KNOX

KNOX SYSTEMS, INC. ORDER FORM - FEES AND PRICING

This Knox Systems, Inc. Order Form ("Order Form" or "OF") by and between Knox Systems, Inc. ("Knox" or "Company") and the Customer named above ("Customer") details the terms of Customer's subscription service license and use of the products and services set forth below ("Pricing Summary"). This Order Form shall become effective upon commencement of the Initial Term Effective Date (as defined below), as applicable. This Order Form, together with the Knox Systems, Inc. Master Subscription Service Agreement attached hereto and any Statements of Work ("SOW") and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Knox to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Knox Master Subscription Service Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Knox as applicable.

PRICING TABLE

PRODUCT/SERVICE	Year 1 Fees	Year 2 Fees	Year 3 Fees
Pre-Approved Authorized FedRAMP Boundary – Compliance Platform includes: ● **Knox Authorization Plane** ● **Knox Management Plane** ● **Knox Infrastructure**	**$350,000**	**$350,000**	**$350,000**
AI-powered Compliance Automation and Continuous Monitoring includes: ● **RealTime Inventory** ● **AI Security Gap Analysis** ● **AI Remediation**	**Included**	**Included**	**Included**
Knox Platinum Support includes: ● **Onboarding (unlimited Code Scans and Pre-Built Compliant Modules** ● **Secure Cloud Hosting and Boundary Management (passed through monthly)**	**Included**	**Included**	**Included**
* Trusted Operator Model: **Customer provides a US based US citizen to act as a Trusted Operator for Customer's Knox subaccount; Trusted Operator completes Knox onboarding protocols and background checks prior to access; Used for Tier 3 escalations; access is scoped, auditable, and controlled by Customer.** *** TechOps Model:** **Knox provided US based US citizen background checked engineers with secure access to Customer's Knox subaccount; Available 24/7 (see SLA) for production issues requiring hands on troubleshooting: All access is time-bound, logged, and compliant with FedRAMP and applicable high trust frameworks.**	**No Additional Fee**	**No Additional Fee**	**No Additional Fee**
TOTAL FEES	**$350,000**	**$350,000**	**$350,000**

NOTES:

Effective Date and Initial Term	The Initial Term Effective Date is _____ ("Effective Date"). This Order Form shall commence upon the Effective Date and continue for a period of 3 years (the "Initial Term") as mutually agreed by the Parties (the "Initial Term").
Payment Terms	- Unless otherwise agreed, Customer shall be invoiced annually for amounts due upon the Effective Date. - All initial and subsequent payments shall be due Net 30 from the date of Invoice. Unless otherwise specified, all dollars ($) are United States currency. - Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form
Renewal Terms	This license may be renewed for successive one (1) year periods following the Initial Term at Company "then current" pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.
Additional Notes	-Customer acknowledges that hosting infrastructure costs for the services provided under this agreement shall be allocated as follows: (a) **AWS Infrastructure Costs**: Knox Systems shall bill AWS usage for Customer's environment within the Knox FedRAMP boundary under Customer's AWS Enterprise Discount Program (EDP) umbrella. Customer shall be responsible for AWS infrastructure costs at the discounted rate applicable under Customer's EDP. (b) **Billing and Payment**: AWS infrastructure costs shall be billed separately from other service fees, with detailed usage reports provided monthly. Customer's EDP discount rate may be subject to change based on Customer's agreement with AWS, and any such changes shall be reflected in subsequent billing periods upon thirty (30) days' written notice.

	-Customer is responsible for managing Customer's portion of application responsibilities as outlined in the [SaaS Roles and Responsibilities Matrix](#) and/or [PaaS Roles and Responsibilities Matrix](#) as applicable.
Customer Support Contacts	Name & email: _____ Name & email: _____

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers.

Knox Systems, Inc.	Name of Customer
Name & Title: Tess Frazier, Chief Compliance Officer	Name & Title:
Date:	Date:
Email Address for Notice: legal@knoxsystems.com	Email Address for Notice:

This **SUBSCRIPTION LICENSE AND SERVICES AGREEMENT** ("**Agreement**") is made and entered into as of the Effective Date by and between Knox Systems, Inc., a Delaware corporation ("**Company**" or "**Knox**") with its principal place of business at 1606 Headway Circle, Suite 9793, Austin, TX 78754 and the Customer identified on the associated Order Form. Company and Customer are each referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**." In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have their meanings specified below or elsewhere in this Agreement.

