), and all related Losses, resulting from: (1) an actual or alleged infringement or violation by the Customer Data of such third-party's patent, copyright, trademark, trade secret or other proprietary right; (2) SandboxAQ's use of the Customer Data violating applicable law including Data Protection Legislation (as defined in the Data Protection Addendum), provided that such use is permitted under this Agreement; (3) Customer's breach of Section 2.4 of this Agreement; or (4) any Excluded Claims.
- 12.3. Mitigation; Limited Remedy. If SandboxAQ becomes aware of, or anticipates, a Claim subject to Section 12.1, SandboxAQ may, at its option: (a) modify the Product so that it becomes non-infringing or substitute a functionally equivalent product; (b) obtain a license to the third-party Intellectual Property Rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice and refund to Customer any unused prepaid fees. Sections 12.1 and 12.3 state SandboxAQ's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement, misappropriation, or other breach of any third-party Intellectual Property Right by the Services.
- 12.4. Procedures. A party's obligations as the indemnifying party ("**Indemnitor**") with respect to a Claim for which the indemnified Party ("**Indemnatee**") is indemnified under this Section 12 (an "**Indemnified Claim**") are subject to Indemnatee doing the following: (a) providing Indemnitor prompt written notice of the Indemnified Claim; (b) granting Indemnitor full and complete control over the defense and settlement of the Indemnified Claim; (c) providing assistance in connection with the defense and settlement of the Indemnified Claim as Indemnitor may reasonably request; and (d) complying with any settlement or court order made in connection with the Indemnified Claim. Indemnatee will not defend or settle the Indemnified Claim without Indemnitor's prior written consent. Indemnatee will have the right to

participate in the defense of the Indemnified Claim at its own expense and with counsel of its own choosing, but Indemnitor will have sole control over the defense and settlement of the Indemnified Claim provided that Indemnitor can not settle any Claim that requires Indemnatee to admit liability, take or refrain from taking any action, or pay money, without Indemnatee's prior written consent. "**Losses**" means: (i) all damages, costs, and attorneys' fees finally awarded against Indemnatee pursuant to the Indemnified Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Indemnatee in connection with the defense of the Indemnified Claim (other than attorneys' fees and costs incurred without Indemnitor's consent after Indemnatee has accepted defense of the Indemnified Claim); and (iii) all amounts that Indemnitor agrees to pay to any third party to settle the Indemnified Claim.

### 13. LIMITATIONS OF LIABILITY

#### 13.1. Disclaimer of Indirect Damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SANDBOXAQ WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, ENHANCED, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER SANDBOXAQ IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, SUCH DAMAGES WERE FORESEEABLE, OR THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, OR WHETHER ANOTHER REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

- 13.2. Cap on Liability. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 12, UNDER NO CIRCUMSTANCES WILL SANDBOXAQ'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SANDBOXAQ UNDER THE ORDER FORM WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

- 13.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT

PROVIDES FOR A LIMITATION OF LIABILITY,  
DISCLAIMER OF WARRANTIES, OR  
EXCLUSION OF DAMAGES IS TO ALLOCATE  
THE RISKS OF THIS AGREEMENT  
BETWEEN THE PARTIES. THIS ALLOCATION  
IS REFLECTED IN THE PRICING OFFERED  
BY SANDBOXAQ TO CUSTOMER AND IS AN  
ESSENTIAL ELEMENT OF THE BASIS OF  
THE BARGAIN BETWEEN THE PARTIES.  
EACH OF THESE PROVISIONS IS  
SEVERABLE AND INDEPENDENT OF ALL  
OTHER PROVISIONS OF THIS AGREEMENT.  
THE LIMITATIONS IN THIS

