

# Terms and conditions

Last updated March 6, 2024

THIS TRUFFLE MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF TRUFFLE SERVICES AND SOFTWARE. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF THE SERVICES OR A BETA, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR BETA. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER”) AND SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES OR SOFTWARE.

This Agreement was last updated on March 6, 2024. It is effective between Customer and Truffle as of the date of Customer’s accepting this Agreement (the “Effective Date”).

## 1. SERVICES AND SOFTWARE

1. Provision of Services. Customer and its Authorized Users may access and use the Services during the Subscription Term solely for Customer’s internal business operations.
2. Software. At its option, Customer may take advantage of a subset of Services features locally by installing and using the Software on Customer’s systems. In such case, Truffle hereby grants Customer and its Authorized Users a limited, royalty-free, worldwide, non-exclusive, non-sublicensable, and non-transferable (except as set forth in Section 11.4 (Assignment)) license to run such Software solely as necessary to make use of the Services. Use, reproduction and distribution of Software components licensed under an open source software license is governed by the terms of the applicable open source software license and not this Agreement. All open source software license terms are consistent with the licenses granted in this Agreement, and may contain additional rights benefiting Customer.
3. Changes. Truffle may, at its discretion, change or update the Services and Software from time to time. Truffle will not materially reduce the functionality of the Services and Software during the applicable Subscription Term.
4. Support and SLA. Truffle will provide standard support (“Support”) for the Services to Customer’s Authorized Users at no additional charge. Truffle will use commercially reasonable efforts to make the Services available to Customer at

least 99% of the time during each calendar month during the applicable Subscription Term, excluding downtime attributable to any scheduled maintenance or unsupported usage by Customer personnel (the “Uptime SLA”). If the Services do not meet the Uptime SLA for two consecutive months, Customer may terminate the corresponding Order Form following thirty days’ written notice of termination and Truffle will refund to Customer a pro rata portion of any prepaid unused fees for the remainder of the applicable Subscription Term.

5. Trials and Betas.

1. Trials. If Truffle provides any Trials to Customer, Customer and its Authorized Users may access and use the Trials internally solely to evaluate the potential purchase of Subscription Services, provided such use does not exceed any applicable limitations set forth in the corresponding Order Form (if any). The right and license to a Trial will expire at a date specified to Customer by Truffle, or if no date is specified, then 2 weeks from the date the Trial was provided to Customer.
2. Betas. In the absence of a separate license agreement for a Beta, if Truffle provides Customer with access to a Beta, then Truffle hereby grants Customer and its Authorized Users a worldwide, non-exclusive, non-sublicensable, and non-transferable (except as set forth in Section 11.4 (Assignment)) right and license to: (a) access and use the Beta (if any) that is provided by Truffle as software-as-a-service, solely to internally evaluate the Beta and, at its election, provide Suggestions to Truffle; and (b) install and execute a Beta made available to Customer as downloadable software, solely on machines operated by or for Customer for internal evaluation and, at its election, for providing Truffle with Suggestions. Betas, including their features and functionality: (i) are not an official product and have not been commercially released; (ii) may not be in final form or be fully functional; (iii) may contain errors, design flaws or other problems; (iv) may generate or produce inaccurate information or unexpected or incorrect results; (v) may cause loss of data or communications, project delays or other unpredictable damage or loss; and (vi) may never be released as a commercial version. The right and license to a Beta will expire at a date specified to Customer by Truffle, or if no date is specified, then the earlier of 30 days following the date of general release of a Beta, or 180 days from the date the Beta was provided to Customer.
3. Trial and Beta Data. Customer Data for Trials and Betas may not include any Restricted Information or data subject to the Regulation (EU) 2016/679 (GDPR). Truffle does not undertake to comply with any of the laws or obligations applicable to such data for purposes of Trials and Betas.
4. Trial and Beta Terms. Notwithstanding anything to the contrary in this Agreement, Trials and Betas: (a) are not Subscription Services or Software and Customer’s licenses and other rights with respect to Subscription Services or Software will not apply to Trials or Betas; (b) are provided on an “as-is” basis, without any indemnification, support, or warranties or

representations of any kind; (c) may be discontinued or terminated by Truffle, in whole or in part, at any time and without any obligation or liability to Customer or Authorized Users; and (d) may be subject to certain additional restrictions, limitations and differing terms. In the event of any conflict between this Agreement and the Trial or Beta terms, the Trial or Beta terms will govern and control solely with respect to the Trials or Betas.

