

HARMONIC END USER LICENSE AGREEMENT

Last Updated: August 25, 2025

PLEASE READ THIS END USER LICENSE AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SOLUTION, THE TRAFFIC INTERCEPT AGENT, THE API, AND ANY OTHER RELATED SERVICES PROVIDED (COLLECTIVELY, THE “**SERVICE**”) BY HARMONIC SECURITY, INC. (“**HARMONIC**”). BY CLICKING “I ACCEPT” OR “I AGREE” OR A SIMILAR MANIFESTATION OF CONSENT TO THIS AGREEMENT, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT; (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HARMONIC; (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE, OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. ALL REFERENCES TO “YOU,” “YOUR,” AND ANY VARIANTS MEAN THE PERSON OR ENTITY THAT HAS THE RIGHT TO ACCESS AND USE THE SERVICE, UNLESS YOUR USE OF THE SERVICE IS GOVERNED BY A SEPARATE HARMONIC SUBSCRIPTION OR HARMONIC DESIGN PARTNER AGREEMENT, IN WHICH CASE, THESE TERMS DO NOT APPLY. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.**

Harmonic reserves the right to change the terms of this Agreement at any time by posting a new version of the Agreement on the website. Your use of the Service after the posting of any modifications to this Agreement will constitute your acceptance of the terms and conditions of this Agreement, as modified.

1. SERVICE RIGHTS AND RESTRICTIONS.

1.1 License Grants.

(a) **License to Solution.** Subject to the terms and conditions of this Agreement, Harmonic grants you a non-exclusive, non-transferable, non-sublicensable license during the Term (as defined below), solely for use by any other individual who is authorized by you to access the Service (each, an “**Authorized User**”) in accordance with the documentation, to access and use the features and functions of Harmonic’s cloud-based solution, designed to offer enterprises visibility into their use of artificial intelligence and other online SaaS applications and/or services by identifying relevant risks, including risks of potentially sensitive data loss in the communications and content interchange with those applications and/or services (“**Solution**”) for only your internal business purposes. You shall be responsible for acts or omissions of your Authorized Users in their access to and use of the Solution.

(b) **License to Traffic Intercept Agent.** The Service also includes the technology (which may include a browser extension) to read and process any Authorized User’s interactions with applications and/or service (“**Traffic Intercept Agent**”). Subject to the terms and conditions of this Agreement, Harmonic grants you a non-exclusive, non-transferable license during the Term (as defined below) in accordance with documentation to download, install (or have installed), and use the Traffic Intercept Agent solely in conjunction with your access and use of the Solution.

(c) **License to API.** The Service also includes a set of protocols, routines, functions, and tools provided by Harmonic that allows software applications to communicate with or access the features or data of the Service (“**API**”). Subject to the terms and conditions of this Agreement, Harmonic grants you a non-exclusive, non-transferable license during the Term (as defined below) in accordance with documentation to access and use the API solely to interface with and allow Authorized Users to access the Service.

1.2 **Personal Data.** The parties agree that each party will comply with their respective obligations under the Data Processing Addendum, available at <https://www.harmonic.security/r/dpa> (“**DPA**”), which is incorporated into and forms a part of this Agreement. To the extent that Your Content (as defined below) contains Personal Data (as defined in the DPA), Harmonic shall treat such Personal Data in accordance with the DPA.

1.3 **Restrictions.** Except as may be expressly permitted by applicable law, you agree that you will not, and will not permit any Authorized User or other party to: (a) permit any party to access the Service, other than the Authorized Users authorized under this Agreement; (b) modify, adapt, alter or translate the Service, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Service; or (e) use or copy the Service except as expressly allowed under this Agreement. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Service or any part

thereof. You shall always comply with all international and domestic laws, ordinances, regulations, mobile carrier policies, industry rules, and statutes that are applicable to your access to or use of the Service hereunder.