SECTION 13 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

#### 14. GENERAL

- 14.1. Relationship. SandboxAQ will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.
- 14.2. Marketing; Publicity. Customer agrees that SandboxAQ may use Customer's name and logo in marketing and promotional materials, solely during the Term, and solely to identify Customer as a customer of SandboxAQ that receives the Services.
- 14.3. Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that SandboxAQ may assign this Agreement to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all of the assets or business to which this Agreement relates. A Change of Control shall be deemed to cause an assignment of this Agreement. "**Change of Control**" means a merger, acquisition, divestiture, sale of all or substantially all of the assets or voting securities of SandboxAQ, or similar transaction.
- 14.4. Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.
- 14.5. U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 14.6. Subcontractors. SandboxAQ may utilize subcontractors or other third parties to perform its obligations under this Agreement so long as SandboxAQ remains responsible for all of its obligations under this Agreement.
- 14.7. Notices. Any notice required or permitted under the terms of this Agreement or required by law in connection with this Agreement (each, a "**Notice**") must

be provided in writing to the other party as follows: (1) for notices to Customer, at the applicable address below the Customer's signature line through one of the following methods: (a) in person; (b) by certified or registered mail, or air mail, as appropriate, return receipt requested; (c) by nationally recognized overnight courier service; or (d) via email (and, if receipt is not confirmed within two business days, supplemented by one of the methods specified in (a), (b), or (c) of this section), and (2) for SandboxAQ, via email at legal-notices@sandboxquantum.com. Notices to Customer will be considered to have been given (i) at the time of actual delivery in person, (ii) three business days after deposit in the mail as set forth above, (iii) one business day after delivery to an overnight courier service, or (iv) for email, the earlier of the date receipt is acknowledged by recipient and the date the supplemental Notice would otherwise be deemed given in accordance with this section, and notices to SandboxAQ will be considered to have been given two (2) business days after delivery without any bounce back email redirecting the Company to another method of delivery. Either party may change its address for Notice by providing Notice of the change in accordance with this section. If an individual named as the recipient for Notices to a party ceases to work in the role specified or ceases to work for a party and that party fails to notify the other party of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the Notice obligations.

- 14.8. Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses commercially reasonable efforts to avoid or remove the causes of non-performance.
- 14.9. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New York City, New York in connection with any action arising out of or in connection with this Agreement.
- 14.10. Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.
- 14.11. Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or

restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

14.12. Interpretation. For purposes of this Agreement,  
(a) the words "include," "includes" and "including" will be

deemed to be followed by the words "without limitation"; (b) the words "such as", "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns will include the plural, and vice versa. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof. References to "\$" and "dollars" are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws.

- 14.13. Entire Agreement. This Agreement, including any exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of SandboxAQ that are not described in an Order Form and with respect to which Customer has executed a separate agreement with SandboxAQ that remains in effect. No employee, agent, or other representative of SandboxAQ has any authority to bind SandboxAQ with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. The terms of this Agreement may be changed only by a written amendment executed by both Parties. SandboxAQ will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless SandboxAQ specifically provides a written acceptance of such provision signed by an authorized agent of SandboxAQ.

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Contact Telephone: \_\_\_\_\_

## EXHIBIT A

### SERVICE LEVEL AGREEMENT

The terms of this Service Level Agreement apply with respect to the Hosted Services described in Order Forms.

- A. **Additional Defined Terms.** In addition to capitalized terms used in the Agreement, the capitalized terms in this Service Level Agreement have the following definitions:
- a. **"Emergency Maintenance"** means critical changes to a Hosted Service that cannot wait for Scheduled Maintenance including changes that could destabilize the Hosted Service if not addressed expeditiously, security related issues, or technical problems that could impact the availability of a Hosted Service.
  - b. **"Scheduled Maintenance"** means SandboxAQ's scheduled routine maintenance for a Hosted Service including to fix non-critical errors and implement Hosted Service changes including to the Software.
  - c. **"Uptime"** means the time a Hosted Service is available during each calendar month.
  - d. **Target Uptime.** SandboxAQ will use commercially reasonable efforts to meet or exceed an Uptime of 99.9%.
- B. **Exclusions.** The calculation of Uptime will not include unavailability due to any of the following (collectively **"Uptime Exclusions"**): (a) Customer's use of a Hosted Service in a manner not authorized in the Agreement or Documentation; (b) general Internet problems; (c) force majeure events or other factors outside of SandboxAQ's reasonable control; (d) Customer-owned software, equipment, network connections or other infrastructure; (e) Third-Party Products or other third party systems, acts, or omissions; (f) Scheduled Maintenance; or (g) Emergency Maintenance.



