

HALCYON PLATFORM SUBSCRIPTION SERVICES AGREEMENT

This Halcyon Subscription Services Agreement ("Agreement") is entered into between Halcyon Tech, Inc. ("Halcyon") and the customer identified on the Order Form, on behalf of itself and its Affiliates ("Customer"). Halcyon has developed a proprietary anti-ransomware platform (the "Halcyon Platform"), and Customer wishes to acquire a subscription to the Halcyon Platform, all under the terms and conditions of this Agreement.

1. Definitions.

"Applicable Laws" means all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, or other requirements of any governmental authority in any territory that has jurisdiction over the parties, whether those laws, etc., are in effect as of the Effective Date or later come into effect during the term of this Agreement.

"Authorized User" means each employee or agent of Customer (i) authorized by Customer to access and/or use the Platform for Customer's internal business purposes in accordance with this Agreement; and (ii) to whom a password-protected account for use of the Platform has been created by or on behalf of Customer.

"Order Form" means an order form that has been fully executed and accepted by Halcyon.

"Data" means all information and data input by Authorized Users into the Platform or Licensed Software.

"Documentation" means the technical documentation generally made available by Halcyon to its customers with regards to the Platform and Licensed Software.

"Fees" means the fees identified either on the Order Form to this Agreement or as set forth in a separate applicable accepted order made between Customer and Halcyon, and any other fees and expenses payable by Customer as set forth in this Agreement.

"Platform" means the Halcyon Platform, including all related software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information and the content therein (other than Data), as made available to Customer under this Agreement and as may be updated and modified by Halcyon from time to time, which may include Third Party Content, and the Documentation.

"Licensed Software" means any applications made available to you hereunder, including any application programming interfaces, together with all content therein, and all programs, keys, patches, updates, or upgrades provided by us from time to time with respect thereto, and any improvements, modifications, enhancements, fixes and revised versions of any of the foregoing, and any derivative works of any of the foregoing, and any combination of the foregoing.

"Subscription Period" means the period of time designated on the Order Form.

"Third Party Content" means third party data, information, content, user interface designs, layouts, configurations or other elements provided by Halcyon or third parties that may be made available to Customer through the Platform.

2. Access and Use.

2.1. **Access to the Platform.** Subject to Customer's compliance with the terms of this Agreement, including its payment of Fees (if applicable), Halcyon hereby grants to Customer a nonexclusive, limited, nontransferable right to access and use the Platform, in object code form, via Halcyon's internet-hosted web site, solely (i) for Customer's own internal business purposes, (ii) for use by Authorized Users, and no other users, in support of Customer's internal business purposes, (iii) for the term of the Subscription Period, and (iv) in accordance with this Agreement and with Applicable Laws. Halcyon hereby grants to Customer a nonexclusive, limited, nontransferable right to use and copy the Documentation in support of the foregoing subscription.

2.2. **Restrictions.** Customer shall not use, or allow others to use, the Platform in any manner other than as expressly allowed in this Agreement. Customer may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Platform or its structural framework, (ii) sublicense, subcontract, translate, license or grant any rights to the Platform (including without limitation allowing any distribution or sublicense of the Platform or other access to the Platform by any person or entity that is not an Authorized User, or processing Data using the Platform on behalf of third parties or any affiliated entities), (iii) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, (iv) harvest or collect information about or from other users of the Platform (v) probe, scan or test the vulnerability of the Platform, or breach the security or authentication measures on the Platform, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform (vi) modify or create derivative works of the Platform, (vii) attempt to gain unauthorized access to the Platform or its related

systems or networks, (viii) use the Platform in whole or in part for any illegal purpose, (ix) use the Platform to build a competitive product or service, or for benchmarking purposes or (x) facilitate or encourage any violations of this Section 2.2. Customer shall (a) take all reasonable precautions to prevent unauthorized or improper use of the Platform, (b) not interfere with or disrupt the integrity or performance of Platform, (c) not attempt to gain unauthorized access to Platform or its related systems or networks, and (d) not “frame” or “mirror” any content therein.

