

**DTEX
MASTER SAAS AGREEMENT**

This **DTEX MASTER SAAS AGREEMENT** ("**Agreement**") governs Customer's access to and use of the DTEX Solution, support services, professional services, and related services (the "**Products and Services**") by and between DTEX Systems, Inc., a Delaware corporation on behalf of itself and its Affiliates ("**DTEX**"), with its principal place of business at 19630 Allendale Ave, Suite 2218, Saratoga, CA 95070-5714, United States, and the individual or entity that accepts this Agreement, whether on its own behalf or on behalf of the company or other organization for which it acts ("**Customer**"), unless Customer has entered into a separate written agreement with DTEX that expressly governs such products or services.

This Agreement becomes binding on the earliest date in which a Customer executes or submits an Order Form, clicks an "I Accept" or similar button or mechanism, creates an account, accesses or uses the Products or Services, or otherwise indicates acceptance of this Agreement (the "**Effective Date**"). If an individual accepts this Agreement on behalf of a company, government agency, or other legal entity, such individual represents that they have authority to bind that entity to this Agreement, and "**Customer**" means that entity. DTEX and Customer may be referred to collectively as "**Parties**" or individually as a "**Party**."

1. Definitions. Applicable terms not otherwise defined below in this Section 1 shall have the meaning defined hereunder in this Agreement, or in an Order Form.

1.1. "Acceptable Use Policy" means those Customer Services obligations and commitment described in the attached Schedule 1.

1.2. "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3. "Customer Data" means both Customer Materials and Customer Personal Data (as defined in the DPA).

1.4. "Customer Materials" means all business and operational content, documentation, data, information or other material that Customer loads, or grants DTEX the right to process, on or through the DTEX Solution. Customer Materials expressly excludes Usage Data (as defined below in Section 1.14) generated by the Customer from its use of the DTEX Solution platform.

1.5. "Documentation" means the online technical product documentation, user instructions and manuals, release notes and files and information made available to Customer by DTEX as part of the DTEX Solution, as may be updated from time to time by DTEX and which is available within DTEX's customer portal.

1.6. "Forwarder Software" means software licensed by DTEX to Customer that is typically deployed on Customer's machines to enable access to and use of the DTEX Services. Forwarder Software may include or be provided with code licensed under third-party agreements, including open source software.

1.7. "Intellectual Property Rights" means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.8. "DTEX Solution" "DTEX Solution" means DTEX's proprietary, cloud-based internal threat detection service, and includes, without limitation, all Forwarder Software, features, platform access rights, and elements of same, including all corrections, bug fixes, patches, maintenance releases, security updates, and minor improvements provided by DTEX under Customer's subscription, as well as all Documentation provided in connection with same.

For clarity, the DTEX Solution does not include new products, new modules, or new features that are separately licensed or subject to additional fees.

1.9. “Order Form” means the binding Customer ordering document governed by the Agreement and signed by the Customer that describes, among other things, Customer’s use and access entitlements, the Support Services package selected by the Customer, any additional features or modules ordered by the Customer, covered endpoint quantities, the duration of the Subscription Term and the fees payable by the Customer in exchange for its use of the DTEX Service platform.

1.10. “Support Services” means technical support and application management services, as fully described in the attached Schedule 2.

1.11. “Tenant” means a dedicated Customer environment that is accessed by Users and that includes Customer Materials as part of Customer’s use of the DTEX Solution.

1.12. “Term” means the term of the Agreement, including the initial Subscription Term and any Renewal Term(s) as further described in Section 8.1.

1.13. “Usage Data” means any and all anonymized and de-identified metadata, platform statistics and other performance activity generated by Customer’s use of the DTEX Solution, software and the DTEX Technology (including any data generated from Forwarder Software), which DTEX uses to train its machine learning systems, and which expressly excludes Personal Data and any other data, content or information that would identify Customer, its Users or its employees.

1.14. “User” means the named person or persons authorized by Customer to use the DTEX Solution as defined in an Order Form. Users may be designated in different categories in an Order Form. Users having a unique identifier (“UID”) and password to connect to the DTEX Solution shall be identified as **“Named Users”**. A Named User cannot share Users IDs and passwords with other Users during the Subscription Term, and Customer usage of the DTEX Solution is not intended to be for concurrent or shift-based Users. Named User access rights may be reassigned to new Named Users if the original Named User no longer uses and accesses DTEX Solution because of a role change, employment termination or similar reasons. For any Order Form adopting DTEX User-based model, any exceptions to the general designation of Users as Named Users shall be set forth in applicable Order Forms.

2. DTEX Solution.

2.1 Provision of Services. The DTEX Solution and Support Services are provided on a subscription basis for a set term designated on the Order Form (each, a **“Subscription Term”**). DTEX may also offer Professional Services (as defined in Section 4.4) related to the DTEX Solution. Customer shall purchase and DTEX shall provide the specific DTEX Solution and related Professional Services (if any) as specified in the applicable Order Form entered into as of the Effective Date.

2.2 Access to the DTEX Solution. During each Subscription Term, DTEX grants to Customer and its Users the following rights: a) the right to use and access the DTEX Solution solely for its own benefit and in accordance with the terms and conditions of this Agreement, and b) the right to use and access the Documentation; each strictly in accordance with any scope of use restrictions designated in the applicable Order Form.

2.3 Users. Use of and access to the DTEX Solution is permitted only by Users designated by Customer. Customer may grant certain Users administrative privileges (which may include authority to provision new User accounts, create new Tenants, assign Users to Tenants or control User access permissions at the account or Tenant level) as further described in the Documentation (**“Administrators”**). Customer will, through its Administrators, assign user IDs and passwords for each Named User to access the DTEX Solution. Customer shall require that all Named Users keep user

ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken by Users on Customer's account and for rescinding access to its account (including its Tenants) by any User that Customer no longer wishes to have access. Users may also be Customer's end user customers.

2.4 Forwarder Software. To the extent use of the DTEX Solution require Customer to install Forwarder Software, subject to all of the terms and conditions of this Agreement, DTEX grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the applicable Subscription Term to use the object code form of the Forwarder Software internally, but only in accordance with (a) the Documentation, (b) this Agreement and (c) the Order Form.

2.5 Contractors and Affiliates. Customer may permit its independent contractors and consultants who are not competitors of DTEX ("**Contractors**") and Customer Affiliates to serve as Users, provided Customer remains responsible for compliance by each such Contractor or Affiliate with all of the terms and conditions of this Agreement, and any such use of the DTEX Solution by such Contractor or Affiliate is for the sole benefit of Customer (or such Affiliate). Use of the DTEX Solution by Affiliates, Contractors, Users and Customer in the aggregate must be within the quantitative and qualitative restrictions and limitations described in the applicable Order Form.

2.6 General Restrictions. Customer shall not (and shall not permit any third party to): (a) rent, lease, provide access to or sublicense the DTEX Solution to a third party (except to Users as permitted herein); (b) use the DTEX Solution to provide or create, or incorporate the DTEX Solution into, any similar service provided to a third party or otherwise directly expose the functionality of the DTEX Solution to any third party (except to Users as permitted herein); (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs, or to the DTEX Solution, except to the extent expressly permitted by applicable law (and then only upon advance notice to DTEX); (d) copy or modify the DTEX Solution or any Documentation (including any underlying workflows, algorithms, procedures or hierarchies), or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the DTEX Solution (including any reports or data printed from the DTEX Solution) and in the Documentation; (f) publicly disseminate information regarding the performance of the DTEX Solution; (g) adversely impact the speed, security or integrity of the DTEX Solution (or any data contained within the DTEX Solution); (h) conduct any penetration testing or exploit or attempt to exploit any vulnerabilities in the DTEX Solution, or (i) violate the DTEX Acceptable Use Policy.

3. Customer Obligations.

3.1 In General. Customer shall ensure that Customer, its Affiliates and its Users' use of the DTEX Solution is at all times compliant with Customer's privacy policies and all applicable laws.

3.2 Responsibility for Customer Materials. Customer is solely responsible for the accuracy, content and legality of all Customer Materials (including those submitted by its Users) and for permitting DTEX to lawfully use, process and access Customer Materials in connection with DTEX's performance of the DTEX Solution. Subject to the terms of this Agreement, Customer hereby grants to DTEX a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit and publicly perform and display the Customer Materials solely to the extent necessary to provide the DTEX Solution to or as directed by Customer. Customer represents and warrants to DTEX that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Materials as contemplated in this Agreement, and that no Customer Materials will violate or infringe (i) any third-party intellectual property, publicity, privacy or other rights, (ii) any laws, (iii) any terms of service, privacy policies or other agreement governing Customer Materials or (iv) the DTEX Acceptable Use Policy attached hereto as **Schedule 1**.

3.3 Protected Health Information; Data Processing under GDPR and CCPA; Compliance with Laws.

3.3.1 HIPAA and PHI. If applicable, Customer agrees to not submit to or load onto the DTEX Solution any Protected Health Information (“**PHI**”) unless (i) the Order Form specifies that the DTEX Solution includes a Tenant compliant with the Health Insurance Portability and Accountability Act (“**HIPAA**”); (ii) the configuration of the Tenant and associated use cases follow HIPAA implementation guidelines; and (iii) Customer has entered into a Business Associate Agreement (“**BAA**”) with DTEX. Unless a BAA is in place, DTEX will have no liability under this Agreement for PHI, notwithstanding anything to the contrary in this Agreement or under HIPAA or any similar Laws. If Customer is permitted to submit PHI to the DTEX Solution, it may only do so by uploading it to a Tenant specifically identified as a “**PHI Tenant**”. The mutually executed BAA shall be incorporated by reference into this Agreement and is subject to its terms.

3.4 GDPR and CCPA. Similarly, Customer and DTEX agree and acknowledge the attached data processing addendum (“**DPA**”) (**Schedule 4**) governing Customer’s ability to load and permit DTEX to process, any personal data or information regulated under applicable data protection laws (including the European Union’s General Data Protection Regulation (“**GDPR**”) and the California Consumer Privacy Act (“**CCPA**”)), in connection with the DTEX Solution, in which additional terms shall include applicable designations of controller and processor and related obligations, the application of standard contract clauses, and descriptions of compulsory rules, practices and processes enabling the secure transfer of personal data from various global locations. For purposes of this Section, each party shall comply with all applicable data protection laws governing each of their respective business operations, in the geographic locations in which DTEX Solution are offered (on the one hand) and Customer and its Users are situated (on the other hand). In addition, Customer is solely responsible for obtaining all necessary consents of and approval from, its own data subjects (e.g., employee, contractor or agent) for use of personal data in connection with the DTEX Solution. For purpose of this Agreement and consistent with **Schedule 4**, DTEX is designated as the data processor, and Customer is designated as the data controller. The DPA is incorporated by reference into this Agreement and is subject to its terms.

3.5 Recordings. Certain DTEX Solution provide functionality that allows a Customer to record video and data obtained while certain DTEX Solution are operating. Customer is solely responsible for complying with all federal, state, and local laws in the relevant jurisdiction when using such recording functionality. Without limiting any other disclaimers set forth in this Agreement, DTEX expressly disclaims any and all liability with respect to Customer recording of video and/or shared data while using the DTEX Solution, and Customer releases and agrees to hold DTEX harmless from and against any damages, or any other consequences or liabilities related to the recording, loss or deletion of Customer Materials related to Customer’s use of DTEX’s recording technology.

3.6 Data Backup on Endpoint Devices. Customer is solely and exclusively responsible for backing up, archiving and retaining necessary Customer Materials on each endpoints. Customer is also responsible for selecting data points gathered by the Forwarder Software, and is solely responsible for preserving and backing up all applicable data generated or gathered on its own devices. DTEX does not backup, preserve, store or retain endpoint data other than that data the Forwarder Software forwards to the DTEX Solution (e.g., to the DTEX Analytic Server, or “**DAS**”), as further described in below in Section 4.3 and in the Documentation.