## EXHIBIT B

### MAINTENANCE AND SUPPORT

1. Services Provided. Provided Customer is in good standing and makes the payments required hereunder, during the applicable Warranty Period, SandboxAQ will support the Software and Hosted Services and, as part of the Performance Warranty, will provide reasonable support and maintenance for the Software and Hosted Services function as described in the Documentation. In connection therewith SandboxAQ shall provide the services specified below.

(a) Application Support. SandboxAQ shall provide Customer with on-line and telephone assistance for Customer inquiries related to Use of the Software and Hosted Services and the reporting of errors or other problems with the Software and Hosted Services from 8:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday, excluding holidays observed by SandboxAQ.

(b) Technical Support. SandboxAQ shall provide Customer with on-line and telephone assistance for Customer issues related to various support functions including installation, reinstalls, database tuning, back-up setup, not required by the typical application user. The cost for technical support is not included in the annual maintenance fee. Such technical support is available from 8:00

a.m. to 5:30 p.m. Eastern Time, Monday through Friday, excluding holidays observed by SandboxAQ. Technical support is available on an emergency basis from Monday through Friday from 5:30 p.m. to 8:00 p.m. Eastern Time.

(c) Bug and Error Corrections. If SandboxAQ is notified in writing by Customer of a bug, error or other problem in the Software and Hosted Services, and such problem can be verified, either by reproduction at SandboxAQ's facility or through remote access to Customer's facility, ("**Performance Issue**") SandboxAQ shall use reasonable efforts to respond to such notice within the period set forth in severity classification table below. Response time is the elapsed time between Customer's first report of an identified Performance Issue and the provision of a plan for resolution by an SandboxAQ technical contact.

Severity Classification	Description of Performance Issue	Target Response Time
Class A: Emergency	Any Performance Issue that causes the Software and Hosted Services to be completely inaccessible.	4 hours
Class B: Urgent	Any Performance Issue that causes a material degradation in the performance of the Software and Hosted Services	1 day
Class C: Non-urgent	Any Performance Issue that causes a non-critical degradation in the performance of the Software and Hosted Services.	12 days

(d) Provision of Updates. SandboxAQ shall provide Customer with bug fixes and version point releases, to the Software and Hosted Services ("**Updates**") and related Documentation at no additional charge. SandboxAQ shall make such Updates available to Customer at the same time as they are generally made available to SandboxAQ's other customers. Updates shall be provided in the same form and manner as the Software and Hosted Services were provided to Customer unless the parties otherwise agree. Customer's purchase of access to the Software and Hosted Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by SandboxAQ regarding future functionality or features of the Software and Hosted Services. From time to time, SandboxAQ, in its sole discretion, may make available Upgrades under additional or different terms. Nothing in this Agreement obligates SandboxAQ to make Upgrades available to Customer as part of the Products or otherwise unless specifically included in an Order Form. For the purpose of this Agreement "

(e) Provision of Bulletins. SandboxAQ may provide Customer informational bulletins containing available information on pending updates, new releases, application techniques and work-arounds to problems in the use of the Software and Hosted Services ("**Bulletins**") if and when they are issued to SandboxAQ's applicable customers regularly subscribing for such services.

(f) Reissues of Documentation. SandboxAQ shall provide changes and additions to, or reissues of, any documentation originally provided to Customer with the Software and Hosted Services if and when they are issued to SandboxAQ's customers.