2.3. **License.** Subject to the terms and conditions of this Agreement, Halcyon grants Customer a nonexclusive, non-sublicensable, non-transferable, limited, license to install and run the Licensed Software in object code format only and during the Subscription Period, on computers owned or controlled solely by Customer solely in support of Customer’s use of the Platform as permitted herein. Customer shall not directly or indirectly: (a) sell, rent, lease, distribute, redistribute or transfer Licensed Software or use Licensed Software in a hosted or managed services environment; (b) modify or create derivative works of the Licensed Software; (c) use Licensed Software for any purpose except as expressly provided in this Section 2.3 (d) remove any proprietary notice, labels, or marks on or in the Licensed Software; (e) disable or circumvent any access control or related device, process or procedure established with respect to the Licensed Software; or (f) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Licensed Software.

2.4. **Malicious Applications.** Customer acknowledges that a feature of the Platform is to facilitate analysis of files and processes that exist on or are being introduced into Customer networks or systems (“Files”) to identify potential or actual malicious code, malware or other intrusive artifacts or processes (“Potentially Malicious Code”). If the Platform identifies Potentially Malicious Code, certain configurations of the Licensed Software may block Potentially Malicious Code from execution, in which case Customer may either allow execution of the Potentially Malicious Code, or quarantine it. Or, Customer may determine that Potentially Malicious Code is acceptable for use on its systems and need not be blocked or quarantined. Customer acknowledges that blocking the execution of or quarantining or running Potentially Malicious Code may result in a loss of Files, applications, and information, and cause other potential harm or loss. CUSTOMER’S DECISION TO BLOCK, QUARANTINE OR ENABLE EXECUTION OF POTENTIALLY MALICIOUS CODE IS AT ITS OWN RISK. CUSTOMER ACKNOWLEDGES THAT HALCYON HAS NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH CUSTOMER USES THE PLATFORM, LICENSED SOFTWARE OR POTENTIALLY MALICIOUS CODE. THE PLATFORM AND LICENSED SOFTWARE DO NOT REPLACE CUSTOMER’S OBLIGATION TO EXERCISE ITS PROFESSIONAL AND INDEPENDENT JUDGMENT WITH RESPECT TO POTENTIALLY MALICIOUS CODE. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE PLATFORM AND LICENSED SOFTWARE, AND FOR ANY RELIANCE THEREON AND TO THE MAXIMUM EXTENT PERMITTED BY LAW CUSTOMER WAIVE ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST HALCYON ARISING THEREFROM OR RELATING THERETO.

2.5. **Customer Security.** Customer shall ensure the security of its account ID, password, and connectivity with the Platform. If any administrative account ID or password is stolen or otherwise compromised, Customer shall immediately change the password. Customer acknowledges that responsibility for all Data, text, information, messages and other material submitted by its users to the Platform lies solely with Customer. Customer is solely responsible for the integrity and quality of Data, and for maintaining an appropriate backup thereof. Halcyon may change the authorization method for access to the Platform if it determines in its sole discretion that there are circumstances justifying such changes. Halcyon is not responsible for loss of any data in transmission or improper transmission by Customer or its users.

3. **Third Party Content.** If any Third Party Content is made available to Customer, Customer may use such Third Party Content solely in connection with its use of the Platform as permitted herein. Halcyon has no warranty, support, indemnity, or other obligations with respect to Third Party Content that was created or modified by Customer or any third party. Customer’s use of certain Third Party Content may be subject to additional third party terms and conditions separately required by the providers of such Third Party Content. Halcyon and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of Third Party Content and make no warranty concerning such information. CUSTOMER USES SUCH THIRD-PARTY DATA, INFORMATION, OR SERVICES AT ITS OWN RISK.

The “Recent Ransomware Attacks” information provided on the Platform (<https://www.halcyon.ai/attacks>) is generated based on hosting choices of real-world threat actors, and a handful of other tackers. While sanitization efforts have been taken, Halcyon does not guarantee accuracy of the information. Attack updates will be made as source data is reported by reputable sources. By viewing, accessing, or using the Recent Ransomware Attacks information, Customer agrees and acknowledges that it does so at their own risk.