4. DTEX Obligations.

4.1 Support Services. DTEX shall provide Support Services as defined in the DTEX Support Services schedule as set forth in the attached **Schedule 2**. The Support Services package option selected by Customer (whether standard or premium Support Services) and related fees shall be set forth in the Order Form.

4.2 Service Level Obligations. DTEX will use commercially reasonable efforts to make the DTEX Solution available with minimal downtime, 24 hours a day, 7 days a week in accordance with DTEX’s “**Service Level Commitment**” as set forth in the attached **Schedule 3**.

4.3 Backups of Customer Materials. Except for disaster recovery measures described in the Documentation, the DTEX Solution does not archive or backup Customer Materials. DTEX backs up sixty (60) days of active or “hot” Customer Materials, and retains sixty (60) days of inactive or “cold” Customer Materials, on a rolling daily basis as its standard data retention practice. Should the Customer request for DTEX to retain Customer Materials beyond the standard retention for operational reasons, the Customer agrees to assume the responsibility and expense of such retention.

4.4 Open Source. DTEX acknowledges that it uses certain Open Source libraries as part of the DTEX Solution (“Open Source Software”). A summary and acknowledgment of DTEX’s Open Source Software use and applicable Open Source licenses associated with each library, can be made available upon Customer’s written request.

4.5 Professional Services. DTEX shall provide agreed upon professional consulting services (“Professional Services”) that may be purchased in the applicable Order Form. The scope of Professional Services shall be as set forth in a Statement of Work referencing this Agreement and executed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information (“SOW”). Unless Professional Services are provided on a fixed-fee basis, Customer shall pay DTEX at the per-hour or daily rates set forth in the applicable Order Form (or, if not specified, at DTEX’s then-standard rates) for any Professional Services. Customer will reimburse DTEX for reasonable travel and lodging expenses as incurred, as pre-approved in writing by Customer. Customer may use anything delivered as part of the Professional Services in support of authorized use of the DTEX Solution and subject to any terms set forth in Order Form and the applicable SOW, but DTEX shall retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by DTEX (or its agents) (excluding any underlying Customer Materials, Customer’s pre-existing proprietary software or other materials designated in writing or Confidential Information). As one Professional Service option, DTEX offers its customers the ability to purchase certain “DTEX i3 Services”. Customers who have purchased DTEX i3 Services can initiate “Investigation or Intelligence Requests” in the DTEX Support Center at <https://support.mydtx.net>, or by sending an email to investigations.i3@dtexsystems.com for Investigation Requests, or intelligence.i3@dtexsystems.com for Intelligence Requests.

4.6 Security Obligations. DTEX agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the DTEX Solution or Customer Materials as further described in the attached **Schedule 5 (Security Addendum)**. However, DTEX shall have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond DTEX’s control.

4.7 Third Party Services. DTEX may, from time to time, inform Customers of third-party services that can be used by Customers in connection with the DTEX Solution, including services from companies associated with DTEX’s partner program, and Customer may opt to use these or other third-party services in connection with the DTEX Solution. Customer’s use of any third-party service in connection with the DTEX Solution, and any terms, conditions, representations and/or warranties associated with such use, are solely as set forth in the end user license agreement (“EULA”) terms between Customer and such third-party service providers. DTEX makes no endorsement, representation or warranty with regard to any such third-party services, or any content or materials used on connection with such third-party service, even if such provider is certified by DTEX or designated as a partner by DTEX. As such, DTEX shall not be responsible or liable to Customer in any manner for any such third-party service, or compliance with the EULA. DTEX does not, unless otherwise expressly set forth in writing, provide maintenance or support for third-party services, or for any integrations or interfaces that connect such third-party services.

5. Order Forms; Pricing Payment Terms; Taxes.

5.1 Order Forms and Pricing. The parties shall enter into and execute a DTEX-issued Order Form as of the Effective Date for the initial Subscription Term. DTEX may issue new Order Forms for any of the following circumstances: a) for each Renewal Term, b) for any usage by Customer that exceeds the limits set forth in an

individual Order Form, c) for Affiliate use of the DTEX Solution (though Customer remains liable for any Affiliate use), or d) for additional access and use rights to new DTEX Service modules or capabilities that DTEX makes available only for a separate fee. Customer acknowledges that a new Order Form is not required for an automatic renewal that occurs under Section 8.1. DTEX Solution pricing terms and descriptions as of the Effective Date are as set forth in a separate Order Form subject to and governed by this Agreement. DTEX reserves the right to increase fees applicable to DTEX Solution (as well as for additional endpoints and other fees for new modules and features) by providing Customer thirty (30) days' notice prior to the end of each active Subscription Term.

5.2 Authorized Partners. Only an individual authorized to bind or act on behalf of Customer may accept this Agreement, submit an Order Form, create an account, or access or use the Products or Services on behalf of Customer. If Customer receives access to the Products or Services through a DTEX authorized reseller, partner, distributor, or other authorized channel partner (collectively, "Authorized Partner"), Customer's fees, payment terms, and purchase order process may be agreed between Customer and the Authorized Partner. However, Customer's access to and use of the Products and Services remains subject to this Agreement. DTEX is not bound by any separate agreement between Customer and an Authorized Partner unless DTEX expressly agrees otherwise in writing.

5.3 Payments Terms. DTEX Solution fees are invoiced annually in advance. Except as otherwise set forth in a SOW, Professional Services fees are invoiced in advance and on a time and materials basis. Customer will pay each invoice within 30 days following the invoice date. Late payments will accrue interest at a rate of 1.5% per month or the legal maximum rate, whichever is lower. Customer will cure a delinquency in payment of any amounts owed under this Agreement within 30 days from the date of DTEX's delinquency notice. If Customer fails to timely cure such delinquency, or regain compliance under Section 8.2 (*defining the cure period for breach*), DTEX may suspend Customer's use of the DTEX Solution or terminate this Agreement for breach, in addition to any other available rights and remedies. Customer is responsible for all fees, expenses and other costs relating to or connected with making invoiced payments to DTEX under this Agreement, including the direct payment of all banking fees, ACH processing fees, currency conversions, or similar transactional costs and fees; none of which Customer may deducted or off-set from the DTEX's invoiced total fee. All terms of this Section 5 shall apply unless expressly stated otherwise in the applicable Order Form, SOW, or the Documentation.

5.4 Taxes. DTEX Solution fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including for example, value-added sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer purchases hereunder. If DTEX has the legal obligation to pay or collect Taxes for which Customer are responsible under this Section 5.3, DTEX will invoice Customer and Customer will pay that amount unless Customer provides DTEX with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, DTEX shall be solely responsible for Taxes assessable against DTEX based on DTEX's income, property and employees, and Customer shall not withhold or deduct any amounts for same except as required by applicable law. Should Customer be required under any law or regulation of any governmental entity or authority outside of the United States, to withhold or deduct any portion of the payments due to DTEX, then Customer shall increase the sum payable to DTEX by the amount necessary to yield to DTEX an amount equal to the sum it would have received had no withholdings or deductions been made.

5.5 No Set-Off. Customer will not set-off or offset against DTEX's invoices amounts that Customer claims are due to Customer by DTEX, or any amounts resulting from any billing or collection disputes. Customer will bring any claims or causes of action Customer may have in a separate action and waive any rights Customer may have to offset, set-off, or withhold payment for the DTEX Solution delivered by DTEX.

5.6 Use Verification. DTEX may remotely review the scope of Customer's use of the DTEX Solution, and on DTEX's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement with respect to access to and use of the DTEX Solution. If DTEX determines that Customer has exceeded its permitted access and use rights to the DTEX Solution as described in a Order Form, DTEX will notify Customer and Customer will,

within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional use and access rights commensurate with Customer's actual use, at DTEX's then effective rates and fees.

6. Confidential Information.

6.1 Confidential Information Defined. As used herein, "**Confidential Information**" means non-public information that the party disclosing the information designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure, or which, under the circumstances surrounding the disclosure, the receiving party knows or has reason to know should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information shall include any information regarding a party's financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, customer information, and customer data. DTEX Technology, DTEX Solution, Usage Data and Documentation shall be deemed DTEX Confidential Information. Notwithstanding the foregoing, nothing received by a receiving party shall be construed as Confidential Information which: (i) is or becomes generally available to the public without breach of this Agreement; (ii) is lawfully obtained from a third party without a duty of confidentiality; (iii) is known to the receiving party prior to such disclosure; or (iv) is, at any time, developed by the receiving party independent of any such disclosure(s) from the disclosing party and the receiving party can reasonably show such independence.

6.2 Non-Disclosure. The receiving party shall not disclose the disclosing party's Confidential Information to any third party and may only use the disclosing party's Confidential Information for the intended business purpose related to this Agreement and for the benefit of the disclosing party. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. Further, both parties agree to have each of their employees or independent contractors with access to any Confidential Information agree to be bound by an enforceable agreement that ensures the protection of the Confidential Information from disclosure to at least the same extent as does this Agreement. Each receiving party agrees to promptly notify the disclosing party upon learning of any unauthorized disclosure of the disclosing party's Confidential Information, and shall provide reasonable assistance to the disclosing party to remedy and contain such breach. In connection therewith, Customer agrees to provide any such notice to DTEX at [http://legal@dtex.ai](mailto:legal@dtex.ai). The foregoing notwithstanding, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party must give the disclosing party prompt written notice, if legally permitted, and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure, at this disclosing party's cost and expense.

6.3 Equitable Remedies. The parties agree that a breach of the confidentiality obligations set forth in this Agreement by receiving party may cause immediate and irreparable damage to disclosing party and shall entitle disclosing party, without the necessity of posting a bond, to seek injunctive relief to prevent the continued unauthorized use of disclosing party's Confidential Information, as well as to pursue all other remedies available to disclosing party at law.

7. Representations and Warranties.

7.1 Limited DTEX Solution Warranty. DTEX warrants, for Customer's benefit only, that the DTEX Solution will operate in substantial conformity with the applicable Documentation. DTEX's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, at no charge to Customer, for DTEX to use commercially reasonable efforts to correct the reported non-conformity, or if DTEX is unable to correct the defect DTEX Solution, or if DTEX determines such remedy is impracticable, either party may then terminate the applicable DTEX Solution following a cure period of not less than thirty (30) days shall receive as its sole remedy, a refund of any fees Customer has pre-paid for use of the DTEX Solution for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 7.1 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the

date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge or evaluation basis.

7.2 Limited Support and Professional Services Warranty. In addition, DTEX shall perform Support Services and Professional Services in a competent, professional and workmanlike manner consistent with applicable industry practices. Provided Customer provides timely written notice of non-conforming Support or Professional Services performance within thirty (30) days following the completion of each Support or Professional Service, DTEX will timely re-perform the applicable Service in accordance with the foregoing warranty, and if DTEX is unable or incapable of performing the Support Services within thirty (30) days following the warranty claim, Customer may terminate the Subscription Term, and shall receive as its sole remedy, a refund of any fees Customer has pre-paid for use of the DTEX Solution for the terminated portion of the applicable Subscription Term. If DTEX is unable or incapable of reperforming the Professional Services within thirty (30) days following the warranty claim, Customer may terminate the SOW, and receive a refund for that portion of the Professional Services that is defective.

7.3 Warranty Disclaimer.

7.3.1 EXCEPT FOR THE LIMITED WARRANTIES IN SECTIONS 7.1 and 7.2, ABOVE, THE DTEX SOLUTION ARE PROVIDED "AS IS". NEITHER DTEX NOR ITS PARTNERS AND SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. DTEX DOES NOT WARRANT THAT CUSTOMER'S USE OF THE DTEX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES DTEX WARRANT THAT IT WILL REVIEW THE CUSTOMER MATERIALS FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER MATERIALS WITHOUT LOSS. DTEX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF DTEX. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

7.3.2 DTEX HAS NO LIABILITY OR RESPONSIBILITY, AND CUSTOMER IS SOLELY RESPONSIBLE, FOR ASSESSING WHETHER THE DTEX SOLUTION (INCLUDING DTEX'S SECURITY OBLIGATIONS) WILL MEET CUSTOMER'S REGULATORY OR OTHER LEGAL OBLIGATIONS. DTEX DOES NOT REPRESENT OR WARRANT THAT THE DTEX SOLUTION WILL ACHIEVE CUSTOMER'S DESIRED RESULTS, AND DTEX DISCLAIMS ALL LIABILITY OF ANY KIND FOR DECISIONS MADE BASED ON USE OR OTHER RESULTS OF THE DTEX SOLUTION. DTEX HAS NO CONTROL OVER, AND WILL HAVE NO LIABILITY FOR, ANY ACTS OR OMISSIONS OF ANY USERS.