#### 2. Customer's Obligations

(g) Appoint Systems Manager. Customer shall appoint one of its personnel to oversee and coordinate its use of the Software and Hosted Services (the "**Systems Manager**") and an alternate, both trained by and in accordance with the current SandboxAQ training policy, who shall maintain the integrity of the Software and Hosted Services and who shall act as Customer's contact person for all communications with SandboxAQ. All information and materials provided to Customer by SandboxAQ pursuant to this Agreement shall be sent to the Systems Manager. In connection therewith, SandboxAQ agrees to provide the Systems Manager with SandboxAQ's up-to-date contact information at all times.

(h) Maintain Current Version of Software. Customer shall properly maintain the Software at the release and version level consistent with the current SandboxAQ policy regarding supported Software versions, which SandboxAQ shall periodically inform Customer of.

(i) Follow Documentation. Customer shall read and follow the instructions set forth in the documentation and updated documentation to the best of its abilities.

(j) Notify of Bugs and Errors. Customer shall promptly notify SandboxAQ of any bug, error or other problems with the Software and Hosted Services. Such notice initially may be given orally, but if given orally, must be followed by a written notice detailing the nature of the bug, error or other problems.

3. Modifications Requested by Customer. At the request of Customer, SandboxAQ may, but shall not be required, to make modifications to the Software and Hosted Services that Customer desires due to changes in Customer's hardware, software, or needs. Customer shall pay SandboxAQ for such modifications and any maintenance and support that may be required in connection with them on a time, expense and materials basis at SandboxAQ's rates then in effect.

4. Limitations to Service Obligations. SandboxAQ does not warrant the operation of Customer's computer hardware or the operating system installed. Problems identified as relating to such products must be handled by Customer or Customer's established support channel for such products.

## **EXHIBIT C**

### **DATA SECURITY REQUIREMENTS**

SandboxAQ is in the process of conforming to ISO 27001, and has taken the following measures as part of this process.

SandboxAQ has established and will maintain, reasonable administrative, technical, and physical safeguards designed to protect Customer Data processed by SandboxAQ against unauthorized use, consistent with applicable law. Pursuant to these measures, SandboxAQ expects to receive only the minimum amount of Customer Data needed to achieve business objectives of this agreement, including only incidental and minimal personal information. SandboxAQ will take reasonable actions designed to block ingestion of unmasked sensitive personal information (including for example, medical or regulated personal health information).

#### **Storage/Transmission**

To the extent practical, Customer Data will be encrypted both at rest and in transit when in SandboxAQ's cloud infrastructure, including the following: (i) securing data at rest through the use of 256 bit AES encryption with keys managed by Google Workspace and/or appropriate cloud vendors (Google Cloud Platform, Amazon Web Services, Azure); (ii) encrypting data in transit using TLS 1.2 or TLS 1.3 where terminating servers shall have valid certificates that can be verified up to a trusted root certificate authority.

#### **Access Control and Monitoring**

Access to Customer Data will be granted as needed using Zero Trust Architecture principles backed by Google Workspace authentication. Two factor authentication will be enforced for users, and access activity within Google Workspace will be logged and retained for six months. Multiple unsuccessful logins in a short period of time results in a security alert and temporary account suspension. SandboxAQ physical machines are enrolled in mobile device management (MDM) which enforces an industry standard security baseline including appropriate patch management, full device encryption, lockouts, and theft prevention.

#### **Business Continuity**

SandboxAQ will leverage distributed storage afforded by Google Workspace and appropriate cloud vendors to ensure resilience of Customer Data against natural disasters. Customer Data will be archived (and encrypted) when appropriate per the Master Service Agreement.

#### **Incident Reporting and Security Contact**

SandboxAQ will notify Customer within 48 hours of identifying a material security breach involving unauthorized use of the Customer Data. This will be done by the Information Security Officer, or their delegate. General security communications and reporting shall be done by contacting the SandboxAQ security group at [security@sandboxaq.com](mailto:security@sandboxaq.com). SandboxAQ will reasonably cooperate with Customer's efforts to mitigate and respond to any such security breach.