6. Conditional Use. All rights and licenses granted in this Section 1 for products and services are subject to and conditioned upon Customer's payment of all applicable fees and Customer's compliance with this Agreement, the Documentation, the Acceptable Use Policy, and any limitations in the applicable Order Form.

## 2. CUSTOMER USE OF SERVICES

1. Customer Administration. Customer is responsible for designating Authorized Users, maintaining updated Authorized User contact information, and managing access to Authorized User accounts. Authorized Users may include Affiliates and contractors, provided that they are using the Services and Software solely on Customer's behalf and Customer is wholly responsible for any acts or omissions of its Affiliates and contractors that, if taken by Customer, would constitute a breach of this Agreement.
2. Customer Responsibilities. Customer is responsible for any use of the Services through its account. Customer will maintain the confidentiality of all license keys and Customer-specific access links. Customer will prevent unauthorized use of the Services and Software and promptly notify Truffle of any unauthorized use.
3. Compliance. Customer will obtain any permissions or consents from users of Customer Third-Party Services and Authorized Users and comply with all applicable laws, including any privacy and data protection laws necessary to allow the operation of the Services or Software. Customer Data may not include Restricted Information.
4. Security and Privacy. The parties agree that for the purposes of the California Consumer Protection Act of 2018 ("CCPA"), Truffle acts as a CCPA Service Provider for Personal Data. Customer does not sell or share Personal Data to Truffle because Truffle will only use Personal Data for the purposes specified in this Agreement. Truffle will avoid any action that would cause Customer to be deemed to have sold Personal Data under the CCPA. "Service Provider" will have the meaning given to it under the CCPA. Truffle will implement and maintain appropriate technical and organizational security measures to protect Personal Data from Security Incidents. For more information, please see Truffles' Data Processing Addendum, available at [www.trufflesecurity.com/data-processing-agreement](http://www.trufflesecurity.com/data-processing-agreement) ("DPA").
5. Customer Third-Party Services. To the extent Customer uses any Customer Third-Party Services with the Services or Software: (a) Truffle will not be responsible for any act or omission of the third-party service provider, including the third-party's access to or use of Customer Data; (b) Truffle does not warrant or support any Customer Third-Party Services even if designated by Truffle as compatible in the Documentation; and (c) Truffle cannot guarantee the continued availability of interoperation between such Customer Third-Party Services and the Services, and

may cease providing the interoperation without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of Customer Third-Party Services ceases to make the Customer Third-Party Services available for interoperation in a manner acceptable to Truffle. Customer is responsible for complying with licenses and paying fees for Customer Third-Party Services.