1.1   **"Authorized Boundary"** The pre-configured, secure hosting environment for SaaS applications provided by Knox, which is FedRAMP Moderate compliant. This includes all essential Software and Systems, Infrastructure, Documentation and Support Materials, any Updates or Enhancements, Associated Intellectual Property, Associated Professional Services and any Integration or Operational Components.

1.2   **"Company Data"** means information or data (excluding Customer Data and End User Data), that is compiled, generated or collected by the Subscription Service in connection with the access and use of the Subscription Service by Customer or End User or any information or data that identifies or describes the operation or performance of the Subscription Service.

1.3   "**Confidential Information**" means any proprietary information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Company's products or business, including the Subscription Service, information regarding a Party's products, services, software, intellectual property, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality; provided that, "Confidential Information" shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

1.4   **"Customer Application"** means any software, including related code, data structures, configurations, and documentation, provided by Customer for hosting within the Authorized Boundary.

1.5   **"Customer Data"** means information or data (excluding End User Data or Company Data), that is provided by Customer or collected by the Subscription Service from the Customer in connection with the access and use of the Subscription Service by Customer or any information or data that identifies or describes the operation or performance of the Customer.

1.6   "**Customer Marks**" means and any of Customer's trademarks, service marks, or trade names that Customer may designate from time-to-time

1.7   "**Documentation**" means the documents, user manuals and any technical publications and specifications, as applicable, made generally available by Company to Customers relating to the operation and use of the Subscription Service.

1.8   "**End User**" means the Customer's personnel who are authorized by the Customer and Company to use the Subscription Service.

1.9   **"End User Data"** means information or data that (i) is provided by Customer or an End User, or compiled, generated or collected by Customer or the Company from an End User in connection with the Subscription Service, and (ii) that identifies the End User individually, or that when compared to or otherwise combined or processed with other information enables an individual End User to be identified. "End User Data" includes, without limitation, username or ID, account number, user profile or preferences, email address, and IP address.

1.10   **"Infrastructure"** means the computing environment and operational resources used to host, secure, and deliver the Subscription Service, including servers, virtual machines, network hardware, storage devices, security appliances, and cloud based deployment environments (e.g., FedRAMP-authorized cloud infrastructure).

1.11   **"Integration or Operational Components"** means any scripts, APIs, configurations, connectors, templates, or tooling provided by Knox to integrate with Customer's systems or to operationalize the Subscription Service within Customer's compliance framework, CI/CD pipeline, security monitoring tools, or infrastructure.

1.12   "**Intellectual Property Rights**" means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, trade-secrets, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.

1.13   **"Software and Systems Infrastructure"** means all proprietary software applications, code, scripts, configurations, monitoring tools, and orchestration logic developed or used by Knox to deliver the Subscription Service, including any backend components, APIs, user interfaces, and system workflows, whether hosted by Knox or its third-party providers.

1.14   "**Subscription Service(s)**" means the product(s) and platform described in the Order Form hosted by Company or its agents and made generally available for remote access and use by Customer and Customer's End Users under this Agreement, including but not limited to:

● Pre-approved Authorized Boundary, FedRAMP/DISA compliance platform services.

● Secure cloud hosting and boundary management.

● AI-powered compliance automation and continuous monitoring.

1.15   **"Usage Data"** means information or data (other than End User Data) (that describes the operation of the Subscription Service or use of Subscription Service by Customer or End Users, including but not limited to the number of End Users served, the volumes or types of Content stored, downloaded or used, the patterns or frequency of such use, use by geographic area or other similar analytical breakdown, billing information, network configurations, characteristics or capacity, performance metrics, test results, trouble reports and customer service information.

2. SUBSCRIPTION SERVICE LICENSE AND RESTRICTIONS

2.1   **License to Subscription Service**. Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, Company hereby grants Customer and Customer's End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Subscription Service solely for Customer's internal business purposes.