4. **Customer Data.** As between the parties, Customer has and shall retain sole and exclusive title and ownership of all Data. Customer grants to Halcyon a limited and nonexclusive license to use, copy, modify, distribute and display the Data for purposes of providing the Platform to Customer in accordance with this Agreement. As between the parties, in connection with the activities contemplated hereunder, Customer will be solely responsible for all use of Data by Customer and for compliance with any third-party license or other terms and conditions of use for Data (including ensuring that Authorized Users have required account credentials to use the Data, if applicable). Customer represents and warrants to Halcyon that (i) Customer has sufficient rights in the Data to grant the license to Halcyon herein, (ii) Customer’s use of Data complies with all Applicable Laws. While using the Platform Customers agree to use their Data in accordance with Halcyon’s privacy policy

5. Payment. Customer shall pay Halcyon the Fees as set forth on the Order Form. Unless otherwise set forth on the Order Form, Customer will be invoiced for applicable subscription Fees on an annual basis, in advance. Unless set forth otherwise on the Order Form, all invoiced amounts will be due and payable within 30 days of Customer's receipt of the invoice. Amounts outstanding beyond thirty (30) days from the invoice date will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under Applicable Law for the actual number of days elapsed. All billing and payment will be in United States dollars. All fees and payments hereunder are nonrefundable and exclusive of all taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (except taxes on the income of Halcyon), and Customer agrees to pay such taxes, whether federal, state, local, or municipal. If Customer fails to make payments when due, Halcyon may, upon notice to Customer, suspend Customer's access and use of the Platform until such payments are made. Customer will continue to be charged Subscription Fees during any period of suspension. Halcyon may impose a reconnection fee if Customer is suspended pursuant to this Section and thereafter requests access to the Platform. Customer agrees and acknowledges that Halcyon has no obligation to retain Data and that such Data may be irretrievably deleted if Customer's account is delinquent for thirty (30) days or longer. Commencing as of the expiration of the initial Subscription Period, Halcyon may increase the Fees annually upon no less than thirty (30) days' notice prior to the expiration of the then-current Subscription Period. Halcyon reserves the right to audit Customer's deployed licenses periodically. In the event that the audit reveals that the number of deployed licenses exceed the number purchased, Customer shall be invoiced for the additional licenses at the then-current rate.

Exception for Partner Purchases. The Terms of this Section 5 shall only apply when Customer is purchasing directly from Halcyon. For purchases made through authorized partners (i.e. resellers), separate payment terms agreed upon between the Customer and the authorized partner shall apply.

6. Support and Maintenance.

During the Subscription Period, Halcyon or its authorized representative shall provide support and maintenance as listed below.

"Maintenance Services" consist of the following:

(a) Halcyon shall make available to Customer new versions and releases of the Platform and Licensed Software, including software corrections, enhancements and upgrades (if any), if and when Halcyon makes them generally available without charge as part of Maintenance Services for the Platform and Licensed Software.

(b) Halcyon shall use commercially reasonable efforts to respond to telephonic and/or electronic communications from Customer that report Platform and/or Licensed Software failures not previously reported to Halcyon.

(c) Halcyon shall use commercially reasonable efforts to respond to telephonic and/or electronic communications from Customer that request consultation on the operational/technical aspects of the Platform and/or Licensed Software; provided that Halcyon shall have the right to limit such responses if Halcyon determines, in its sole reasonable discretion, that on-site consultation is required. If such determination is made, Halcyon shall charge its then-current rates to perform such services.

7. Security. Halcyon shall implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to protect the security and confidentiality of Data. These safeguards shall be consistent with industry standards and may include, but are not limited to, those described in Schedule 1, as well as those utilized by its internet hosting provider.

In addition to these safeguards, the security measures and commitments of Halcyon are further detailed in Halcyon's Service Level Agreement ("SLA") and Data Processing Agreement ("DPA"). The SLA outlines the service standard and uptime commitments made by Halcyon, including relevant procedures in the event of service interruptions or other issues impacting the availability of services. The DPA details Halcyon's practices and obligations regarding the processing and handling of personal data, in compliance with application data protection laws. Copies of the SLA and DPA are available upon request.

8. Professional Services. The parties may agree, from time to time, that Halcyon will provide professional services to Customer in connection with the Platform, in which case they shall describe the scope of such services and the associated fees and expenses payable by Customer with respect thereto in a written statement of work referencing this Agreement. Once executed, such statement of work will be a "**Statement of Work**" hereunder and will become a part of this Agreement. All work product developed, created or generated by Halcyon pursuant to Statement of Work that does not constitute a modification or derivative work of Customer Data will be owned by Halcyon unless expressly set forth otherwise in the applicable Statement of Work. Unless set forth otherwise in a Statement of Work, the provisions of Section 5 shall apply to such Statement of Work.