6. **Restrictions.** Except as expressly permitted in this Agreement or an Order Form, Customer will not (and will not permit any third party to): (a) sell, resell, lease, assign, license, sublicense, distribute, make available or otherwise transfer in whole or in part the Services or Software, or any component thereof to any third party; (b) encumber, time-share, rent, or lease the rights granted under this Agreement; (c) modify or prepare any derivative work based upon the Services or Software or any component thereof; (d) reverse engineer, disassemble, or decompile the Services or Software or any component thereof, or attempt to discover or disclose the source code of the Services or Software or any component thereof unless it is provided to Customer in source code form; (e) remove, obscure, or alter any notice of intellectual property rights present on or in the Services or Software or any component thereof; (f) attempt to circumvent, modify, or disable the authentication required to use the Services or Software, any technical restrictions in the Services or Software, or any other security measures of the Services or Software; or (g) use the Services or Software to create any other product or service.
  7. **Benchmarking and Reverse Engineering.** Customer will not publish or otherwise distribute the results of any benchmarking studies related to the Services or Software to third parties unless Customer provides a copy of the study to support@trufflesec.com prior to distribution. If Customer wishes to exercise any rights to reverse engineer to ensure interoperability in accordance with applicable law, Customer must first provide Truffle with written notice and all reasonably requested information to support@trufflesec.com, permit Truffle to assess Customer's claim within 30 days and, at Truffle's sole discretion, to make an offer to provide alternatives that reduce any adverse impact on Truffle's intellectual property or other rights.
  8. **Suspension.** Any use of the Services or Software by Customer or an Authorized User in breach of this Agreement, including the Acceptable Use Policy, or which may in Truffle's judgment threaten the security, integrity or availability of Services, may result in Truffle's immediate suspension of the Services or Software, however Truffle will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
3. **INTELLECTUAL PROPERTY RIGHTS**
1. **Truffle License.** Except for the rights granted in Section 1 (Services and Software), Truffle and its licensors own and reserve all right, title, and interest in and to the Truffle Technology and all intellectual property rights therein.
  2. **Customer License.** Except for the rights granted in this Section 3.2, Customer owns and reserves all right, title, and interest in and to the Customer Data and any intellectual property rights therein. Customer grants Truffle and its contractors a

worldwide, non-exclusive right to use the Customer Data solely to provide the Services.

3. Suggestions. Customer agrees that with respect to any Suggestions, Truffle may, in its discretion and for any purpose: (a) use, modify, and incorporate into Truffle's products and services; and (b) license or sublicense the Suggestions without obligation to Customer. For the avoidance of doubt, Suggestions do not include license to any copyright or patent rights.
4. Customer List. Truffle may use Customer's name, logo, and marks to identify Customer as a Truffle customer on Truffle's website and in other marketing materials. Customer also agrees that Truffle may verbally reference Customer as a customer of the Subscription Services.
5. Truffle Data. Notwithstanding anything to the contrary, Truffle may freely use Truffle Data for Truffle's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Truffle's current and future products and services) provided however that Truffle does not identify Customer as source of the data.

#### 4. FEES & PAYMENT

1. Fees. Customer will pay Truffle the fees for the Subscription Services set forth in the Order Form. All payments are due in U.S. dollars unless otherwise indicated by Truffle. Customer is responsible for providing complete and accurate billing and contact information to Truffle and updating Truffle of any changes. Unless explicitly stated otherwise herein, all fees paid are non-refundable and not subject to set-off.
2. Invoicing & Payment. Unless otherwise set forth in the Order Form or invoice, all fees will be invoiced in advance. All invoices issued under this Agreement are due and payable according to the payment terms in the Order Form, if applicable, or within 30 days from invoice date of receipt. If the Customer requires the use of a purchase order or purchase order number, the Customer: (a) must provide the purchase order number at the time of purchase; and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.
3. Late Payments. If any fees are 30 or more days overdue, Truffle may, without limiting its other rights and remedies, suspend the Services and Software until such amounts are paid in full, provided that Truffle will give Customer at least 10 days' prior written notice its account is overdue. Past due amounts are subject to a finance charge of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Truffle in collecting past due amounts. If Customer's fees are past due, Truffle may also do one or more of the following: suspend the Services and Software automatically, provide notice of termination for material breach, or condition future renewals on shorter payment terms.
4. Taxes. Customer is responsible for all taxes, except those directly relating to Truffle's net income, gross receipts, or capital stock. Truffle will invoice Customer for sales tax when required to do so and Customer will pay the tax

unless Customer provides Truffle with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Future Functionality. Customer agrees that it has not relied on the availability of any future functionality of the Services, Software, or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Truffle regarding future functionality should not be relied upon to make a purchase decision.

