

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of the date last signed below (the "**Effective Date**") by and between Alt Security, Inc., a company with offices at 488 Madison Avenue, New York, NY 10022, USA ("**Company**"), and the customer identified on the signature page hereto ("**Customer**"). This Agreement applies to and governs any purchase order executed by both parties (each, a "**Purchase Order**"), and each such Purchase Order is incorporated herein by reference. For the avoidance of doubt, any offering of the Services by Company through the AWS Marketplace (whether as a private or public offer) shall be deemed a Purchase Order for purposes of this Agreement. Customer acknowledges that its purchase and use of the Services through the AWS Marketplace is also subject to the applicable terms, conditions and policies between Customer and Amazon Web Services, Inc. or its affiliates ("**AWS**" and "**AWS Marketplace Terms**" respectively), which are separate from and in addition to this Agreement. In the event of a conflict between this Agreement and any Purchase Order, this Agreement shall prevail unless the Purchase Order expressly states otherwise.

1. Services; License

1.1. Subject to the terms and conditions of this Agreement, Company shall provide Customer with the services detailed in the Purchase Order (the "**Services**") through its proprietary technology as hosted on a third party cloud service (the "**Platform**"), in accordance with the Service Level Agreement attached hereto as **Exhibit A** (the "**SLA**").

1.2. During the Term and subject to Customer's compliance with the terms and conditions of this Agreement, Company grants Customer a non-exclusive, non-transferable, royalty-free, non-sublicenseable, limited, right (i) for Customer employees, agents, representatives and contractors who are permitted access to the Services by Customer ("**Authorized Users**") to access the Platform, for Customer's internal business use; and (ii) use the Company's Platform provided by Company to enable the Services according to Company's instructions and technical documentation provided by Company from time to time ("**Documentation**").

1.3. Some of the Services may include artificial intelligence modules, features or systems ("**AI**") which are designed to perform certain tasks such as vulnerability identification and security assessment. The effectiveness of the Services is contingent upon the quality and completeness of the configuration files and the data, input and/or content provided by the Customer. While the AI strives for accuracy, the possibility of incomplete or incorrect analysis cannot be fully eliminated. The Customer (and not the Company) is responsible for verifying the data, results, and conclusions provided by the Services before taking any decisions in reliance thereon. As part of the Services, the AI uses Customer Data to identify vulnerabilities, generate security assessments, and discover new correlations for Customer (collectively, the outputs of such analysis, the "**Correlations**"). "**Customer Data**" means any data and information submitted by Customer and its Authorized Users to the Platform. The Company will not use any of the Correlations developed by the Services based in

whole or in part on Customer Data for any of the Company's other customers nor permit any third party AI providers to use the Customer Data or such Correlations to train, develop, improve or teach their AI.

2. **Customer's Obligations.** Customer hereby undertakes to:

2.1. implement the Platform provided by Company according to the Documentation;

2.2. provide Company with complete and accurate information necessary to implement and provide the Service. Customer acknowledges and agrees that the accuracy of the Services and the Quality of the Correlations depend on the quality, completeness and timeliness of the data provided to Company, and on Customer providing Company with prompt notice upon any changes in required information;

2.3. use the Platform, the Services, the Correlations and all related software and Documentation in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws;

2.4. manage and secure all login credentials used by Authorized Users in connection with their use of the Platform and protect the same against unauthorized use or disclosure using reasonable standards in the industry. Customer shall be liable for all actions taken on the Platform through use of the login credentials of its Authorized Users.

2.5. Customer acknowledges that the Services involve active security testing, including reconnaissance, vulnerability identification, exploitation, exploit chaining, and attack-path validation, which simulate real-world cyberattacks against Customer's systems (collectively, "**Testing**"). By entering into this Agreement, Customer: (i) expressly authorizes, consents to, and requests that Company perform the Testing against Customer's systems as identified in the applicable Purchase Order or as otherwise agreed in writing; (ii) represents and warrants that it has the legal right, authority, and

all necessary permissions (including from any third-party infrastructure or hosting providers) to authorize such Testing; and (iii) acknowledges and agrees that the Testing constitutes authorized access for all purposes under applicable law, including the U.S. Computer Fraud and Abuse Act (18 U.S.C. § 1030) and any analogous federal, state, or foreign computer-access or computer-misuse laws, and waives any civil claim against Company arising from Testing conducted within the scope authorized hereunder.