1.4 Responsibility for Data and Security. Harmonic shall be responsible, during the Term, for hosting, maintaining, and operating the Service (including the web portal through which You may access the Service); and You shall be responsible for providing your own web browser software, computers and other client browsing devices, and Internet access. You shall be responsible for all changes to and/or deletions of your content and the security of all passwords required in order to access the Service. Harmonic has no responsibility or liability for the deletion or accuracy of any of the content that is created by or on your behalf through the Solution or Service (collectively, “**Your Content**”); the failure to store, transmit, or receive transmission of Your Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Solution. Certain features may enable you to specify the level at which the Solution restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. You agree that Harmonic retains the right to create reasonable limits on your use and storage of Your Content.

1.5 Third-Party Software. The Service may leverage third-party software, which may include large language models, artificial intelligence algorithms, and other such tools (“**Third-Party Software**”) that enable the Solution to generate insights (collectively, the “**Insights**”) from, among other things, data collected through the use of the Traffic Intercept Agent by or on your behalf (“**Traffic Intercept Agent Data**”). Harmonic does not make any representations with respect to Third-Party Software or any Insights resulting therefrom. Harmonic maintains the efficacy of such systems, but you agree to use such Insights at your own risk.

2. REGISTRATION. In order to access the Service, you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account through the Service (“**Account**”). In registering an account through the Service, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Service under the laws of the United States or the United Kingdom, your place of residence, or any other applicable jurisdiction. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Harmonic has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, Harmonic has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than Yourself. You agree that you will not have more than one Account at any given time. Harmonic reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Service if you have been previously removed by Harmonic or if you have been previously banned from any of the Service. You may not share your Account or password (collectively, your “**Access Credentials**”) with anyone, and you agree to: (i) notify Harmonic immediately of any unauthorized use of your Access Credentials or any other breach of security; and (ii) exit from your Account at the end of each session. You are responsible for all activities that occur under your Access Credentials. You agree that you will monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors.

3. OWNERSHIP RIGHTS. The Service, including all enhancements, modifications, and improvements thereto, and all worldwide intellectual property rights in each of the foregoing, is the exclusive property of Harmonic and its suppliers. All rights in and to the Service not expressly granted to you in this Agreement are reserved by Harmonic and its suppliers. You own all right, title, and interest in and to Your Content, and You are solely responsible for any and all obligations with respect to the accuracy, quality, and legality of Your Content. You will obtain all third-party licenses, consents, and permissions needed for Harmonic to use Your Content to provide the Service. You grant Harmonic a non-exclusive, worldwide, royalty-free, and fully paid license during the Term to use Your Content as necessary for purposes of providing and/or improving the Service. All rights in and to Your Content not expressly granted to Harmonic in this Agreement are reserved by you. Notwithstanding anything to the contrary in this Agreement, Harmonic may monitor your use of the Service and collect and compile data and information on such use of the Service, which may be aggregated to compile statistical and performance information related to the provision and operation of the Service (“**Usage Statistical Data**”). As between the parties, all right, title, and interest in Usage Statistical Data, and all intellectual property rights therein, belong to and are retained solely by Harmonic. You acknowledge that Harmonic may compile Usage Statistical Data and may use all Usage Statistical Data to optimize the Service through its use of machine learning models and algorithms (including, without limitation, artificial intelligence algorithms) (collectively, “**Models**” provided, however, that Harmonic will not use Your Content to train its Models). All right, title, and interest in and to the Models are retained by Harmonic. You hereby assign to Harmonic any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your Authorized Users related to the Service (collectively,

“Feedback”), provided that such Feedback shall: (a) not include Your Confidential Information; or (b) be provided by You as-is without any warranty of any kind.

4. WARRANTIES AND DISCLAIMERS.

4.1 Representations and Warranties. Each party represents and warrants to the other that: (1) this Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (2) no authorization or approval from any third party is required in connection with the execution, delivery, or performance of this Agreement by the executing party; and (3) the execution, delivery, and performance of this Agreement by the executing party do not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