## 5. TERM & TERMINATION

1. Term. The Agreement will remain in effect for the Term.
2. Subscription Terms. Unless otherwise set forth in an Order Form, subscriptions will automatically renew for subscriptions of the same length as the Initial Subscription Term, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the Subscription Term. Truffle may revise the rates for the Subscription Services by providing Customer with at least forty-five days' notice prior to the renewal.
3. Termination. Either party may terminate this Agreement if: (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (b) the other party ceases its business operations or becomes subject to insolvency proceedings.
4. Effect of Termination. If this Agreement is terminated by Customer in accordance with the "Termination" Section above, Truffle will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Truffle in accordance with the "Termination" Section above, Customer will promptly pay any unpaid fees, including those covering the remainder of the Subscription Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Truffle for the period prior to the effective date of termination. If this Agreement expires or is terminated, then: (a) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section; and (b) the following Sections will survive: 3 (Intellectual Property Rights), 4 (Fees & Payment), 5.4 (Effect of Termination), and 6 (Confidentiality)-12 (Definitions).

## 6. CONFIDENTIALITY

1. Confidential Information. Each party acknowledges that, during the Term, it may receive information from the other party that should reasonably be understood as confidential and proprietary due to legends or other markings, the circumstances of disclosure, or the nature of the information itself, including but not limited to information concerning such party's business, marketing, pricing, finances and operations ("Confidential Information"). The Truffle Technology, this Agreement, any Order Forms, and any Services API keys are Confidential Information of Truffle. Customer Data is Confidential Information of Customer. The confidentiality obligations herein will not apply to: (a) information already lawfully known to the receiving party at the time of disclosure by the other party; (b) information generally known to the public other than as a result of disclosure in violation of this Section; (c) information lawfully obtained from any third party that has no duty or obligation of confidentiality with respect to such information;

and (d) information independently developed by a party without reference to the other party's Confidential Information.

2. Obligations. The recipient will use reasonable care to: (a) not use the discloser's Confidential Information for any purpose outside of the scope of this Agreement; and (b) except as authorized or directed by the Customer to provide Confidential Information to a Customer Third-Party Services, limit access to the discloser's Confidential Information to its and its Affiliates' employees, contractors, and advisors who need access to the Confidential Information to exercise its rights or obligations under this Agreement and who have agreed to confidentiality provisions with the recipient containing substantially similar protections to the protections for Confidential Information in this Agreement (collectively, "Representatives"). Recipient is wholly responsible for any acts or omissions of its Representatives that, if taken by recipient, would constitute a breach of this Agreement. The recipient of Confidential Information will continue to maintain its obligation of confidentiality for a period of three years following receipt of such Confidential Information, except with respect to source code and Personal Data, which will be subject to the confidentiality obligations of this Agreement for as long as they are in recipient's possession.
  3. Required Disclosures. Recipient may disclose the discloser's Confidential Information to the extent required by law or regulation provided that recipient will: (a) give discloser at least twenty (20) days' prior written notice (or such shorter period as is the maximum notice permitted under applicable law, unless prohibited by law) before making the disclosure; (b) provide reasonable assistance to the discloser in any lawful efforts by the discloser to resist or limit the disclosure of such Confidential Information; and (c) limit the scope of such disclosure to the minimum required by the law or regulation.
  4. Remedies. The parties recognize that a breach of this Section 6 will result in irreparable harm for which monetary damages would not be adequate. In the event of such breach, and without limiting the right of a party to seek any other remedy or relief to which it may be entitled under law, each party agrees that the other is entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. Truffle and Customer consent to the exclusive jurisdiction and venue of the federal or state courts of San Francisco, California.
7. WARRANTIES
1. Truffle Warranty. During the applicable Subscription Term, Truffle warrants that the: (a) Subscription Services and Software will perform in all material respects as specified in the Documentation; (b) Software will not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines" or other computer software routines intentionally designed to permit unauthorized access to or use of either the Software or Customer's computer systems ("Viruses"); and (c) it will perform the Support in (i) a good, timely, efficient, professional and workmanlike manner, (ii) using Truffle personnel who are fully familiar with the technology, processes and procedures to be used to deliver the Support. In the event of any breach of a warranty in this Section 7.1, after its receipt of specific written notice from Customer, Truffle will promptly remedy any deficiencies that cause the Subscription Services, Software, or