3. **Fees.** In consideration for the Services, Customer shall pay the fees set forth in the applicable Purchase Order (the "**Fees**"), in accordance with the payment terms specified therein. Where the Services are purchased through the AWS Marketplace, Fees shall be billed and collected by AWS in accordance with the applicable AWS Marketplace Terms. The direct payment terms set forth in the remainder of this Section 3 shall not apply to Fees billed through the AWS Marketplace. For all other purchases, unless otherwise stated in the Purchase Order, Fees shall be payable within 30 days of issuance of the applicable invoice. All payments not made when due shall be subject to a late charge of the lesser of 1.0% per month or the maximum rate permitted by applicable law. Payment of Fees shall be made by wire transfer to the account designated by Company. The Fees are exclusive of VAT and other applicable indirect taxes. Customer may withhold payment of any Fees that are subject to a good-faith dispute, provided Customer pays all undisputed amounts when due and provides written notice of the disputed amount and the basis for the dispute within thirty (30) days of receipt of the applicable invoice. The parties shall work in good faith to resolve any such dispute promptly. No late charges shall accrue on disputed amounts that are subsequently resolved in Customer's favor.

4. **Intellectual Property Rights**

- 4.1. All intellectual property rights in the Platform, Services, Documentation and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Company. Customer shall not (and shall not allow anyone else to) (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Platform, Service, Correlations or any part thereof for any purpose or use it to build a competitive service or product, or otherwise attempt to discover any source code or underlying ideas or algorithms of the Platform, Service or any part thereof; (ii) represent that it possesses any proprietary

interest in Platform, Service, Documentation or any part or derivative thereof; (iii) directly or indirectly, take any action to contest Company's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Company, use the name, trademarks, trade-names, and logos of Company; (v) except as specifically permitted herein, copy any part or content of the Platform, reports or Documentation other than for Customer's own internal business purposes; (vi) copy, modify, or create derivative works of any features, functions or graphics of the Platform or use it to build a competitive product or service; (vii) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Platform; (viii) remove the copyright, trademark and other proprietary notices or labels contained on or in Company's Platform, products, services or documentation; (ix) access accounts, information, data, or portions of the Platform to which Customer does not have explicit authorization; (x) use the Platform with activity prohibited by applicable laws and regulations; (xi) use the Platform to obtain unauthorized access to anyone else's networks or equipment; (xii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Platform; and (xiii) upload, submit, or otherwise make available to the Platform any information or content to which Customer does not have the proper rights. Customer shall take no action, directly or indirectly, to register Company trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to Company to prevent the occurrence of such activity by any third parties.

- 4.2. As between the parties, all intellectual property rights in the Customer Data, and the Correlations generated by the Services based thereon, lie exclusively with Customer. Customer hereby grants to Company: (a) a non-exclusive, non-sublicensable, revocable, non-transferable, royalty-free, worldwide license during the Term to use, reproduce, and prepare derivative works of the Customer Data, Correlations and any other data provided to Company by Customer in connection with this Agreement to permit Company to perform the Services to Customer as set forth in this Agreement, and (b) a perpetual, non-exclusive, non-sublicensable, revocable, non-transferable, royalty-free, worldwide license to collect, publish, use and analyze anonymized data obtained through Services, including without limitation, the Customer Data and

Correlations, in order to provide Customer with analytics and reports, improve the Services and create new products and services, all subject to Company's compliance with applicable law and privacy regulations.

- 4.3. Customer represents and warrants that: (i) it has all rights and licenses to permit Company's use of the Customer Data and Correlations and grant Company the licenses set out in Section 4.2, and that Company's use thereof in accordance with this Agreement will not, infringe upon or misappropriate the intellectual property rights other rights of a third party; and (ii) to the extent the Customer Data or Correlations contain the personal information of any individuals, that it possesses sufficient legal bases to share such information with and permit the processing of such information by Company.

