

INTEROS MASTER SUBSCRIPTION AGREEMENT

Access and use of the Application Services and/or receipt of the Services under an Order Form between Interos Inc. and its affiliates (“**Interos**”) and the party named in such Order Form (“**Subscriber**”) shall be subject to the following additional terms and conditions as of the dates specified in the Order Form (“**Effective Date**”). By executing the initial Order Form, Subscriber agrees to be bound by the following additional terms and conditions.

1. **DEFINITIONS.** In addition to the terms defined elsewhere in the Agreement, the terms set forth in this section shall have the following meaning:
 - 1.1. “**Agreement**” means these terms and conditions, Order Form(s), and any documents, attachments and exhibits that the parties may mutually agree to in writing from time to time.
 - 1.2. “**API**” means an application programming interface and any related application program materials made available by Interos to Subscriber in connection with the Application Services.
 - 1.3. “**API Key**” means the security key Interos makes available for Subscriber to access the API.
 - 1.4. “**Application Services**” means the software applications (such as Interos’ risk score visualization software-as-a-service platform) identified in an Order Form, including if applicable, the API and the Bulk Data Services.
 - 1.5. “**Authorized Users**” means Subscriber’s or its affiliate’s employees and Subscriber’s or its affiliate’s contractors who are individuals (and not, for avoidance of doubt, entities), in each case who are authorized by Subscriber to access and use the Application Services under this Agreement.
 - 1.6. “**Bulk Data**” mean Interos Data obtained by Subscriber through use of the Bulk Data Services.
 - 1.7. “**Bulk Data Services**” means functionality enabling Subscriber to systematically access or export large quantities of Interos Data.
 - 1.8. “**Data Breach**” means unauthorized access, disclosure, or loss of Personal Data (as defined in the DPA) in Interos’ possession or control as a result of Interos’ negligent or more culpable conduct.
 - 1.9. “**Documentation**” means any manuals, instructions, or other documents or materials that Interos provides or makes available to Subscriber or any Authorized User in any form or medium which describe the functionality, components, features, and requirements for the use and operation of the Application Services.
 - 1.10. “**Interos Data**” means all maps, assessments, analyses, and other data (in any form or medium) relating to Subscriber’s supply chain that are (i) made available to Subscriber through Subscriber’s permitted use of the Application Services under this Agreement, or (ii) provided to Subscriber by Interos in connection with this Agreement.
 - 1.11. “**Materials**” means the Application Services, Documentation, Interos Data, and all other information, data, documents, materials, works, other content, devices, methods, processes, hardware, software, and other technologies that are provided or used by Interos or its affiliates in connection with the Services or Application Services or otherwise comprise or relate to the Services or, Application Services. For the avoidance of doubt, Materials do not include Subscriber Data.
 - 1.12. “**Order Form**” means an ordering document executed by the parties that references this Agreement, which identifies the Application Services and other Services to be provided by Interos, as well as other relevant terms and conditions. Upon execution by the parties, each Order Form is incorporated into this Agreement by reference.
 - 1.13. “**Services**” means any consulting or professional services activities undertaken by of Interos under this Agreement in connection with the provision of Application Services or any other services described in an Order Form.
 - 1.14. “**Subscriber Data**” means all information, data, and other content that is provided to Interos or its affiliates by Subscriber in connection with this Agreement, including information, data, and other content that is input into the Application Services by Subscriber, such as (i) company name, (ii) company address, (iii) company URL, (iv) company’s unique identification number, and/or (v) company industry. For clarity, Subscriber Data

does not include data, information or other content obtained by Interos from or through any source other than Subscriber or any Authorized User, even if the data, information or content is identical or similar to Subscriber Data.

- 1.15. **"Subscription"** means the right to access and use the Application Services in accordance with the terms of this Agreement during the specified Subscription Term.