7.3.3 IT IS CUSTOMER'S SOLE AND EXCLUSIVE RESPONSIBILITY WHETHER TO INITIATE A LEGAL INVESTIGATION BASED ON THE OUTCOMES AND SCORING PRODUCED BY THE DTEX SOLUTION. CUSTOMER EXPRESSLY AGREES THAT DIRECT HUMAN INTERVENTION IS REQUIRED TO MAKE SUCH CRITICAL DECISIONS, AND THAT THE DTEX SOLUTION IS NOT A SYSTEM THAT PROVIDES AN AUTOMATED DECISION MAKING CAPABILITY. THE DTEX SOLUTION IS INTENDED TO DETECT DECISION-MAKING PATTERNS OR DEVIATIONS FROM PRIOR DECISION-MAKING PATTERNS, AND IS NOT INTENDED TO REPLACE OR INFLUENCE A PREVIOUSLY COMPLETED HUMAN ASSESSMENT WITHOUT SUFFICIENT HUMAN REVIEW AND INVOLVEMENT.

7.4 By Customer. Customer represents and warrants that the Customer has the right and authority to enter into this Agreement, to perform its duties and obligations hereunder, exercise its rights hereunder, and to grant the licenses granted by Customer under this Agreement. Customer further represents and warrants that Customer has secured for DTEX all right, license, permission and consent necessary to access and use Customer Materials, Users' account information and any data Users upload to the DTEX Solution platform for the purposes of delivering the DTEX Solution, responding to any technical problems, troubleshooting and testing, and that Customer Materials do not and will not infringe on any privacy, intellectual property or other rights of third parties. Customer represents and warrants that Customer's use of the DTEX Solution shall comply with all applicable laws, regulations, statutes, judicial

decisions or other rules and regulatory or governmental rulings in connection with Customer's business operations. Customer shall be solely liable to DTEX or to third parties, for any violation, breach or non-compliance with any of the foregoing obligations.

8. Term and Termination.

8.1 Term. The term of this Agreement ("**Term**") and the DTEX Solution period set forth in the initial Order Form (the "**Subscription Term**") shall commence on the Effective Date hereof, and shall continue until the termination of this Agreement in accordance with the terms hereof and for the duration set forth in the Order Form. The Agreement and the DTEX Solution set forth in a Order Form will automatically renew for additional, consecutive one (1) year periods (each a "**Renewal Term**"), unless either Party provides not less than thirty (30) days' written notice of non-renewal prior to the end of the applicable Subscription or Renewal Term.

8.2 Termination. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operations without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3 Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall immediately cease any and all use of and access to the DTEX Solution (including any and all related DTEX Technology) and delete (or, at DTEX's request, return) any and all copies of the Documentation, any DTEX passwords or access codes and any other DTEX Confidential Information in its possession. DTEX shall make Customer Materials available for retrieval for thirty (30) days following termination of this Agreement for any reason. Thereafter, Customer acknowledges that following termination (and the Customer Materials retrieval period), it shall have no further access to the DTEX Solution or any Customer Materials submitted to the DTEX Solution, and that DTEX may delete any such materials as may have been stored by DTEX at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.4 Survival. All terms of this Agreement which by their nature extend beyond the termination of this Agreement, remain in effect until fulfilled and apply to respective successors and assigns.

9. Indemnification.

9.1 DTEX Indemnification. DTEX shall defend Customer from and against any claim by a third party alleging the DTEX Solution when used as authorized under this Agreement, infringes a patent, copyright, or trademark and shall indemnify and hold Customer harmless from and against any damages and costs awarded against Customer or agreed in settlement by DTEX (including reasonable attorneys' fees) resulting from such claim, provided that DTEX shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for DTEX to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of the DTEX Solution is (or in DTEX's opinion is likely to be) enjoined, if required by settlement or if DTEX determines such actions are reasonably necessary to avoid material liability, DTEX may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the DTEX Solution; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to Customer any fees Customer has pre-paid for use of the DTEX Solution for the terminated portion of the applicable Subscription Term. The foregoing indemnification obligation of DTEX shall not apply: (1) if the DTEX Solution are modified by any party other than DTEX, but solely to the extent the alleged infringement is caused by such modification; (2) if the DTEX Solution are combined with platforms, data, products or processes not provided by DTEX, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the DTEX Solution; (4) to any

action arising as a result of Customer Materials, or any other third-party applications, data or components contained within the DTEX Solution; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the DTEX Solution but instead by features common to any similar product or service; or (6) if Customer settles or makes any admissions with respect to a claim without DTEX's prior written consent. **THIS SECTION 9.1 SETS FORTH DTEX'S AND ITS PARTNERS AND SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.**

9.2 Indemnification by Customer. Customer shall indemnify, defend and hold DTEX harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any Customer Materials or breach or alleged breach by Customer of Section 3 (Customer Obligations), (b) any violation of laws by Customer in connection with its use of the DTEX Solution, or (c) any decisions made by Customer as a result (directly or indirectly) of Customer's use of the DTEX Solution. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim from DTEX (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation from DTEX at Customer's expense.

10. Limitation Of Liability.

10.1 CONSEQUENTIAL DAMAGES WAIVER. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW) OR CLAIMS SUBJECT TO THE ENHANCED DAMAGE LIMITATIONS DESCRIBED IN SECTION 10.3, NEITHER PARTY (NOR ITS PARTNERS OR SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS OR IN CONNECTION WITH THE ENHANCED DAMAGE LIMITATIONS DESCRIBED IN SECTION 10.3, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY AND ITS PARTNERS AND SUPPLIERS' ENTIRE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO DTEX DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT.

10.3 Enhanced Damages. NOTWITHSTANDING THE DAMAGE LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 ABOVE, EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY FOR ANY KIND OF DAMAGE PAYABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (WHETHER DIRECT, INDIRECT OR OTHERWISE) IN CONNECTION WITH (I) A BREACH OF SECTION 3.3, (II) ANY BREACH OR VIOLATION OF SCHEDULE 5 (DATA PROCESSING ADDENDUM), (III) A BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION), (IV) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) ANY SECURITY BREACH RESULTING IN THE UNAUTHORIZED ACCESS TO OR DISCLOSURE OF EITHER PARTY'S DATA (INCLUDING ANY BREACH OF THE SECURITY ADDENDUM SET FORTH IN SCHEDULE 6), SHALL NOT EXCEED THE LESSER OF (A) FIVE TIMES (5X) THE FEES PAID OR PAYABLE OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) ONE MILLION UNITED STATES DOLLARS (USD\$1,000,000), EXCEPT TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS REPRESENTATIVES, IN WHICH CASE THE FOREGOING LIMITATION SHALL NOT APPLY.

10.4 Excluded Claims. "Excluded Claims" means any claim arising from (a) Customer's breach of Section 2.6 (General Restrictions); (b) a party's indemnification obligations under Section 9 of this Agreement.

10.5 Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence),

strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Ownership.

11.1 Rights in Customer Materials. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Materials as provided to DTEX. Subject to the terms of this Agreement, Customer hereby grants to DTEX a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit and publicly perform and display the Customer Materials solely to the extent necessary to provide the DTEX Solution to or as directed by Customer.

11.2 DTEX Technology. This is a subscription agreement for access to use of the DTEX Solution. Customer acknowledges that it is obtaining only a limited right to the DTEX Solution and that irrespective of any use of the words “purchase”, “sale” or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that DTEX or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all of the DTEX Solution, Support Services, Documentation, Usage Data, Professional Services deliverables (but excluding any Customer Materials incorporated therein) and any and all related and underlying technology and documentation, and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, “**DTEX Technology**”). Except as expressly set forth in this Agreement, no rights in any DTEX Technology are granted to Customer. Further, Customer acknowledges that the DTEX Solution is an online, hosted solution, and that except for Forwarder Software, Customer has no right to obtain a copy of the DTEX Solution. DTEX reserves all rights in and to DTEX Technology not expressly granted to Customer hereunder.

11.3 Feedback. Customer, from time to time, may submit comments, questions, suggestions or other feedback relating to any DTEX product or service to DTEX (“**Feedback**”). DTEX may freely use and exploit Feedback in connection with any of its products or services without any obligation to notify, account for, or compensate Customer.

11.4 Usage Data. Notwithstanding anything to the contrary herein, Customer agrees that DTEX may obtain technical and other data about Customer’s use of the DTEX Solution (“**Usage Data**”), and DTEX may use and share the Service Data to improve, support, develop, provide and deliver reporting regarding the DTEX Solution during and after the Term of this Agreement, provided that when sharing the Usage Data outside of DTEX’s internal business operations, DTEX does not identify Customer as the source of such Service Data without Customer’s prior written permission.

12. Miscellaneous.

12.1 Compliance with Laws. Each party shall comply with all applicable international, national, state, provincial or local laws, regulations, directives, statutes, judicial rulings, orders, or other mandates have the force and effect of law during and after the Term of this Agreement, in connection with each of their respective business operations. Customer acknowledges and agrees that DTEX Solution may only be used and accessed in geographical territories in which the DTEX Solution are lawful and authorized, and do not contravene or violate prevailing government regulations.

12.2 No Agency. Nothing in this Agreement shall be deemed to create any agency, partnership, joint venture, or employment relationship. Customer accepts and acknowledges that DTEX is an independent contractor providing Customer with use of the DTEX Solution.

12.3 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.2 will be null and void.

12.4 Notices. All notices under this Agreement must be in writing and delivered either by hand, e-mail (with confirmation of receipt), certified mail (return receipt requested, postage pre-paid) or nationally recognized overnight delivery service (all delivery charges pre-paid) and addressed, if to Customer, to the email or address identified in the Order Form or associated with Customer's account, and if to DTEX, to DTEX Systems, Inc., 19630 Allendale Ave, Suite 2218, Saratoga, CA 95070-5714, United States, Attn: Legal Department, copy to legal@dtex.ai. Notices shall be deemed given when delivered by registered post or courier, with return receipt or acknowledgment requested.

12.5 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

12.6 Export Compliance. In its use of the DTEX Solution, Customer agrees to comply with all export and import laws and regulations of the United States, the European Union and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer shall not (and shall not permit any of its Users to) access or use the DTEX Solution in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to the DTEX Solution any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.7 Government End-Users. Elements of the DTEX Solution are commercial computer software. If the user or licensee of the DTEX Solution is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the DTEX Solution, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The DTEX Solution was developed fully at private expense. All other use is prohibited.

12.8 Anti-Corruption Laws. Customer shall comply with all anti-corruption laws and regulations ("**Anti-Corruption Laws**") including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and/or the UK Bribery Act, irrespective of whether Customer is legally subject to it. Customer shall not cause DTEX to violate the FCPA, the UK Bribery Act or any Anti-Corruption Laws in connection with the activities conducted on behalf of DTEX under the Agreement or any other activities involving DTEX (collectively, the "**Activities**"). Customer shall not, in connection with the Activities, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business, for any other advantage for DTEX, or for any other purpose prohibited by the FCPA, UK Bribery Act or any Anti-Corruption Laws.

12.9 Publicity. At the request of DTEX, Customer agrees to the issuance of a joint press release ("**Press Release**") on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to participate in other reasonable marketing activities that promote the benefits of the DTEX Solution to other potential customers and to use the Customer's name and logo on DTEX web site and in DTEX promotional materials. This consent terminates upon termination of this Agreement.