- 4.4. Customer may provide input, comments, or feedback regarding the Platform, Services, or Documentation (collectively, "**Feedback**"). Customer represents and warrants that any Feedback provided to Company shall not knowingly infringe upon any third party's intellectual property rights. Customer acknowledges and agrees that: (i) all rights, title, and interest in and to any Feedback, including all intellectual property rights therein, shall belong exclusively to Company; (ii) all Feedback shall be deemed Company's Confidential Information; and (iii) Company shall have no obligation to implement, incorporate, or otherwise use any Feedback or any portion thereof. Customer hereby assigns to Company all right, title, and interest Customer may have in and to any Feedback and agrees to reasonably cooperate with Company, at Company's expense, to establish, protect, enforce, or defend Company's rights in such Feedback.

5. Confidentiality.

- 5.1. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, consultants, or contractors (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein, and receiving party shall remain responsible and liable at all times for any acts and/or omissions of its Representatives with respect to the disclosing party's Confidential Information; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential

Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give reasonable advance notice to the disclosing party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire five years from the date of termination or expiration of this Agreement (and with respect to trade secrets- in perpetuity) and shall supersede any previous confidentiality undertakings between the parties.

- 5.2. For the purposes hereof, "**Confidential Information**" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

6. Warranties; Disclaimer; Limitation of Liability

- 6.1. Company represents and warrants that: (i) the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; (ii) the Platform will materially conform to the Documentation; (iii) Company has the right and authority to enter into this Agreement and to grant the rights and licenses granted herein; (iv) to the best of Company's knowledge, the Services and Platform, when used by Customer in accordance with this Agreement, will not infringe or misappropriate any third party's intellectual property rights; and (v) Company will comply with all applicable laws and regulations in performing the Services.
- 6.2. **EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, COMPANY**

PROVIDES THE PLATFORM, SERVICES, CORRELATIONS AND DOCUMENTATION TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. COMPANY FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE THIRD PARTY SERVICES.

6.3. Customer acknowledges that the quality and accuracy of the Services are dependent on the accuracy and completeness of the information provided. **CUSTOMER ACKNOWLEDGES THAT COMPANY SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS OUTPUT PROVIDED ON THE BASIS OF UNTIMELY, INCOMPLETE, INACCURATE, FALSE OR MISLEADING INFORMATION PROVIDED BY CUSTOMER OR THE AUTHORIZED USERS. IN ADDITION, COMPANY WILL NOT BE LIABLE IN ANY WAY FOR CUSTOMER'S LACK OF RIGHT OR PERMISSION TO PROVIDE COMPANY WITH THE CUSTOMER DATA OR CORRELATIONS OR THE LICENSES REQUIRED BY COMPANY TO PERFORM THE SERVICES.**

6.4. **EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE FOR THE SERVICES DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR**

OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Third Party Services.** The Platform and/or Services may be integrated with, or otherwise include third party software, services or materials (the "**Third Party Services**"). Such Third Party Services shall be governed by the terms and conditions and policies of the respective provider of such Third Party Services, and any issues relating to such Third Party Services shall be solved between the provider of such service and Customer independently. Company does not control or warrant the Third Party Services, and is not liable for the Third Party Services or for the terms and policies governing such services. When using Third Party Services, Customer does so at its own risk and Customer's security is its responsibility. Notwithstanding the foregoing, Company shall remain fully responsible for the performance of the Services and its obligations under this Agreement regardless of any use of Third Party Services in connection therewith. Company's use of Third Party Services shall not relieve Company of any obligation under this Agreement.

8. **Term; Termination**

8.1. This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months (the "**Initial Term**"). Thereafter, the Agreement shall automatically renew for successive twelve (12) month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the commencement of the next Renewal Term.