## Exhibit D

### DATA PROTECTION ADDENDUM

- 1.1 This Data Protection DPA including all Appendices (the "DPA") forms part of and supplements any Master Agreement it is attached to or that contains a link to this DPA. In the event of a conflict between this DPA and the Master Agreement, the terms of this DPA shall prevail. Capitalized terms used in this DPA and not otherwise defined have the meanings given to such terms in the Master Agreement.
- 1.2 The parties agree the provisions of this DPA shall apply to any Customer Personal Data which Sandbox AQ processes in the course of providing Services.
- 1.3 In this DPA, the following defined terms shall have the following meanings:

<b>Customer Personal Data</b>	any personal data processed by Sandbox AQ or by any sub-contractors on behalf of the Customer pursuant to or in connection with the Master Agreement including (a) any personal data that the Customer uploads or inputs into a Product or otherwise makes available to Sandbox AQ, including in connection with Professional Services and (b) any personal data that is generated and made available to Customer by any Product through use of the personal data described in (a) above. For the avoidance of doubt, Customer Personal Data forms a subset of the Customer Data.
<b>Data Protection Legislation</b>	the GDPR, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.
<b>EU personal data</b>	the processing of personal data to which Data Protection Legislation of the European Union, or of a Member State or the European Union or European Economic Area, was applicable prior to its processing by Sandbox AQ.
<b>FADP</b>	the new Swiss Federal Act on Data Protection.
<b>GDPR</b>	in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679 ("EU GDPR"); and (ii) UK GDPR.
<b>Log in Credentials</b>	Means user name/email, password, IP address, device identifiers or any other personal data used to authenticate/verify Users' access to the Products and Professional Services.
<b>Protected Area</b>	(i) in the case of EU personal data, the members states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Art.45 EU GDPR is in force;  (ii) in the case of UK personal data, the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force; and  (iii) in the case of Swiss personal data, any country, territory, sector or international organisation which is recognised as adequate under the laws of Switzerland;
<b>Security Breach</b>	any personal data breach relating to the Customer Personal Data in Sandbox AQ's possession, custody or control.
<b>Standard Contractual Clauses</b>	means:  in respect of EU personal data, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, including the text from Module(s) one and two of such clauses as indicated in clause 1.17 and not including any clauses marked as optional ("EU Standard Contractual Clauses");  in respect of Swiss personal data, the EU Standard Contractual Clauses, provided that any references in the clauses to the EU GDPR shall refer to the FADP; and the term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with clause 18(c) of the clauses;  in respect of UK personal data:  the International Data Transfer DPA to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 but, as permitted by clause 17 of such DPA, the parties agree to change the format of the information set out in Part 1 of the DPA so that:

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the details of the parties in table 1 shall be as set out in clause 1.21 (with no requirement for signature)

for the purposes of table 2, the DPA shall be appended to the EU Standard Contractual Clauses (including the selection of modules and disapplication of optional clauses as noted above) and clause 1.20 below selects the option and timescales for clause 9 (Module 2 only); and

the appendix information listed in table 3 is set out in clause 1.21; and

for the purposes of table 4, the importer may end this DPA as set out in clause 19 of the DPA.

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<b>Swiss data</b>	<b>personal</b>	personal data to which the FADP was applicable prior to its processing by Sandbox AQ.
<b>UK GDPR</b>		means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).
<b>UK personal data</b>		the processing of personal data to which data protection laws of the United Kingdom were applicable prior to its processing by Sandbox AQ.
The terms " <b>controller</b> ", " <b>data subject</b> ", " <b>processor</b> ", " <b>personal data</b> ", " <b>personal data breach</b> ", " <b>process</b> " and " <b>appropriate technical and organisational measures</b> " shall be interpreted in accordance with the GDPR, or other applicable Data Protection Legislation in the relevant jurisdiction.		