Support to not conform to the foregoing warranties. THIS SECTION 7.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND TRUFFLE'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

2. Warranty Exclusions. Truffle will not be liable to the extent that any breach of the foregoing warranties in Section 7.1 (Truffle Warranty) is caused by: (a) a combination of the Subscription Services or Software with non-Truffle products or services; (b) modifications to the Subscription Services or Software made to Customer's specifications or otherwise made by any person other than Truffle or a person acting at Truffle's direction; (c) use of the Subscription Services or Software in violation of this Agreement, an Order Form, or the Documentation; or (d) Viruses introduced by Customer or its end users.
3. Mutual Warranties. Each party hereby represents and warrants to the other that: (a) such party has the right, power, and authority to enter into this Agreement and to fully perform all of its obligations hereunder; and (b) entering into this Agreement does not and will not violate any agreement or obligation existing between such party and any third party.
4. Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, TO THE FULLEST EXTENT PERMITTED BY LAW, TRUFFLE (a) MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE TRUFFLE TECHNOLOGY OR SUPPORT; AND (b) DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; OR (ii) THAT THE TRUFFLE TECHNOLOGY IS ACCURATE, COMPLETE, OR RELIABLE. TRUFFLE WILL NOT BE LIABLE FOR THE ACTS AND OMISSIONS OF ANY CUSTOMER THIRD-PARTY SERVICES PROVIDERS OR FOR ANY RESTRICTED INFORMATION RECEIVED IN BREACH OF THIS AGREEMENT.

## 8. INDEMNIFICATION

1. By Customer. Customer will indemnify, defend, and hold harmless Truffle and its affiliates, suppliers and licensors and each of their respective officers, directors, employees and representatives, from and against all third party damages, liabilities, costs, and expenses (including reasonable attorney's fees) to the extent arising from a third-party claim regarding (a) Customer's use of the Truffle Technology in violation of this Agreement; (b) Customer Data attained or processed by Customer in violation of the law or a third party's rights; or (c) Customer's use of Customer Third-Party Services.
2. By Truffle. Truffle will indemnify, defend, and hold harmless Customer and each of its respective officers, directors, employees and representatives, from and against all third party damages, liabilities, costs, and expenses (including reasonable attorney's fees) to the extent arising from a third-party claim regarding an allegation that Truffle's technology used to provide the Subscription Services, or the Software, infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party.

3. Indemnity Exclusion. Notwithstanding the foregoing, Truffle will have no obligation under this Section 8 or otherwise with respect to any claim(s) that would not have arisen but for any of the circumstances described in Section 7.2(a)-(d) (Warranty Exclusions). Additionally, Truffle will have no obligations or liability toward Customer under this Section 8 for claims relating to intellectual property rights owned or licensed by Customer or any use of the Software thirty days after a new version of the Software has been made available to Customer and Customer has been notified of a need to upgrade due to a potential legal issue with an older versions of the Software.
  4. Mitigation. If Truffle believes that the Subscription Services or Software may become subject to a claim under Section 8.2 (By Truffle), Truffle may, at its election: (a) procure the rights to use the portion of the Subscription Services or Software alleged to be infringing; (b) replace the alleged infringing portion of the Subscription Services or Software with a non-infringing alternative; or (c) terminate the applicable Order Form(s) or this Agreement and provide Customer with a pro rata refund of prepaid fees for the affected Subscription Services or Software.
  5. General. The indemnifying party hereunder will provide the aforementioned obligations in this Section 8 provided that the indemnified party: (i) promptly provides the indemnifying party with notice of such claim provided that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by a failure to give such notice; (b) allows the indemnifying party sole control over the defense thereof and related settlement negotiations; and (c) reasonably cooperates in response to the indemnifying party's requests for assistance. Neither party may settle or compromise an indemnifiable claim without the indemnified party's prior written consent, not to be unreasonably withheld. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
9. LIMITATION OF LIABILITY
1. Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUFFLE WILL NOT BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (b) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES (IN EACH CASE WHETHER DIRECT OR INDIRECT), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER TRUFFLE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
  2. Liability Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUFFLE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE FOR CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES IN THE TWELVE (12) MONTH

PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES WILL TRUFFLE'S LICENSORS HAVE ANY LIABILITY UNDER THIS AGREEMENT. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH TRIALS OR BETAS WILL NOT EXCEED \$100 USD.

#### 10. DISPUTES

1. Informal Resolution. Truffle wants to address Customer's concerns and requests that Customer bring issues that may lead to a dispute to Truffle's attention immediately. Before filing a claim, Truffle and Customer agree to try to resolve the dispute by providing notice to the other party and having the appropriate executives attempt to resolve the dispute through communication and discussion. After 15 days, either party may bring a formal proceeding.
2. Arbitration Terms. Truffle and Customer agree to resolve any claims relating to this Agreement or the Truffle Technology through final and binding arbitration, except as further set forth below. Any dispute will be administered by the American Arbitration Association under its Commercial Arbitration Rules by a single arbitrator. The arbitration will take place in San Francisco, California in the English language. Either party may bring a lawsuit in court for claims for injunctive relief to stop unauthorized use or abuse of the Truffle Technology or claims of intellectual property infringement without first engaging in the informal resolution process described above. Truffle and Customer consent to the exclusive jurisdiction and venue of the federal or state courts of San Francisco, California. Customer may only resolve disputes with Truffle on an individual basis and will not bring a claim in a class, consolidated, or representative action.

#### 11. GENERAL PROVISIONS

1. Entire Agreement. All attachments to the Agreement are hereby incorporated into the Agreement by reference. This Agreement, together with the DPA and any applicable Order Forms, constitutes the entire agreement between Customer and Truffle with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the parties. If there is a conflict between the documents referenced in this Agreement, the documents will control in the following order: DPA, Order Form, the Agreement, and the Documentation.
2. Governing Law. This Agreement will be governed by California law except for its conflicts of laws principles.
3. Notices. Notices must be sent by first class mail or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable Authorized User account email address and are deemed given when sent. Notices to Truffle must be sent to Truffle, Inc., Attn: Legal Department, 548 Market St., PMB 87430, San Francisco, California 94104-5401, USA, with a copy to legal@trufflesec.com.
4. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's

prior written consent, not to be unreasonably withheld; except, however, Truffle may assign this Agreement in its entirety, without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the restrictions in this Section, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Any other attempt to transfer or assign is void. If a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then the other party may terminate this Agreement upon written notice.

5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the parties.
6. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
7. Construction. Any ambiguity in the Agreement will be interpreted equitably without regard to which party drafted the Agreement. "Including" and "include" will be construed to mean "including without limitation."
8. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic, outbreak, pandemic, act of war or terrorism, labor disputes, governmental action, utilities failures, and Internet disturbance) that was beyond its reasonable control for so long as such condition continues to impede its performance. If the cause of a force majeure event continues unabated for 30 days, then both parties shall meet to discuss and negotiate in good faith what modifications to this Agreement should result from such cause; if the parties fail to reach agreement, either party may immediately terminate for convenience without any incurring any liability for doing so.
9. Waiver. No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.
10. Severability. If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.
11. Counterparts. This Agreement and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.
12. Export Compliance; Government Use. The Truffle Technology is of United States origin and is provided subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union). Diversion contrary to applicable law is prohibited. Without limiting the foregoing, Customer warrants that: (a) Customer is not, and Customer is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) Customer will not permit any Authorized User to access or use

any Truffle Technology in any of the aforementioned countries; (c) Customer is not, and Customer is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (d) Customer will not use any Truffle Technology for, and will not permit any Truffle Technology to be used for, any purpose prohibited by applicable law. The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to Defense Federal Acquisition Regulation Supplement Section 227.7202 and Federal Acquisition Regulation Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by or for the U.S. Federal Government shall be governed solely by the terms and conditions of this Agreement.