8.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

8.3. Upon termination of this Agreement by Customer pursuant to Section 8.2, Company shall refund to Customer a pro-rata portion of any prepaid Fees for the unused portion of the then-current paid period within thirty (30) days of the effective date of termination; provided that any refunds in respect of Fees billed through the AWS Marketplace shall be processed in

accordance with the AWS Marketplace Terms. In all cases of termination or expiration, Customer will immediately cease use of the Platform and any Services, each party shall return to the other party or destroy (at disclosing party's option) all of the other party's Confidential Information in its possession and any outstanding undisputed Fees shall become due and payable. Sections 2, 4, 5, 6, 7, 8.3, 9, 10 and 11 shall survive any expiration or termination of this Agreement.

9. **Notices.** All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth in this Agreement or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.
10. **Publicity.** Company will not issue publicity or general marketing communications concerning its involvement with the Customer, including a case study without the Customer's written consent.
11. **General.** This Agreement constitutes the entire agreement between Company and Customer and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in written agreement by both parties. Neither party shall transfer or assign its rights or obligations under this Agreement to any third party, except to an affiliate or in the case of merger or sale of all or substantially all of the assigning party's assets. Any purported assignment contrary to this section shall be void. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this

Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation. There are no third-party beneficiaries of this Agreement. This Agreement is governed by the laws of the State of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts located in New York City, New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Company

Name: _____
Title: _____
Date: _____
Signature: _____

Customer

Name: _____
Title: _____
Date: _____
Signature: _____

Exhibit A
Service Level Agreement

This Service Level Agreement sets forth the terms under which Customer shall be entitled to receive maintenance and support services from Alt Security Inc. (the “**Company**”) in connection with the Platform (as defined in the Master Service Agreement) (“**Support Services**”).

1. Definitions

For the purposes of this Service Level Agreement, the following terms will be used:

Term	Definition
Customer Agreement	The Agreement entered into between Customer and the Company together with attachments thereto.
Error	A reproducible failure of the Services to perform a function in accordance with the applicable technical specifications.
High Priority Error	Customer experiences a loss of key Service features due to an issue in the Service rendering some operational functionality unavailable.
Medium Priority Error	Customer is experiencing a limited loss of functionality within the Service with no impact on operational functionality.
Low Priority Error	Any Error that is not a High Priority Error or a Medium Priority Error.
Normal Business Hours	US EST hours 8 am to 7 pm Monday to Friday.
Scheduled Maintenance	Time during which the Services are temporarily made unavailable by the Company for maintenance purposes, for a period not to exceed 6 hours, and conducted no more frequently than 4 times in any rolling 12-month period, and to the extent feasible, conducted outside of Normal Business Hours. The Company shall provide Customer with at least forty-eight (48) hours' prior written notice before any Scheduled Maintenance window. Notwithstanding the foregoing, the Company reserves the right to perform emergency maintenance outside of the parameters set forth above where necessary to address critical security vulnerabilities, system instability, or imminent threats to service integrity ("Emergency Maintenance"), provided that the Company shall provide Customer with as much advance notice as is reasonably practicable under the circumstances and shall use commercially reasonable efforts to minimize the duration and impact of such Emergency Maintenance. For the removal of doubt, detection and segmenting will remain completely unaffected during such periods and will continue running with no interruption.
Uptime	Time during which the Services are available and functional, including Scheduled Maintenance time.
Downtime	Time that is not Uptime.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Customer Agreement.

2. Support Services

The Company shall provide Customer, during the term of the Customer Agreement, with certain Support Services in order to enable Customer to notify the Company of any Error and seek assistance in enquiries regarding the Platform, as set forth in this Section 2:

1. **Error Reporting.** In order to report any Error to the Company, Customer should use The Company's Help Desk support. Customer shall send Support Service requests by email to support@alt.security. Customer shall provide the Company with sufficient details to enable the Company to accurately diagnose and reproduce such Error such as error logs, screenshots, browser and OS version, order identifiers, etc.

2. Error Classification. Once the Customer notifies the Company's Help Desk of an Error, the Company shall classify the Error as a High, Medium, or Low Priority Error, upon which the following response times shall apply:

Error Severity	Initial Response
High Priority Error	Within two (2) business hours
Medium Priority Error	Within one (1) business day, measured during Normal Business Hours
Low Priority Error	Within two (2) business days, measured during Normal Business Hours

Note: The Company may attempt to contact Customer within the initial response time to clarify the issue and the business impact and will initiate the resolution process to detect the root cause and provide a solution or workaround that reduces the severity of the applicable problem. The Company will make reasonable commercial efforts to provide final resolution of Errors as soon as practicable, considering the severity of the Error, the details provided by Customer, and the cause of the Error.