2.2   **Limitations on License**. Customer shall not: (a) modify or make derivative works based on the Subscription Service ; (b) use the Subscription Service or other than as permitted under this Agreement; (c) remove any product identification or other notices contained in the Subscription Service; or (d) resell or commercially use any content obtained from the Subscription Services; (e) "mirror" the contents of the Subscription Services through the use of HTML frames or other means to display such content on another website or document; (f) use the Subscription Services in a way that could cause damage or adversely affect the Subscription Services, including by means of introducing a virus, breaching any security protocols or spamming the Subscription Services; or (g) reverse engineer the Subscription Service or   for any reason or access the Subscription Service or   to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Subscription Service or, (iii) copy any ideas, features, functions, or graphics of the Subscription Service.

2.3   **Support and Maintenance**. Company will provide support and maintenance services in accordance with the Company's Support Services Guide located at https://depo.knoxsystems.com/delivery/Support+Services+Guide+19DEC2024+TEF.pdf, as may be updated from time to time by Company.

2.4   **Unauthorized Access**. Customer shall, and shall cause its End Users to, promptly notify Company of any unauthorized use, copying, or disclosure of the Subscription Service of which it becomes aware and further agrees to take such commercially reasonable measures necessary to end and prevent any such further use, copying, and disclosure.

2.5   **Breach of License**. Company, in its sole and exclusive discretion, and without prejudice to any other remedies available to Company under this Agreement or under applicable law, may immediately terminate this Agreement in the event Customer, or any of Customer's End Users, violate the license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions). Each Party acknowledges and agrees that any breach of license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions) by Customer or its End Users, shall cause immediate and irreparable injury to Company, and in the event of such breach, Company shall be entitled to seek and obtain injunctive relief, without bond or other security, and all other remedies available at law and in equity.

3.   CUSTOM DEVELOPMENT AND PROFESSIONAL SERVICES

3.1   **Custom Development.** If a Customer requests custom development work or customizations of the Subscription Service ("**Custom Development Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Custom Development Services, such Custom Development Services shall be billed to Customer at Company's then-current rates for development services or upon a mutually agreed upon price in an executed Statement of Work ("SOW"). Any Custom Development Services shall be performed pursuant to a SOW executed between Company and the Customer to be incorporated herein. Company will own all right, title and interest in any Custom Development to the Subscription Service. Customer will be granted a license hereunder to such Custom Developments as incorporated into the Subscription Service and/or subject to any mutually agreed upon fees or price adjustments. To the extent, if any, that ownership of any of the Custom Development does not reside or automatically vest in Company, Customer hereby transfers and assigns to Company all rights, title interest and goodwill which Customer may have in and to such Custom Development. Without prejudice to the generality of the foregoing, in the event that ownership of any Custom Development vests in Customer for any reason, Customer agrees to execute all such instruments and do all such things as Company may require to transfer or assign such ownership to Company. If there is any initial Custom Development to be performed after execution of this Agreement, the scope and terms of such Custom Development will be specified in an initial SOW attached as an Exhibit hereto and incorporated herein.

3.2   **Professional Services**. If a Customer requests project management, sales support, integration, deployment, knowledge and best practice advice or other consultancy, support and maintenance services related to the adoption or deployment of the Subscription Service "**Professional Services**"), Customer shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Professional Services, such Professional Services shall be billed to Customer at Company's then-current hourly rates for the staff resources required at the time or otherwise as mutually agreed up in an executed SOW between Customer and Company, and incorporated herein. If there is any initial Professional Services to be performed after execution of this Agreement, the scope and terms of such Professional Services will be specified in an SOW and incorporated herein.

3.3   **Customer Personnel, Facilities and Resources.** If applicable to any Custom Development or Professional Service, Customer will provide Company with timely access to appropriate Customer personnel and will arrange for Company personnel to have suitable and safe access to Customer's facilities and applicable systems. The SOW may also specify tasks or activities for which Customer is responsible and, if applicable, those tasks or activities that will be performed jointly by Customer and Company.

3.4   **Approvals and Information**. Customer will respond promptly to any request by Company for information, approvals, decisions or authorizations that are needed by Company to perform the Custom Development or Professional Services. Company may if it does not receive a timely response from Customer, take actions which may include suspension of the affected Custom Development or Professional Services.

3.5   **Changes to SOWs**. Either party may propose changes to the Professional Services or Custom Development under an applicable SOW. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services or Custom Development. The parties will document any agreed upon changes in mutually executed "Change Orders".

3.6   **Customer Delays**. If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, delays or prevents Company from performing the Professional Services or Custom Development, Company will be entitled to an equitable adjustment in the schedule for performance and the fees under the applicable SOW.