12.10 Governing Law and Forum Selection. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law principles. The Parties agree that any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of San Clara County, California, and the parties agree not to bring an action in any other venue. Customer waives any

and all objections to this venue and agrees not to dispute personal jurisdiction or venue in the event of a dispute arising under this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.11 Advice of Legal Counsel. Each Party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person accepting on its behalf has read and understood all of the terms and provisions of this Agreement.

12.12 Entire Agreement. This Agreement, including all schedules referenced in this Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any schedule, the terms and conditions of this Agreement will govern. No Party hereto has relied on any statement, representation or promise of any Party or representative thereof except as expressly set forth in this Agreement. Any changes or amendments to this Agreement must be in writing, expressly refer to the changes to this Agreement, and be duly executed by both parties.

12.13 Waiver of Breach. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

12.14 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

SCHEDULE 1 ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) sets forth the restrictions regarding use of the DTEX Systems, Inc. (“DTEX”) Services platform (the “DTEX Solution”). Use of the DTEX Solution is governed by the separate agreement entered into between the Customer (“Customer”) and DTEX Systems, Inc. (the “Agreement”). This AUP is incorporated into the Agreement by reference.

Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to, directly or indirectly:

1. allow any person, entity or third party other than Customer, or its authorized users to access or use the DTEX Solution;
2. attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming or interoperability interfaces of the DTEX Solution;
3. modify, convert, alter, change, manipulate, divide, or revise the DTEX Solution, or any part thereof unless permitted by DTEX;
4. assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent, or use the DTEX Solution in any service bureau arrangement;
5. circumvent, disable or otherwise knowingly interfere with security-related features of the DTEX Solution or features that enforce limitations on its use;
6. delete or in any manner remove or alter DTEX’s trade names, copyright, trademarks, service marks, logos, domain names, and other distinctive brand features and notices from the DTEX Solutions;
7. transmit any malicious code, viruses, worms or other items of a destructive or deceptive nature into or in connection with the DTEX Solution;
8. access or use the DTEX Solution for the purpose of creating a product or service competitive with the DTEX Solution;
9. access or use the DTEX Solution in a manner that does not comply with this Agreement or the User Documentation or knowingly bypass applicable use restrictions on Customer’s use of the DTEX Solution;
10. upload, store, post, or transmit content to the DTEX Solution that: (a) is obscene, defamatory, deceptive, harassing, threatening, hateful, or discriminatory; (b) violates the intellectual property, privacy, publicity, or other rights of any person;
11. use the DTEX Solution in violation of data protection, privacy, or other applicable laws or regulations;
12. use any output or reports from the Solution for any decision-making having legal or similarly significant effects on individuals, unless Customer does so with adequate human review and in compliance with all applicable laws.

Customer understands and acknowledges that DTEX does not intentionally collect or process Sensitive Data, but may do so inadvertently as a result of Customer using certain nomenclature to identify and name files, or where a screen recording (the “Recording”) created through the feature called “**Focused Observation**,” as may be subscribed to by

Customer, includes Sensitive Data. It is the sole responsibility of Customer to ensure that Sensitive Data, including personal identifiers such as social security numbers, passport numbers, etc., are not used to name or identify internal files.

“Sensitive Data” means: (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (**“HIPAA”**); (b) credit, debit, bank account, or other financial account numbers; (c) social security numbers, driver’s license numbers, or other government ID numbers; (d) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1), or any successor legislation; and (e) information or technical data subject to the International Traffic in Arms Regulations, including any defense articles, technical data, or defense services controlled under 22 C.F.R. Parts 120–130 (**“ITAR Data”**).

Customer represents and warrants that it has implemented administrative, technical, and physical safeguards to prevent unauthorized or unlawful disclosure, access, or accidental loss or damage of Sensitive Data that are consistent with the safeguards used by companies in comparable businesses to protect sensitive data and valuable trade secrets. Customer acknowledges that if this type of data is collected or processed by DTEX, it is solely as a result of Customer’s practices and, accordingly, Customer assumes all responsibility for such data and agrees to indemnify and hold DTEX harmless for any issues concerning such Sensitive Data, except that with respect to Sensitive Data contained in any Recording, upon notice by Customer to DTEX of such disclosure to DTEX, DTEX agrees to implement the additional appropriate security measures for Sensitive Data. It is Customer’s sole responsibility to train and inform employees to ensure that the amount and nature of the data being processed by DTEX is minimized and does not contain personal identifiers or Sensitive Data. Unless expressly agreed in writing by DTEX, Customer shall not provide, transmit, disclose, upload, store, or otherwise make available to DTEX any ITAR Data under any circumstances.

SCHEDULE 2 SUPPORT SERVICES

This DTEX SAAS Support Policy (the “**Policy**”) governs DTEX Systems, Inc. or its affiliate’s (in either case, “DTEX”) provision of technical support, Updates, and maintenance services for the Customer (defined below) solely for the DTEX Solution (defined below) (“**Support Services**”) during the Subscription Term (defined below). For clarity, this Policy applies solely to the DTEX Solution and Support Services purchased under the applicable Work Order and does not apply to professional services, custom services, or any services not expressly covered by this Policy. DTEX may update, modify, or enhance its Support Services policies, processes, tools, or delivery methods upon prior notice to Customer, provided that such updates do not materially degrade the level of Support Services offered during the Subscription Term. Customer obtains Support Services solely in accordance with this Policy.

1. DTEX SUPPORT SERVICES

1.1 Normal Business Hours. DTEX will provide support (referred to hereinafter as “**Support Services**”) for the “**DTEX Solution**” during DTEX’s “**Normal Business Days**”, defined as Monday through Friday, excluding company holidays (holiday schedule available upon request) from 8:00am to 6:00pm (defined as “**Normal Business Hours**”).

1.2 Premium Support Services. A Customer entitled to receive “**Premium Support Services**” (as defined in an Order Form) will be entitled to receive 24x7x365 Support Services for Severity 1 and Severity 2 issues (as defined below in Table 1). Any other Support Services request will be addressed by DTEX as set forth in this Schedule 2.

1.3 Provision of Support Service is Governed by the Customer Agreement. DTEX’s provision of Support Services is otherwise subject to and governed by the terms of the DTEX Master SaaS Agreement (the “**Agreement**”). Defined terms not otherwise defined hereunder shall retain their meaning set forth in the Agreement.

1.4 Global Support Locations. Support Services offered to Customers are allocated to a time zone based upon their headquarters location. For Americas-based Customers, Normal Business Hours commence at 8:00am U.S. Eastern time and conclude at 6:00pm Pacific time. Normal Business Hours are within the London time zone (GMT/BST) for EMEA-based Customers; and the Australian East Coast time zone (AEST/AEDT) for APAC-based Customers. DTEX provides Support Services in English.

1.5 Scope of Support Services. DTEX Support Services include assistance in identifying and diagnosing problems with the DTEX Solution (such as error messages, bug fixes, basic “how-to” functionality questions, access issues, application updates and upgrades). Customers must promptly advise DTEX of any error or defect with the DTEX Solution for which DTEX provides Support Services under the Agreement, and must provide reasonable assistance and cooperation to allow DTEX to define and resolve such error or defect. Customer assistance and cooperation generally includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized Customer Support Services contacts.

1.6 Support Services Ticket. Customers may initiate a Support Services request by creating a new ticket at <https://support.mydtex.net>, or by sending an email to support@dtex.ai. Any other method of requesting support (e.g., direct calls or emails to a DTEX representative) may result in delays in addressing the Support Service issue. Customers who have purchased “**DTEX i3 Services**” can initiate Investigation or Intelligence Requests in the Support Services Center at <https://support.mydtex.net>, or by sending an email to investigations.i3@dtex.ai for Investigation Requests or intelligence.i3@dtex.ai for Intelligence Requests.

2. DTEX SUPPORT SERVICES DEFINITIONS; SEVERITY LEVEL DEFINITIONS

2.1 Severity Levels. The DTEX Support Services team shall assign a severity level to each incident after assessing the impact (“**Severity Levels**”) in Tables 1 and 2 below, as determined by DTEX in its sole reasonable discretion. Severity Levels are also associated with response times and targeted issue resolution times. These definitions are used to prioritize response resources for resolving issues. For Customers with i3 Services, Customer requests are subject to the Severity Levels and Target Response/Target Resolution times as described below. DTEX will also offer a Customer escalation process to facilitate unresolved Customer issues. After the incident is logged, DTEX Support will classify the incident, provide the initial Support Services, and/or escalate the incident accordingly.

Table 1. DTEX Solution Support Severity Levels

Table 1. Software Support Severity Levels

Severity 1- Critical / System Down	Severity 2- Severe	Severity 3- Moderate	Severity 4- Limited
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• Critical loss of service or production down situations. • Applies only to production; inability to access services, causing critical operational impact and requiring immediate response. • The production down incident affects multiple locations or a high number of users in one location.	• Severe loss of functionality or performance. • Major feature/product failure, where short-term workaround may exist. • The service is usable but severely limited or restricted in its use. A high number of users are unable to perform their functions.	• Incidents that cause non-critical product features or services to malfunction consistently. • Feature/product failure where an acceptable workaround is available. Problems with a function in the software cause inconvenience to users.	• Incidents that do not compromise production or for which a suitable workaround has been identified. • Operational questions and informational requests. Limited impact and urgency of work are not directly impacted.
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Table 2. i3 Services Severity Levels

Severity 1	Severity 2	Severity 3
High priority investigations that do not require historical data restores.	High priority investigations relying on historical data (up to 365 days).	Lower priority investigation or intelligence requests.

Table 3. Target Response/Target Resolution Times
(Standard Support Option)

Severity Level	Severity 1	Severity 2	Severity 3	Severity 4
Target Response Time	Within 2 hours during Normal Business Hours	Within 4 hours during Normal Business Hours	Within 1 Normal Business Day	Within 5 Normal Business Days
**Target Resolution Time	Within 5 Normal Business Days	Within 10 Normal Business Days	Within 20 Normal Business Days	Within 30 Normal Business Days

**For purposes of this Schedule, “Target Resolution Time” is a good faith DTEX estimate of an approximate time frame in which impacted DTEX Solution functions can be restored by DTEX engineering technicians, enabling the DTEX Solution to resume its performance in all material respects in conforming with the applicable Documentation, which may be satisfied by way of an executable code based, workaround, patch or fix managed by DTEX (or provided to Customer with respect to Forwarder Software). After DTEX Solution performance has been restored consistent with this Schedule for Severity 1 and 2 level defects, DTEX will continue working during Normal Business Hours to develop a complete resolution of the error or defect. For the Forwarder Software, Target Resolution Time is limited to commercially reasonable efforts to provide a permanent solution or temporary workaround or otherwise resolve an incident.

Table 4. Target Response/Target Resolution Times
(Premium Support Option)

Severity Level	Targeted Response Time	Targeted Resolution Time
Severity 1	Within 1 hour outside of Normal Business Hours	Within 5 Normal Business Days
Severity 2	Within 2 hours outside of Normal Business Hours	Within 10 Normal Business Days
Severity 3	Within 1 Normal Business Day	Within 20 Normal Business Days
Severity 4	Within 5 Normal Business Days	Within 30 Normal Business Days

2.2 Excluded Items. Support Services do not include training, setup assistance, diagnosis of Customer interface problems or integration or programming services for customized DTEX Solutions, consulting, equipment operation/problem support, or data correction. DTEX may provide Support Services for the excluded services at DTEX’s then-current rates at its option.

2.3 Support Services Changes. Support Services hours, time zones, and policies are subject to change at the option of DTEX, and DTEX will provide thirty (30) days prior written notice of any material changes to these Support Services terms.

3. PHONE SUPPORT

Inbound or on-demand calls are not currently a DTEX Support offering. At times it may be necessary to escalate to a live troubleshooting session. While Customer may request to escalate to a live call, the DTEX support engineer will determine at his/her sole discretion whether (a) the live call is necessary and (b) sufficient information has been provided to DTEX to allow the call to be successful.