9. Term and Termination.

9.1. Term. The term of this Agreement will commence on the Effective Date and continue through the Subscription Period unless and otherwise terminated in accordance with this Section 9. Thereafter, this Agreement will automatically renew for successive one (1) year periods unless either party provides written notice of its intent not to renew this Agreement no less than thirty (30) days prior to the end of the then-current term.

9.2. Termination. If either party materially breaches any term or condition of this Agreement, and if such breach has not been cured by the breaching party within thirty (30) days after its receipt of notice of such breach, the non-breaching party may immediately terminate this Agreement. Each party may terminate this Agreement immediately upon notice if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

9.3. Effect of Termination. Upon termination of this Agreement, Customer's right to access or use the Platform shall immediately cease and except as otherwise provided herein, Halcyon will have no obligation to maintain, deliver or provide access to any Data. Customer's payment obligations (if applicable), and Sections 9.3, 10.1, 11.2, 12, 13.3, 13, 15 and 16 will survive expiration or termination of this Agreement. Upon any termination of this Agreement, Customer shall pay any balance due to Halcyon pursuant to Section 5. Expiration or termination of this Agreement shall immediately terminate all subscription and access rights granted to Customer herein.

10. Ownership.

10.1. Reservation of Rights. All rights not expressly granted to Customer herein are expressly reserved by Halcyon. As between the parties, the Platform and Licensed Software are and will remain the exclusive property of Halcyon, and Halcyon will retain ownership of all copyrights, patents, trademarks, trade secrets, know-how, databases, and other intellectual property rights relating to or residing in such items, and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Customer will have no right, title, or interest in or to the same. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Halcyon's or its licensors' existing or future rights in or to the Platform. Halcyon trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by Halcyon and shall inure solely to the benefit of Halcyon. Any and all feedback or suggestions that Customer provides with respect to the Platform, and any product or service incorporating such feedback, constitutes Halcyon's sole and exclusive property, and Customer hereby irrevocably assigns to Halcyon all intellectual property rights and all other rights and title related to such feedback and suggestions, which Halcyon may use without restriction or obligation to Customer.

10.2. Violations of Law. Halcyon may immediately suspend provision of or access to the Platform at any time, without notice to Customer and without liability, if Halcyon suspects or becomes aware that the Platform or any use thereof may infringe or violate any third party rights, or may violate Applicable Laws. Halcyon may suspend Customer's and its users' access to and use of the Platform in order to comply with Applicable Laws, or upon having reason to believe that any improper activity or potential damage to Halcyon products or services or other customers is associated with Customer's or its users' use of or access to the Platform.

11. Platform Specifications and Requirements.

11.1. Platform Requirements. As between the parties, Customer is responsible for obtaining and maintaining all computer hardware, software, communications and office equipment needed to access and use the Platform, and for paying all associated third-party access charges.

11.2. Use of Data. Halcyon may monitor any and all use of the Platform and Licensed Software by Customer and its users. Halcyon may gather Customer system and usage data for the purpose of optimizing the Platform. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Halcyon may use such data, the Data, and Customer's Confidential Information (as defined in Section **Error! Reference source not found.**), for its business purposes, including, but not limited to, the identification of trends and the formulation of statistics and analytics, and may disclose the same, provided that in connection with such use or disclosure, (i) such data and information are aggregated and do not identify individuals or Customer, and (ii) such data and information shall not be identifiable as originating from Customer.

11.3. Changes to the Platform. Halcyon may make changes, upgrades and improvements to the Platform. Halcyon may modify or delete any features of the Platform. Halcyon may, at any time, modify the Platform, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet Applicable Laws or industry-standard requirements or requirements of third party service providers.

11.4. Pilot Subscriptions. For subscriptions or licenses to the Platform that are described as "Pilot", or "Beta", or "Evaluation", or a similar designation ("Pilot Subscription"), notwithstanding anything to the contrary herein, Halcyon makes no representations or warranties with respect to the Platform or the Licensed Software, all of which is made available "AS IS" and

without warranty, and Halcyon does not offer any support, maintenance or error or defect correction services with respect thereto.