4.   INTELLECTUAL PROPERTY

4.1   **Protection of Proprietary Rights**. Customer acknowledges and agrees that the Subscription Service is a commercially valuable asset of Company, the development of which required the investment of substantial time, effort, and cost by Company. Customer further acknowledges and agrees that the Subscription Service contains trade secrets of Company and that it is Company's Confidential Information and is proprietary to Company. Accordingly, Customer hereby agrees that it and its End Users will use the highest degree of care to maintain the confidentiality of the Subscription Service. Customer and its End Users shall comply with the obligations in Section 2 (Subscription Service License and Restrictions) including (and without limiting the generality of the foregoing) limiting the use of and access to the Subscription Service only to Customer's End Users.

4.2   **Subscription Service and   Ownership.** As between Customer and Company, Company owns all rights, title and interest in and to the Subscription Service. Except for the license granted in Section 2.1, this Agreement does not grant Customer any right, title, or interest in any intellectual property owned or licensed by Company, including the Subscription Service. Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement.

4.3   **Data Ownership**. As between Customer and Company, Customer owns all right, title, and interest, including copyright and other proprietary rights, in Customer Data, and Customer End User Data whether collected by Customer or Company. As between Customer and Company, the Company owns all right, title, and interest, including copyright and other proprietary rights, in Company Data and Usage Data, whether collected by Customer or the Company.

4.4   **Customer Data and End User Data License**. Customer hereby grants to Company a limited, nonexclusive, fully paid-up, royalty-free license to Customer Data and End User Data to copy, process, store, display and use **solely for purposes of providing Customer and End Users access and use of Subscription Service.** Customer grants to Company a worldwide, perpetual, irrevocable, nonexclusive, fully paid-up and royalty-free license to Customer Data and End User Data to copy, process, store, display, use, collect and aggregate Customer Data and End User Data to extent that such Data alone or in the aggregate, does not individually identify a specific End User and provided Company has processed such Data to de-identify any individual End User or to create Usage Data.

4.5   **End User Data Access**. **Solely to the extent necessary to provide Customer access and use of the Subscription Service** to the extent using End User Data, Customer authorizes Company to access or collect End User Data and shall facilitate a reasonable method for Company to obtain such information or collect data through other mutually agreed upon secure transfer methods. Customer agrees that, as between the Customer and Company, Customer is solely responsible for all End User Data, whether provided by Customer employees, or any other third-party. Customer represents and warrants that Customer has the authority to provide Data to Company, and that Customer has provided appropriate disclosures to all Customer's End Users regarding Customer's sharing of End User Data with Company and has otherwise complied with any disclosure requirements pursuant to applicable regulations.

4.6   **Third-Party Access and Remote Access to End User Data.** Customer consents to allow Company to provide access to End User Data to Company employees and to certain third-party service providers which have a legitimate need to access such data **solely in order to provide their services to Company as part of Company's provision of the Subscription Service to Customer.**

4.7   **End User Data Retention and Deletion Requests.** Customer may request that Company delete or retrieve certain End User Data in Company's possession at any time by providing such a request in writing, which request Company shall then comply with in a commercially reasonable time not to exceed thirty (30) days unless a shorter time is required by law. Customer shall be solely responsible for obtaining consents from such End User, as required under applicable law, for the retrieval or

deletion of End User Data. Company will otherwise delete End User Data within the time periods required by law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the Term.

4.8   **License to Customer Trademarks**. Customer hereby grants to Company a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use, reproduce, display, and distribute the Customer Marks **solely to provide the Subscription Service to Customer and its End Users,** subject to the terms of this Agreement. Customer further grants Company the right to display the Customer Marks on its website and marketing materials. Company acknowledges and agrees that all Intellectual Property Rights in the Customer Marks belong to and shall continue to belong to Customer (or its licensors or other third-party owners), and Company shall have no rights in or to the Customer Marks other than as specifically set forth in this Agreement.

4.9   **Aggregate Data.** In order to provide Customer and the general user community with context for reports and other use of the Service, Company reserves the right to: (a) aggregate End User Data to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Customer or the End Users as part of the data sets; and (b) collect, compile, synthesize, and analyze information and data on how the service is used by Customer and Authorized Users; and (c) reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form ("**Aggregate Data**"). In no event will any such Aggregate Data personally identify Customer or any Authorized Users. To the extent that any Aggregate Data is collected or developed by Company, it will be solely owned by Company and may be used by Company for any lawful purpose, provided that Company agrees to comply with all applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.