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1.4 The parties agree that:

- 1.4.1 to the extent Sandbox AQ processes business contact information or Log-in Credentials relating to the Customer and its Users in the course of the performance of its obligations under the Master Agreement, it shall act as an independent controller and shall comply with its respective obligations under applicable Data Protection Legislation in relation thereto and shall process such information in accordance with its privacy notice at Our Privacy Policy - Safeguarding Your Information | SandboxAQ; and
- 1.4.2 where Sandbox AQ processes any other Customer Personal Data in connection with the performance of its obligations under the Master Agreement, the Sandbox AQ is the processor. The Parties agree that the Customer shall be the controller.

1.5 In its use of the Products, the Customer shall:

- 1.5.1 comply with the requirements of Data Protection Legislation;
- 1.5.2 only share personal data with Sandbox AQ where there is an appropriate legal basis in place; and
- 1.5.3 if required, notify data subjects that their personal data will be processed by Sandbox AQ and of their rights under Data Protection Legislation.

1.6 When Sandbox AQ processes Customer Personal Data in the course of performing its obligations under the Master Agreement, Sandbox AQ will:

- 1.6.1 process the Customer Personal Data only in accordance with documented instructions from the Customer. The Master Agreement (including this DPA) constitutes such documented instructions. If Sandbox AQ is required to process the Customer Personal Data for any other purpose by applicable laws to which Sandbox AQ is subject, Sandbox AQ will inform Customer of this requirement first, unless such law(s) prohibit this on important grounds of public interest; and
- 1.6.2 notify the Customer immediately if, in Sandbox AQ's opinion, an instruction for the processing of the Customer Personal Data given by the Customer infringes applicable Data Protection Legislation, it being acknowledged that Sandbox AQ shall not be obliged to undertake additional work to determine if Customer's instructions are compliant.

1.7 The subject-matter of the data processing is the performance of the Master Agreement. The obligations and rights of the Customer are as set out in the Agreement. The Appendix to this DPA sets out the nature, duration and purpose of the processing, the types of personal data Sandbox AQ processes and the categories of data subjects whose personal data is processed.

1.8 The Customer instructs Sandbox AQ to process Customer Personal Data as reasonably necessary (i) to provide the Products and Professional Services to the Customer (including, without limitation, to support, improve and update the Products and Professional Services (including any data analytics and service modelling) and to carry out processing initiated by Users in their use of the Products, and (ii) to perform Sandbox AQ's obligations and exercise Sandbox AQ's rights under the Master Agreement. The Customer agrees and acknowledges that Sandbox AQ may aggregate the Customer Personal Data in a manner that does not

identify individuals for Sandbox AQ's internal use to improve, develop and optimise Sandbox AQ's and its Affiliates' products and services and for other business purposes as determined in Sandbox AQ's sole discretion.