12. Confidentiality.

12.1. Confidential Information. As used herein, “**Confidential Information**” means any information previously or hereafter disclosed by or on behalf of (as applicable) Halcyon or Customer (the “**Disclosing Party**”) to the other party hereto (the “**Recipient**”), either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code, trade secrets or any other information concerning the Disclosing Party, its business, financial condition, or personnel. Confidential Information also includes information disclosed to the Disclosing Party by third parties and all notes, reports, analyses, compilations, studies and other materials prepared by the Recipient or its representatives (in whatever form maintained, whether documentary, electronic or otherwise) containing, reflecting or based upon, in whole or in part, any such information or reflecting such party’s review or view of the Disclosing Party or the Confidential Information. Confidential Information shall not, however, include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known and made generally available in the public domain; (ii) or becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, which source is not known by the Recipient after reasonable investigation to be subject to a contractual, legal or fiduciary obligation prohibiting such disclosure, in each case as evidenced by the written records of the Recipient; or (iii) is independently developed by the Recipient without use of or reference to the Disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the Recipient’s possession.

12.2. Permitted Use. The Recipient agrees that it shall use the Disclosing Party’s Confidential Information solely for the purpose of performing the Agreement and shall not duplicate their sales processes, applicable financial formulas, reverse engineer, disassemble or decompile any prototypes, modular designs, or other tangible objects that embody the Disclosing Party’s Confidential Information unless express written consent for such actions is received from the Disclosing Party. If such a prohibition is not legally enforceable pursuant to applicable law, the Recipient shall provide the Disclosing Party written notice prior to undertaking any such reverse engineering and shall give the Disclosing Party a reasonable amount of time to provide any interface information required by law before commencing such reverse engineering. If such interface information is provided, then the Recipient is prohibited from such reverse engineering.

12.3. Maintenance of Confidentiality. The Recipient shall maintain the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care that it uses to protect its own Confidential Information, but in any event shall use at least commercially reasonable measures to protect the confidentiality of and avoid disclosure of the Disclosing Party’s Confidential Information. The Recipient agrees to keep the Disclosing Party’s Confidential Information confidential and not to disclose it to employees or third parties; provided, however, that any of such Confidential Information may be disclosed to Recipient and its affiliates and its and their directors, officers, advisors, employees or representatives who need to know such Confidential Information for the purposes of this Agreement and have a contractual obligation or fiduciary duty to maintain the confidentiality of such Confidential Information. The Recipient shall reproduce the Disclosing Party’s proprietary rights and confidentiality notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information.

12.4. Disclosure Required by Law. If the Recipient is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the Disclosing Party’s Confidential Information, the Recipient shall, to the extent not prohibited, promptly notify the Disclosing Party in writing of the existence, terms, and circumstances surrounding such required disclosure. This notification allows the Disclosing Party to seek a protective order or, at Disclosing Party’s sole expense, have the Recipient seek such protective order on its behalf, or other appropriate relief from the proper authority. The Recipient shall reasonably cooperate with the Disclosing Party in seeking such order or other relief. If, despite efforts to prevent it, the Recipient is nonetheless required to disclose the Disclosing Party’s Confidential Information, it will furnish only that portion of the Confidential Information that is legally required. The Recipient will also exercise reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible. Notwithstanding the foregoing, no notice or further action shall be required in respect of disclosure of Confidential Information (or provision of access thereto) to regulatory authorities or self-regulatory organizations having authority over Recipient in connection with a routine regulatory examination or pursuant to statutory requirements, in either case that are not targeted at the Confidential Information or the Disclosing Party.

12.5. Securities Laws. Each party agrees to comply with all applicable insider trading and other securities laws to the extent it receives any Confidential Information that constitutes or contains material non-public information with respect to any public issuer.

12.6. No Obligation. Each party acknowledges and agrees that nothing herein obligates either party to disclose any Confidential Information. Disclosure of such information is at the sole discretion of the Disclosing Party. Additionally, this agreement does not prohibit either party from entering into agreements or negotiations with third parties.

12.7. **No Warranty.** All Confidential Information is provided "as is." Neither party makes any warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information. Each party expressly disclaims any warranty of merchantability or fitness for a particular purpose.