As a result of a qualifying ticket, the DTEX Support engineer or agent may suggest a link to connect or agree to use the Customer’s preferred live troubleshooting tool to connect at a mutually agreed upon time. By default, such troubleshooting calls will be scheduled for 30 minutes in duration maximum.

4. SCHEDULED MAINTENANCE

DTEX reserves the right to perform routine maintenance on the DTEX Solution when deemed necessary. If the maintenance to be performed may result in downtime, DTEX will schedule the maintenance as described below in Section 8.2 in an effort to minimize disruption. However, if the maintenance is considered an emergency (e.g. Security patches, performance degradation fixes, etc.), the maintenance effort may be performed immediately in order to address issues as quickly as possible.

5. EXCLUSIONS

DTEX will correct, fix, restore and update the DTEX Solution as described in DTEX Documentation in those areas under DTEX's direct control, and therefore the Customer's entitlement to the remedies set out in this Schedule are subject to the following exclusions: (a) Factors outside DTEX's reasonable control (for example, force majeure events, such as natural disaster, war, acts of terrorism, riots, pandemics, government action, or a network or device failure external to DTEX's data centers, including at Customer site or between the Customer site and DTEX's data center); (b) non-availability of a DTEX Solution during a scheduled maintenance or emergency maintenance event; (c) Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer use of the DTEX Solution in a manner inconsistent with the features and functionality of the DTEX Solution (for example, use outside of the DTEX Solution's data volume and retention limits, and improper use of mobile SDK or API) or inconsistent with DTEX's published Documentation (including published DTEX Solution implementation guidelines); (d) use of the Forwarder Software on unsupported hardware, equipment or systems, or in connection with third-party software conflicts, APIs, hardware (including any customer infrastructure, cloud provider, ISP), interfaces or data formats other than those included with the Software as described in the Documentation; (e) Customer's use of a third-party service after DTEX advised Customer to modify the use of said service, yet the service remained unmodified; (f) Customer's attempts to perform operations that exceed prescribed quotas or that resulted from DTEX's throttling of suspected abusive behavior; (g) Customer outage, which prevents access to the DTEX Solution platform infrastructure; or (h) Customer failure to update internal credentials, prohibiting the use of DTEX Solution (e.g. failure to update Forwarder Software credentials).

6. DOCUMENTATION. The "Documentation" means the online technical product documentation, user instructions and manuals, release notes and files and information made available to Customer by DTEX as part of the Software, as may be updated from time to time by DTEX. The Documentation is available within DTEX's customer portal at <https://support.mydtx.net>. The Documentation is deemed DTEX's confidential information. In order to ensure the confidentiality and integrity of the Customer systems, Customers must notify DTEX as soon as practical if an employee has separated from the organization..

7. NEW DTEX RELEASES AND UPDATES.

7.1 New Releases. DTEX will implement all new releases to the DTEX Solution which may include fixes and defect corrections as well as new features, functionalities and capabilities. DTEX may update the content, functionality and user interface of the DTEX Solution from time to time at its sole discretion and in accordance with the Agreement. DTEX Solution updates do not include, however, new DTEX Solution features, functionalities, or capabilities embodied in new modules or new applications that DTEX makes available generally to its customers for a separate fee.

7.2 Forwarder Software. DTEX will provide Support Services for the Forwarder Software limited as follows: DTEX supports the two (2) most recent Minor Versions (defined below) of the Forwarder Software through the release of Patches (defined below). For the purposes of this Section 7.2, a new Major Version is treated as a new Minor Version. Where DTEX has released an update addressing a known bug or vulnerability, Customer may be required to update to that version of the Forwarder Software as the resolution. Upon making a new Major or Minor Version generally available to DTEX customers (the "**New Release Date**"), the oldest Minor Version supported at the time of such new release (a "**Deprecated Version**") becomes ineligible for any Support Services except as specified in Section 7.3 below. When referring to releases, the Patch is commonly omitted. For example, both 6.1.3 and 6.1.4 may be referred to as version 6.1. Versioning by DTEX generally follows industry-standard semantic versioning principles. Exceptions to industry-standard semantic versioning principles will be noted in the applicable version release notes. In addition, Support Services for the Forwarder Software include support for endpoints running on operating systems specified in the Documentation but limited to the two most recent Major Versions of the applicable operating systems. Support Services are further limited to Major Versions of the operating system still generally supported by the applicable manufacturer but not as extended support or similar.

7.3 Deprecated Versions. Support Services for a Deprecated Version is limited to then existing Customer installations of the Software as of the New Release Date and includes: (a) guidance and advice for 12 months from the New Release Date; and (b) workarounds, hot fixes, and patches for Severity 1 Incidents and critical vulnerabilities (as reasonably determined by DTEX) for six (6) months from the New Release Date.

8. DEFINITIONS

For purposes of this Policy, the following definitions apply:

8.1 “**Customer**” means the entity that has licensed the Software from DTEX under the Agreement.

8.2 “**DTEX Solution**” means DTEX’s proprietary, cloud-based internal threat detection service, and shall include without limitation all Forwarder Software, features, platform access rights, and elements of same, including all corrections, bug fixes, patches, maintenance releases, security updates, and minor improvements provided by DTEX under Customer’s subscription, as well as all Documentation provided in connection with same. For clarity, the DTEX Solution does not include new products, new modules, or new features that are separately licensed or subject to additional fees.

8.3 “**Forwarder Software**” means software licensed by DTEX to Customer that is typically deployed on Customer’s endpoints to enable access to and use of the DTEX Solution.

8.4 “**Major Version**” follows the format of M.m.p, where M indicates the Major Version.

8.5 “**Minor Version**” follows the format of M.m.p, where m indicates the Minor Version.

8.6 “**Patch Release**” follows the format of M.m.p, where p indicates the Patch.

8.7 “**Subscription Term**” means the term during which Customer is entitled to receive Support Services under the Agreement.

SCHEDULE 3 SERVICE LEVEL COMMITMENT

1. **Availability.** The DTEX Solution will be available at least **99.50%** of each month during the Term ("**Availability**"), excluding "**Scheduled Downtime**" and "**Other Causes**" ("**Service Level Commitment**"). The DTEX Solution are Available when Users are able to successfully login to the DTEX platform and access their Tenant(s).

1.1. "**Scheduled Downtime**" means the downtime resulting from either a Force Majeure event(s) or for regular maintenance, improvements and upgrades.

1.2. "**Other Causes**" means: (a) downtime caused solely by Customer and Users' use of the DTEX Solution other than in accordance with the Agreement; (b) lack of Availability or untimely response time from Customer with regard to incidents that require Customer participation for source identification and/or resolution; (c) the impairment or unavailability of minor features or functionality that do not adversely affect the User experience or productivity such as cosmetic defects or pending requests for functionality or configuration changes not included in the core DTEX Solution offering; (d) system impairment or unavailability caused by scheduled routine activities such as the loading of new data; and (e) Customer's or Users' computers or network equipment and any third party activities, equipment or software not within DTEX's direct control.

1.3. Customer may request monthly Availability information from DTEX by written request.

2. **Scheduled and Unscheduled Maintenance.**

2.1. Regularly scheduled maintenance time does not count as downtime. Maintenance time is considered regularly scheduled if it is communicated in accordance with Section 4 below at least forty-eight (48) hours in advance of the maintenance time. DTEX hereby provides notice that, on a weekly basis, Sunday is reserved for routine scheduled maintenance for use as needed; the timing of which depends on the location of the Customer Materials (See Schedule 2).

2.2. In emergency conditions, DTEX in its sole discretion may take the DTEX Solution down for unscheduled maintenance and, in that event, will attempt to notify Customer in advance in accordance with the Section 4 below. Such unscheduled maintenance will not be counted against the Service Level Commitment.

3. **Downtime Measured.**

The Service Level Commitment and Availability percentage is calculated by subtracting the "**Total Minutes in a Calendar Month**" by the "**Total Number of Downtime Minutes**", divided by the "**Total Minutes in a Calendar Month**", multiplied by 100:

"**Availability**" as a percentage = $\frac{[(\text{Total Minutes in the calendar month} - \text{Downtime}) * 100]}{(\text{Total Minutes in the Calendar Month})}$

(Total Minutes in the Calendar Month)

Customer will notify DTEX of any downtime experience within forty-eight (48) hours of the incident, and Customer must obtain a "support ticket" reference number in order to track Support Services results and to qualify for calculation against the Service Level Commitment hereunder. The measurement of record for availability of the DTEX Solution shall be DTEX's system logs and other records.

4. **Updates/Notice.** Notice provided by DTEX will be sufficient if posted on the DTEX Support Services page located at <https://support.mydtex.net> or as delivered directly to Customer's Administrators, in a timely manner.

- 5. Remedies.** If, in any calendar month during the Subscription Term, DTEX Solution fall below the availability percentages listed below, and provided that Customer is not in material breach of this Agreement, then DTEX will grant Customer a credit for that month in the form of additional access to the DTEX Solution at no additional cost at the end of the Subscription Term set forth in the Order Form based on the table set forth below ("**Service Credits**") solely for the additional period of time specified below.
- 6. Service Credit Table.** In order to be eligible for the remedies set forth above in Section 5 above, Customer must electronically submit a claim for the credit to support@dtexsystems.com within seven (7) days of the end of the month in which the DTEX Solution fall below the availability defined below. DTEX will make all credit determinations in its reasonable discretion and will notify the designated contact(s) in writing (which may be in the form of an email) of its decision. If any request is rejected, DTEX's notification form will contain reasonable details for such rejection.

<i>Availability</i>	<i>Service Credit</i>
98.5 – 98.9%	5 days
97.0 – 98.49%	10 days
95.0 – 96.9%	15 days
95% or less	20 days

- 7. Exclusion of Trial and Demo Accounts.** DTEX trial, proof of value, evaluation and/or demo accounts and other test environments are expressly excluded from this Service Level Commitment or any other DTEX service level commitment.
- 8. Disclaimer.** The DTEX Solution provides granular configuration options and dashboards for use by Customer to actively review and control incoming data volumes from Forwarder Software. After deployment, Customer is ultimately responsible for ensuring that Forwarder Software and endpoint data volumes remain within acceptable limits as defined in the Documentation. DTEX reviews and provides a default configuration in which the necessary filters are applied during provisioning. Should these filters be modified, or new data sources introduced, such that the average data volume limit exceeds the Documentation, DAS performance may be adversely affected, and the agreed Service Level Commitment will be void. Alternatively, DAS architecture can be scaled to meet the additional data volume, at Customer's expense.

SCHEDULE 4 DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) supplements the DTEX Systems, Inc. Master SaaS Agreement, or other agreement in place between Customer and DTEX covering Customer’s use of DTEX Solution and related Support Services (the “**Agreement**”). Unless otherwise defined in this DPA or in the Agreement, all capitalized terms used in this DPA will have the meanings given to them in Section 9 of this DPA.

1. Scope and Term.

1.1 **Roles of the Parties.** For the purposes of the Agreement, the Parties agree that:

(a) Customer is either a Controller of Customer Data, or a Processor of Customer Data acting on another Controller’s behalf (e.g. Customer’s Affiliate) while passing down relevant processing instructions to DTEX. Processing details are stated in **Appendix 1 (Description of Processing)**.

(b) DTEX is a Processor (or respectively, a Sub-processor) of Customer Data. Processing details are stated in Appendix 1 (Description of Processing).

1.2 **Term of the DPA.** The term of this DPA coincides with the term of the Agreement and terminates upon expiration or earlier termination of the Agreement (or, if later, the date on which DTEX ceases all Processing of Customer Personal Data).

1.3 **Order of Precedence.** If there is any conflict or inconsistency among the following documents, the order of precedence from highest to lowest will be: (1) the applicable terms stated in **Appendix 2 (Region-Specific Terms)** including any transfer provisions); (2) **Appendix 1 (Description of Processing)**; (3) the main body of this DPA; and (4) the Agreement.

2. Processing of Personal Data.

2.1 Customer Instructions.

2.1.1 This DPA, the Agreement, applicable Orders and Customer’s use of the Products (including relevant configurations and settings) and related Support and Advisory Services constitute Customer’s documented instructions regarding DTEX’s Processing of Customer Data (“**Documented Instructions**”).