- 1.9 Sandbox AQ shall assist the Customer, always taking into account the nature of the processing:
- 1.9.1 by appropriate technical and organisational measures and, in so far as is practicable, in fulfilling the Customer's obligations to respond to requests from data subjects exercising their rights;
  - 1.9.2 in reasonably ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to Sandbox AQ; and
  - 1.9.3 by making available to the Customer all available information which the Customer reasonably requests to allow the Customer to demonstrate that the obligations set out in Article 28 of the GDPR relating to the appointment of processors have been met.
- 1.10 To the extent that assistance under Clause 1.9 is not included within the Master Agreement, Sandbox AQ may charge a reasonable fee for any such assistance, save where assistance was required directly as a result of Sandbox AQ's own acts or omissions, in which case such assistance will be at Sandbox AQ's expense.
- 1.11 Sandbox AQ shall implement and maintain appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected. As a minimum, this shall include the Data Security Requirements in Exhibit C of the Master Agreement.
- 1.12 Sandbox AQ shall ensure that personnel required to access the Customer Personal Data are subject to a binding duty of confidentiality in respect of such Customer Personal Data.
- 1.13 In the event of a Security Breach, Sandbox AQ will: (a) use all reasonable endeavours to investigate the Security Breach and to identify and mitigate the effects of the Security Breach and to remedy the Security Breach; and (b) notify the Customer without undue delay.
- 1.14 The Customer agrees that Sandbox AQ may engage third-party sub-contractors (including any Affiliates) for the purposes of processing the Customer Personal Data under the Agreement ("**Subprocessors**"). A list of Subprocessors approved by the Customer as at the date of this Agreement is as follows: (1) Amazon Web Services, (2) Google Cloud Platform, (3) Okta, Inc., (4) Datadog, Inc., and (5) Atlassian Corporation. Sandbox AQ can at any time appoint a new Subprocessor provided that the Customer is given 7 days prior notice and the Customer does not object to such changes within that timeframe. If Customer has a legitimate objection to the appointment of a new Subprocessor within such period Sandbox AQ shall use reasonable efforts to make available to Customer a change in the Products or Professional Services or recommend a change to Customer's configuration or use of the Products or Professional Services, in each case to avoid the processing of Customer Personal Data by the objected-to Subprocessor for Customer's consideration and approval.
- 1.15 Sandbox AQ must include in any contract with the Subprocessor, provisions in favour of the Customer which are substantially similar as those in this DPA and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a Subprocessor fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, Sandbox AQ will remain fully liable to the Customer for the fulfilment of Sandbox AQ's obligations under these terms.
- 1.16 Sandbox AQ will allow the Customer and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement and provide all reasonable assistance in order to assist the Customer in exercising its audit rights under this Clause 1.16. If the Customer's request for information or access relates to a Subprocessor, or information held by a Subprocessor which Sandbox AQ cannot provide to the Customer itself, Sandbox AQ will promptly submit a request for additional information in writing to the relevant Subprocessor(s). The Customer acknowledges that access to the Subprocessor's premises or to information about the Subprocessor's previous independent audit reports is subject to agreement from the relevant Subprocessor, and that Sandbox AQ cannot guarantee access to that Subprocessor's premises or audit information at any particular time, or at all. The purposes of an audit pursuant to this Clause include verifying that Sandbox AQ and its Subprocessors are processing Customer Personal Data in accordance with the obligations under this DPA.
- 1.17 Sandbox AQ shall not, and shall ensure that none of its Affiliates or subcontractors, transfer, access or use EU, Swiss or UK personal data outside of the Protected Area without Customer's prior authorisation. Customer agrees to authorise the transfers set out in the Appendix of this DPA and Sandbox AQ and Customer agree to comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in this Agreement, with Customer as the 'data exporter' and Sandbox AQ as the 'data importer', with the parties signature and dating of the Master Agreement or Order Form, as applicable being deemed to be the signature and dating of the Standard Contractual Clauses and with the Annexes and/ or Appendices to the Standard Contractual Clauses being as set out in clause 1.21 to this DPA. Module 1 of the Standard Contractual Clauses shall apply where Sandbox AQ acts an independent controller as described in clause 1.4.1 and Module 2 shall apply in where Sandbox AQ processes Customer Personal Data as a processor as described in clause 1.4.2.
- 1.18 At the end of the Services, upon the Customer's request, Sandbox AQ shall securely destroy or return such Customer Personal Data to the Customer and delete existing copies thereof unless applicable laws require storage of such Customer Personal Data.
- 1.19 The parties agree that the aggregate liability of parties to each other under or in connection with the Standard Contractual Clauses shall be limited as set out in clause 13 of the Master Agreement.

