

AMPLIFY SECURITY BETA AGREEMENT

Last Updated: August [13], 2024

Please read this Beta Agreement (this “**Agreement**”) carefully because it governs your use of the proprietary software platform and services designed to enable software vulnerability and security management (the “**Services**”) offered by Amplify Security, Inc. (“**Amplify Security**”) to you (“**you**” or “**Customer**”).

1. **Agreement.** By using our Services, you agree to be bound by this Agreement. If you don’t agree to be bound by this Agreement, do not use the Services. You may use the Services only if you are 18 years or older and capable of forming a binding contract with Amplify Security, and not otherwise barred from using the Services under applicable law. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement. In that case, “you” or “Customer” will refer to that entity.

2. **Services.** Subject to the terms and conditions of this Agreement, Amplify Security will provide Customer with access to the Services, solely for Customer’s internal or personal use (as applicable) in accordance with any documentation or instructions provided by Amplify Security (the “**Documentation**”). Customer may be permitted to designate additional users who may access the Services (the “**Authorized Users**”). Customer will be responsible for any acts or omissions of any user (including any Authorized Users) that it allows to access the Services. Because our Services are evolving over time, Amplify Security may change or discontinue all or any part of the Services, at any time and without notice, at its sole discretion.

3. **Charges and Payment.**

(a) **Charges.** Amplify Security offers the Services as a beta program without charge. At any moment, Amplify Security may choose to institute charges for use of the Services. If that occurs, Customer will be notified and Customer agrees that its continued use of the Services will require payment of such charges.

(b) **Payment and Taxes.** If charges are instituted and Customer chooses to continue to use the Services, Customer agrees to pay them and Amplify Security may ask Customer to supply additional information to process such payment, including Customer’s credit card number, the expiration date of Customer’s credit card and Customer’s email and postal addresses for billing and notification (such information, “**Payment Information**”). Customer represents and warrants that it has the legal right to use all payment method(s) represented by any such Payment Information. Customer will be responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Amplify Security hereunder, other than any taxes imposed on Amplify Security’s income.

4. **Customer Responsibilities.** Customer will provide information (including any data and code necessary for use of the Services), make available personnel, and take other such actions as

requested by Amplify Security that is reasonably necessary for delivery of the Services. Customer will also cooperate with Amplify Security in establishing login and authentication control mechanisms or other procedures for verifying that only designated Authorized Users of Customer have access to the Services and Amplify Security Materials (as defined below). Customer acknowledges that failure to reasonably cooperate with Amplify Security may result in additional fees due to Amplify Security.

5. **Intellectual Property.**

(a) Access Restrictions. Customer will not at any time and will not permit any third party (including, without limitation, Authorized Users) to, directly or indirectly: (i) use the Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Services or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode, tamper with or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Services to any third party, or otherwise allow any third party to use the Services for any purpose other than for the benefit of Customer in accordance with this Agreement; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby; (vii) access or search the Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Services features provided by Amplify Security for use expressly for such purposes; (viii) use the Services, Documentation or any other Amplify Security Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Services; (ix) impersonate or misrepresent Customer's affiliation with any person or entity; (x) violate any applicable law or regulation; or (xii) encourage or enable any other individual to do any of the foregoing.

(b) Customer Materials. Customer will own and retain all right, title, and interest to any data, information, software, systems, materials and other content provided by Customer to Amplify Security in connection with Customer's use of the Services, or otherwise transmitted or stored through the Services ("**Customer Materials**"). Amplify Security may use and modify the Customer Materials solely in connection with the provision, operation, and improvement of the Services and to create aggregate and derivative data solely in de-identified form.

(c) Specific Output Terms. The Services may include features powered by generative artificial intelligence tools, which may generate automated responses in response to specific Customer Materials provided by Customer (each, the "**Output**"). As between the parties, to the extent permitted by applicable law and subject to Customer's compliance of the terms and conditions of this Agreement, Amplify Security assigns to Customer all its right, title, and interest in and to the Output. Amplify Security may use, display, and modify Output to provide, maintain, develop, and improve the Services, to enforce this Agreement, and to comply with applicable law.

(d) **Reservation of Rights.** Amplify Security will own and retain all right, title and interest in and to the Services, the underlying tools, know-how, methodologies, algorithms, models and proprietary information used to provide or power the Services, any aggregate, derivative or usage data collected or generated in connection with the Services in de-identified form, all improvements, derivatives, enhancements and modifications to any of the foregoing, and all intellectual property rights therein (collectively, “**Amplify Security Materials**”). All rights not expressly granted hereunder are hereby reserved.