4.2 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, HARMONIC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, USAGE STATISTICAL DATA, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SERVICE IS PROVIDED “AS IS.” HARMONIC DOES NOT WARRANT THAT THE SERVICE WILL SATISFY YOUR REQUIREMENTS, BE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. THE SERVICE INSIGHTS DO NOT CONSTITUTE MEDICAL, LEGAL, ACCOUNTING, OR OTHER ADVICE OF A CERTIFIED OR QUALIFIED PROFESSIONAL, AND HARMONIC MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICE WILL PROVIDE ACCURATE, TAILORED, OR INFORMATIVE INSIGHTS OR INSIGHTS THAT ARE FIT FOR THE PARTICULAR PURPOSE OR USE CASE. HARMONIC DOES NOT REPRESENT OR WARRANT THAT YOU ARE THE LEGAL OWNER OF THE INSIGHTS, OR THAT THE INSIGHTS ARE PROTECTABLE BY ANY INTELLECTUAL PROPERTY RIGHTS, OR THAT THE INSIGHTS DO NOT INCORPORATE, INFRINGE, OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY. YOU ACKNOWLEDGE THAT THE SERVICE LEVERAGES THIRD-PARTY SOFTWARE AND THAT HARMONIC IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HARMONIC LIABLE FOR THIRD-PARTY SOFTWARE, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SOFTWARE RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE INSIGHTS. YOU SHOULD EVALUATE THE FITNESS OF ANY INSIGHTS AS APPROPRIATE FOR YOUR SPECIFIC USE CASE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES. THIS SECTION WILL APPLY TO YOU SOLELY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL HARMONIC BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS DUE TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF HARMONIC HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF HARMONIC ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1,000). The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that they have each entered into this Agreement in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

6. CONFIDENTIALITY. “Confidential Information” means: (i) all financial, business, legal, and technical information of Harmonic, including product plans, designs, source code, marketing plans, business opportunities, personnel, research, development, or know-how related to Harmonic’s business; or (ii) information designated by Harmonic as “confidential” or “proprietary” or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential, all disclosed prior to or during the Term of the Agreement. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of wrongful disclosure by you; (ii) is or becomes available to you on a non-confidential basis from a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (iii) is developed independently by you without access to or use of any of Harmonic’s Confidential Information and by persons without access to such Confidential Information. You shall not use the Harmonic’s Confidential Information for any purpose other than the purposes of exercising your rights or performing your obligations under the Agreement. You shall only disclose Harmonic’s Confidential Information to your employees, personnel, agents, or contractors who have a need to know such information for the purposes of exercising your rights or performing your obligations under the Agreement and who are bound by written obligations of confidentiality and non-use at least as restrictive as those contained in the Agreement. You may disclose Confidential Information of Harmonic if required to do so under applicable law, rule, or order, provided that you give Harmonic prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and take reasonable steps to protect the Confidential

Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. All Confidential Information will remain Harmonic's property, and all documents, electronic media, and other tangible items or portions thereof that contain Confidential Information of Harmonic will be delivered to Harmonic promptly upon the expiration or termination of this Agreement, or upon Harmonic's written request.

7. TERM AND TERMINATION. This term of this Agreement will be in effect for as long as Harmonic provides you access to the Service, unless earlier terminated in accordance with the Agreement (the "**Term**"). Harmonic may terminate this Agreement immediately upon written notice to the other party. Upon termination or expiration of this Agreement, you shall immediately cease all use of the Service and delete or destroy all copies of the Confidential Information in Your possession or control. Sections 3 (Ownership Rights), 4.2 (Disclaimers), 5 (Limitation of Liability), 6 (Confidentiality), 7 (Term and Termination), and 8 (Miscellaneous) will survive the termination or expiration of this Agreement.

8. MISCELLANEOUS. The parties are independent contractors. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party, by courier, by registered or certified mail (postage prepaid and return receipt requested), or by a nationally recognized express-mail service. Notice will be effective upon receipt or refusal of delivery. You may not assign this Agreement without the prior written consent of Harmonic. Any purported assignment in violation of the foregoing shall be null and void. This Agreement shall be governed in all respects by California law, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. The parties hereby submit to the personal jurisdiction of the state and federal courts in San Francisco County, California. If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed modified so as to be valid and enforceable to the greatest extent possible under applicable law, and the validity of the remaining provisions hereof shall not be affected thereby. You agree that you will not assist with or participate in any export or re-export of the Solution or associated documentation in violation of applicable laws or regulations. No amendment to, or waiver of rights under, this Agreement shall be effective unless in a writing signed by authorized representatives of each party. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.