12.8. **Return of Materials.** All documents and tangible objects containing or representing Confidential Information that have been disclosed by the Disclosing Party to the Recipient, along with any copies, shall remain the property of the Disclosing Party. Upon the Disclosing Party's written request upon termination or expiration of this Agreement, such materials shall be promptly returned to the Disclosing Party or destroyed (at Recipient's option). In the case of notes or abstracts, they shall be destroyed or permanently deleted. However, this provision shall not mandate the destruction, deletion, or modification of any backup electronic media created or retained as part of ordinary business archival processes or pursuant to compliance requirements. Such backup tapes or other archived media shall only be accessible to information technology personnel and shall not be used for any purpose other than as permitted under this Agreement.

12.9. **No License.** All of the Disclosing Party's Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to any party under any patent, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to other party's Confidential Information except as expressly set forth herein.

12.10. **Remedies.** The Recipient acknowledges that its obligations herein with respect to Confidential Information are necessary and reasonable to safeguard the interests of the Disclosing Party and its business. The Recipient expressly acknowledges that monetary damages would be inadequate to compensate the Disclosing Party for any breach of such obligations. Consequently, the Recipient agrees that any breach or threatened breach of this Section would cause irreparable harm to the Disclosing Party. In addition to any other remedies available in law, equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the continuation of such breach or threatened breach, without the need to prove actual damages or provide a bond.

13. Limited Warranties and Disclaimers.

13.1. **Customer Warranties.** Customer represents, warrants and covenants that (i) Customer will comply with all Applicable Laws with respect to its and its users' access to and use of the Platform; and (ii) Customer has received all third party consents and certifications necessary for the transmission of Data to the Platform. Halcyon is not responsible for ensuring that the Platform, or any portion thereof, is in compliance with Customer's criteria for legal compliance.

13.2. **Halcyon Limited Warranty.** Halcyon provides defined incident response and recovery professional services remedies to support the Customer in the event of certain ransomware security incidents, the details of which, and the process for making a warranty claim, are outlined in the Halcyon Limited Warranty Agreement ("Warranty Agreement"). The terms and conditions of the Warranty Agreement are incorporated by reference and can be found at <https://halcyon.ai/warranty>; Halcyon reserves the right to change the Warranty Agreement unilaterally at any time, provided that such changes shall not be effective as to Customer until the earlier of one (1) year after the notice of the updated Warranty Agreement or (2) the next renewal of any Order Form between us. Customer acknowledges that except as expressly provided in the Warranty Agreement, Customer shall have no other remedies in the event of such incidents.

13.3. **Disclaimers.** HALCYON AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PLATFORM, LICENSED SOFTWARE, AND ANY INFORMATION, MATERIALS AND SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HALCYON DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR LICENSED SOFTWARE OR ANY ASSOCIATED SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT PROGRAM DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT. THE PLATFORM AND LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. HALCYON CANNOT AND DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY THE USE OF THE PLATFORM OR LICENSED SOFTWARE. Customer acknowledges that Halcyon is not responsible for the integrity of data and information, including without limitation, Data, including completeness, accuracy, validity, authorization for use and integrity over time, and Halcyon shall not be responsible for any loss, damage or liability arising out of the Data, including any mistakes contained in the Data or the use or transmission of the Data. Customer accepts sole responsibility for, and acknowledges that it exercises its own independent judgment in, its selection and use of Data and any results obtained therefrom.

13.4. **No Guarantee.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT HALCYON DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD HALCYON RESPONSIBLE THEREFOR.

14. Indemnification.

14.1. **By Halcyon.** Halcyon, at its own expense, shall: (i) defend, or at its option settle, any claim, suit or proceeding brought by a third party against the Customer and its affiliates and its and their licensors, suppliers, officers directors, employees and agents alleging that the Platform (other than Data) or the Licensed Software infringes an existing United States patent, copyright or trademark; and (ii) pay any final and non-appealable judgment entered or settlement against Customer thereon; provided, however, that Halcyon shall not be responsible for any compromise or settlement made without its prior consent. If the Platform or Licensed Software is or may become the subject of such a claim, Halcyon may, at its option: (1) modify or replace the affected parts so the Platform or Licensed Software become non-infringing or (2) terminate this Agreement and refund Customer for any prepaid and unused fees. Halcyon shall have no obligation with respect to any infringement claim to the extent based upon (a) Data or (b) Customer's or its users' combination, operation or use of the Platform or licensed Software with non-Halcyon applications, information or services if the infringement claim would have been avoided had such combination, operation or use not occurred. Where infringement claims arise with respect to third party products, Halcyon's sole obligation is to pass through to Customer any indemnity that may be available to Customer under the terms and conditions of the agreement between Halcyon and such third party vendor. THIS SECTION STATES THE ENTIRE LIABILITY OF HALCYON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENT INVOLVING THE PLATFORM AND LICENSED SOFTWARE.