3. Error Correction. The Company will use reasonable efforts to confirm the existence of an Error and to correct the Error, by providing a fix, patch, workaround, or any other reasonable solution. While the Company shall endeavor to correct all Errors, Customer acknowledges that not all Errors will be corrected or that a fix, patch, workaround, or any other offered solution will be found. The Company cannot and does not warrant or represent that any or all Errors can or will be corrected.
4. Measurement. Support Services response times are measured by the Company from the time the Error is received by the Company with sufficient details about the Error via the contact methods above. Otherwise, the guaranteed response time will not apply.

3. Service Availability

The Company will use commercially reasonable efforts to maintain the service uptime levels set forth below.

- The Company will use commercially reasonable efforts to maintain the service dashboard at an uptime of 99.5%, measured on a quarterly basis (the "**Uptime Commitment**"). Uptime in this section means that the Service dashboard is displaying information based on data collected by the Company from Data Sources within 30 minutes or less of the relevant meta-date being registered by the Customer Systems for the stated percentage of time.
- The Company will continuously monitor the performance of the service and track its compliance with the Uptime Commitment. In the event that the Company does not meet the Uptime Commitment, in each instance, Customer will report the downtime to the Company with sufficient information regarding the claimed failure as reasonably requested by the Company (the "**Claim**"). Should The Company dispute any Claim for periods of downtime, the Company will provide Customer with a record of the service availability for the period in question.
- If during any calendar quarter, the Company fails to meet the Uptime Commitment, the Company will provide Customer with a service credit in accordance with the table below.

Actual Uptime Percentage	Service Credit %
≥ 96.5% but < 99.5%	5% of the Fee
≥ 94% but < 96.5%	7.5% of the Fee
< 94.0%	10% of the Fee

4. The Company will credit an amount equal to the Service Credit % times the fee paid by Customer for the applicable quarter (as defined in or determined pursuant to the Customer Agreement, the "Fee") against the fees due from Customer to the Company in the next payment cycle following the month in which a Claim is made, subject to the terms of this Service Level Agreement. The service credits set forth in this Section 3 shall constitute Customer's sole and exclusive remedy, and the Company's sole and exclusive liability, for any failure by the Company to meet the Uptime Commitment. In no event shall the total aggregate service credits

issued to Customer exceed ten percent (10%) of the total annual fees paid by Customer in any twelve (12) month period. Service credits have no cash value, are non-transferable, and may not be exchanged for cash or applied against any fees other than those owed under the Customer Agreement. The service credits under this Section 3 shall not limit Customer's right to terminate the Agreement pursuant to Section 8.2 of the Terms and Conditions.

4. Exclusions

The services set forth herein shall not include, and the Company shall not be responsible or liable to correct, any Error caused by: (i) Customer's failure to use the Platform or any part thereof in accordance with instructions included in the documentation provided with the Platform; (ii) negligence, misuse, abuse or mishandling of the Platform by Customer or any third party; (iii) inappropriate environmental conditions (such as network problems, power and air-conditioning failures) or failure of Customer to maintain the configuration environment set out in the services' specifications or any technical issue unrelated to the Platform; (iv) failure of the devices not provided by the Company; (v) actual or attempted modification, alteration or addition to the Platform; or (vi) any issue in the integration or communication of Customer properties, with the Platform or services.

5. Force Majeure

The Company shall not be liable for any failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, labor strikes, pandemic or epidemic, government actions or regulations, denial of service attacks or other cyberattacks or malicious acts of third parties, internet or telecommunications failures or outages, or failures of third-party infrastructure or service providers (including cloud hosting and data center providers). In the event of a Force Majeure event, the Company shall notify Customer as soon as reasonably practicable and shall use commercially reasonable efforts to resume performance as soon as possible.