2. APPLICATION SERVICES AND OTHER SERVICES.

- 2.1. **Access to Application Services.** Subject to the terms and conditions of this Agreement, Interos shall make available the Application Services for access and use by Authorized Users during the Subscription Term solely for Subscriber's internal business purposes and in accordance with the Documentation. If Subscriber's Subscription includes access to the API and/or Bulk Data Services, Interos shall make the API and/or Bulk Data Services available to Subscriber as part of the Application Services under this Agreement. Subscriber will be responsible for all access and use of the Application Services by Authorized Users or by any other employees or contractors of Subscriber. To the extent that Order Form sets out a seat limitation for the Subscription, each seat may only be allocated to one Authorized User.
- 2.2. **Interos Data.** Subscriber acknowledges that, as between parties, Interos Data (excluding any Subscriber Data therein) is owned by Interos and is Interos' Confidential Information. Subject to the terms and conditions of this Agreement, Interos hereby grants Subscriber a non-exclusive, non-sublicensable, and non-transferable license during the Subscription Term to reproduce and internally display the Interos Data, in each case solely for Subscriber's internal business purposes. Notwithstanding the foregoing, Subscriber may disclose Interos Data to Subscriber's suppliers, solely for the purpose of mitigating Subscriber's supply-chain risk management concerns, provided that such disclosure is treated by Subscriber and the recipient supplier as a disclosure of Interos' Confidential Information to a third party under Section 4. Except as set forth in this Section 2.2, Subscriber shall not disclose Interos Data to any third party that is not an Authorized User.
- 2.3. **API.** Subscriber must obtain an API Key from Interos in order to use and access the API. Subscriber may not share the API Key with any third party, must keep the API Key and all log-in information secure, and must use the API Key as Subscriber's sole means of accessing the API. Subscriber may not use the API other than in accordance with the Documentation related thereto.
- 2.4. **Use Restrictions.** Subscriber shall not and shall ensure that Authorized Users do not access or use the Materials except as expressly permitted in this Agreement. In addition, Subscriber shall not and shall ensure that Authorized Users do not: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code, object code, algorithms, or data sources that are part of or incorporated in the Materials, in whole or in part; (ii) except as expressly permitted in Section 2.2, alter, translate, or create any derivative works of any of the Materials; (iii) publish the results of any benchmark tests performed with respect to the Application Services; (iv) except as expressly permitted in this Agreement, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Materials to any person or entity, or use the Materials for service bureau or time-sharing purposes; (v) bypass or breach any security device or protection used to prevent unauthorized access or use of the Materials; (vi) input, upload, transmit, or otherwise provide to or through the Application Services any information or materials that are unlawful or injurious or contain, transmit, or activate any virus, worm, malware or other malicious computer code; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Materials; (viii) remove, alter, or obscure any disclaimers or any copyright, trademark, patent, or other intellectual property rights notices from the Materials; (ix) access or use the Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any third party, or that violates any applicable law; or (x) access or use the Materials for purposes of competitive analysis of the Materials, the development, provision, or use of a competing software service or product, or any other purpose that is to Interos' detriment or commercial disadvantage.
- 2.5. **Reserved.**
- 2.6. **Reservation of Rights.** Interos reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants

to Subscriber or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the Application Services.

- 2.7. **Data Processing.** Interos and its affiliates shall process Personal Data in accordance with the Data Processing Agreement posted at <https://www.interos.ai/dpa> (“DPA”), which is hereby incorporated into this Agreement.
- 2.8. **Support and Availability.** Interos shall make the Application Services available for access and use by Subscriber, and shall provide support for Subscriber’s access and use of the Application Services, in accordance with the terms attached hereto as Schedule A (“Terms of Service”). Subscriber’s sole and exclusive remedy for Interos’ failure to make the Application Services available, or failure to provide support, in accordance with the Terms of Service is set forth in the Terms of Service.

3. FEES AND PAYMENT.

- 3.1. **Payment.** Subscriber shall pay all fees on or prior to the due date set forth in the applicable Order Form. Subscriber shall make all payments hereunder as specified in the Order Form in accordance with the GSA Schedule Pricelist. If Subscriber fails to make any payment when due, then, in addition to all other remedies that may be available: (i) Interos may charge interest on the past due amount at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Notwithstanding anything to the contrary in this Section 3, if Subscriber purchases a subscription for the Application Services from Interos’ authorized reseller, all payment and invoicing terms applicable to such purchase shall be set forth in the ordering documentation between Subscriber and such reseller.
- 3.2. **Taxes.** Interos shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If Interos has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Subscriber in accordance with Section 3.1, unless Subscriber provides Interos with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. CONFIDENTIALITY.