14.2. **By Customer.** Customer will, if instructed by Halcyon, defend, and in any event indemnify, and hold harmless Halcyon and its affiliates and its and their licensors, suppliers, officers directors, employees and agents, from and against any and all losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees, settlements and judgments) arising out of or incurred as a result of: (i) any breach of this Agreement by Customer and/or its users; (ii) Customer's and its users' misuse of the Platform or Licensed Software, or any component thereof; and (iii) Data.

14.3. **Process.** The indemnified party shall give the indemnifying party prompt notice upon becoming aware the claim for which it seeks indemnification, and shall give the indemnifying party the right to solely control and direct the investigation, preparation, defense and settlement of the claim. The indemnified party shall fully cooperate with the indemnifying party, at the indemnifying party's expense, in such defense and settlement. The indemnified party shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such claim, and shall not settle or consent to the entry of judgment in such claim without the indemnifying party's prior written consent.

15. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HALCYON AND ITS LICENSORS AND SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PLATFORM, LICENSED SOFTWARE, AND ANY SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF HALCYON IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. HALCYON'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER TO HALCYON UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY.

16. General.

16.1. **Assignment.** The Agreement and all rights and obligations hereunder are not assignable or transferable by Customer without the prior written consent of Halcyon, and any attempt to do so shall be void. Halcyon may assign this Agreement as a whole to an affiliate or to a successor or acquirer in connection with a merger, consolidation, reorganization or sale of all or substantially all of Halcyon's assets or business that relate to this Agreement.

16.2. **Force Majeure.** Halcyon will not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control.

16.3. **Use of Name.** Customer hereby grants Halcyon the right to use Customer's name, logo, and trademarks publicly in connection with Halcyon's business and to identify Customer as a customer of Halcyon. Customer may revoke these rights at any time if, in Customer's sole discretion, such use could cause harm to, or is otherwise inconsistent with, Customer's brand, reputation, or guidelines.

16.4. **Governing Law and Venue.** This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of California, excluding its conflict of laws provisions. Any suit or proceeding relating to this Agreement shall be brought only in the state and federal courts located in San Diego, California, and both parties hereby submit to the jurisdiction of such courts.

16.5. **Export Compliance.** Customer agrees that its use of the Platform and Software will comply with applicable export control and trade sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). Customer represents and warrants that it is not (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Cuba, Iran, North Korea, Syria, Russia, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine); (ii) identified on any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC; or (iii) owned or controlled by or acting on behalf of any party

described in (i) or (ii). Customer agrees that it will not use the Platform and Software to disclose, transfer, download, export or re-export, directly or indirectly, any aspect of the Platform and Software or Customer data to any country, entity, or person that is ineligible to receive such items under the Export Laws. Customer acknowledges that the Platform and Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Laws. Customer acknowledges that Halcyon may cease to provide the Platform and Software if Halcyon determines that Customer has violated any of the representations in this Section and Customer agrees to notify Company immediately in writing if its status under any of these representations changes.

16.6. **Anti-Corruption Compliance.** Customer warrants that neither Customer, nor any of Customer's respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Customer's behalf, in connection with this Agreement, has taken or will take any action, directly or indirectly, in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-bribery laws.

16.7. **Independent Contractors.** Customer and Halcyon are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that such party has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

16.8. **Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid) or by overnight courier, in each case to the address listed on the first page of the Agreement and will be effective upon receipt. Notices to Halcyon should be sent to the attention of its Chief Executive Officer. Email notices shall not suffice under this Section. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

16.9. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

16.10. **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

16.11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

16.12. **United States Governmental End Users.** The Platform and Licensed Software are protected Commercial Computer Software and Computer Software Documentation as those terms are defined in 48 C.F.R. 2.101. The U.S. Government shall obtain only those rights to the Software as are authorized by 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-3, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Platform or Licensed Software by the U.S. Government shall be governed solely by this Agreement. The Platform and Licensed Software is deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

16.13. **Remedies Cumulative.** The enumeration herein of specific remedies shall not be exclusive of any other remedies unless otherwise expressly stated herein. Any delay or failure by any party to this Agreement to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy or privilege, nor to limit the exercise of such right, power, remedy, or privilege, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