(e) **Feedback.** From time to time (or more frequently at Amplify Security’s request), Customer or its employees, contractors, or representatives may provide Amplify Security with suggestions, comments, feedback or the like with regard to the Services (collectively, “**Feedback**”). Customer hereby grants Amplify Security a perpetual, irrevocable, royalty-free and fully-paid-up license to use and exploit all Feedback in connection with Amplify Security’s business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

6. **Confidentiality.** Neither party will disclose any information to any third party that is marked as “confidential” or “proprietary” or should otherwise reasonably be considered to be confidential or proprietary (“**Confidential Information**”) without the express written consent of the other party, other than (a) in confidence, to its employees or contractors as necessary with respect to this Agreement or (b) pursuant to an order or requirement of a court, administrative agency or other governmental body (provided that the party receiving such Confidential Information provides reasonable written notice to the other party to allow the other party to seek a protective order or otherwise contest the disclosure). In addition, neither party will use any Confidential Information other than in the performance of obligations or exercise or enforcement of rights under this Agreement. Confidential Information excludes any information: (a) generally available to or known to the public absent breach of this Agreement, (b) previously known to the receiving party, (c) independently developed by the receiving party outside the scope of this Agreement, or (d) disclosed by a third party absent breach of its confidentiality obligations or applicable laws or regulations. For the avoidance of doubt, Customer Materials constitutes Confidential Information of Customer and Amplify Security Materials constitute Confidential Information of Amplify Security.

7. **Term and Termination.**

(a) This Agreement will continue in full force and effect until terminated as permitted herein (the “**Term**”). Amplify Security may suspend or terminate Customer’s access to and use of the Services, at its sole discretion, at any time and without notice to Customer. Customer may terminate this Agreement at any time by sending Amplify Security an email at support@amplify.security and ceasing to use the Services.

(b) In the event of any termination or expiration of this Agreement, all rights and licenses granted hereunder will immediately cease, but the following provisions will survive any termination or expiration of this Agreement: Sections 3, 5, 6, 7(b), 10, 10 and 11.

8. **Representations and Warranties.** Each party represents and warrants to the other that (a) it has all right, power and authority to enter into this Agreement and (b) its duties and

obligations under this Agreement do not conflict with any other duties or obligations assumed by it under any agreement with another party.

9. Disclaimers.

(a) As Is Disclaimer. THE SERVICES, AMPLIFY SECURITY MATERIALS AND ANYTHING ELSE PROVIDED BY AMPLIFY SECURITY, ITS VENDORS AND LICENSORS, AS APPLICABLE, IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS AND AMPLIFY SECURITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR THAT THE SERVICES OR AMPLIFY SECURITY MATERIALS ARE FREE FROM DEFECTS, ERRORS, INACCURACIES OR BUGS.

(i) Artificial Intelligence Disclaimer. THE SERVICES MAY INCLUDE FEATURES POWERED BY GENERATIVE ARTIFICIAL INTELLIGENCE TOOLS. CUSTOMER ACKNOWLEDGES THAT DUE TO THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, ANY OUTPUT PROVIDED BY SUCH FEATURES OF THE SERVICES MAY BE SIMILAR TO CONTENT AND MATERIALS GENERATED FOR OTHER AMPLIFIED SECURITY’S CUSTOMERS. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, SUCH FEATURES OF THE SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OR OTHERWISE UNDESIRABLE OR IT MAY HALLUCINATE. NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, AMPLIFY SECURITY WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM SUCH FEATURES OF THE SERVICES, ANY OUTPUT THEREOF OR ANY OF THEIR USE BY CUSTOMER.

10. Limitation of Liability. IN NO EVENT WILL AMPLIFY SECURITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES, AMPLIFY SECURITY MATERIALS, OR ANY ANYTHING ELSE PROVIDED BY AMPLIFY SECURITY HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, INTELLECTUAL PROPERTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT AMPLIFY SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL AMPLIFY SECURITY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BY CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EXCEED THE PAYMENTS ACTUALLY RECEIVED BY AMPLIFY SECURITY PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR, IF NO PAYMENTS HAVE BEEN MADE, ONE HUNDRED DOLLARS (\$100). THE FOREGOING LIMITATIONS WILL

APPLY EVEN IF ANY STATED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous.

(a) Amendment. Amplify Security may modify this Agreement from time to time in its sole discretion. Amplify Security will provide notice of any such modifications by posting the updated Agreement on its website and/or the Services' interface. If Customer continues to use the Services after Amplify Security has posted an updated Agreement, Customer will be bound by the updated Agreement.

(b) Trademarks; Publicity. Customer hereby grants to Amplify Security a non-exclusive license to use and display Customer's logos, trademarks and other identifiers for marketing or promotional purposes, including in communications with existing or potential customers, as applicable, and in connection with case studies or other publications or marketing materials publicizing Customer's use of the Services.

(c) Force Majeure. Neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(d) Equitable Relief. Customer acknowledges that irreparable harm may be suffered by Amplify Security in the event that Customer breaches or threatens breach of any of its obligations or restrictions under this Agreement, including with respect to Amplify Security's intellectual property rights and Confidential Information, and including the license restrictions set forth in Section 5(a). Accordingly, Amplify Security will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise. In the event Amplify Security prevails with respect to such equitable relief, Amplify Security will be entitled to reimbursement from Customer for Amplify Security's attorneys' fees associated with the foregoing.

(e) Notice. Any notices or other communications provided by Amplify Security under this Agreement will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(f) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of

Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Delaware and the parties irrevocably consent to the personal jurisdiction and venue therein.

(g) General. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Amplify Security's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Amplify Security may assign or transfer this Agreement without restriction. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties and their respective successors and assigns.

12. **Contact Information.** If you have any questions about this Agreement or the Services, please contact Amplify Security at support@amplify.security.