4.10   **Analytics.** As part of the Service, Company may provide Customer with access to certain insights and benchmarking data created by, or for Company based on Company content and Aggregate Data ("**Analytics**"). As between Customer and Company, Company retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Company provides Customer with access to any Analytics, Company hereby grants Customer during the Term a limited, non- exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use. Customer acknowledges that the Analytics are the Confidential Information of Company (and thus subject to the obligations in Section 6) and contain valuable trade secrets and other intellectual property of Company and its licensors.

4.11   **Customer Application.** Company acknowledges and agrees that all intellectual property rights, including but not limited to copyrights, patents, trade secrets, and other proprietary rights, in and to the Customer Application, including all related code, data structures, configurations, and documentation provided by Customer for hosting within the Authorized Boundary and constituting Customer Data, shall remain exclusively with Customer, and that Company acquires no right, title, or interest in or to the Application or any portion thereof, other than the limited rights expressly granted under this Agreement. Company shall not use, reproduce, disclose, or exploit the Application or any Customer Data for any purpose other than as necessary to provide the services under this Agreement, and strictly in accordance with the scope and limitations of this Agreement. Company agrees that it shall not access, modify, adapt, decompile, reverse engineer, disassemble, copy, create derivative works from, or otherwise interfere with any part of the Application, except as expressly authorized in writing by Customer, and shall not permit any third party to perform any such actions. Company shall use the Application solely to provide the services under this Agreement and for no other purpose.

5.   FEES AND PAYMENT

5.1   **Subscription Service Fees**. The pricing and fees for the Subscription Service are forth in the applicable Order Form (the "**Fees**") and will be invoiced in accordance with the provisions set forth therein. Unless otherwise indicated on the Order Form, Company reserves the right to change the Fees for any Renewal Term upon thirty (30) Days prior written notice to Customer.

5.2   **Payment Terms**. All undisputed amounts to be paid by Customer hereunder shall be due and payable thirty (30) Days after the invoice date. All payments not made by Customer when due shall be subject to late charges of the lesser of (a) one and one and half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law. Any failure to pay undisputed Fees will constitute a material breach of this Agreement by Customer. Customer must notify Company within fifteen (15) days of its receipt of the invoice in case of any disputes related to the invoiced Fees and will work with Company in good-faith to resolve any such dispute. Customer will pay to Company required amounts within ten (10) days of the resolution of such dispute.

5.3   **Taxes.** Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement such as VAT, GST, etc., exclusive of taxes based on or measured by Company's net income, unless Customer is exempt from the payment of such taxes and provides Company with sufficient evidence of such exemption.

5.4   **Suspension.** Without limiting Company's termination rights, Company shall have the right to suspend the Subscription Service in the event Customer fails to pay any Fees when due.

6.   CONFIDENTIALITY AND COMPLIANCE

6.1   **Confidentiality Obligations.** The Parties agree to hold each other's Confidential Information in strict confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable and necessary steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided it provides the disclosing Party with a reasonable prior notice and cooperates with the disclosing Party to obtain protective treatment against any such compelled disclosure.

6.2   **Duration.** The obligations under this Section 6 (Confidentiality) shall terminate five (5) years following expiration or termination of this Agreement or as otherwise required by applicable law (except with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

6.3   **Feedback.** Customer and/or its End Users may provide suggestions, comments or other feedback to Company with respect to the products and services, including the Subscription Service ("Feedback"). Feedback is voluntary and Company is not required to hold it in confidence. Feedback may be used by Company for any purpose without obligation of any kind. Nothing contained herein shall preclude Company from developing any products or services or enhancing any existing products or services, including but not limited to the products that are the subject of this Agreement, based on Feedback, provided any such developments or enhancements are not infringing on Customer's intellectual property or Confidential Information.

6.4   **Compliance.** Company shall comply with applicable laws, regulations, and other legal binding requirements relating to privacy, data protection, data security, and the processing of Personal Data, including but not limited to and to the extent applicable, the California Consumer Privacy Act, Cal. Ci. Code. § 1798.100 et seq. and associated regulations and amendments, ("CCPA"); the General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR"); the Swiss Federal Act on Data Protection ("FADP"); and the United Kingdom Data Protection Act of 2018 ("UK GDPR"). If Customer's use of the Subscription Service requires Company to process any personally identifiable information (PII" or "Personal Data"), Company shall do so at all times in compliance with the Knox Systems, Inc. Data Processing Addendum.