- 4.1. **Confidential Information.** In connection with this Agreement each party (as the “Disclosing Party”) may disclose or make available Confidential Information to the other party (as the “Receiving Party”). Subject to Section 4.2, “Confidential Information” means information or data in any form or medium that has been marked as confidential or proprietary or that should be reasonably understood to be confidential or proprietary given the nature of the information or data or the circumstances of its disclosure. Confidential Information does not include Personal Data. As between the parties hereto, all Materials are Interos’ Confidential Information.
- 4.2. **Exclusions.** Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information or data being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than disclosure by the Receiving Party or its Representatives; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 4.3. **Protection of Confidential Information.** The Receiving Party shall: (i) not access or use the Disclosing Party’s Confidential Information other than as necessary to exercise its rights or perform its obligations in accordance with this Agreement; (ii) except as otherwise set forth in Section 2.2 (Interos Data), not disclose or permit access to the Disclosing Party’s Confidential Information other than to the Receiving Party’s directors, officers, employees, agents and contractors (“Representatives”) who: (a) need to know such Confidential Information for purposes of the Receiving Party exercising its rights or performing of its obligations in accordance with this Agreement; and (b) are bound by confidentiality and restricted use

obligations at least as protective of the Confidential Information as the terms set forth in this Section 4; (iii) safeguard the Confidential Information using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Disclosing Party's Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and (v) be responsible for any of its Representatives' non-compliance with this Section 4.

- 4.4. **Judicial Process Disclosure.** If the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the Disclosing Party, it will promptly notify the Disclosing Party of such receipt (to the extent not legally prohibited). The Disclosing Party will thereafter be entitled to comply with such subpoena or other process to the extent required by law. In the event that the Disclosing Party wishes to contest the disclosure, the Receiving Party will provide reasonable assistance, at the Disclosing Party's cost. Interos recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- 4.5. **Survival of Confidentiality Obligations.** The obligations of each party as set forth in this Section 4 shall continue for a period of three (3) years following the termination of the relationship between the parties, except that any Confidential Information that rises to the level of a "trade secret" under applicable law must be maintained as confidential for so long as such information retains its status as a trade secret under applicable law.

5. **INTELLECTUAL PROPERTY RIGHTS.**

- 5.1. **Ownership.** Interos and its licensors retain (subject to the rights granted in this Agreement) all right, title, and interest in, and solely own, the Materials, including all modifications, improvements, alterations or updates thereto. Subscriber and Authorized Users may provide suggestions, requests, recommendations and other feedback concerning Subscriber's use of the Materials and other Interos products or services (including without limitation any errors or difficulties discovered with respect thereto) ("Feedback"). Subscriber hereby assigns to Interos all right, title and interest to the Feedback.
- 5.2. **Subscriber Data.** Subscriber retains (subject to the rights granted in this Agreement) all right, title, and interest in and to, and solely owns, all Subscriber Data. Subscriber hereby grants to Interos a non-exclusive, non-transferable (except in accordance with the Assignment provision in the Agreement) irrevocable right and license during the Term to use, reproduce, and create derivatives of Subscriber Data solely for the purpose of performing Interos' obligations under this Agreement and the operation, improvement, and maintenance of Interos' products and services, including the Application Services.
- 5.3. **Improvements.** Subscriber acknowledges that during the Term, Interos may use Subscriber Data aggregated with data from other Interos subscribers and other sources to train models and improve the algorithms used in connection with Interos' products and services, including the Application Services, and that Interos shall own the results of any such training and any such improvements (including any outputs) during and after the Term. For the avoidance of doubt, the outputs of any such trained models or improved algorithms shall not be disclosed to any third party in a manner that would allow such third party to identify Subscriber's association with the Subscriber Data used to train such models or improve such algorithms.

6. **REPRESENTATIONS AND WARRANTIES.**

- 6.1. **Interos' Representations and Warranties.** Interos represents and warrants to Subscriber that Interos will perform the Services using personnel of required skill and experience, and in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services.
- 6.2. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE APPLICATION SERVICES AND ALL INTEROS DATA) ARE PROVIDED "AS IS." INTEROS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INTEROS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET

SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY USE OR RELIANCE UPON THE MATERIALS, INCLUDING ANY INTEROS DATA, AND SUBSCRIBER ACKNOWLEDGES THAT INTEROS DATA IS SUBJECT TO CHANGE.