16.14. **Entire Agreement.** This Agreement, together with each SOW (if applicable), constitutes the entire agreement of the parties with respect to the subject matter herein and therein, and supersedes all prior discussions, understandings and agreements with respect to its subject matter, except where such other agreement is expressly intended to govern in lieu of these Terms. For sake of clarity, in the event Customer has entered into a separately negotiated and signed written agreement with Halcyon that governs the use of the Halcyon Platform, the signed written agreement will control and supersede the Terms and Conditions stated in the Halcyon Platform in the event of any conflict or inconsistency, regardless of the order in which such agreements are accepted or executed.

EACH PARTY HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. Any preprinted terms and conditions appearing on any Customer purchase order, acknowledgement, authorization, invoice or other ordering document not accepted by Halcyon in writing will not apply to or become part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

Halcyon Tech, Inc.

#[CUSTOMER_NAME]#

Signed: _____
Name:
Title:
Date:

Signed: _____
Name:
Title:
Date:

SCHEDULE 1
INFORMATION SECURITY POLICY

Halcyon shall have a security program in place substantiated by written information security policies, and shall make summaries of the same available to Customer on request. The Halcyon security program is designed to keep Data secure from unauthorized access using industry-standard administrative, technical, and physical safeguards. Halcyon shall ensure that all individuals authorized by Halcyon to access Data are subject to contractual obligations to process it in accordance with this agreement and to maintain the confidentiality of the Data. If Halcyon becomes aware of any suspected or confirmed unauthorized access to or disclosure of Data ("Security Incident"), Halcyon shall promptly inform Customer but in no event later than 3 days from discovery. In such event, Halcyon shall use commercially reasonable efforts to cooperate with Customer to investigate and respond to the Security Incident, and to prevent recurrence of any such incident. Halcyon shall implement appropriate access controls restricting access to Data to only such employees and agents as need to know in order to perform the Agreement. Halcyon shall ensure that Data is secured both in transit and at rest, in storage, implementing current industry information and data governance, protection, and handling standards, guidelines and practices with regards to cryptographic protocols including, at a minimum: 256-bit encryption, HTTPS, SFTP, or commercial encryption.



Halcyon Address:
3129 Tiger Run Ct. STE 214
Carlsbad, California 92010
United States

Expiration Date:10/31/2025
Quote Number: 00006910

Halcyon Contact: Dan Speicher
Halcyon Contact Email: dspeicher@halcyon.ai

Contact Name: Janet Levesque
Email: jbishoplevesque@athenahealth.com

Bill To:

Athena Health
311 Arsenal St
Watertown Massachusetts 02472
United States

Ship To:

Athena Health
311 Arsenal St
Watertown Massachusetts 02472
United States

Product	SKU	Start Date	End Date	Quantity	List Price	Sales Price	Total Amount
Implementation and Deployment Service	SVC-DEP	11/03/2025		1	\$5,000.00	\$0.00	\$0.00
Halcyon Linux Platform Pro+DXP	HARE-LNXEX	11/03/2025	11/02/2028	10000	\$75.00	\$17.25	\$517,500.00
Halcyon Windows Platform Pro+DXP	HARE-WINEX	11/03/2025	11/02/2028	12000	\$75.00	\$17.25	\$621,000.00
Halcyon Windows Platform Pro+DXP	HARE-WINEX	11/03/2025	11/02/2026	2200	\$75.00	\$0.00	\$0.00
Halcyon Windows Platform Pro+DXP	HARE-WINEX	11/03/2026	11/02/2028	2200	\$75.00	\$17.25	\$75,900.00
					List Total: \$5,450,000.00		
					Total Amount: \$1,214,400.00		

Term Details

Payment Term: Net 30
Billing Period: Annually

Renewal Details

Fees for each annual renewal term will automatically increase by 8% of the fees from the preceding term. This serves as advance written notice under any applicable signed agreement.

Custom Terms and Conditions

2,200 endpoints will be deployed on Mac when available. Year 1 is at no charge and years 2 and 3 are outlined in the quote.

Order shall not be cancellable or returnable.
Subject to [Terms of Service \(halcyon.ai\)](#).
Purchase orders to be sent to [AR@Halcyon.ai](#).