6.5   **Security.**

A.   Company has implemented industry standard physical, administrative and technical security measures for the Subscription Service designed to: (a) protect the security and confidentiality of the Customer Data and End User Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscription Service, Customer Data, and End User Data, and (c) protect against unauthorized use of or access to the Subscription Service, Customer Data, and End User Data. Company shall also establish and maintain network and internet security procedures, protocols, security gateways and firewalls

with respect to the Subscription Service and the Customer Data and End User Data stored therein.

B. In the event of a security incident, Knox will promptly and without undue delay, notify the designated Customer security contact in writing of any security incidents as described below. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Knox will promptly respond to requests for information from Customer related to any actual or suspected security incidents. A "security incident" includes any unauthorized access to Customer's Information Systems or Protected Data; access, unauthorized or unplanned disruption of service due to malicious actor(s); or unauthorized modification of systems or data. Knox shall promptly provide all information reasonably requested by Customer and shall provide reasonable access and assistance to Customer. Knox will provide its full cooperation and support regarding any notices required by applicable law to individuals who may be adversely affected by a security incident.

7. TERM AND TERMINATION

7.1 **Term**. The initial term of this Agreement shall commence on the Effective Date and shall continue for thirty-six (36) months (the "**Initial Term**") unless otherwise mutually agreed to in the Order Form. Upon expiration of the Initial Term, this Agreement shall be renewed for successive twelve (12) month terms (each a "**Renewal Term**") at Company's then current pricing unless otherwise mutually agreed to in the Order Form. The Initial Term and any Renewal Terms are referred to herein collectively as the "**Term**."

7.2 **Termination for Breach**. Either Party may terminate this Agreement with thirty (30) Days prior written notice if the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) Days after such notice by the non-defaulting Party.

7.3 **Termination for Security Non-Remediation.** Customer acknowledges that it is responsible for the security of its own application layer, configurations, data, and shared responsibility components within the Knox Authorized Boundary. In the course of providing continuous monitoring and security operations, Knox may identify security findings attributable to Customer's responsibilities, classified as High, Medium, or Low severity. Upon identification of such a finding, Knox will notify Customer in writing and provide sufficient detail for remediation. Customer shall acknowledge receipt of the notification within seventy-two (72) hours.

- High severity findings must be remediated within thirty (30) calendar days
- Medium severity findings must be remediated within ninety (90) calendar days
- Low severity findings must be remediated within one hundred eighty (180) calendar days

Customer agrees to use commercially reasonable best efforts to remediate all findings within the timelines specified. Failure to timely acknowledge receipt of a finding, or failure to remediate in a timely manner, shall constitute a material breach of this Agreement. Knox may, at its sole discretion, terminate this Agreement for cause upon written notice if such breach is not cured. In the event of such termination, no refund or credit shall b**e provided for any prepaid but unused Subscription Service.**

7.4 **Termination for Non-Payment**. If Customer fails to pay any invoice when due and does not make such payment within ten (10) Days after receipt of notice from Company of such failure, then Company may, in its sole discretion, either: (a) suspend the Subscription Service until such payment is made; or (b) terminate the Subscription Service. In either event, Customer shall remain liable to pay all Fees under this Agreement.

7.5 **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, all sums owed to Company by Customer will become immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party and shall irretrievably delete and/or remove such items from all computer hardware and storage media, including backups. Additionally, following termination of this Agreement, Customer shall immediately cease use of the Subscription Service.

7.6 **Survival**. Notwithstanding any provisions contained in this Agreement to the contrary, in addition to any provisions that by their express terms survive expiration and termination of this Agreement, or by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following provisions shall survive expiration and termination of this Agreement: 1 (Definitions), 4 (Intellectual Property), 6 (Confidentiality and Security), 7.4 (Effect of Termination), 7.5 (Survival), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General).

8. WARRANTIES

8.1 **Limited Warranty.** Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 *No Other Warranties.* EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8 (WARRANTIES), Company DOES NOT MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBSCRIPTION SERVICE (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT.