7. INDEMNIFICATION.

7.1. **Interos Indemnification.** Interos shall (i) have the right to intervene to defend Subscriber and Subscriber's officers, directors, and employees (each, a "**Subscriber Indemnitee**") against any claim, action, demand, suit, or proceeding ("**Claim**") made or brought against a Subscriber Indemnitee by an unaffiliated third party arising out of (a) an allegation that Subscriber's or an Authorized User's use of Materials in accordance with this Agreement infringes or misappropriates such third party's US intellectual property rights, or (b) a Data Breach, and (ii) indemnify Subscriber Indemnitee for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Subscriber Indemnitee in connection with any such Claim, provided that Subscriber: (1) promptly gives written notice of the Claim to Interos; (2) gives Interos sole control of the defense and settlement of the Claim (provided that Interos may not settle any Claim unless such settlement unconditionally releases Subscriber Indemnitee of all liability in connection with such Claim); and (3) provides to Interos, at Interos' cost, all reasonable assistance in connection therewith. The defense and indemnity obligations relating to this Section 7.1(i)(a) do not apply to the extent that the Claim arises from: (A) Subscriber Data; (B) Subscriber's modification of the Materials other than by or on behalf of Interos or with Interos' prior written approval; (C) Subscriber's access to or use of the Materials in a manner inconsistent with this Agreement or the Documentation; or (D) Subscriber's access to or use of the Materials in combination with any hardware, system, software, network, or other materials or service(s) not provided by Interos or specified for Subscriber's use in the Documentation. If Subscriber's use of the Materials is, or in Interos' opinion is likely to be, enjoined due to a Claim, then Interos may: (I) procure for Subscriber the right to continue using such Materials per the terms of this Agreement; (II) replace or modify the applicable Materials so that they are non-infringing and substantially equivalent in function to the enjoined Materials; or (III) terminate Subscription and, provided Subscriber complies with its post-termination obligations hereunder, refund any unused, prepaid fees covering the remainder of the Subscription Term after the effective date of such termination. This Section sets forth the entire liability and obligation of Interos, and Subscriber's sole remedy, for any actual, threatened, or alleged claims of this nature.

7.2 **Reserved.**

8. LIMITATION OF LIABILITY.

8.1. **EXCLUSION OF DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL EITHER PARTY BE LIABLE ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (II) IMPAIRMENT OF, INABILITY TO USE, OR LOSS, INTERRUPTION, OR DELAY OF, THE SERVICES OR MATERIALS; (III) COST OF REPLACEMENT GOODS OR SERVICES; (IV) LOSS OF GOODWILL OR REPUTATION; OR (V) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. INTEROS IS NOT RESPONSIBLE FOR ANY USE OR MISUSE OF THE SERVICES OR MATERIALS BY SUBSCRIBER AND/OR ITS AFFILIATES AND ANY RESULTS THEREOF.

8.2. **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO INTEROS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (AND FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE (12) MONTH PERIOD OF THIS AGREEMENT). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3. **EXCEPTION.** THE EXCLUSIONS AND LIMITATIONS IN SECTION 8.1 AND SECTION 8.2 DO NOT APPLY TO INTEROS' DEFENSE AND INDEMNIFICATION OBLIGATIONS RELATING TO SECTION 7.1(i)(a) OR EITHER PARTY'S LIABILITY ARISING OUT OF ITS BREACH OF SECTION 4. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. **TERM AND TERMINATION.**

9.1. **Agreement Term.** The term of this Agreement shall commence as of the Effective Date and will continue in effect thereafter until terminated in accordance with this Agreement (the "**Term**"). This Agreement will automatically terminate upon termination or expiration of all Order Forms entered into under this Agreement.

9.2. **Order Form Term.** Each Order Form will commence on the effective date set forth therein and will continue for the period of time set forth in the applicable Order Form ("**Initial Subscription Term**"). Except as otherwise specified in an Order Form, all Subscriptions may be renewed for successive twelve (12) month periods for the same quantity as of the end of the prior Subscription Term (each a "**Renewal Term**" and, together with the Initial Subscription Term, the "**Subscription Term**"), by executing a written order for the Renewal Term. The fees charged by Interos to Subscriber for any Renewal Term shall be Interos' then-current fees for the Application Services applicable under the Subscription.