2.1.2 DTEX must Process Customer Data solely in accordance with the Documented Instructions, as further stated in Section 6.1 of **Appendix 1 (Description of Processing)**.

2.1.3 Customer:

- (a) must ensure its Documented Instructions comply with Applicable Data Protection Law. DTEX is not responsible for monitoring Customer's compliance with Applicable Data Protection Law; and
- (b) is responsible for determining whether the DTEX Solution and related Support Services are appropriate for the Processing of Customer Data under Applicable Data Protection Law.

2.2 **Confidentiality.** DTEX must treat Customer Personal Data as Customer’s Confidential Information under the Agreement. DTEX must ensure personnel authorized to Process Personal Data are bound by written or statutory obligations of confidentiality.

3. Security.

3.1 Security Measures. DTEX has implemented and will maintain appropriate technical and organizational measures designed to protect the security, confidentiality, integrity and availability of Customer Data and protect against Security Incidents. Customer is responsible for configuring the Products and using features and functionalities made available by DTEX to maintain appropriate security in light of the nature of Customer Data. DTEX's current technical and organizational measures are described in the attached **Schedule 5 (Security Addendum)**. Customer acknowledges that the Security Measures are subject to technical progress and development and that DTEX may update or modify the Security Measures from time to time, provided that such updates and modifications do not materially decrease the overall security of the DTEX Solution during a Subscription Term.

3.2 Security Incidents. DTEX must notify Customer without undue delay and, where feasible, no later than seventy-two (72) hours after becoming aware of a Security Incident. DTEX must make reasonable efforts to identify the cause of the Security Incident, mitigate the effects and remediate the cause to the extent within DTEX's reasonable control. Upon Customer's request and taking into account the nature of the Processing and the information available to DTEX, DTEX must assist Customer by providing information reasonably necessary for Customer to meet its Security Incident notification obligations under Applicable Data Protection Law. DTEX's notification of a Security Incident is not an acknowledgment by DTEX of its fault or liability.

4. Sub-processing

4.1 General Authorization. By entering into this DPA, Customer provides general authorization for DTEX to engage Sub-processors to Process Customer Personal Data. DTEX must: (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect Customer Personal Data to the standard required by Applicable Data Protection Law and to the same, general standards provided by this DPA; and (ii) remain liable to Customer if such Sub-processor fails to fulfill its data protection obligations with regard to the relevant Processing activities under the Agreement.

4.2 Notice of New Sub-processors. DTEX maintains an up-to-date list of its Sub-processors attached here as **Appendix 3**. DTEX will provide email notice to Customer, at least thirty (30) days before allowing any new Sub-processor to Process Customer Personal Data (the "**Sub-processor Notice Period**").

4.3 Objection to New Sub-processors. Customer may object to DTEX's appointment of a new Sub-processor during the Sub-processor Notice Period. If Customer objects, Customer, as its sole and exclusive remedy, may terminate the applicable Order Form for convenience for the affected DTEX Solution, with thirty (30) days prior notice, and the effective date of termination shall be the last day of the then active Subscription Term. If Customer exercises the foregoing rights, Customer acknowledges that Customer is not entitled to any refund of prepaid, unused fees for the remaining portion of the then active Subscription Term.

5. Assistance and Cooperation Obligations.

5.1 Data Subject Rights. Taking into account the nature of the Processing, DTEX must provide reasonable and timely assistance to Customer to enable Customer to respond to requests for exercising a data subject's rights (including rights of access, rectification, erasure, restriction, objection, and data portability) in respect to Customer Personal Data.

5.2 Cooperation Obligations. Upon Customer's reasonable request, and taking into account the nature of the Processing, DTEX will provide reasonable assistance to Customer in fulfilling Customer's obligations under Applicable Data Protection Law (including data protection impact assessments and consultations with regulatory authorities),

provided that Customer cannot reasonably fulfill such obligations independently with help of available Documentation.

5.3 Third Party Requests. Unless prohibited by Law, DTEX will promptly notify Customer of any valid, enforceable legal process or governmental request compelling DTEX to disclose Customer Personal Data. DTEX will follow its own law enforcement guidelines in responding to such requests. In the event that DTEX receives an inquiry or a request for information from any other third party (such as a regulator or data subject) concerning the Processing of Customer Personal Data, DTEX will redirect such inquiries to Customer, and will not provide any information unless required to do so under Law.

6. Deletion and Return of Customer Personal Data.

6.1 During Subscription Term. During the Subscription Term, Customer and its Users may, through the features of the DTEX Solution, access, retrieve or delete Customer Personal Data.

6.2 Post Termination. Following expiration or termination of the Agreement, DTEX must, in accordance with the Documentation, delete all Customer Personal Data. Notwithstanding the foregoing, DTEX may retain Customer Personal Data (i) as required by Applicable Data Protection Law or (ii) in accordance with its standard backup or record retention policies, provided that, in either case, DTEX will maintain the confidentiality of, and otherwise comply with the applicable provisions of this DPA with respect to, retained Customer Personal Data and not further Process it except as required by Applicable Data Protection Law.

7. Audit.

7.1 Audit Reports. DTEX is regularly audited by independent third-party auditors and/or internal auditors. Upon request, and on the condition that Customer has entered into an applicable non-disclosure agreement with DTEX, DTEX will supply a summary copy of relevant audit report(s) to Customer, so Customer can verify DTEX's compliance with the audit standards against which it has been assessed, and this DPA. If Customer cannot reasonably verify DTEX's compliance with the terms of this DPA, DTEX will provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to DTEX's Processing of Customer Personal Data, provided that such right may be exercised no more than once every twelve (12) months.

7.2 On-site Audits. Only to the extent Customer cannot reasonably satisfy DTEX's compliance with this DPA through the exercise of its rights under Section 7.1 above, or where required by Applicable Data Protection Law or a regulatory authority, Customer, or its authorized representatives, may, at Customer's expense, conduct audits (including inspections) during the Term of the Agreement to assess DTEX's compliance with the terms of this DPA. Any audit must (i) be conducted during DTEX's regular business hours, with reasonable advance written notice of at least sixty (60) calendar days (unless Applicable Data Protection Law or a regulatory authority requires a shorter notice period); (ii) be subject to reasonable confidentiality controls obligating Customer (and its authorized representatives) to keep confidential any information disclosed that, by its nature, should be confidential; (iii) occur no more than once every twelve (12) months; and (iv) restrict its findings to only information relevant to Customer.

8. International Provisions. To the extent DTEX Processes Personal Data protected by Applicable Data Protection Laws in one of the regions listed in **Appendix 2 (Region-Specific Terms)**, the terms specified for the applicable regions will also apply, including the provisions relevant for international transfers of Personal Data (directly or via onward transfer).

9. Definitions.

"Applicable Data Protection Law" means all Laws applicable to the Processing of Personal Data under the Agreement.

“Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Customer Personal Data” means Personal Data contained in Customer Data and/or Customer Materials that DTEX Processes under the Agreement solely on behalf of Customer. For clarity, Customer Personal Data includes any Personal Data included in the attachments/communications provided by Customer or its Users in any Support Services requests.

“Personal Data” means information about an identified or identifiable natural person, or which otherwise constitutes “personal data”, “personal information”, “personally identifiable information” or similar terms as defined in Applicable Data Protection Law.

“Processing” (and **“Process”** and **“Processed”**) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Security Incident” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data Processed by DTEX and/or its Sub-processors, and for the purposes of this definition, “Processing” includes Personal Data and Customer Data.

“Sub-processor” means any third party (including DTEX Affiliates) engaged by DTEX to Process Customer Personal Data.

Appendix 1

Description of Processing

1. **Categories of data subjects whose Personal Data is Processed:** Customer, its Users and employees.
2. **Categories of Personal Data Processed:** Customer Personal Data, the content of which is determined and controlled solely by Customer and its Users.
3. **Sensitive data transferred:** Subject to Section 3.3 of the Agreement (PHI and HIPAA) and **Schedule 1** of the Agreement (Acceptable Use Policy), Customer or its Users may not upload content to the DTEX Service platform which may include (i) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, (ii) genetic data, biometric data Processed for the purposes of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation, or (iii) data relating to criminal convictions and offences (collectively "**Sensitive Data**"), which is determined and controlled solely by Customer and its Users.
4. **The frequency of the transfer:** Continuous.
5. **Nature of the Processing:** DTEX will Process Personal Data in order to provide the DTEX Solution and related Support Services in accordance with the Agreement, including this DPA. Additional information regarding the nature of the Processing (including transfer) is described in respective Order Forms for relevant Products and Documentation referring to technical capabilities and features, including but not limited to collection, structuring, storage, transmission, or otherwise making available of Personal Data by automated means.
6. **Purpose(s) of the Processing:** To provide the Products and Services as set forth in the Agreement.
 - 6.1 **Customer Data:** DTEX will Process Customer Data as a Processor in accordance with Customer's Documented Instructions to:
 - (a) provide and improve the DTEX Solution and related Support Services for Customer, and enable the use of various features and functionalities in accordance with the Documentation and as directed by Users through the DTEX Solution platform, including investigating Security Incidents, and resolving issues, bugs and errors;
 - (b) enforce the Acceptable Use Policy (attached to the Agreement as **Schedule 1**);
 - (c) comply with DTEX's legal obligations.
 - 6.2 **Controller Activities.** DTEX is a Controller of Personal Data as specified in DTEX's [Privacy Policy](#). This DPA does not limit or prohibit DTEX from acting in that capacity.
7. **Duration of Processing:** DTEX will Process Customer Personal Data for the Term of the Agreement as outlined in Section 6 (Deletion and Return of Customer Personal Data) of the DPA.
8. **Transfers to Sub-processors:** DTEX will transfer Customer Personal Data to Sub-processors as permitted in Section 4 (Sub-processing) of the DPA.

Appendix 2 Region-Specific Terms

Unless otherwise defined in this DPA or in the Agreement, all capitalized terms used in this **Appendix 2** will have the meanings given to them in Section 4 of this **Appendix 2**.

1. Europe, United Kingdom and Switzerland.

1.1 Customer Instructions. In addition to Section 2.1 (Customer Instructions), and **Appendix 1 (Description of Processing)** of the DPA above, DTEX will Process Customer Personal Data only on Documented Instructions from Customer, including with regard to transfers of such Customer Personal Data to a third country or an international organisation, unless required to do so by Applicable Data Protection Law to which DTEX is subject; in such a case, DTEX shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. DTEX will promptly inform Customer if it becomes aware that Customer's Processing instructions infringe Applicable Data Protection Law.

1.2 European Transfers. Where Personal Data protected by the EU Data Protection Law is transferred, either directly or via onward transfer, to a country outside of Europe that is not subject to an adequacy decision, the following applies:

- (a) The EU SCCs are hereby incorporated into this DPA by reference as follows:
 - (i) Customer is the “data exporter” and DTEX is the “data importer.” (ii) Module Two (Controller to Processor) applies where Customer is a Controller of Customer Personal Data and DTEX is Processing Customer Personal Data as a Processor. (iii) Module Three (Processor to Processor) applies where Customer is a Processor of Customer Personal Data and DTEX is Processing Customer Personal Data as another Processor. (iv) By entering into this DPA, each party is deemed to have signed the EU SCCs as of the commencement date of the Agreement.
- (b) For each Module, where applicable:
 - (i) In Clause 7, the optional docking clause does not apply.
 - (ii) In Clause 9, Option 2 applies, and the time period for prior notice of Sub-processor changes is stated in Section 4 (Sub-processing) of this DPA.
 - (iii) In Clause 11, the optional language does not apply.
 - (iv) In Clause 17, Option 1 applies, and the EU SCCs are governed by Irish law.
 - (v) In Clause 18(b), disputes will be resolved before the courts of Ireland.
 - (vi) The Appendix of EU SCCs is populated as follows:
 - The information required for Annex I(A) is located in the Agreement and/or relevant Order Forms.
 - The information required for Annex I(B) is located in **Appendix 1 (Description of Processing)** of this DPA.
 - The competent supervisory authority in Annex I(C) will be determined in accordance with the Applicable Data Protection Law; and
 - The information required for Annex II is located in the attached **Schedule 5 (Security Addendum)**.