13. **Terms Modification.** Truffle may modify this Agreement periodically. If an update will affect Customer’s use of the Services or Software, Truffle will notify Customer prior to the update’s effective date (except for changes due to legal or regulatory reasons which may be effective immediately). Otherwise, updates will be effective as of the date posted online. By continuing to use the Services or Software or executing additional Order Forms after the changes become effective, Customer agrees to be bound by the modified Agreement. If Customer does not agree to the modified Agreement, Customer may terminate the Services within 30 days of receiving notice of the change.

## 12. DEFINITIONS

1. “Acceptable Use Policy” means the acceptable use policy for the Services provided by Truffle at <https://trufflesecurity.com/acceptable-use-policy>.
2. “Affiliate” means any entity that controls, is controlled by, or is under common control with a party, where “control” means the ability to direct the management and policies of an entity.
3. “Authorized User” means a Customer-designated user who administers the Services account and has access to permissions and other sensitive settings.
4. “Beta(s)” means certain features, services, or software provided by Truffle to Customer that are not yet generally available and which are labeled as “early access,” “private Beta,” “public Beta,” “pre-release,” “beta” or similar.
5. “Customer Data” means data and information submitted to the Services by Authorized Users, including data and information submitted to the Services from Customer Third-Party Services authorized by Customer.
6. “Customer Third-Party Services” means products, services, or applications made available to Customer by third parties that interoperate through an API with the Services or Software (e.g., Slack).
7. “Documentation” means any Truffle-provided written documentation and policies.
8. “Initial Subscription Term” means the term for the applicable Subscription Services either (a) starting on the Effective Date and continuing for 1 year; or (b) starting on the subscription start date set forth on Customer’s first Order Form and continuing for the period set forth in the Order Form.

9. "Order Form" means the ordering document for the Services and Software.
10. "Personal Data" means any information included in the Customer Data relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
11. "Restricted Information" means (a) sensitive personal information such as social security numbers, passport numbers, driver's license numbers and other government identification numbers; (b) Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations thereunder) or similar information under comparable laws or regulations; (c) Nonpublic Personal Information (as defined in the Gramm-Leach-Bliley Act and regulations thereunder) or similar information under comparable laws or regulations; or (d) data subject to the Payment Card Industry Data Security Standards.
12. "Security Incident" means any unauthorized or unlawful breach of security by Truffle that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data under Truffle's control.
13. "Services" means the Subscription Services, Trials, and Betas.
14. "Software" means the Truffle security scanner made available to Customer for download, including any updates, upgrades, or new releases.
15. "Subscription Services" means for-fee services ordered by Customer under an Order Form.
16. "Subscription Term" means the Initial Subscription Term or any renewal for the Subscription Services.
17. "Suggestions" means feedback, comments, ideas, reviews, information, suggestions, or other materials that Customer or Authorized Users provide to Truffle or its contractors.
18. "Term" means the term for this Agreement, which will begin on the Effective Date and continue until the earlier of: (a) the last Subscription Term has expired; or (b) until this Agreement is terminated.
19. "Trial(s)" means services or software provided to Customer by Truffle on a trial or evaluation basis.
20. "Truffle" means Truffle Security Co.
21. "Truffle Data" means usage data, statistics, and aggregated and anonymized data derived from Customer Data so that such data does not identify a person.
22. "Truffle Technology" means the Services, Software, Documentation, Truffle Data, and Truffle's trademarks, logos, and other brand features.