9.3. **Termination for Breach.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Interos shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

9.4. **Effect of Termination of Agreement or Order Form.** Upon any termination of this Agreement or an Order Form: (i) except as otherwise set forth in this Agreement or the Order Form (as applicable), all rights, licenses, consents, and authorizations granted by either party to the other under this Agreement or the Order Form (as applicable); (ii) Subscriber and all Authorized Users shall immediately cease all use of the Materials under this Agreement or all Materials under the Order Form (as applicable); and (iii) Subscriber shall immediately delete all Interos Data in its control or possession and notify Interos in writing to confirm this deletion. Upon Subscriber's written request to Interos made within sixty (60) days of any termination or expiration of this Agreement, Interos will provide to Subscriber all Subscriber Data in Interos' possession in JSON format. Interos shall have no obligation to maintain or provide to Subscriber any Subscriber Data after more than sixty (60) days after termination or expiration of this Agreement. If Subscriber terminates this Agreement or an Order Form pursuant to Section 9.3, Subscriber will be relieved of any obligation to pay any fees under this Agreement or the Order Form (as applicable) attributable to the period after the effective date of such termination, and Interos will refund to Subscriber any unused, prepaid fees for such period after the effective date of termination. Upon any termination of this Agreement, all Order Forms then in effect will immediately terminate.

9.5. **Surviving Terms.** All provisions of the Agreement relating to proprietary rights, payment of fees accrued, confidentiality, indemnification and limitation of liability shall survive any expiration or termination of this Agreement.

10. **GENERAL PROVISIONS.**

10.1. **U.S. Government Customer.** If Subscriber is part of the U.S. Government or any contractor or subcontractor (at any tier) therefor, or if the Services are being acquired on behalf of the U.S. Government, Subscriber will license consistent with the policies, law, and regulations set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. 227.7201 – 227.7204 (for the Department of Defense). The Subscription and all Materials are a "Commercial Item" as defined at 48 C.F.R. Section 2.101 and are licensed to U.S. Government Subscribers (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the commercial terms and conditions herein

10.2. **Relationship of the Parties.** The parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise,

employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 10.3. **Notices.** Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to (or to such other address or such other person that such party may designate from time to time in accordance with this Section 10.3): (i) to Interos at: Interos Inc., 4040 Fairfax Drive, Suite 800, Arlington, VA 22203 Attn: Legal, with a copy to legal@interos.ai, or (ii) to Subscriber at the address set forth in the Order Form. Notices sent in accordance with this Section 10.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (c) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
- 10.4. **Assignment.** This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by either party without the prior written consent of the other party. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their permitted assignees and successors. No assignment or transfer will relieve Subscriber of any of its obligations or performance under this Agreement. Any purported assignment or transfer in violation of this foregoing is void.
- 10.5. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights arising from this Agreement will operate or be construed as a waiver thereof, nor shall it preclude any other or further exercise thereof.
- 10.6. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.
- 10.7. **Governing Law.** This Agreement is governed by and construed in accordance with the Federal laws of the United States without giving effect to any of its choice or conflict of law provisions, and without application of the United Nations Convention on the International Sale of Goods.
- 10.8. **Reserved.**
- 10.9. **Compliance with Laws.** Each party agrees to perform all obligations under this Agreement in a manner consistent with, and in compliance with, all applicable laws and regulations including, without limitation, all United States export laws.
- 10.10. **Force Majeure.** In accordance with GSAR 552.212-4(f), in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than an obligation to pay fees) by reasons of strike, lockouts, inability to procure materials, failure of power, restrictive government or judicial orders, riots, insurrection, terrorism, war, acts of God, fire, flood, or other similar reason or cause beyond the reasonable control of and without the fault or negligence of such party (a "**Force Majeure Event**"), then performance of such act shall be excused for the period of such Force Majeure Event.
- 10.11. **No Third-Party Beneficiaries.** Except as otherwise provided in Section 7, the parties acknowledge that this Agreement is intended solely for the benefit of the parties, their successors, and permitted assigns, and nothing herein, whether express or implied, shall confer upon any person or entity, other than the parties, their permitted successors, and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 10.12. **Entire Agreement.** This Agreement, together with each Order Form and any other documents that are, by their express terms, subject to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, or representations with respect to such subject matter. In the event of any inconsistency between the terms and conditions of this Agreement and an Order Form, now or hereafter appended hereto, the terms of the Order Form shall govern. Any terms and conditions contained in Subscriber's purchase order terms or other similar ordering document, if applicable, are expressly rejected and will not apply.

SCHEDULE A

1. **Terms of Service**

1.1 **Service Level Availability.** Interos shall make all Application Services available to Subscriber for at least ninety-nine and one half percent (99.5%) of the time (determined monthly on a calendar basis), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that (i) results from Interos maintenance communicated in advance or (ii) results from the poor performance or, of failure of, internet service or other outside service, software or equipment not within the control of Interos (“Service Level Ability”).