- 1.20 For the purposes of the EU Standard Contractual Clauses, the following shall apply:
- 1.20.1 Clause 9 option b (where Module 2 applies): general written authorization for sub-processors, and the parties agree that the notice period for advising of any intended changes to the agreed list of sub-processors shall be 7 days in advance;
- 1.20.2 Clause 17 (Governing law): the clauses shall be governed by the laws of France;
- 1.20.3 Clause 18 (Choice of forum and jurisdiction) the courts of France shall have jurisdiction.
- 1.21 For the purposes of the Annexes to the EU SCCs:
- 1.21.1 Annex 1 A (List of Parties):
- the data exporter shall be the Customer at the address given in the Master Agreement or Order Form, as applicable, including any contact details set out therein and shall play the role of controller.
  - the data importer shall be Sandbox AQ at the address given in the Master Agreement or Order Form, as applicable, including any contact details set out therein and shall play the role of (a)] controller in respect of business contact data and Log-in Credentials and (b) processor in respect of any other processing of Customer Personal Data in connection with the Master Agreement.
- 1.21.2 Annex 1 B (Description of Transfer):
- For the details of the categories of data subjects, personal data being transferred including any sensitive data transferred (and any applied restrictions or safeguards) and nature and purpose of the processing and its duration, please see the Appendix to this DPA and Annex II below.
  - The frequency of the transfer shall be as needed to facilitate performance of the Products and Professional Services as outlined in the Master Agreement.
- 1.21.3 Details of any transfers to subprocessors are as follows:
- Amazon Web Services, Google Cloud Platform for cloud services, Okta, Inc. for authentication, Datadog, Inc. for logging capabilities, and Atlassian Corporation (Jira) for support.
- Annex 1 C (Competent Supervisory Authority):
- The Competent Supervisory Authority shall be as determined by GDPR.
- 1.21.4 Annex II (technical and organizational measures)
- Please see the Data Security Requirements attached to the Master Agreement
- 1.21.5 Annex III (List of Sub-Processors)
- Not applicable
- 1.22 In the event that the Customer gives its consent to Sandbox AQ transferring personal data outside the Protected Area and a relevant European Commission decision or other valid adequacy method under applicable Data Protection Legislation on which the Customer has relied in authorising the data transfer is held to be invalid, or that any supervisory authority requires transfers of personal data made pursuant to such decision to be suspended, then the Parties agree to discuss in good faith and facilitate use of an alternative transfer mechanism.

## Appendix: Data Processing Information

### Nature and purpose of processing operations

*The nature of the processing operations is the provision of the Products and Professional Services pursuant to the Agreement. Sandbox AQ will process Customer Personal Data as reasonably necessary to provide the Products and Professional Services pursuant to the Master Agreement, as further specified in the DPA.*

### Categories of data subject

The personal data concern the following categories of data subjects (please specify):

- *Employees, agents, contractors, advisors, freelancers of Customer and its Affiliates (who are natural persons)*
- *Users of the Products*
- *Prospects, customers, business partners and vendors of Customer (who are natural persons)*
- *Employees or contact persons of Customer's prospects, customers, business partners and vendors*

### Categories of data

The personal data concern the following categories of data (please specify):

*Sandbox AQ will process Log in Credentials about Users of the Products and business contact details about its Customers and their Affiliates as controller*

*Other Customer Personal Data which Sandbox AQ processes as processor will depend upon the Customer's use of the Products and Professional Services but it is likely to be incidental and processed in a very limited manner.*

*To the extent the Customer Data contains Customer Personal Data, it may consist of:*

- *Basic personal data (e.g. place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth);*
- *Contact information (e.g. example addresses, email, phone numbers, social media identifiers; emergency contact details);*
- *Pseudonymous identifiers;*
- *Device identification and configuration information (e.g. IP address, IMEI-number, SIM card number, MAC address); or*
- *Any other Personal Data contained in documents, images and other content or data in electronic form stored or transmitted by Customer's Users via the Services.*

### Special categories of data (if appropriate)

The personal data concern the following special categories of data (please specify):

*N/A*

### Duration of Processing

*The personal data may be processed as long as reasonably necessary to provide the Products and Professional Services*

### List of any Sub-Processors

*Amazon Web Services, Google Cloud Platform, Okta, Inc., , Datadog, Inc, and Atlassian Corporation (Jira).*