1.3 Swiss Transfers. Where Personal Data protected by Swiss Data Protection Law is transferred, either directly or via onward transfer, to any other country that is not subject to an adequacy decision, the EU SCCs apply as stated in in Section 1.2 (European Transfers) above with the following modifications:

- (a) All references in the EU SCCs to “Regulation (EU) 2016/679” will be interpreted as references to Swiss Data Protection Law, and references to specific Articles of “Regulation (EU) 2016/679” will be replaced with the equivalent article or section of Swiss Data Protection Law; all references to the EU Data Protection Law in this DPA will be interpreted as references to Swiss Data Protection Law.

- (b) In Clause 13, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.
- (c) In Clause 17, the EU SCCs are governed by the laws of Switzerland.
- (d) In Clause 18(b), disputes will be resolved before the courts of Switzerland.
- (e) All references to Member State will be interpreted to include Switzerland and Data Subjects in Switzerland are not excluded from enforcing their rights in their place of habitual residence in accordance with Clause 18(c).

1.4 United Kingdom Transfers. Where Personal Data protected by the UK Data Protection Law is transferred, either directly or via onward transfer, to a country outside of the United Kingdom that is not subject to an adequacy decision, the following applies:

- (a) The EU SCCs apply as set forth in Section 1.2 (European Transfers) above with the following modifications:
 - (i) Each party shall be deemed to have signed the UK Addendum. (ii) For Table 1 of the UK Addendum, the parties' key contact information is located in the Agreement and/or relevant Order Forms. (iii) For Table 2 of the UK Addendum, the relevant information about the version of the EU SCCs, modules, and selected clauses which this UK Addendum is appended to is located above in Section 1.2 (European Transfers) of this Appendix. (iv) For Table 3 of the UK Addendum:
 - The information required for Annex 1A is located in the Agreement and/or relevant Order Forms.
 - The Information required for Annex 1B is located in **Appendix 1 (Description of Processing)** of this DPA.
 - The information required for Annex II is located in the attached **Schedule 5 (Security Addendum)**.
 - The information required for Annex III is located in Section 4 (Sub-processing) of this DPA.

- (b) In Table 4 of the UK Addendum, both the data importer and data exporter may end the UK Addendum.

1.5 Data Privacy Framework. DTEX participates in and certifies compliance with the Data Privacy Framework. As required by the Data Privacy Framework, DTEX (i) provides at least the same level of privacy protection as is required by the Data Privacy Framework Principles; (ii) will notify Customer if DTEX makes a determination it can no longer meet its obligation to provide the same level of protection as is required by the Data Privacy Framework Principles, and (iii) will, upon written notice, take reasonable and appropriate steps to remediate any unauthorized Processing of Personal Data.

2. United States of America. The following terms apply where DTEX Processes Personal Data subject to the US State Privacy Laws:

2.1 To the extent Customer Personal Data includes personal information protected under US State Privacy Laws that DTEX Processes as a Service DTEX or Processor, on behalf of Customer, DTEX will Process such Customer Personal Data in accordance with the US State Privacy Laws, including by complying with applicable sections of the US State Privacy Laws and providing the same level of privacy protection as required by US State Privacy Laws, and in accordance with Customer's Documented Instructions, as necessary for the limited and specified purposes identified in Section 6.1 of **Appendix 1 (Description of Processing)** of this DPA.

2.2 DTEX will not:

- (a) retain, use, disclose or otherwise Process such Customer Personal Data for a commercial purpose other than for the limited and specified purposes identified in this DPA, the Agreement, and/or any related Order, or as otherwise permitted under US State Privacy Laws;

- (b) "sell" or "share" such Customer Personal Data within the meaning of the US State Privacy Laws; and
 - (c) retain, use, disclose or otherwise Process such Customer Personal Data outside the direct business relationship with Customer and not combine such Customer Personal Data with personal information that it receives from other sources, except as permitted under US State Privacy Laws.
- 2.3 DTEX must inform Customer if it determines that it can no longer meet its obligations under US State Privacy Laws.
- 2.4 Customer may take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Customer Personal Data.
- 2.5 To the extent Customer discloses or otherwise makes available Deidentified Data to DTEX or to the extent DTEX creates Deidentified Data from Customer Personal Data, in each case in its capacity as a Service Provider, DTEX will:
- (a) adopt reasonable measures to prevent such Deidentified Data from being used to infer information about, or otherwise being linked to, a particular natural person or household;
 - (b) publicly commit to maintain and use such Deidentified Data in a de-identified form and to not attempt to re-identify the Deidentified Data, except that DTEX may attempt to re-identify such data solely for the purpose of determining whether its de-identification processes are compliant with the US State Privacy Laws; and
 - (c) before sharing Deidentified Data with any other party, including Sub-processors, contractors, or any other persons ("**Recipients**"), contractually obligate any such Recipients to comply with all requirements of this Section 2.5 (including imposing this requirement on any further Recipients).

3. Definitions.

"Deidentified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, a data subject.

"Data Privacy Framework" means the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework self-certification program operated by the US Department of Commerce.

"Europe" includes, for the purposes of this DPA, the Member States of the European Union and European Economic Area.

"EU Data Protection Law" includes (i) the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation, or GDPR) and (ii) the EU e-Privacy Directive (Directive 2002/58/EC) as amended, superseded or replaced from time to time.

"EU SCCs" means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended, superseded, or replaced from time to time.

"Service Provider" has the same meaning as given in the CCPA.

“Swiss Data Protection Law” means the Swiss Federal Act on Data Protection and its implementing regulations as amended, superseded, or replaced from time to time.

“UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022, as amended, superseded or replaced from time to time.

“UK Data Protection Law” means the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 as amended, superseded or replaced from time to time.

“US State Privacy Laws” means all applicable state laws relating to the protection and Processing of Personal Data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its implementing regulations (**“CCPA”**)

SCHEDULE 5 SECURITY ADDENDUM

This Security Addendum is part of the Agreement with DTEX. Any capitalized terms used but not defined in this Security Addendum have the meaning set forth in the Agreement. The computing services utilized to offer the DTEX Solution are cloud-based and provided to DTEX via one or more cloud service providers and represent DTEX's cloud-based infrastructure for the DTEX Solution.

1. DTEX AUDITS AND CERTIFICATIONS.

1.1. The information security management system used to provide the DTEX Solution will be assessed by independent third-party auditors as described in the following audit report ("**Third-Party Audits**") on not less than an annual basis.

- SOC 2 Type II

1.2. Third-Party Audit reports are made available to Customer as described in Section 10.1 below.

1.3. To the extent that DTEX decides to discontinue a Third-Party Audit, DTEX will adopt an equivalent, industry-recognized framework.

2. HOSTING LOCATION OF CUSTOMER DATA AND CONTENT.

2.1. Customer Materials including Customer Data will be stored and processed by DTEX and its vendors in data centers located in the geographic region specified in the active Customer Order Form or as agreed to otherwise in writing.

2.2. Customer may request to have its Customer Materials including Customer Data stored in a separate specific geographic region. DTEX will use commercially reasonable efforts to do so where supported by DTEX's underlying cloud service provider(s) and where otherwise in compliance with applicable laws and regulations.

3. ENCRYPTION.

3.1. DTEX encrypts Customer Materials and Customer Data at-rest using AES 256-bit (or better) encryption. DTEX uses Transport Layer Security 1.2 (or better) for Customer Materials including Customer Data in-transit over public or untrusted networks.

3.2. DTEX rotate encryption keys at least annually and utilizes key management technologies to safeguard critical encryption keys. DTEX logically separates encryption keys from Customer Materials including Customer Data.

4. SYSTEM AND NETWORK SECURITY.

4.1. DTEX personnel access to the cloud infrastructure is with a unique user ID and is consistent with the principle of least privilege. Access requires a secure connection, multi-factor authentication, and passwords meeting or exceeding reasonable length and complexity requirements.

4.2. DTEX personnel will not access Customer Materials including Customer Data, except (i) to provide or support the DTEX Solution or (ii) to comply with the law or a binding order of a governmental body.

4.3. In accessing the cloud infrastructure, DTEX personnel will use company-issued laptops which utilize security controls that include encryption and that also include endpoint detection and response tools to monitor and alert for suspicious activities, malicious code, and vulnerability management as described in Section 4.7 below.

4.4. The cloud-based infrastructure leverages industry-standard threat detection tools with daily signature updates, which are used to monitor and alert for suspicious activities, potential malware, viruses and/or malicious computer code (collectively, **“Malicious Code”**). DTEX does not have an obligation to monitor Customer Data or Input (as defined in **Schedule 6, AI Terms Addendum**) for Malicious Code.

4.5. DTEX engages an independent third party to conduct penetration tests of the Service at least annually. Summary results of such penetration tests can be made available to Customer as described in Section 10.1 at Customer request, and contain, at a minimum: (i) name of penetration testing organization, (ii) date(s) of penetration test, (iii) scope of penetration test, (iv) mode of test / testing approach, and (v) brief summary of the findings.

4.6. DTEX performs regular vulnerability scanning using automated tools that reference publicly available vulnerability databases, such as the National Vulnerability Database (**“NVD”**) or equivalent sources, to identify known vulnerabilities in software components used within the environment.

4.7. DTEX shall remediate critical and high severity vulnerabilities identified in the Services or Software within thirty (30) days after DTEX has confirmed that the vulnerability exists in its codebase. The severity of vulnerabilities shall be determined based on the Common Vulnerabilities and Exposures (**“CVE”**) system as published by the National Vulnerability Database (NVD) (<https://nvd.nist.gov/vuln>), using the most current version of the Common Vulnerability Scoring System (**“CVSS”**) base with environmental score as supported by the NVD (<https://nvd.nist.gov/vuln-metrics/cvss>). If a vulnerability is attributable to a third-party library or component integrated into the Services or Software, DTEX shall have no obligation to remediate such vulnerability until a patch or fix addressing the vulnerability is made available by the applicable third-party provider. Upon availability of such a patch, DTEX shall implement the remediation within a commercially reasonable timeframe.

5. **ADMINISTRATIVE CONTROLS.**

5.1. DTEX maintains security awareness and training programs for its personnel including at time of on-boarding and at least annually thereafter. Such security awareness training includes the following topics: (i) individual responsibilities in terms of information security and data privacy, (ii) understanding of DTEX IT security policies and standards, (iii) guidance on how to protect information from existing and emerging cyber threats such as phishing emails, and (iv) requirements for maintaining the security of their devices, credentials, and accounts.

5.2. DTEX trains all software developers on secure development practices appropriate to their role at least annually. Training content is adjusted depending on the evolving threat landscape and may include threat modeling, secure design principles, prevention of authentication and authorization bypass attacks, prevention cross-site scripting attacks, prevention of cross-site request forgery attacks, and prevention of the use of vulnerable libraries.

5.3. DTEX personnel are required to sign confidentiality agreements and are required to acknowledge responsibility for reporting security incidents involving Customer Materials including Customer Data.

5.4. DTEX removes access to critical systems (including systems containing Customer Materials including Customer Data) for all separated personnel within 1 day and removes access to all systems within 3 days. DTEX additionally reviews the access privileges of its personnel to its cloud environment at least quarterly.

5.5. DTEX reviews external threat intelligence, including US-Cert vulnerability announcements and other trusted sources of vulnerability reports. U.S.-Cert announced vulnerabilities rated as critical or high are prioritized for remediation in accordance with Section 4.6.

5.6. DTEX will conduct the following background screening checks for all personnel with access to Customer Materials including Customer Data, to the extent permitted under applicable law: (i) ID check, (ii) right to work check, and (iii) criminal history check.

5.7. DTEX reviews all highly-privileged accounts (“administrator” or “root” accounts) in systems that contain or have access to Customer Materials including Customer Data at least annually and reduces administrative access if it is no longer needed (in other words, the least privilege principles are followed).