9. INDEMNIFICATION

9.1. By Company. Company will defend at its expense any suit brought against Customer, and will pay any settlement Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Subscription Service in accordance with this Agreement and the documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States, United Kingdom and European Union copyright; or (b) Company's gross negligence or willful misconduct. If any portion of the Subscription Service becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (i) procure for Customer the right to continue using the Subscription Service; (ii) replace the Subscription Service or any part thereof with non-infringing services which do not materially impair the functionality of the Subscription Service; (iii) modify the Subscription Service so that it becomes non-infringing; or (iv) terminate the Subscription Service and refund any fees actually prepaid by Customer to Company for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Subscription Service. Notwithstanding the foregoing, Company shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Subscription Service not in accordance with this Agreement or the Documentation; (x) Company's conformance to Customer's specifications; and (y) any use of the Subscription Service in combination with other products, equipment, software or content not supplied by Company. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.

9.2. Procedure. To the maximum extent permitted by law, Company's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Company in writing of any threatened or actual claim or suit; (b) Company shall have sole control of the defense or settlement of any claim or suit; and (c) Customer shall reasonably cooperate with Company. to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

9.3 By Customer. Customer will defend at its expense any suit brought against Company, its affiliates and their respective employees, directors, or agents, and will pay any damages awarded in such suit, insofar as such suit is based on a third-party claim arising from: (a) that Customer's failure to comply with applicable law; or (b) Customer's gross negligence or willful misconduct.

10. LIMITATION OF LIABILITY

10.1 **Disclaimer of Consequential Damages**. SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

10.2   **Cap on Direct Damages**. SUBJECT TO SECTION 10.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO COMPANY IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

10.3   **Exclusions**. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY), SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM CUSTOMER'S BREACH OF SECTION 2 (LICENSE GRANTS AND RESTRICTIONS); (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER.

10.4   **Compliance with Laws and Export**. In connection with Customer's access to and use of the Subscription Service, Customer and Company are responsible for complying with all laws, regulations and policies of all relevant jurisdictions. Unless prohibited by applicable laws, each Party shall defend, indemnify and hold harmless the other from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the Subscription Service was accessed, used, exported, or otherwise shipped or transported by the other party in violation of applicable laws, rules, and regulations.

11.   GENERAL

11.1   **Nature of Relationship**. In entering this Agreement, Customer does so as an independent party and not as an agent, partner, or joint venturer of Company. Customer does not have any right or authority, nor shall Customer hold itself out as having any right or authority, to assume, create, or enter into any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, Company.

11.2   **Non-solicitation**. During the term of this Agreement and each SOW and for twelve (12) months after their respective expiration or termination, neither Party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself any employee of the other Party who was involved in the performance of the Party's obligations, unless the hiring Party obtains the written consent of the other Party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either Party from employing any employee who contacts such Party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such Party

11.3   **Marketing Matters**. Company will have the right to issue a press release about the relationship between the Parties without Customer's prior approval. Customer agrees to share insights about their Subscription Service experience with Company.

11.4   **Compliance with Laws**. The Parties shall comply with all applicable local, state, and federal laws and regulations, including all export laws and regulations of the United States. As required by the laws of the United States and other countries: (a) you understand that the Subscription Service(s) are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; and (c) you will not export, re-export, or transfer the Subscription Service to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s).

11.5   **Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

11.6   **Governing Law; Venue; Severability.** For North American based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of the state or province in which Customer is primarily headquartered. Venue for any disputes shall be in the Federal Courts of the state or province in which Customer is primarily headquartered. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired. For non-United States based Customers, this agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales. Venue for any disputes shall be in the courts of England and Wales.

11.7   **Assignment**. Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Company save as described in the agreement. Company reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Company. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.8   **Waiver.** The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

11.9   **Notices**. All notices required or permitted hereunder shall be in writing, delivered via email at the Parties respective email addresses set forth in the Order Form. All notices shall be deemed effective upon delivery.

11.10   **Force Majeure**. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

11.11   **Remedy.** The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

11.12   **Entire Agreement.** This Agreement, and each exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any exhibit, the terms and conditions of this Agreement shall prevail.

11.13   **No Third-Party Beneficiary.** The provisions in this Agreement list rights and obligations of the Parties, and nothing in this Agreement will be deemed to provide any third-party with any enforcement or other rights under this Agreement.

11.14   **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.