1.2 **Service Level Availability Commitment.** Interos commits to provide Service Level Availability set forth above. If in any calendar month this Service Level Ability commitment is not met by Interos and Subscriber was adversely impacted, Interos shall provide, as Subscriber’s sole and exclusive remedy, a service credit calculated as set forth below:

- 1.2.1 If Service Level Availability is greater than 99% and less than 99.5%, the service credit shall be 5% x 1/12th of the annual subscription fees for those Applications Services that were actually adversely impacted; and
- 1.2.2 If Service Level Availability is greater than 98% and less than 99%, the service credit shall be 10% x 1/12th of the annual subscription fees for those Application Services that were actually adversely impacted; and
- 1.2.3 If Service Level Availability is less than 98%, the service credit shall be 15% x 1/12th of the annual subscription fees for those Application Services actually adversely impacted.

1.3 **Credit Request.** In order to receive a credit under the Service Level Availability commitment, Subscriber must request it in writing within seven (7) business days of the end of the applicable month. Credit Requests can be made by sending a written request to support@interos.ai. Subscribers who are past due or in default with respect to any payment or any material contractual obligations to Interos are not eligible for any credit under this Service Level Availability commitment. Interos shall calculate any service level downtime using internal system logs and other records. Interos shall issue the service credit against the next invoice and if there is no future invoice, a service credit will be provided in the form of a refund.

2. **Technical Support**

2.1 **Support.** Interos provides technical support 24 hours a day, 7 days a week, 365 days a year. The Interos Service Desk (<https://interos.service-now.com/>) is the support platform. Subscriber can raise and manage support tickets in the Service Desk and find release notes, user guides, and API documentation. Case reporting is also available via Interos Service Desk. Subscriber can take advantage of on-demand resources using the Resilience Network (<https://interosSubscriber.influitive.com/>). This resource provides self-help content including webinars, knowledge bases, and online training.

2.2 **Support Request Procedure and Ticket Handling.** Subscriber can submit support tickets to Interos Support via the following methods:

Web: Service Desk (<https://interos.service-now.com/>)
Phone: (703) 745-5578
Email: support@interos.ai

Each case will be assigned a unique case number and logged in the Service Desk. Interos will respond to each case in accordance with the response time objectives outlined below and will work diligently toward resolution of the issue taking into consideration its severity and impact on Subscriber business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the support request. Interos Support will work to respond to each case, taking steps to first diagnose the problem and then to find a solution. As Interos must be able to reproduce errors in order to resolve

them, Interos may need help reproducing issues, testing workarounds, and engaging technology-specific administrators to help troubleshoot the issues as required. Once a case is marked resolved, the case will automatically close after 10 days unless additional assistance is requested. Interos may mark cases as resolved if the person opening this ticket fails to respond after three inquiries from Interos Support.

2.3 Severity Level Determination. Subscriber shall reasonably self-diagnose each support issue and recommend to Interos an appropriate severity level designation. Interos shall validate the severity level designation and notify you of any changes in the severity level along with justification for the change. In the event that Subscriber disagrees with the change, Subscriber should promptly note that in the open ticket, and it will be escalated through the open ticket between both parties' management. In the rare case a conflict requires a management discussion related to a Severity 1 or Severity 2 classification, both parties shall be available within two hours of the escalation.

2.4 Production Severity Level Definitions.

Severity	Level Definition	Interos Response Time (in hours)
Severity 1 (Critical)	Interos is unusable for all users resulting in total disruption of work or critical business impact. No workaround exists.	.25
Severity 2 (High)	A major functionality problem in Interos prevents completing one or more critical business processes with a significant impact. Operations can continue but in a restricted fashion. A workaround exists but is not optimal.	1
Severity 3 (Moderate)	An issue with Interos that involves partial, non-critical loss of functionality that impacts Subscriber operations. A work around exists.	24
Severity 4 (Low)	General usage questions and requests that do not impact the service functionality.	48

2.5 Escalation. If Subscriber is not satisfied with the progress of a case, Subscriber may escalate the case to Interos Support management by email to supportescalations@interos.ai (please include the case number and reason for escalation) or by calling the support number above. Upon receipt of an escalation request, the Interos Support engineer, the team lead, and Support management will be notified. An Interos escalation manager is assigned until the escalation is resolved. Response to escalations is normally within 2 hours of receipt.