6. VENDORS AND SUB-PROCESSORS.

6.1. DTEX ensures that any of its vendors that process Customer Materials including Customer Data maintain security measures consistent with DTEX’s obligations under this Security Addendum.

6.2. DTEX maintains a list of sub-processors attached hereto **Appendix 3**.

7. PHYSICAL DATA CENTER CONTROLS.

7.1. The cloud infrastructure used to provide the DTEX Solution is maintained by one or more cloud service providers. DTEX ensures that its cloud service providers data centers have appropriate controls as audited under their third-party audits and certifications. Each cloud service provider will have SOC 2 Type II annual audit and ISO 27001 certification, or industry recognized equivalent frameworks. Such controls include:

1. Physical access to facilities are controlled at building ingress points;
2. Visitors are required to present ID and must be signed in;
3. Physical access to servers is managed by access control devices;
4. Physical access privileges are reviewed regularly;
5. Facilities utilize monitor and alarm response procedures;
6. Facilities utilize CCTV;
7. Facilities have adequate fire detection and protection systems;
8. Facilities have adequate back-up and redundancy systems; and
9. Facilities have appropriate climate control systems.

7.2. DTEX does not maintain physical offices other than for limited corporate and executive purposes. Under no circumstances is Customer Materials including Customer Data stored or hosted at such offices.

8. INCIDENT DETECTION AND RESPONSE.

8.1. If DTEX becomes aware of a breach of security leading to the destruction, loss, alteration, unauthorized disclosure of, or access to Customer Materials including Customer Data (a “**Security Incident**”), DTEX will notify Customer without undue delay, and in any case, within **72 hours** after becoming aware. Customer will be notified at the security notice email address indicated on the currently operative Order Form or as otherwise determined appropriate by DTEX.

8.2. In the event of a Security Incident as described above, DTEX will promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Any logs determined to be relevant to a Security Incident, will be preserved for at least one year.

8.3. DTEX will provide Customer with timely information about the Security Incident, including the nature of the Security Incident, the status of DTEX’s investigation, and a contact point from which additional information may be obtained. Customer acknowledges that because DTEX personnel may not have visibility to the content of Customer Materials including Customer Data, it may be the case that DTEX is unable to provide detailed analysis of the type of

Customer Materials including Customer Data impacted by the Security Incident. Communications in connection with a Security Incident will not be construed as an acknowledgment by DTEX of any fault or liability with respect to the Security Incident.

9. **AUDIT LOGGING.**

9.1. DTEX will create, protect, and retain information system audit records to the extent needed to maintain integrity, and will enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity. Actions of human information system users can be uniquely traced to those users.

10. **CUSTOMER AUDIT RIGHTS.**

10.1. Upon request, and at no additional cost to Customer, DTEX will provide Customer and/or Customer's appropriately qualified third-party representative (collectively, the "**Auditor**") access to reasonably requested documentation evidencing DTEX's compliance with its obligations under this Security Addendum in the form of, as applicable, (i) DTEX's SOC 2 Type II audit report, (ii) relevant penetration test summaries and (iii) data flow diagrams, (collectively with Third-Party Audits, "**Audit Report**"). Where an Auditor is a third-party, such third party will be required to execute a separate confidentiality agreement with DTEX prior to any audit, access to penetration test summaries, or review of Audit Report, and DTEX may object in writing to such third party if in DTEX's reasonable opinion the third party is not suitably qualified. Any such objection will require Customer to appoint another third party to review such Audit Report. DTEX is not responsible for any expenses incurred by an Auditor in connection with any review of Audit Reports.

10.2. Once a year, Customer may submit reasonable security questionnaires and requests for updated security documentation, and DTEX commits to provide results within a timely fashion and at DTEX's own cost.

10.3. In the event of a Security Incident involving Customer Materials including Customer Data, DTEX commits that it will engage an independent forensic specialist or similar firm at its own cost, and to the extent that Customer Materials including Customer Data is impacted, DTEX will provide the results of such a report to Customer in a timely fashion.

11. **CUSTOMER RESPONSIBILITIES.**

11.1. It is Customer's responsibility to ensure that Customer is authorized to use any Input; or Customer Materials including Customer Data with the DTEX Solution, and that Customer's usage complies with relevant legal and regulatory obligations (and the DTEX Acceptable Use Policy).

11.2. Customer is responsible for managing and securing Customer's methods to access the DTEX Solution (for example, password, SSO connections, email inboxes for email-code-authentication, etc.). User credentials must be kept confidential and may not be shared with unauthorized parties. A single account may not be shared among multiple persons. Customer must promptly report any suspicious activities related to Customer's account(s) (such as when Customer reasonably believe that credentials have been compromised).

11.3. Customer is responsible for keeping Customer's relevant IT systems (such as the browser Customer uses to access the DTEX Solution) up-to-date and appropriately patched.

12. **BUSINESS CONTINUITY AND DISASTER RECOVERY.**

12.1. DTEX maintains business continuity plans that detail how operations will be maintained during an unplanned disruption in the DTEX Solution. This includes contingencies for business processes, assets, human resources, and

business partners, and cover key information, system, and services. Continuity plans are approved by senior management and reviewed and tested annually.

12.2. The DTEX Solution provides a resilient data path such that if a catastrophic failure of DTEX Analytic Server (“**DAS**”) were to occur, all endpoints with the Forwarder Software may continue to cache new data up to certain limitations as further described in the Documentation.

12.3. DTEX will use commercially reasonable effort to achieve a Recovery Point Objective (“**RPO**”) for the DTEX Solution within one (1) Normal Business Day (**see Schedule 2 for this definition**) and meet its standard Recovery Time Objective (RTO) within two (2) Normal Business Days.

12.4. Custom architectures to support higher levels of availability and/or alternative RPOs/RTOs can be scoped upon request and at an additional cost.

Appendix 3

List of Subprocessors
DTEX's Pre-Approved List of Subprocessors

Name of Subprocessor/Service Provider	Services	Location
Amazon Web Services	Infrastructure as a Service	410 Terry Ave North Seattle, WA 98190 USA
Atlassian	Support Services and Customer Portal	350 Bush Street, Floor 13 San Francisco, CA 94104, USA
Planhat, Inc.	Customer Success Management	2810 N Church St PMB 80657, Wilmington, DE 19802-4447, USA
Microsoft	Customer Communications and Reports	One Microsoft Way Redmond, Washington 98052 USA
SendGrid, Inc. (a Twilio company)	Outbound email from the DAS	1801 California Street, Suite 500, Denver, CO 80202-2618, USA
Dtex Systems Pty Ltd (Affiliate)	Engineering; Support Services	AU Cyber Collaboration Center Lot 14, Tech Central, Level 1, Frome Rd, Adelaide, South Australia 5000 Australia
DTEX SYSTEMS LTD. (Affiliate)	Engineering; Support Services	C/O Xeinadin 19-20 Bourne Court Southend Road Woodford Green Essex IG8 8HD, UK
TENEX.AI	Threat Detection Services	8586 Potter Park Dr, Sarasota FL 34238, USA
Google LLC	Infrastructure, security operations, incident response, and related services	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
Slack Technologies, LLC	Internal collaboration and communication	500 Howard Street, San Francisco, CA 94105, USA

SCHEDULE 6

AI TERMS ADDENDUM

The following terms (“**AI Terms**”) are hereby added to and become part of the Agreement. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement. The Agreement applies to the AI Features as part of the DTEX Solution with the following modifications.

- 1) **Use of AI Features.** Customer may submit Customer Materials including Customer Data (including in the form of prompts or queries) to the AI Features (“**Inputs**”) and receive outputs from the AI Features (“**Outputs**”).

“**AI Features**” means features of the DTEX Solution that rely on or otherwise leverage Generative AI Models.

“**Generative AI Models**” means large language models (LLMs) or other generative artificial intellectual models that have been trained on large corpus of datasets and are capable of producing various types of content (such as text, images, audio, and synthetic data) based on user-supplied prompts or queries.

- 2) **Training:**

DTEX may not use Inputs or Outputs to train or otherwise improve AI Features. DTEX is entitled, however, to use Usage Data (as defined in the Agreement) to train or improve AI Features.

- 3) **Intellectual Property:**

a. **Inputs** : Except for DTEX’s express rights in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer’s Inputs.

b. **Outputs**: Outputs are deemed to be Customer Data, subject to these AI Terms. Output excludes DTEX-owned Usage Data.

- 4) **Similar Outputs.** Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by DTEX to others.

- 5) **Infringement by Outputs.**

Due to the nature of the AI Features, DTEX does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in DTEX-covered claims under Section 9.1 of the Agreement. To the extent expressly permitted under the applicable Third-Party Terms, DTEX will pass through any indemnification with respect to infringement or misappropriation of third-party intellectual property rights by the applicable third-party Generative AI Models offered by the applicable Third-Party DTEXs.

- 6) **Disclaimer.** Outputs are generated through machine learning processes and are not reviewed, tested, verified, endorsed or guaranteed to be accurate, correct, complete or current by DTEX. Customer should independently review and verify all Outputs as to appropriateness and accuracy for any or all Customer use cases or applications. Relying upon any Outputs generated by the AI Features without first verifying the accuracy or appropriateness of such Outputs with a qualified human could cause harm, including but not limited to legal, financial, and physical harm. The warranty disclaimers and limitations of liability in the Agreement for the DTEX Solution apply to the AI Features.

- 7) **Third-Party DTEXs:**

DTEX has specified at <https://www.dtex.ai/dtex-ai3-terms/> (“**Ai3 Link**”) any third parties (“**Third-Party DTEXs**”) that provide the Generative AI Models that support the AI Features.

Customer's use of the AI Features shall be subject to, and Customer agrees to abide by, any third-party terms and conditions relating to the Generative AI Models that support the AI Features, as specified at the Ai3 Link as they may be modified from time to time by DTEX and/or its third party licensors or suppliers at any time by posting new terms at <https://www.dtexsystems.com/dtex-ai3-terms/> ("**Third-Party Terms**"), and which are incorporated into this Agreement by reference.

Customer further acknowledges and agrees that (i) the AI Features uses third-party Generative AI Models to power certain of its functionalities and certain content provided by DTEX in connection with the AI Features may be generated through use of such Generative AI Models, and (ii) the availability and operation of the AI Features may be dependent on DTEX's ability to access such third-party Generative AI Models. Customer is responsible for checking the Ai3 Link for updates. Any use by Customer of the AI Feature following a change to the Third-Party Terms shall constitute acceptance of such change. Customer is solely responsible for complying with the Third-Party Terms and Customer shall indemnify, defend and hold harmless the DTEX for all claims, damages and liabilities arising out of Customer's breach of any Third-Party Terms. DTEX cannot and does not guarantee that the AI Feature shall incorporate (or continue to incorporate) any particular third-party Generative AI Models and does not make any representations or warranties with respect to third-party Generative AI Models or any third-party suppliers or licensors. Any exchange of data with a third-party Generative AI Model is governed by the applicable Third-Party Terms.

8) Special Restrictions on Use of AI Features.

Customer will comply with the special restrictions on use of the AI Features specified at the Ai3 Link (if any)

The following restrictions are deemed part of the AUP attached hereto as **Schedule 1** of the Agreement. Without limiting any restrictions on use of the DTEX Solution in the Agreement, Customer will not and will not permit anyone else to:

- a) use the AI Features or any Output to infringe any third-party rights or violate any applicable laws, regulations, or rules,
- b) use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the DTEX Solution under this Agreement),
- c) represent any Output as being approved or vetted by DTEX,
- d) represent any Output as being an original work or a wholly human-generated work,
- e) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with Laws, or
- f) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.

9) Compliance with Laws. Customer is solely responsible for the selection, content, and submission of all Inputs and the use, reproduction, distribution, storage, and other processing of the Outputs. Customer will ensure that neither its Input nor its use of the Output will violate any applicable law, rule, or regulation, including intellectual property laws or data privacy and protection laws.